

THE WHEELER LAW FIRM, APC

Scott Ernest Wheeler (SBN 187998)
Justin A. Wheeler (SBN 342226)
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

Attorneys for Plaintiff and the Putative Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

26-CIV-01184

ERICK SALAZAR, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

AUTO PRIDE CAR WASH, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.:

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Breaks
3. Failure to Provide Required Recovery Periods
4. Failure to Pay Overtime Wages
5. Failure to Pay Minimum Wages
6. Failure to Pay Timely Wages
7. Failure to Pay All Wages Due to Discharged and Quitting Employees
8. Failure to Maintain Required Records
9. Failure to Furnish Accurate Itemized Statements
10. Failure to Reimburse Necessary Expenses
11. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION

12. Penalties Under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 This is a class and representative action brought by Erick Salazar (hereinafter referred to as
3 “Plaintiff”), on behalf of himself and all other similarly situated individuals, against his former
4 employer, Auto Pride Car Wash (hereinafter referred to as “Defendant”), in order to hold
5 Defendant accountable for its wage theft and other violations of California wage and hour laws.
6 Plaintiff makes the following allegations on information and belief, except as to allegations
7 pertaining to Plaintiff individually, which are based on his respective personal knowledge.

8 1. Defendant is a family owned and operated car wash business, specializing in
9 express carwash services, located in Redwood City, California.

10 2. At all relevant times herein, Defendant has implemented common policies and
11 practices designed to maximize profits at the expense of its non-exempt employees. These
12 policies and practices have resulted in systematic violations of California’s wage and hour laws.

13 3. Defendant maximizes profits by, among other common policies and practices,
14 cutting labor costs through understaffing, denying meal, rest, and recovery breaks, failing to
15 reimburse non-exempt employees for employment-related expenses, failing to pay overtime and
16 minimum wages, cheating its non-exempt employees out of wages and premiums, and related
17 violations of California wage and hour laws.

18 4. For example, Defendant has implemented unlawful policies with respect to meal,
19 rest, and recovery breaks. Defendant also requires its non-exempt employees to systematically
20 work through meal and rest breaks while failing to pay them the legally-required premium pay for
21 these missed and non-complaint meal and rest breaks.

22 5. Defendant also willfully turn a blind eye to off-the-clock work that Plaintiff and
23 other non-exempt employees perform as a direct consequence of Defendant’s understaffing and
24 imposition of an unreasonable workload at its carwash. As a result of this off the clock work,
25 including working through meal periods, rest breaks, and recovery periods, Defendant has failed to
26 pay its non-exempt employees all of their minimum/straight-time and overtime wages.

27 6. Plaintiff and other non-exempt employees similarly do not receive reimbursements
28 for the expenses they incur in the discharge of their job duties. For instance, Plaintiff was required

1 to use his cellular phone for work-related purposes.

2 7. Plaintiff seeks declaratory, compensatory and other statutorily available relief for
3 himself and a Class of all current and former non-exempt employees of Defendant during the
4 applicable limitations period to compensate these workers for the wages Defendant has stolen
5 from them and to protect current and future workers from being subjected to similar unlawful
6 working conditions perpetrated by Defendant.

7 **JURISDICTION AND VENUE**

8 8. The Superior Court of the State of California has jurisdiction in this matter because
9 Plaintiff is a resident and citizen of California and Defendant is a California corporation. All
10 Class members are residents and citizens of California. No federal question is at issue because
11 Plaintiff's claims are based solely on California law.

12 9. Venue is proper in this judicial district and the County of San Mateo because
13 Plaintiff, and other persons similarly situated, performed work for Defendant in the County of San
14 Mateo, and Defendant's illegal payroll policies and practices, which are the subject of this action
15 were applied, at least in part, to Plaintiff, and other persons similarly situated, in the County of San
16 Mateo.

17 **THE PARTIES**

18 10. Plaintiff is a resident of the State of California and a former employee of Defendant
19 who was employed from approximately October of 2022, through October 8, 2025. Plaintiff
20 worked at Defendant's carwash located in Redwood City, California.

21 11. Plaintiff, on behalf of himself and all other similarly situated individuals, brings
22 this class action to recover, among other things, wages and penalties from unpaid wages earned
23 and due, including but not limited to, Defendant's failure to provide legally compliant meal, rest,
24 and recovery breaks and failure to provide proper compensation for missed and otherwise
25 unlawful meal, rest, and recovery breaks, Defendant's failure to pay all wages due to discharged or
26 quitting non-exempt employees, Defendant's failure to pay overtime and minimum wages to non-
27 exempt employees, Defendant's failure to maintain required records and failure to provide
28 accurate itemized wage statements, and related violations of the California Labor Code.

12. Plaintiff is informed and believes, and thereon alleges, that Defendant, Auto Pride Car Wash, is and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California.

13. Defendant, as noted above, is a family owned and operated car wash and at all times relevant herein was and is, a corporation authorized to conduct business in the state of California.

