

AARON N. COLBY (State Bar No. 247339)
aaron@colbylegal.com
ZOE YUZNA (State Bar No. 268496)
zoe@colbylegal.com
COLBY LAW FIRM, PC
13263 Ventura Boulevard, Suite 203
Studio City, California 91604
Telephone: (818) 253-1599
Fax: (818) 475-1981

Attorneys for Plaintiff
EVERARDO CASTRELLON

FILED
Superior Court of California
County of Los Angeles
11/07/2023

David W. Slayton, Executive Officer / Clerk of Court
By: A. Maglalang Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

EVERARDO CASTRELLON, an individual,

Plaintiff,

vs.

VALLEY CAR WASH, a corporation; 4S
CORPORATION, a corporation; SHAHRIAR
SHOUHED, an individual, RAFIE
SHOUHED, and individual; and DOES 1
through 10 inclusive,

Defendant.

Case No. 23STCV22789

**PLAINTIFF'S FIRST AMENDED COMPLAINT
FOR:**

1. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
2. **AGE DISCRIMINATION IN VIOLATION OF GOVERNMENT CODE SECTION 12940(a)**
3. **FAILURE TO PREVENT IN VIOLATION OF GOVERNMENT CODE SECTION 12940(k)**
4. **FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF LABOR CODE SECTIONS 1194, 1194.2, 1197, 1197.1**
5. **FAILURE TO PAY OVERTIME IN VIOLATION OF SECTIONS 510, 1194, 1198**
6. **FAILURE TO AUTHORIZE AND PERMIT MEAL BREAKS IN VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**
7. **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS IN VIOLATION OF LABOR CODE SECTION 226.7**
8. **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226(a)**
9. **FAILURE TO PAY WAGES OWED TIMELY IN VIOLATION OF LABOR CODE SECTIONS 201 TO 203**
10. **PRIVATE ATTORNEY'S GENERAL ACT (LABOR CODE SECTION 2698)**

JURY TRIAL DEMANDED

1 Plaintiff Everardo CASTRELLON (“Plaintiff”) alleges and complains against Defendants Valley
2 Car Wash, 4S Corporation, Shahriar Shouhed, and Rafie Shouhed and Does 1 through 10 (collectively,
3 “Defendant”) as follows:

4 **PARTIES | JURISDICTION | VENUE**

5 1. Plaintiff, at all times relevant hereto, is and has been a resident of the State of California.

6 2. Defendants Valley Car Wash and 4S Corporation operate a car wash at 7530 Van Nuys
7 Boulevard, Van Nuys, California 91405 (the “worksite”). Defendants Shahriar Shouhed and Rafie
8 Shouhed own Valley Car Wash and 4S Corporation.

9 3. Defendants conduct business and reside in the State of California.

10 4. Under California Code of Civil Procedure section 395(a), venue is proper in this County
11 because Defendant resides in this County and/or Plaintiff’s alleged injuries herein occurred in this County.

12 5. The true names and capacities of the defendants named herein as Does 1 through 10,
13 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore
14 sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474.
15 Plaintiff believes that all of the Doe defendants are California residents. Plaintiff will amend this
16 Complaint to show such true names and capacities when they have been determined. Defendant and Doe
17 Defendants are collectively referred to as “Defendant,” “Defendants” or “Defendant Employers.”

18 6. Plaintiff believes that, at all times relevant herein, each defendant designated, including
19 Does 1 through 10, was the agent, managing agent, principal, owner, partner, joint venturer, representative,
20 manager, servant, employee, and/or co-conspirator of each of the other defendants, and was at all times
21 mentioned herein acting within the course and scope of said agency and employment, and that all acts or
22 omissions alleged herein were duly committed with the ratification, knowledge, permission,
23 encouragement, authorization, and consent of each defendant designated herein.

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7. Defendant, and each of them, acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code section 12940(i). Defendant, and each of them, formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

ALTER EGO | AGENCY | JOINT EMPLOYER

8. There exists such a unity of interest and ownership between Defendant Employers that the individuality and separateness of Defendant Employers have ceased to exist. At all times relevant hereto, Defendant Employers, and each of them, were the agents, employees, managing agents, supervisors, coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendant Employers, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or joint venture and with the permission and consent of each of the other Defendant Employers. Whenever and wherever reference is made in this complaint to any act or failure to act by a defendant or co-defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

9. Plaintiff believes Defendant Employers were both Plaintiff's joint employer and are liable under the joint employer and single enterprise theories. *See Laird v. Capital Cities* (1998) 68 Cal.App.4th 727, 737-38 (four factors to prove single enterprise are "interrelation of operations, common management, centralized control of labor relations, and common ownership or financial control. ... Although courts consider the four factors together, they often deem centralized control of labor relations the most important."); *see also Vernon v. State of California* (2004) 116 Cal.App.4th 114, 128 (separate entities can also be deemed a "joint employer" by having the right to control the employment relationship, as evaluated by focusing on "an examination of defendant's role with respect to the right to hire, fire, transfer, promote, discipline, set the terms, conditions and privileges of employment, train and pay the plaintiff.")).

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10. Defendant Employers were Plaintiff's employers, joint employers and/or special employers within the meaning of Government Code sections 12926 (d), 12940 (a),(h),(1), (h)(3)(A), (i), and, 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of this Court. Defendant Employers were Plaintiff's employers, joint employers and/or special employers within the meaning of the Labor Code and the applicable Industrial Welfare Commission Order, and are each an "employer or other person acting on behalf of an employer" as such term is used in Labor Code sections 558 and/or 558.1, and liable to Plaintiff on that basis. Defendant Employers are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendant Employers. Plaintiff performed services for each and every one of Defendant Employers, and to the mutual benefit of all Defendant Employers, and all Defendant Employers shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendant Employers' business was and is conducted.