14. The true names and capacities of DOES 1 through 50, inclusive, are unknown to Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is informed and believes, and thereon alleges, that each defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and capacities of such DOE defendants when ascertained.

15. Plaintiff is informed and believes, and based thereon alleges, that each defendant sued in this action, including each defendant sued by the fictitious names DOES 1 through 50, inclusive, is directly or indirectly responsible in some manner for the occurrences, controversies and damages alleged herein, in various capacities, including but not limited to serving as joint employer, joint tortfeasor, integrated enterprise, alter ego, or agents of the other defendants. Each defendant approved, participated in, controlled, or ratified the acts of all other defendants.

16. As a direct and proximate result of the unlawful actions of Defendant and the DOE defendants, and each of them, Plaintiff and Class members have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

CLASS ACTION ALLEGATIONS

17. Pursuant to Cal. Code of Civ. P. § 382, Plaintiff brings this action on behalf of himself and the following Class:

All current and former non-exempt employees of Defendant who performed work for Defendant in the State of California during the relevant statute of limitations period.

1
2 18. Plaintiff reserves the right to name additional Class representatives as may be
3 necessary and appropriate. Plaintiff also reserves the right to modify or amend the definition of
4 the proposed Class and/or add subclasses before the Court determines whether certification is
5 appropriate.

6 19. This action is appropriately suited for a class action because:

7 A. The proposed Class is a significant number. Plaintiff is informed and
8 believes that the proposed Class consists of over seventy-five (75) current and former non-exempt
9 employees, rendering joinder impractical.

10 B. This action involves common questions of law and fact to the proposed
11 Class because the action focuses on Defendant's systematic course of illegal payroll practices and
12 policies, which were applied to all non-exempt employees in uniform violation of the California
13 Labor Code, IWC Wage Orders, and the California Business and Professions Code, which
14 prohibits unfair business practices arising from such violations. Here are a few common questions
15 of law and fact that will drive resolution of this action:

- 16 1. Whether Defendant failed to provide non-exempt employees with
17 legally compliant meal periods, rest breaks and recovery periods,
18 and whether Defendant properly paid premium pay as a result of
19 missed and non-compliant meal periods, rest breaks and recovery
20 periods;
- 21 2. Whether Defendant failed to pay overtime and minimum/straight
22 time wages non-exempt employees in compliance with California
23 law;
- 24 3. Whether Defendant miscalculated the regular rate of pay for all
25 non-exempt employees regarding premium payments for missed
26 meal, rest, and recovery periods, overtime, and other methods yet to
27 be discovered, in compliance with California law;
- 28 4. Whether Defendant failed to maintain required records and accurate

1 wage statements for non-exempt employees;

2 5. Whether Defendant paid all wages due at the time of separation to
3 the non-exempt employees; and

4 6. Whether Defendant engaged in unfair and/or unlawful business
5 practices.

6 C. Plaintiff's claims are typical of the proposed Class because Defendant
7 subjected all of its non-exempt employees to the similar and overlapping violations of the
8 California Labor Code, the applicable IWC wage order, and the California Business and
9 Professions Code.

10 D. Plaintiff is able to fairly and adequately protect the interests of all members
11 of the proposed Class because it is in his best interests to prosecute the claims alleged herein to
12 obtain full compensation due to the proposed Class for all services rendered and hours worked.
13 Plaintiff has also retained counsel that is experienced in wage and hour class action litigation.

14 **FIRST CAUSE OF ACTION**

15 **Failure to Provide Required Meal Periods**

16 **[Cal. Lab. Code §§ 226.7, 510, 512; IWC Wage Order No. 9-2001, § 11**

17 **and All Other Applicable IWC Wage Orders]**

18 ***(On Behalf of Plaintiff and the Class against Defendants)***

19 20. Plaintiff incorporates herein by specific reference, as though fully set forth, the
20 allegations in paragraphs 1 through 19 (A) – (D).

21 21. During the statute of limitations period, as part of Defendant's unlawful policies
22 and practices to deprive their non-exempt employees of all wages earned and due, Defendant
23 required, permitted or otherwise suffered Plaintiff and Class members to perform work during
24 their meal periods, to completely skip their meal periods, to take late and short meal periods, and
25 Defendant has otherwise failed to provide the required meal periods to Plaintiff and Class
26 members as required under California Labor Code §§ 226.7, 512, and § 11 of all applicable IWC
27 Orders.

28 22. Defendant has implemented several common policies and practices that have
caused Plaintiff and Class members to systematically miss and otherwise take non-compliant meal

1 periods. For example, Defendant understaffs its business such that there is an insufficient number
2 of employees to perform the work required to meet customer needs or there is so much work
3 which prevents Class members from taking compliant meal periods. As a direct consequence of
4 this policy and practice, Plaintiff and Class members have so much work to complete within their
5 scheduled shifts that they are forced to skip their meal periods altogether, to take them after
6 working longer than five (5) hours, to perform work during their meal periods, or return to work
7 after taking less than a thirty (30) minute meal period. Further, Defendant systemically deprived
8 Plaintiff and Class members of the opportunity to take second meal periods even though they
9 regularly work shifts in excess of ten (10) hours.

10 23. Defendant routinely scheduled Plaintiff and Class members to take late meal
11 periods (i.e., after the fifth hour of work). Defendant also systemically deprived Plaintiff and
12 Class members of the opportunity to take second meal periods even though they work shifts in
13 excess of ten hours.

14 24. Despite work conditions that systematically result in missed and non-compliant
15 meal periods, and in order to keep labor costs down, Defendant has implemented a policy and
16 practice of failing to pay meal period premium payments. In short, Defendant has violated
17 California Labor Code §§ 226.7, § 11 of the applicable IWC Wage Order, and the California
18 Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to compensate
19 Plaintiff and Class members who were not authorized and permitted to take a complete, timely,
20 uninterrupted meal period, one additional hour of compensation at the proper regular rate of pay
21 for each workday that such a meal period was not authorized or permitted. Defendant further
22 violated California Labor Code sections 226.7, 510, 558, 1194, 1197, and § 11 of the applicable
23 IWC Wage Order by failing to compensate Plaintiff and Class members for all hours worked
24 during their meal periods.

25 25. As a proximate result of the aforementioned violations, Plaintiff and Class
26 members have been damaged in an amount according to proof at trial, and seek all wages earned
27 and due, interest, penalties, expenses, and costs of suit.

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SECOND CAUSE OF ACTION
Failure to Provide Required Rest Breaks
[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 9-2001, § 12
and All Other Applicable IWC Wage Orders]
(On Behalf of Plaintiff and the Class against Defendants)

26. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 25.

27. At all times relevant herein, as part of Defendant's illegal policies and practices to deprive its non-exempt employees of all wages earned and due, Defendant failed to permit Plaintiff and Class members to take rest breaks as required under California Labor Code §§ 226.7 and 512, and § 12 of all applicable IWC Wage Orders.

28. The same common policies and practices that deprive Plaintiff and Class members from taking their meal periods, as alleged herein, similarly deprive them of the ability to take their first and second rest breaks. As alleged herein, Defendant grossly understaffs its business and sets unrealistic work goals, which creates so much work for Plaintiff and Class members that they are frequently unable to take both their first and second rest breaks.

29. Moreover, Defendant implemented an illegal rest period policy which fails to include "major fraction thereof" and allowing rest periods for Class members who work four (4) hours or more and denying rest periods for Class members who work three and a half (3 ½) hour shifts rest periods. California law requires employers to provide employees with the opportunity to take a third rest break during shifts that are 10 hours or longer. However, Defendant has implemented a policy of preventing or not permitting Plaintiff and Class members from taking third rest breaks, even when they work shifts in excess of 10 hours.

30. Defendant further violated California Labor Code § 226.7, § 11 of the applicable IWC Wage Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to pay Plaintiff and Class members who were not provided with a rest break, in accordance with the applicable wage order, one additional hour of compensation at the proper regular rate of pay for each workday that a rest break was not provided.

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1 31. As a proximate result of the aforementioned violations, Plaintiff and Class
2 members have been damaged in an amount according to proof at trial, and seek all wages earned
3 and due, interest, penalties, expenses, and costs of suit.

4 **THIRD CAUSE OF ACTION**

5 **Failure to Provide Required Recovery Periods**

6 **[Cal. Lab. Code §§ 226.7; California Code of Regulations, Title 8, Section 3395]**

7 ***(On Behalf of Plaintiff and the Class against all Defendants)***

8 32. Plaintiff incorporates herein by specific reference, as though fully set forth, the
9 allegations in paragraphs 1 through 31.

10 33. At all times relevant herein, as part of Defendant's illegal payroll policies and
11 practices to deprive their non-exempt employees of all wages earned and due, Defendant failed to
12 permit Plaintiff and Class members to take recovery periods as required under Cal. Lab. Code §
13 226.7 and California Code of Regulations, Title 8, Section 3395. Defendant was and is required to
14 provide recovery or "cooldown" periods to non-exempt employees like Plaintiff and his
15 coworkers, who work outdoors performing manual labor, in order to prevent heat illness.

16 34. Plaintiff and Class Members work outdoors, performing intense manual labor while
17 cleaning and washing cars. This work is performed over the course of many hours in temperatures
18 regularly exceeding 80 degrees Fahrenheit. Despite these work conditions, Defendant has failed to
19 implement an adequate policy or practice of providing recovery periods to their non-exempt
20 employees. Defendant has similarly failed to make effort to comply with heat illness prevention
21 regulations by providing places of shade for recovery periods or by supplying sufficient amounts
22 of drinking water. For example, there are times when defendant does not provide Plaintiff and
23 Class members with drinking water during an entire workweek. As with meal and rest breaks,
24 Defendant did not provide Plaintiff and Class members with any written documents informing
25 them of their rights to take recovery periods, and thus they did not take them.