11. Labor Code section 558.1 provides that an employer or "other person acting on behalf of an employer" who violates certain California wage and hour laws "may be held liable as the employer for such violation." Labor Code section 558.1 defines "other person acting on behalf of an employer" as a "natural person who is an owner, director, officer, or managing agent" of the employer. Labor Code section 558.1(b). *See* Labor Code section 558(a) (authorizing civil penalties against "any employer or other person acting on behalf of an employer" who causes overtime pay violations to occur."); *see Atempa v. Pedrazzani*, 27 Cal.App.5th 809, 823-824 (2018); Labor Code section 1197.1 ("Any employer or other person acting either individually or as an officer, agent, or employee of another person" for failure to pay minimum wages."); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089 (2005) ("aggrieved employees may ... maintain civil actions to recover such penalties"); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089, fn. 10 (2005) (alter ego doctrine may be used in wage claim actions to impose liability on controlling directors and shareholders); *see* Government Code section 12925(d) (defining "Person" as one or more individuals, partnerships, associations, corporations, limited liability companies, legal representatives, trustees, trustees in bankruptcy, and receivers or other fiduciaries).

12. Despite the formation of purported corporate existence, Defendant Employers are, in reality, one and the same, including, but not limited to because: (a) Defendant Employers are completely

dominated and controlled by one another, who personally committed the frauds and violated the laws as set forth in this complaint, and who have hidden and currently hide behind Defendant Employers to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose; (b) Defendant Employers derive actual and significant monetary benefits by and through one another's unlawful conduct, and by using one another as the funding source for their own personal expenditures; (c) Defendant Employers, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose; (d) Defendant Employers does not comply with all requisite corporate formalities to maintain a legal and separate corporate existence; (e) the business affairs of Defendant Employers are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Defendant Employers are, and at all times relevant hereto were, used by one another as a mere shell and conduit for the conduct of certain of Defendant Employers' affairs, and are, and were, the alter ego of one another. The recognition of the separate existence of each of the Defendant Employers would not promote justice, in that it would permit Defendant Employers to insulate themselves from liability to Plaintiff for violations of the law. The corporate existence of Defendant Employers should each be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein. Accordingly, Defendant Employers constitute the alter ego of one another, and the fiction of their separate corporate existence must be disregarded.

ADMINISTRATIVE EXHAUSTION

13. Plaintiff exhausted administrative requirements for Plaintiff's claims.

14. On September 20, 2023, Plaintiff filed a complaint with the California Civil Rights Department (CRD) (formerly known as the Department of Fair Employment and Housing (DFEH)) setting forth the allegations and claims herein. Plaintiff obtained an immediate Right to Sue from the CRD.

15. On August 29, 2023, Plaintiff's counsel gave written notice by online filing with the California Labor & Workforce Development Agency ("LWDA") and by sending via certified mail to Defendants a letter specifying the California Labor Code provisions Defendants violated, including the facts and theories supporting the alleged violations. More than sixty-five (65) days have passed since

Plaintiff's counsel submitted the letter to the LWDA and certified-mailed the letter to Defendants, and the LWDA has not provided notice of intent to investigate the alleged violations, nor have Defendants provided notice of intent or any efforts to cure. Accordingly, the statutory period for any investigation or response has concluded and Plaintiff may commence this lawsuit pursuant to Labor Code section 2699, as provided by subsection 2699.3.

FACTUAL ALLEGATIONS

16. **Defendant.** Defendants *Valley Car Wash and 4S Corporation* operates a car wash at 7530 Van Nuys Boulevard, Van Nuys, California 91405 (the "worksite"). Defendants *Shahriar Shouhed* and *Rafie Shouhed* own Valley Car Wash and 4S Corporation.

17. **Plaintiff's Hire.** In 1989, Defendant hired Plaintiff Everardo Castellon (born in 1948) as an employee in the job position of Car Wash Attendant to work at the worksite. Exhibit 1.

18. **Plaintiff's Job Details.** Defendant classified Plaintiff as a "non-exempt" employee. Defendant paid Plaintiff minimum wage, plus tips. At the time of termination, Defendant paid Plaintiff \$16 per hour.

19. Plaintiff's job duties included washing cars. Plaintiff's work schedule was typically Wednesday through Sunday, 9am to 3pm. Plaintiff reported to General Manager *Ramon Prudencio*.

20. Plaintiff was an exemplary employee, until his wrongful termination on March 8, 2023.

21. **Defendant Starts To Discriminate Based On Age.** In 2022, Defendant reduced the hours of employees older than 50 years of age and increased the hours of those under 40 years of age. Defendant did this because they foster age discrimination in the workplace insofar as they seek younger employees who are more energetic and are less likely to suffer workplace injuries.

22. **Wrongful Termination (Discrimination).** On March 8, 2023, Defendant fired Plaintiff based on age discrimination. Despite 34 years of loyal service, Defendant fired Plaintiff and cited age as the reason. On March 8, 2023, at the start of Plaintiff's shift, Ramon Prudencio told Plaintiff:

You are no longer going to work here because you are too old. Your work output is not the same compared to the other workers. The owner does not want you to have a potential fall while on the job. You are no longer quired to come in. Come back on payday to pick up your final paycheck.