26 35. Defendant further violated Cal. Lab. Code §226.7, and the California Unfair
27 Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to pay Plaintiff and Class
28 members who were not provided with a recovery period, one additional hour of compensation at
the proper regular rate of pay for each workday that a recovery period was not provided.

1 36. As a proximate result of the aforementioned violations, Plaintiff and Class
2 members have been damaged in an amount according to proof at trial, and seek all wages earned
3 and due, interest, penalties, expenses and cost of suit.

4 **FOURTH CAUSE OF ACTION**

5 **Failure to Pay Overtime Wages**

6 **[Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 9-2001, § 3 and All Other**
7 **Applicable IWC Wage Orders]**

8 ***(On Behalf of Plaintiff and the Class against Defendants)***

9 37. Plaintiff incorporates herein by specific reference, as though fully set forth, the
10 allegations in paragraphs 1 through 36.

11 38. Pursuant to Cal. Lab. Code §§ 510 and 1194 and § 3 of IWC Wage Order No. 9,
12 Defendant is required to compensate Plaintiff and Class members for all overtime, which is
13 calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of
14 eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8)
15 hours worked on the seventh (7th) consecutive day of work in a workweek, with double time for
16 all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess
17 of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

18 39. Plaintiff and Class members are current and former non-exempt employees of
19 Defendant and are entitled to the protections of Cal. Lab. Code §§ 510 and 1194 and § 3 of the
20 applicable IWC Wage Order.

21 40. Defendant has failed to compensate Plaintiff and Class members for all overtime
22 hours by requiring, permitting or suffering Plaintiff and Class members to work off the clock and
23 requiring, permitting or suffering Plaintiff and Class members to work through meal, rest, and
24 recovery breaks but not compensating them for this time and failing to include this time in all
25 hours worked. Defendant also illegal rounds the time worked by Plaintiff and the other Class
26 members unfavorably to Plaintiff and the Class members despite the fact that it maintains records
27 of all time worked. During any shift that is eight hours or longer, overtime pay is owed when
28 Plaintiff and Class members work off-the-clock and/or during their breaks without compensation.

 41. In violation of California law, Defendant has knowingly and willfully refused to

1 perform its obligations to compensate Plaintiff and Class members for all wages earned and all
2 hours worked at the legally required rates of pay. As a proximate result, Plaintiff and Class
3 members have suffered, and continue to suffer, substantial losses related to the use and enjoyment
4 of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
5 Defendant to fully perform its obligations under state law, all to their respective damages in
6 amounts according to proof at time of trial, and within the jurisdiction of this Court.

7 42. Defendant's conduct described herein violates Cal. Lab. Code §§ 510, 1194, 1198
8 and § 3 of IWC Wage Order No. 9 and all other applicable IWC Wage Orders. Therefore,
9 pursuant to Cal. Lab. Code §§ 200, 203, 226, 558, 1194, 1197.1, and any other applicable law,
10 Plaintiff and Class members are entitled to recover the unpaid balance of wages owed to them by
11 Defendant, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

12 **FIFTH CAUSE OF ACTION**

13 **Failure to Provide Minimum and Straight Time Wages**
14 **[Cal. Lab. Code §§ 1194, 1197; IWC Wage Order No. 9-2001, § 4 and**
15 **All Other Applicable IWC Wage Orders]**
16 ***(On Behalf of Plaintiff and the Class against Defendants)***

17 43. Plaintiff incorporates herein by specific reference, as though fully set forth, the
18 allegations in paragraphs 1 through 42.

19 44. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of IWC Wage Order No. 9 and
20 all other IWC wage orders, payment to an employee of less than the applicable minimum and
21 straight time wages for all hours worked in a payroll period is unlawful.

22 45. During the statute of limitations period, the hourly rates for Plaintiff and Class
23 members were precisely at minimum wage. Based on this common practice, Defendant failed to
24 actually pay Plaintiff and Class members minimum wages for all hours worked by requiring,
25 permitting or suffering Plaintiff and Class members to work off-the-clock, such as requiring them
26 to work through meal and rest breaks, but not compensating them for this time, and failing to
27 include this time in all hours worked, and other methods to be discovered.

28 46. Defendant's conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and §
4 of IWC Wage Order No. 9 and all other applicable IWC wage orders. As a proximate result of

1 the aforementioned violations, Plaintiff and Class members have been damaged in an amount
2 according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558,
3 1194, 1197.1, and any other applicable law, Plaintiff and Class members are entitled to recover the
4 unpaid balance of wages owed to them by Defendant, plus interest, penalties, attorneys' fees,
5 expenses, and costs of suit.

6 **SIXTH CAUSE OF ACTION**
7 **Failure to Pay Timely Wages**
8 **[Cal. Lab. Code §§ 204, 210]**
9 ***(On Behalf of Plaintiff and the Class against Defendants)***

10 47. Plaintiff incorporates herein by specific reference, as though fully set forth, the
11 allegations in paragraphs 1 through 46.

12 48. California Labor Code § 204 provides that all wages earned by any person in any
13 employment between the 1st and 15th days, inclusive, of any calendar month, other than those
14 wages due upon termination of an employee, are due and payable between the 16th and 26th day
15 of the month during which the labor was performed. California Labor Code § 204 further
16 provides that all wages earned by any person in any employment between the 16th and the last
17 day, inclusive, of any calendar month, other than those wages due upon termination of an
18 employee, are due and payable between the 1st and the 10th day of the following month.
19 California Labor Code § 204 further provides that all wages earned for labor in excess of the
20 normal work period shall be paid no later than the payday for the next regular payroll period.

21 49. During the statute of limitations period, Defendant, among other things, willfully
22 failed to pay Plaintiff and Class members all wages earned and due to them, including but not
23 limited to, meal and rest break premiums, overtime and minimum wages, and payment for work
24 performed off-the-clock, within any time period permissible under Labor Code § 204.

25 50. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
26 Class members are entitled to all available statutory penalties, including but not limited to, civil
27 penalties pursuant to California Labor Code §§ 200, 210, 558, 1194, 1197.1, 2699(a), and other
28 applicable provisions under the California Labor Code and IWC Wage Orders, and an award of
costs, expenses, and reasonable attorneys' fees.

SEVENTH CAUSE OF ACTION
Failure to Pay All Wages Due to Discharged and Quitting Employees
[Cal. Lab. Code §§ 201-203]
(On Behalf of Plaintiff and the Class against Defendants)

51. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 50.

52. Pursuant to California Labor Code §§ 201, 202, and 203, Defendant is required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

53. Furthermore, pursuant to California Labor Code § 202, Defendant is required to pay all accrued wages due to an employee no later than seventy-two (72) hours after the employee quits his or her employment, unless the employee provided seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

54. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) workdays.

55. During the statute of limitations period, Defendant has willfully failed to pay accrued wages and other compensation to Plaintiff and Class members in accordance with California Labor Code §§ 201 and 202. Because Defendant has failed to properly compensate Plaintiff and Class members for all hours worked when due, failing to compensate Plaintiff and Class members at their regular rate of pay based upon incentives and compensation for non-compliant meal and rest breaks, Defendant has also willfully failed and continues to fail to pay accrued wages and other compensation to Plaintiff and Class members in accordance with California Labor Code §§ 201 and 202.

56. As a result, Plaintiff and Class members are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together

1 with interest thereon, as well as other available remedies.

2 **EIGHTH CAUSE OF ACTION**

3 **Failure to Maintain Required Records**

4 **[Cal. Lab. Code §§ 226, 1174; IWC Wage Order No. 9-2001, § 7**

5 **and All Other Applicable IWC Wage Orders]**

6 ***(On Behalf of Plaintiff and the Class against Defendants)***

7 57. Plaintiff incorporates herein by specific reference, as though fully set forth, the
8 allegations in paragraphs 1 through 56.

9 58. During the statute of limitations period, as part of Defendant's illegal payroll
10 policies and practices to deprive Plaintiff and Class members of all wages earned and due,
11 Defendant knowingly and intentionally failed to maintain records as required under California
12 Labor Code §§ 226, 1174, and § 6 of all applicable IWC Wage Orders, including but not limited
13 to, the following records: total daily hours worked by each non-exempt employee; applicable rates
14 of pay; all deductions; meal periods; time records showing when each non-exempt employee
15 begins and ends each workday; and accurate and itemized wage statements.

16 59. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
17 Class members have been damaged in an amount according to proof at trial, and are entitled to all
18 wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are
19 entitled to all available penalties, including but not limited to, penalties pursuant to California
20 Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable
21 attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as
22 well as other available remedies.

23 **NINTH CAUSE OF ACTION**

24 **Failure to Furnish Accurate Itemized Wage Statements**

25 **[Cal. Lab. Code §§ 226; IWC Wage Order No. 9-2001, § 7**

26 **and All Other Applicable IWC Wage Orders]**

27 ***(On Behalf of Plaintiff and the Class against Defendant)***

28 60. Plaintiff incorporates herein by specific reference, as though fully set forth, the
allegations in paragraphs 1 through 59.

61. During the statute of limitations period, Defendant routinely failed to provide
Plaintiff and Class members with timely, accurate, and itemized wage statements in writing

1 showing each employee's gross wages earned, total hours worked, all deductions made, net wages
2 earned, legal name and address of the employer and all applicable hourly rates in effect during
3 each pay period and the corresponding number of hours worked at each hourly rate, in violation of
4 California Labor Code § 226 and § 7 of the applicable IWC Wage Order.