23. Plaintiff asked for something in writing but Defendant refused to give him anything.

24. A substantial motivating reason for Defendant's decision to terminate Plaintiff's employment was Plaintiff's age (74). Plaintiff was one of the oldest employees at the time he was fired.

25. **Rounding Time.** Defendant did not pay Plaintiff for the actual time worked based on Plaintiff's actual clock in/out times, but instead paid Plaintiff based on "rounded" clock in/out times. Defendant's rounding of clock in/out times led to an underpayment of wages to Plaintiff.

26. **Off-The-Clock Work.** Defendant failed to pay Plaintiff for all time worked. The off-the-clock work included, among other things according to proof: working during breaks, such as carrying on with work during a meal or break; illegally "rounding" employee time at the beginning and/or end of the shift and/or the beginning and/or end of meal breaks.

27. **Overtime Work.** Defendant failed to pay Plaintiff for work in excess of eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1.5) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek, and for work in excess of twelve (12) hours in a day overtime compensation at a rate of two (2) times the regular rate of pay.

28. **Combining Meal And Rest Breaks.** Defendant required Plaintiff to take statutory rest breaks with Plaintiff's statutory meal break, effectively combining the three breaks into a single break.

29. **Meal Break Violations.** Defendant failed to provide Plaintiff with first or second timely, uninterrupted 30-minute meal break as required by law, according to proof. For instance, among other things according to proof: Plaintiff did not get meal breaks at all; Plaintiff was forced to work throughout Plaintiff's meal breaks; Plaintiff was "on-call" during meal breaks; Defendant automatically deducted unpaid meal break time from Plaintiff's time worked even though Plaintiff performed work during such time; Defendant rounded Plaintiff's clock in and out times for the start and end of meal breaks; Plaintiff's meal breaks were not timely; Plaintiff's meal breaks were interrupted; Plaintiff's meal breaks were less than the full 30 minutes; and/or Defendant required Plaintiff to remain on premises at the worksite during meal breaks.

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30. Defendant required Plaintiff to always record meal breaks, even when meal breaks were never taken, or were late, short, and/or interrupted. As a result, 30-minute meal breaks were deducted from Plaintiff's time records for hours Plaintiff actually spent working. This is a form of off-the-clock work that Plaintiff performed.

31. **Rest Break Violations.** Defendant failed to authorize and permit Plaintiff to take a 10-minute rest break per each four (4) hour period worked or a major fraction thereof, according to proof. For instance, among other things according to proof: Plaintiff did not get rest breaks at all; Plaintiff was forced to work throughout Plaintiff's rest breaks; Plaintiff was "on-call" during rest breaks; Plaintiff's rest breaks were not timely; Plaintiff's rest breaks were interrupted; Plaintiff's rest breaks were less than the full 10 minutes; and/or Defendant required Plaintiff to remain on premises at the worksite during rest breaks.

32. **Wage Statements.** Defendant knowingly and intentionally failed to provide Plaintiff with uniform, complete, and accurate wage statements because the wage statements provided to Plaintiff failed to list the: accurate totals of the hours worked; number of hours worked at each hourly rate; net wages earned; and/or gross wages earned.

33. **Final Pay.** Defendant failed to pay Plaintiff all wages owed to Plaintiff immediately upon Plaintiff's termination of employment, including earned and unpaid wages, such as: minimum wages; overtime wages; meal and rest period premium wages; and/or all wages owed for the final day of work

FIRST CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

34. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

35. The elements of a claim for wrongful termination in violation of public policy are (1) an employer-employee relationship, (2) the employer terminated the plaintiff's employment, (3) the termination was substantially motivated by a violation of public policy, and (4) the discharge caused the plaintiff harm. *See Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167; *see Yau v. Allen* (2014) 229 Cal.App.4th 144, 154.

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43. At all times mentioned herein, California Government Code section 12940 *et seq.* was in full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

44. California Government Code section 12940(a) makes it unlawful for “an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.”

45. Plaintiff’s age was a substantial motivating factor for Defendant’s decision to terminate Plaintiff’s employment as alleged herein.

46. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the jurisdictional minimum of this Court.

47. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated. As a result of the aforesaid acts of Defendant, Plaintiff suffered harm to Plaintiff’s reputation and claims general damages for such mental and physical distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

48. The actions alleged herein were taken by managing agents and/or officers of Defendant and/or ratified by managing agents and/or officers of Defendant, including but not limited to Ramon Prudencio, and said managing agents and/or officers of Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

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49. As a proximate result of the wrongful acts of Defendant, Plaintiff has been forced to hire attorneys to prosecute the claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys' fees and costs under California Government Code section 12965(b).

THIRD CAUSE OF ACTION

**FAILURE TO PREVENT DISCRIMINATION IN VIOLATION OF
GOVERNMENT CODE SECTION 12940(k)**

50. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

51. At all times mentioned herein, California Government Code section 12940 *et seq.* was in full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

52. California Government Code section 12940(k) makes it illegal "For an employer...to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring."

53. Defendant failed to take all reasonable steps necessary to prevent the discrimination that Plaintiff suffered, as alleged herein, and other conduct according to proof.

54. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the jurisdictional minimum of this Court.

55. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated. As a result of the aforesaid acts of Defendant, Plaintiff suffered harm to Plaintiff's reputation and claims general damages for such mental and physical distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

56. The actions alleged herein were taken by managing agents and/or officers of Defendant and/or ratified by managing agents and/or officers of Defendant, including but not limited to Ramon Prudencio, and said managing agents and/or officers of Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

57. As a proximate result of the wrongful acts of Defendant, Plaintiff has been forced to hire attorneys to prosecute the claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys' fees and costs under California Government Code section 12965(b).

FOURTH CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF CALIFORNIA

LABOR CODE SECTIONS 204, 1194, AND 1197 AND WAGE ORDER

58. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

59. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

60. California Labor Code section 204(a) states that wages “earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

61. California Labor Code section 1194(a) states (in relevant part): “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

62. California Labor Code section 1197 states (in relevant part): “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

63. The applicable California Industrial Wage Order states: “Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

64. Defendant violated the foregoing statutes and regulations as alleged herein.

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65. Pursuant to California Labor Code sections 218.5, 1194, 1194.2, 1197.1, 1197.2, Plaintiff is entitled to recover the full amount of Plaintiff's unpaid wages, liquidated damages, waiting time penalties, reasonable attorneys' fees, and costs of suit. Plaintiff is entitled to recover interest on all due and unpaid wages and waiting time penalties under Labor Code section 218.6 and/or Civil Code section 3287(a).

FIFTH CAUSE OF ACTION

**FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF
LABOR CODE SECTIONS 510, 1194, 1198, AND 1199 AND WAGE ORDER**

66. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

67. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

68. The applicable Industrial Welfare Commission Wage Order provides that: "(A) Daily Overtime – General Provisions. (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than: (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked In excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.; and (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek. (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

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69. California Labor Code section 510 provides that: (a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

70. California Labor Code section 1194 provides in relevant part: (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's, and costs of suit.

71. California Labor Code section 218.5 provides in relevant part: In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action.

72. At all relevant times, throughout Plaintiff's employment, Plaintiff regularly and with Defendant's knowledge worked more than eight (8) hours in working day.

73. Defendant did not pay 1 ½ times the legal minimum hourly wage rate for all the hours worked over eight (8) hours in a work day and/or 40 hours in a work week, and Defendant did not pay two times the legal minimum hourly rate for all the hours worked over twelve (12) hours in a work day as alleged herein.

74. During the relevant time period, Defendant intentionally and willfully failed to pay for all hours Defendant suffered and/or permitted Plaintiff to work, including for overtime hours.

75. Plaintiff alleges that wages are due to Plaintiff for all hours worked during which Plaintiff was not paid proper overtime wages pursuant California Labor Code sections 510 and 1194 and all applicable laws, rules, orders, requirements and regulations.

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76. Plaintiff demands all applicable reimbursements, interest and penalties for lost overtime wages.

77. Plaintiff further demands reasonable attorneys' fees and costs of suit pursuant to California Labor Code sections 218.5 and 1194, and any other applicable statute or regulation.

SIXTH CAUSE OF ACTION

**FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF
LABOR CODE SECTIONS 226.7 AND 512 AND WAGE ORDER**

78. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

79. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

80. California Labor Code section 512(a) states (in relevant part): “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.”

81. The applicable Industrial Welfare Commission Wage Order provides that: No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee.

82. California Labor Code section 226.7(b) provides: If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

83. During the relevant time period, Defendant worked Plaintiff more than five hours per day without an off-duty, timely, and/or uninterrupted 30-minute meal period as required by California Labor Code section 512 and the applicable Industrial Welfare Commission Wage Order. During the relevant time period, Plaintiff worked more than six (6) hours in a workday and did not waive the right to a meal period by mutual consent. Defendant's policy and practice was not to compensate Plaintiff with the full

amount of pay due and owing as required by California Labor Code section 226.7, and the applicable Industrial Welfare Commission order (i.e., one hour of pay per day per lunch period at the employee's regular rate of compensation).

84. Plaintiff demands all applicable reimbursements, interest, and penalties for Plaintiff's lost wages.

85. Plaintiff demands reasonable attorneys' fees and costs of suit pursuant to California Labor Code sections 218.5 and 1194, and any other applicable statute or regulation.

SEVENTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS IN VIOLATION OF LABOR CODE SECTION 226.7 AND WAGE ORDER 4-2001

86. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

87. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

88. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California Industrial Welfare Commission.

89. The applicable Industrial Welfare Commission Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3 ½) hours."

90. Defendant's conduct violates applicable Wage Orders and California Labor Code section 226.7. During the relevant time period, Defendant required Plaintiff to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked. During the relevant time period, Defendant willfully required Plaintiff to work during rest periods and failed to pay Plaintiff the full rest period premium for work performed during rest periods. During the relevant time period, Defendant failed to pay Plaintiff the full rest period premium due pursuant to California Labor Code section 226.7.

91. Pursuant to the applicable Industrial Welfare Commission Wage Order and California Labor Code section 226.7(b), Plaintiff is entitled to recover from Defendant one additional hour of pay at the employee's regularly hourly rate of compensation for each work day that the rest period was not provided.

EIGHTH CAUSE OF ACTION

**FAILURE TO FURNISH COMPLIANT WAGE STATEMENTS IN VIOLATION OF
LABOR CODE SECTION 226(a)**

92. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

93. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

94. California Labor Code section 226(a) provides that every employer shall furnish each of their employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and their or their social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

95. California Labor Code section 226 requires employers to list on an itemized wage statement “all amounts earned and now owing, not just those amounts actually paid.” *Naranjo v. Spectrum Security Services, Inc.*, 2022 WL 1613499, at *13 (Cal., May 23, 2022).

96. California Labor Code section 226(e)(1) provides that “[a]n employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.”