5 62. Defendant's pay stubs violate Labor Code § 226 because Defendant routinely and
6 intentionally fail to provide Plaintiff and Class members with proper meal, rest, and/or recovery
7 breaks but fail to include in their wage statements one (1) additional hour of compensation at their
8 regular rates of pay for each non-compliant meal, rest, or recovery break. In addition, Defendant
9 required Plaintiff and Class members to work off-the-clock without compensation, Defendant also
10 failed to compensate and provide on the wage statements for Plaintiff and the Class members the
11 accurate regular rate of pay for overtime and sick leave based upon commissions received, not
12 including all wages earned on the wage statements based upon Defendant's illegal rounding
13 policy, in addition to other violations yet to be discovered. As a result of these violations and
14 others yet to be discovered, Defendant's pay stubs fail to accurately list the compensation owed
15 and due to Plaintiff and Class members

16 63. Defendant knowingly and intentionally failed to provide Plaintiff and Class
17 members with timely, accurate, and itemized wage statements in accordance with California Labor
18 Code § 226(a) preventing Plaintiff and Class members from being able to determine whether they
19 were being paid for, among other things, all of the hours they worked and at the proper rates of
20 pay.

21 64. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
22 Class members have been damaged in an amount according to proof at trial, and seek all wages
23 earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled to all
24 available penalties, including but not limited to penalties pursuant to California Labor Code §§
25 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees,
26 including but not limited to those provided in California Labor Code § 226(e), as well as other
27 available remedies.

TENTH CAUSE OF ACTION
Failure to Indemnify Employees for Necessary Expenditures
[Cal. Lab. Code § 2802]
(On Behalf of Plaintiff and the Class against Defendants)

65. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 64.

66. Cal. Lab. Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

67. During the Class period, and in violation of Cal. Lab. Code § 2802, Defendant failed to indemnify Plaintiff and Class members for all business expenses and/or losses relating to the usage of personal cellular phones for work related purposes without receiving reimbursements.

68. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and Class members have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to Cal. Lab. Code § 2802(b). Additionally, Plaintiff and Class members are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in Cal. Lab. Code § 2802(c), as well as other available remedies.

ELEVENTH CAUSE OF ACTION
Unfair and Unlawful Business Practices
[Cal. Bus. & Prof. Code § 17200 *et. seq.*]
(On Behalf of Plaintiff and the Class against all Defendants)

69. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 68.

70. Each and every one of Defendant's acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Orders as alleged herein, including but not limited to, Defendant's failure to provide required meal, rest, and recovery breaks, failure to pay all minimum and overtime wages due to discharged or quitting employees or to pay timely wages, failure to furnish accurate itemized wage statements or to maintain required records, and other violations yet to be discovered, constitute an unfair and unlawful business practice under

1 California Business and Professions Code § 17200 *et seq.*

2 71. Defendant's violations of California wage and hour laws constitute a business
3 practice because the aforementioned acts and omissions were done repeatedly over a significant
4 period of time, and in a systematic manner, to the detriment of Plaintiff and Class members.

5 72. Defendant has avoided payment of wages, the provision of meal, rest, and recovery
6 breaks, and other benefits as required by the California Labor Code, the California Code of
7 Regulations, and the applicable IWC Wage Orders. Further, Defendant has failed to record,
8 report, and pay the correct sums of assessment to the state authorities under the California Labor
9 Code and other applicable regulations.

10 73. As a result of these unfair and unlawful business practices, Defendant has reaped
11 unfair and illegal profits during the Class period at the expense of Plaintiff and Class members,
12 and members of the public. Defendant should be made to disgorge their ill-gotten gains and to
13 restore them to Plaintiff and Class members.

14 74. Defendant's unfair and unlawful business practices entitle Plaintiff and Class
15 members to seek preliminary and permanent injunctive relief, including but not limited to orders
16 that Defendant account for, disgorge, and restore to Plaintiff and Class members the wages and
17 other compensation unlawfully withheld from them. Plaintiff and Class members are entitled to
18 restitution of all monies to be disgorged from Defendant in an amount according to proof at the
19 time of trial.

20 **TWELFTH CAUSE OF ACTION**
21 **Representative Action for Civil Penalties**
22 **[Cal. Lab. Code §§ 2698- 2699.5]**

(On Behalf of Plaintiff and Other Aggrieved Employees against Defendants)

23 75. Plaintiff incorporates herein by specific reference as though fully set forth the
24 allegations in paragraphs 1 through 74, with exception of the allegations in Paragraphs 17 through
25 19 (A)-(D).

26 76. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code
27 § 2699(c), and is a proper representative to bring a civil action on behalf of himself, and other non-
28 exempt employees of Defendant who are California citizens, pursuant to the procedures specified

1 in California Labor Code § 2699.3, because Plaintiff is employed by Defendant and the alleged
2 violations of the California Labor Code were committed against Plaintiff.

3 77. In addition to the foregoing allegations, Defendant has violated other sections of
4 the California Labor Code that gives rise to liability under the California Private Attorneys
5 General Act of 2004 (“PAGA”), Cal. Lab. Code §§ 2698-2699.5.

6 78. Specifically, Defendant has violated IWC Wage Order No. 9-2001, § 13. IWC
7 Wage Order No. 9-2001, § 13 provides: “Suitable resting facilities shall be provided in an area
8 separate from the toilet rooms and shall be available to employees during work hours.” Defendant
9 has failed to provide suitable resting facilities by not providing a break room, or any other
10 appropriate designated area on the work premises, where Plaintiff and other aggrieved employees
11 could take meal periods and rest breaks in violation of IWC Wage Order No. 9-2001, § 13 and all
12 other applicable IWC Wage Orders.

13 79. Defendant further violated IWC Wage Order No. 9-2001, § 14. IWC Wage Order
14 No. 9-2001, § 14 provides:

15 “(A) All working employees shall be provided with suitable seats when the
16 nature of the work reasonably permits the use of seats.

17 (B) When employees are not engaged in the active duties of their employment
18 and the nature of the work requires standing, an adequate number of suitable seats shall
19 be placed in reasonable proximity to the work area and employees shall be permitted to
20 use such seats when it does not interfere with the performance of their duties.”

21 80. Defendant has failed to provide suitable seating by not providing any seats or stools
22 at the cash registers operated by Plaintiff and other aggrieved employees. The nature of the work
23 reasonably permits the use of seats when cashiers assist customers by ringing up transactions. To
24 the extent that the use of seats could interfere with their work duties, at all times herein it is and
25 has been reasonable for Defendant to place seats in reasonable proximity to the cash registers to be
26 used by Plaintiff and other aggrieved employees when doing so would not interfere with their job
27 duties.

28 81. Defendant failed to implement a “Heat Illness Prevention in Indoor Places of
Employment” pursuant to Occupational Safety and Health Standards Board approved

1 California Code of Regulations, Title 8, Sections 3395 and 3396. This standard applies to
2 most workplaces where the indoor temperature reaches 82°F and workspaces outdoor that
3 reaches 80°F.

4 82. Defendant's failure to comply with California Labor Code §6721 and the recently
5 amended Sections 3395 and 3396 of Title 8 of the California Code of Regulations will result in the
6 imposition of substantial civil penalties. California Labor Code §6428 provides that any employer
7 which violates any occupational safety or health standard shall be assessed a civil penalty of up to
8 \$25,000 for each serious violation. Any Employer that operates without an injury prevention
9 program can be assessed heightened penalties of up to \$124,708. See, California Labor Code
10 §6429.

11 83. Defendant also failed to comply with California Labor Code §§6401.7 and 6401.9
12 which required Defendant to develop and implement a workplace violence prevention plan in
13 accordance with newly codified Labor Code section 6401.9, which sets out the requirements for
14 the plan. Starting July 1, 2024, Defendant was required to establish, implement, and maintain a
15 Workplace Violence Prevention Plan that includes: 1) implementation of a Workplace Violence
16 Prevention Plan; 2) maintaining a violence incidence log; 3) training program to discuss and
17 prevent workplace violence; and 4) maintain records relating to workplace violence which
18 includes, records of workplace violence hazard identifications, evaluations, and correction must be
19 created and maintained for a minimum of five years; training records must be created and
20 maintained;. incident logs; and records of workplace violence incident investigations under must
21 be maintained.

22 84. Defendant willfully failed to implement a Workplace Violence Prevention Policy
23 starting on or about July 1, 2024. Plaintiff and the other aggrieved employees are entitled to
24 recover penalties up to \$25,000 for serious violations, and up to \$158,727 for "willful" violations
25 based upon Defendant's failure to implement a workplace violence protection policy. See, Labor
26 Code §§6401.7, 6401.9, 6428, and 6429.

27 85. Pursuant to Cal. Lab. Code § 2699(a), Plaintiff seeks to recover civil penalties for
28 Defendant's violations of Cal. Lab. Code provisions for which a civil penalty is specifically

1 provided, including but not limited to, the following:

- 2 a. Pursuant to Cal. Lab. Code § 210, for violations of California Labor Code §
3 204, Defendant is subject to a civil penalty in the amount of one hundred
4 dollars (\$100) for the initial violation for each failure to pay each employee,
5 and two hundred dollars (\$200) per employee for violations in subsequent
6 pay periods.
- 7 b. Pursuant to Cal. Lab. Code § 226.3, for violations of California Labor Code
8 § 226(a), Defendant is subject to a civil penalty in the amount of two
9 hundred and fifty dollars (\$250) per aggrieved employee for the initial pay
10 period where a violation occurs and one thousand dollars (\$1,000) per
11 aggrieved employee for violations in subsequent pay periods.
- 12 c. Pursuant to Cal. Lab. Code § 558(a), “[a]ny employer or other person acting
13 on behalf of an employer who violates, or causes to be violated, a section of
14 this chapter or any provision regulating hours and days of work in any order
15 of the Industrial Welfare Commission,” including Cal. Lab. Code §§ 510
16 and 512, shall be subject to a civil penalty, in addition to any other penalty
17 provided by law, of fifty dollars (\$50) for initial violations for each
18 underpaid employee for each pay period for which the employee was
19 underpaid and one hundred dollars (\$100) for each subsequent violation for
20 each underpaid employee for each pay period for which the employee was
21 underpaid. In addition, Plaintiff seeks civil penalties in the amount
22 sufficient to recover unpaid wages owed to aggrieved employees pursuant
23 to Cal. Lab. Code § 558(a).
- 24 d. Pursuant to Cal. Lab. Code § 1174.5, for violations of Cal. Lab. Code §
25 1174(d), Defendant is subject to a civil penalty of five hundred dollars
26 (\$500).
- 27 e. Pursuant to Cal. Lab. Code § 1197.1, an employer who pays or causes to be
28 paid to any employee a wage less than the minimum fixed by an order of