97. California Labor Code section 226.3 provides that “Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.”

98. Plaintiff has suffered injury and damage to Plaintiff's statutory-protected rights as Defendant intentionally and willfully failed to provide Plaintiff with complete and accurate wage statements as alleged herein. The deficiencies include, but are not limited to, the failure to include: total hours worked by the employee; the inclusive dates of the period for which the employee is paid; the name of the employee and their social security number; the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

99. Plaintiff is entitled to recover from Defendant the greater of Plaintiff's actual damages caused by Defendant's failure to comply with California Labor Code section 226(a), or pursuant to California Labor Code section 226(e), an aggregate penalty not exceeding four thousand dollars per employee, and an award of costs and reasonable attorney's fees.

NINTH CAUSE OF ACTION

**FAILURE TO PAY ALL WAGES OWED UPON TERMINATION IN VIOLATION OF
LABOR CODE SECTIONS 201 TO 203**

100. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

101. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

102. California Labor Code sections 201 and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. For these purposes, wages include meal and rest break period premiums.

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- 1 • **Labor Code § 210.** Failure to pay wages as required by Labor Code §§ 201.3, 204, 204b,
2 204.1, 204.2, 205, 205.5, 227.3, and/or 1197.5.
- 3 • **Labor Code § 212.** Failure to include the name and address of established place of
4 business in the state on pay checks to cash or deposit pay checks.
- 5 • **Labor Code § 213.** Unauthorized payment of final wages via direct deposit.
- 6 • **Labor Code § 221.** Failure to not collect and receive owed wages.
- 7 • **Labor Code § 226.** Failure to provide timely and accurate wage statements.¹
- 8 • **Labor Code § 226.3.** Failure to comply with Labor Code § 226(a).
- 9 • **Labor Code § 226.7.** Failure to provide rest periods and failure to provide an additional
10 hour of pay at the regular rate of compensation in lieu of the rest periods.
- 11 • **Labor Code §§ 226.7 and 512.** Failure to provide meal periods and failure to provide an
12 additional hour of pay at the regular rate of compensation in lieu of the meal periods.
- 13 • **Labor Code § 256.** Failure to pay all wages immediately upon termination or within 72
14 hours after notice of separation.
- 15 • **Labor Code §§ 510 and 1194.** Failure to pay overtime and double time compensation.
- 16 • **Labor Code §§ 510, 1194, 1194.2, and 1197.** Failure to pay minimum wages, including
17 overtime and double time compensation at the minimum wage rate.
- 18 • **Labor Code § 558.** Violation of a section of the chapter of the Labor Code starting with
19 Labor Code § 500, *et seq.*, or any provision regulating hours and days of work in any order of the Industrial
20 Welfare Commission.
- 21 • **Labor Code § 558.1.** Violation any provision regulating minimum wages or hours and
22 days of work in any order of the Industrial Welfare Commission, and violating Labor Code §§ 203, 226,
23 226.7, 1193.1, and/or 1194.
- 24 • **Labor Code § 1174.** Failure to maintain compliant employee and payroll records.
- 25 • **Labor Code § 1197.1.** Failure to pay minimum wage.
- 26 • **Labor Code § 1199.** Violation of an order of the Industrial Welfare Commission.

27
28 ¹ *Bernstein v. Virgin America, Inc.*, 3 F.4th 1127 (9th Cir. 2021) (awarding nearly \$4.4 million in statutory Labor Code § 226 penalties and an additional \$5 million in PAGA civil penalties for Labor Code § 226 violations).

1 • **Labor Code § 1198.** Violation of the following sections of orders of the Industrial Welfare
2 Commission for conditions of labor prohibited by such:

- 3 a. **Wage Order 1-2001 (or other applicable Wage Order), Section 3**, requiring an
4 employer to pay overtime and double time compensation.
- 5 b. **Wage Order 1-2001 (or other applicable Wage Order), Section 4**, requiring an
6 employer to pay minimum wages, including overtime and double time
7 compensation at the minimum wage rate.
- 8 c. **Wage Order 1-2001 (or other applicable Wage Order), Section 7**, requiring an
9 employer to maintain accurate information with respect to each employee; provide
10 employees with thorough and accurate itemized wage statements; and, provide
11 clocks within a reasonable distance from employees' work areas.
- 12 d. **Wage Order 1-2001 (or other applicable Wage Order), Section 11**, requiring an
13 employer to provide its employees with adequate meal periods and an additional
14 hour of pay at the regular rate of compensation in lieu of the rest periods.
- 15 e. **Wage Order 1-2001 (or other applicable Wage Order), Section 12**, requiring an
16 employer to provide its employees with adequate rest periods and an additional
17 hour of pay at the regular rate of compensation in lieu of the rest periods.

18 109. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code section
19 2699(c), and a proper representative to bring a civil action on behalf of Plaintiff and other current and
20 former employees of Defendant pursuant to the procedures specified in California Labor Code section
21 2699.3, because Plaintiff is employed by Defendant and the alleged violations of the California Labor
22 Code were committed against Plaintiff.

23 110. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice on August
24 29, 2023, by online filing to the California Labor and Workforce Development Agency (“LWDA”) and
25 by certified mail to Defendant of the specific provisions of the California Labor Code and IWC Wage
26 Orders alleged to have been violated, including the facts and theories to support the alleged violations.
27 More than 65 days have passed since Plaintiff provided written notice to the LWDA. The LWDA has not
28 provided notice that it intends to investigate PLAINTIFF’S claims.

111. Pursuant to California Labor Code section 2699.3, Plaintiff served Defendant with the
aforementioned LWDA notice via certified mail on August 30, 2023. More than 33 days have passed
since that date. Defendant has not provided Plaintiff with notice that it cured any of the violations
alleged therein.

112. Per the tolling provision in Labor Code section 2699.3(g), the period of liability under
Plaintiff's PAGA claim extends one year and sixty-five days before the filing of this complaint (the
"PAGA Liability Period").

113. Accordingly, Plaintiff has complied with all of the requirements set forth in California
Labor Code section 2699.3 to commence a representative action under PAGA.

114. Pursuant to PAGA, Plaintiff seeks civil penalties due to Plaintiff, other aggrieved
employees, and the State of California according to proof, pursuant to the California Labor Code,
including California Labor Code sections 2699(a) and 2699(f), which provides for \$100 for each initial
violation and \$200 for each subsequent violation per employee pay period. In addition, pursuant to PAGA,
Plaintiff seeks to recover civil penalties, including but not limited to penalties under Labor Code sections
210, 225.5, 226.3, 558, 1174.5, 1197.1, and 1199 from Defendant in a representative action for the
violations set forth above. Plaintiff is entitled to an award of reasonable attorneys' fees and costs pursuant
to Labor Code section 2699(g)(1).

JURY TRIAL DEMANDED

Plaintiff demands a jury as to all causes of action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendant as follows:

- a. For general economic damages according to proof;
- b. For general non-economic damages according to proof;
- c. For special damages according to proof;
- d. For penalties where provided by law;
- e. For punitive damages where allowed by law;

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- 1 f. For prejudgment interest pursuant to California Labor Code section 218.6, California
2 Civil Code section 3287 and/or California Civil Code section 3288 and/or any other
3 provision of law providing for prejudgment interest;
4 g. For attorneys' fees where allowed by law;
5 h. For costs of suit incurred herein; and
6 i. For such other and further relief as deemed just and proper.
7

8 DATED: November 7, 2023

COLBY LAW FIRM, PC

9
10 
11

12 By: _____

13 AARON N. COLBY
14 ZOE YUZNA

15 Attorneys for Plaintiff
16 EVERARDO CASTRELLON
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

Employee Reference Copy
W-2 Wage and Tax Statement **2022**

Copy to be filed with employee's records.

Control number Dept. Corp. Employer use only
000010 K4/MOZ A

OMB No. 1545-0008

Employer's name, address, and ZIP code

VALLEY CAR WASH
7530 VAN NUYS BLVD
VAN NUYS, CA 91405

Batch #91573

Employee's name, address, and ZIP code

EVERARDO CASTRELLON

REDACTED

Employer's FED ID number 95-4109979	a Employee's SSA number REDACTED
Wages, tips, other comp. 18012.16	2 Federal income tax withheld
Social security wages 18012.16	4 Social security tax withheld 1116.75
Medicare wages and tips 18012.16	6 Medicare tax withheld 261.18
Social security tips	8 Allocated tips
	10 Dependent care benefits
1 Nonqualified plans	12a See instructions for box 12
4 Other	12b
198.14 SDI	12c
	12d
	13 Stat emp Ret. plan 3rd party sick pay
5 State Employer's state ID no. CA 343-2194 3	16 State wages, tips, etc. 18012.16
7 State income tax	18 Local wages, tips, etc.
19 Local income tax	20 Locality name

1. Your Gross Pay was adjusted as follows to produce your W-2 Statement.

	Wages, Tips, other Compensation Box 1 of W-2	Social Security Wages Box 3 of W-2	Medicare Wages Box 5 of W-2	CA. State Wages, Tips, Etc. Box 16 of W-2
Gross Pay	18,012.16	18,012.16	18,012.16	18,012.16
Reported W-2 Wages	18,012.16	18,012.16	18,012.16	18,012.16

2. Employee Name and Address.

EVERARDO CASTRELLON
REDACTED

© 2022 ADP, Inc.

Wages, tips, other comp. 18012.16	2 Federal income tax withheld
Social security wages 18012.16	4 Social security tax withheld 1116.75
Medicare wages and tips 18012.16	6 Medicare tax withheld 261.18
Control number Dept. Corp. Employer use only 000010 K4/MOZ A	
Employer's name, address, and ZIP code VALLEY CAR WASH 7530 VAN NUYS BLVD VAN NUYS, CA 91405	

Employer's FED ID number 95-4109979	a Employee's SSA number REDACTED
Social security tips	8 Allocated tips
	10 Dependent care benefits
1 Nonqualified plans	12a See instructions for box 12
4 Other	12b
198.14 SDI	12c
	12d
	13 Stat emp Ret. plan 3rd party sick pay

Employee's name, address and ZIP code

EVERARDO CASTRELLON

REDACTED

5 State Employer's state ID no. CA 343-2194 3	16 State wages, tips, etc. 18012.16
7 State income tax	18 Local wages, tips, etc.
9 Local income tax	20 Locality name

Federal Filing Copy

W-2 Wage and Tax Statement **2022**

OMB No. 1545-0008

1 Wages, tips, other comp. 18012.16	2 Federal income tax withheld
3 Social security wages 18012.16	4 Social security tax withheld 1116.75
5 Medicare wages and tips 18012.16	6 Medicare tax withheld 261.18
d Control number Dept. Corp. Employer use only 000010 K4/MOZ A	
c Employer's name, address, and ZIP code VALLEY CAR WASH 7530 VAN NUYS BLVD VAN NUYS, CA 91405	

b Employer's FED ID number 95-4109979	a Employee's SSA number REDACTED
7 Social security tips	8 Allocated tips
9	10 Dependent care benefits
11 Nonqualified plans	12a
14 Other	12b
198.14 CA SDI	12c
	12d
	13 Stat emp Ret. plan 3rd party sick pay