1 the commission, shall be subject to a civil penalty as follows: for any initial
2 violation that is intentionally committed, one hundred dollars (\$100) for
3 each underpaid employee for each pay period for which the employee is
4 underpaid; and for each subsequent violation of the same offense, two
5 hundred fifty dollars (\$250) for each underpaid employee for each pay
6 period for which the employee is underpaid regardless of whether the initial
7 violation was intentionally committed.

8 86. Cal. Lab. Code § 2699(f) provides that for all Cal. Lab. Code violations for
9 which a civil penalty is not specifically provided, the following civil penalties are established: one
10 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
11 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
12 violation.

13 87. Plaintiff seeks to recover such civil penalties under Cal. Lab. Code § 2699(f) for
14 Defendant's violations of Cal. Lab. Code provisions for which a civil penalty is not specifically
15 provided, including but not limited to, Cal. Lab. Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198,
16 and 2802.

17 88. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to Cal.
18 Lab. Code § 2699(g)(1) and Cal. Code Civ. P. § 1021.5.

19 89. Pursuant to California Labor Code §§ 2699.3, on December 8, 2025, Plaintiff gave
20 written notice by certified mail to the California Labor and Workforce Development Agency
21 ("LWDA") and Defendant of the specific provisions of the California Labor Code and IWC Wage
22 Orders alleged to have been violated, including the facts and theories to support the alleged
23 violations. Within sixty-five (65) calendar of the postmark date of Plaintiff's notice letter, the
24 LWDA did not provide notice to Plaintiff that it intends to investigate the alleged violations.
25 Therefore, Plaintiff has complied with all of the requirements set forth in California Labor Code §
26 2699.3 to commence a representative action under PAGA.

27 **PRAYER FOR RELIEF**

28 **WHEREFORE**, Plaintiff, individually and on behalf of all other persons similarly

1 situated, respectfully prays for relief against Defendant and DOES 1 through 50, inclusive, and
2 each of them, as follows:

3 1. For compensatory damages in an amount to be ascertained at trial;

4 2. For restitution of all monies due to Plaintiff and Class members, as well as
5 disgorged profits from the unfair and unlawful business practices of Defendant;

6 3. For meal and rest break compensation and premium payments pursuant to
7 California Labor Code § 226.7 and IWC Wage Order No. 9-2001 and all other applicable IWC
8 Wage Orders;

9 4. For liquidated damages pursuant to California Labor Code § 1194.2;

10 5. For preliminary and permanent injunctive relief enjoining Defendant from violating
11 the relevant provisions of the California Labor Code and the IWC Wager Orders, and from
12 engaging in the unlawful business practices complained of herein;

13 6. For waiting time penalties pursuant to California Labor Code § 203;

14 7. For statutory civil penalties according to proof, including but not limited to all
15 penalties authorized by the California Labor Code §§ 210, 225.5, 226(e), 226.3, 354, 1174.5,
16 1775, and 1197.1;

17 8. An award of actual and statutory damages to Plaintiff and the Class pursuant to
18 California Civil Code §§ 1785.31 and 1786.50, in an amount subject to proof at trial;

19 9. For interest on the unpaid wages at 10 percent per annum pursuant to California
20 Labor Code §§ 218.6, 1194, California Civil Code §§ 3287, 3288, and/or any other applicable
21 provision providing for pre-judgment interest;

22 10. For reasonable attorneys' fees and costs pursuant to California Labor Code §§
23 218.5, 226, 1194, 2699, California Code of Civil Procedure § 1021.5, California Civil Code §
24 1786.50(a)(2), California Civil Code § 1785.31(a), and/or any other applicable provisions
25 providing for attorneys' fees and costs;

26 11. For declaratory relief;

27 12. For an order requiring and certifying the First through Twelfth Causes of Action as
28 a class action;

1 13. For an order appointing Plaintiff as Class representative and Plaintiff's counsel as
2 Class counsel; and

3 14. For such further relief that the Court may deem just and proper.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff, on behalf of himself and all others similarly situated, hereby demands a jury trial
6 with respect to all issues triable of right by jury.

7 DATED: February 17, 2026

THE WHEELER LAW FIRM, APC

8
9 By: _____


Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the Putative Class