Employee's name, address and ZIP code

EVERARDO CASTRELLON

REDACTED

15 State Employer's state ID no. CA 343-2194 3	16 State wages, tips, etc. 18012.16
17 State income tax	18 Local wages, tips, etc.
19 Local income tax	20 Locality name

CA. State Filing Copy

W-2 Wage and Tax Statement **2022**

OMB No. 1545-0008

1 Wages, tips, other comp. 18012.16	2 Federal income tax withheld
3 Social security wages 18012.16	4 Social security tax withheld 1116.75
5 Medicare wages and tips 18012.16	6 Medicare tax withheld 261.18
d Control number Dept. Corp. Employer use only 000010 K4/MOZ A	
c Employer's name, address, and ZIP code VALLEY CAR WASH 7530 VAN NUYS BLVD VAN NUYS, CA 91405	

b Employer's FED ID number 95-4109979	a Employee's SSA number REDACTED
7 Social security tips	8 Allocated tips
9	10 Dependent care benefits
11 Nonqualified plans	12a
14 Other	12b
198.14 CA SDI	12c
	12d
	13 Stat emp Ret. plan 3rd party sick pay

Employee's name, address and ZIP code

EVERARDO CASTRELLON

REDACTED

15 State Employer's state ID no. CA 343-2194 3	16 State wages, tips, etc. 18012.16
17 State income tax	18 Local wages, tips, etc.
19 Local income tax	20 Locality name

CA. State Filing Copy

W-2 Wage and Tax Statement **2022**

OMB No. 1545-0008

5
SEQ 000044
Company Code
K4 / MOZ 23620925
4S Corporation
7530 Van Nuys Blvd
Van Nuys, CA 91405

Loc/Dept 01/
Number 56400
Page 1 of 1

Earnings Statement



Period Starting: 02/20/2023
Period Ending: 03/05/2023
Pay Date: 03/09/2023

~~###~~ 3/4/23 DW

Taxable Marital Status: Married
Exemptions/Allowances: Tax Override:
Federal: 7 Federal:
State: 7 State:
Local: 0 Local:
Social Security Number: REDACTED

Everardo Castellon

REDACTED

Earnings	rate	hours/units	this period	year to date
Regular	16.0400	12.00	192.48	2045.10

Gross Pay			\$192.48	\$2,045.10
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Statutory Deductions	this period	year to date
Federal Income	0.00	0.00
Social Security	-11.94	126.80
Medicare	-2.79	29.65
California State Income	0.00	0.00
California State DI	-1.74	18.41

Net Pay	\$176.01
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Other Benefits and Information

	this period	year to date
Sick		72.00
- Carry Over		76.26
- Accrued Hours	0.40	0.00
- Taken Hours	0.00	76.26
- Balance		127.50
Total Hours Worked	12.00	

Valley Car Wash
7530 Van Nuys Blvd
Van Nuys, CA 91405

Important Notes

Basis of pay: Hourly

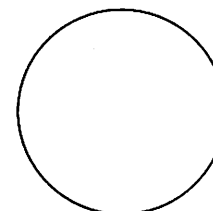
EC

EC

3-8-23
laid off

Spoketo
Ramon Prudencio
employed since
Jan. 1991
Dec 1990

Your federal taxable wages this period are \$192.48
The accrued hours on your Sick Plan may not be available until your 90th day of employment



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ADP WATERMARKS

SEQ 000051
Company Code Loc/Dept Number Page
K4 / MOZ 23620925 01/ 56358 1 of 1
4S Corporation
7530 Van Nuys Blvd
Van Nuys, CA 91405

Earnings Statement



Period Starting: 02/06/2023
Period Ending: 02/19/2023
Pay Date: 02/23/2023

Taxable Marital Status: Married
Exemptions/Allowances: Tax Override:
Federal: 7 Federal:
State: 7 State:
Local: 0 Local:
Social Security Number: REDACTED

Everardo Castellon
REDACTED

Earnings	rate	hours/units	this period	year to date
Regular	16.0400	34.00	545.36	1852.62
Gross Pay			\$545.36	\$1,852.62
Statutory Deductions				
			this period	year to date
Federal Income			0.00	0.00
Social Security			-33.81	114.86
Medicare			-7.90	26.86
California State Income			0.00	0.00
California State DI			-4.90	16.67
Net Pay			\$498.75	

Other Benefits and Information	this period	year to date
Sick		
- Carry Over		72.00
- Accrued Hours	1.14	75.86
- Taken Hours	0.00	0.00
- Balance		75.86
Total Hours Worked	34.00	115.50

Valley Car Wash
7530 Van Nuys Blvd
Van Nuys, CA 91405

Important Notes

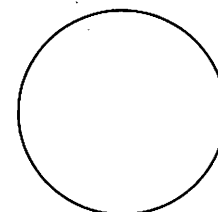
Basis of pay: Hourly

Everardo

Everardo Castellon

Everardo

Your federal taxable wages this period are \$545.36
The accrued hours on your Sick Plan may not be available until your
90th day of employment



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ADP WATERMARKS

6
SEQ 000080
Company Code
K4 / MOZ 23620925
4S Corporation
7530 Van Nuys Blvd
Van Nuys, CA 91405

Loc/Dept Number Page
01/ 56274 1 of 1

Earnings Statement



Period Starting: 01/09/2023
Period Ending: 01/22/2023
Pay Date: 01/26/2023

Taxable Marital Status: Married
Exemptions/Allowances: Tax Override:
Federal: 7 Federal:
State: 7 State:
Local: 0 Local:
Social Security Number: REDACTED

Everardo Castellon
REDACTED

Earnings	rate	hours/units	this period	year to date
Regular	16.0400	31.50	505.26	585.46
Gross Pay			\$505.26	\$585.46
Statutory Deductions			this period	year to date
Federal Income			0.00	0.00
Social Security			-31.33	36.30
Medicare			-7.33	8.49
California State Income			0.00	0.00
California State DI			-4.55	5.27
Net Pay			\$462.05	

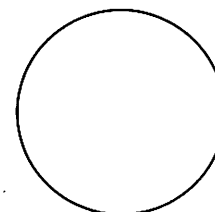
Other Benefits and Information	this period	year to date
Sick		
- Carry Over		72.00
- Accrued Hours	1.05	73.22
- Taken Hours	0.00	0.00
- Balance		73.22
Total Hours Worked	31.50	36.50

Valley Car Wash
7530 Van Nuys Blvd
Van Nuys, CA 91405

Important Notes

Basis of pay: Hourly
If no CA SPSL 22 is listed, you have used zero hours.

Your federal taxable wages this period are \$505.26
The accrued hours on your Sick Plan may not be available until your 90th day of employment



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ADP WATERMARKS

SEQ 000039
Company Code
K4 / MOZ 23620925 Loc/Dept 01/ Number 56234 Page 1 of 1
4S Corporation
7530 Van Nuys Blvd
Van Nuys, CA 91405

Earnings Statement



Period Starting: 12/26/2022
Period Ending: 01/08/2023
Pay Date: 01/12/2023

Taxable Marital Status: Married
Exemptions/Allowances: Tax Override:
Federal: 7 Federal:
State: 7 State:
Local: 0 Local:
Social Security Number: REDACTED

Everardo Castellon
REDACTED

Earnings	rate	hours/units	this period	year to date
Regular	16.0400	5.00	80.20	80.20
Gross Pay			\$80.20	\$80.20
Statutory Deductions			this period	year to date
Federal Income			0.00	0.00
Social Security			-4.97	4.97
Medicare			-1.16	1.16
California State Income			-0.00	0.00
California State DI			-0.72	0.72
Net Pay			\$73.35	

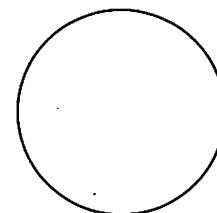
Other Benefits and Information	this period	year to date
Sick		
- Carry Over		72.00
- Accrued Hours	72.17	72.17
- Taken Hours	0.00	0.00
- Balance		72.17
Total Hours Worked	5.00	5.00

Valley Car Wash
7530 Van Nuys Blvd
Van Nuys, CA 91405

Important Notes

Basis of pay: Hourly
If no CA SPSL 22 is listed, you have used zero hours.

Your federal taxable wages this period are \$80.20
The accrued hours on your Sick Plan may not be available until your 90th day of employment



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ADP WATERMARKS

SEQ 000031
 Company Code K4 / MOZ 23620925
 Loc/Dept 01/
 Number 56191
 Page 1 of 1
 4S Corporation
 7530 Van Nuys Blvd
 Van Nuys, CA 91405

Earnings Statement



Period Starting: 12/12/2022
 Period Ending: 12/25/2022
 Pay Date: 12/29/2022

Taxable Marital Status: Married
 Exemptions/Allowances: Tax Override:
 Federal: 7 Federal:
 State: 7 State:
 Local: 0 Local:
 Social Security Number: REDACTED

Everardo Castrellon
 REDACTED

Earnings	rate	hours/units	this period	year to date
Regular	16.0400	35.00	561.40	18012.16
Gross Pay			\$561.40	\$18,012.16
Statutory Deductions				
			this period	year to date
Federal Income			0.00	0.00
Social Security			-34.80	1116.75
Medicare			-8.14	261.16
California State Income			0.00	0.00
California State DI			-6.18	198.14
Net Pay			\$512.28	

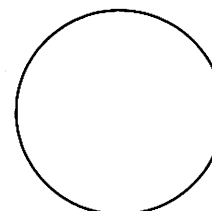
Other Benefits and Information	this period	year to date
Sick		
- Carry Over		72.00
- Accrued Hours	1.17	110.91
- Taken Hours	0.00	0.00
- Balance		110.91
Total Hours Worked	35.00	1165.00

Valley Car Wash
 7530 Van Nuys Blvd
 Van Nuys, CA 91405

Important Notes

Basis of pay: Hourly
 If no CA SPSL 22 is listed, you have used zero hours.

Your federal taxable wages this period are \$561.40
 The accrued hours on your Sick Plan may not be available until your 90th day of employment



HOLD AT AN ANGLE TO VIEW
ADP WATERMARKS

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 13263 Ventura Boulevard, Suite 203, Studio City, California 91604

On November 7, 2023, I served the following document(s) on the following person(s):

Document(s) Served

- **FIRST AMENDED COMPLAINT**

Recipient(s)

- William E. Jemmott (wjemmott@sltlaw.com)

I served the above document(s) by electronic delivery pursuant to C.C.P. 1010.6, which calls for agreement to accept service by electronic delivery.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 7, 2023 at Los Angeles, California.

KAYLEE ALVAREZ

Print Name



Signature

PROOF OF SERVICE