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County of Kern
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

MARIO CORTEZ FIGUEROA, as an individual and on behalf of all other current and former Aggrieved Employees,

Plaintiff,

vs.

TAPATIO AUTO AND TRUCK WRECKING INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 26CUB03797

REPRESENTATIVE ACTION COMPLAINT:

(1) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 et seq.)

UNLIMITED CIVIL CASE

Plaintiff Mario Cortez Figueroa ("Plaintiff") on behalf of himself and all other current and former Aggrieved Employees, hereby brings this Representative Action Complaint against Defendant Tapatio Auto and Truck Wrecking Inc., a California corporation, and DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of himself and all other current and former Aggrieved Employees, hereby brings this action for recovery of civil penalties under California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code § 2698, *et seq*. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

2. Venue is proper in this judicial district pursuant to California Code of Civil Procedure sections 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the County of Kern. Defendants transact business within the County of Kern and/or otherwise are found within the County of Kern, and Defendants are within the jurisdiction of this Court for purposes of service of process.

PARTIES

3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident. During the one year immediately preceding Plaintiff giving the required notice under the PAGA and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.

4. Plaintiff is informed and believes, and based thereon alleges, that during the one year immediately preceding Plaintiff giving the required notice under the PAGA, and continuing to the present, Defendants did (and continue to do) business as an automobile recycler. Defendants employed Plaintiff and other similarly-situated non-exempt employees within Kern County and the state of California and, therefore, were (and are) doing business in Kern County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and other current and former Aggrieved Employees to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and the Aggrieved employees.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the Aggrieved Employees.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff, a current non-exempt employee, began his employment with Defendants in about September 2025. Plaintiff's job title is Scrapper, and his job duties include, without limitation, driving a forklift and assisting with taking cars apart.

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10. Plaintiff is generally scheduled to work seven to nine hours per shift, Monday through Friday. Defendants require Plaintiff to keep track and record of his time worked by clocking in and out by entering the last four numbers of his Social Security Number into the computer application Gusto.

11. During his employment with Defendants, Plaintiff was not paid for all time worked. Specifically, Plaintiff regularly performed off-the-clock work. After his shift and after clocking out, Plaintiff was required to undergo a security check. It took several minutes to walk to the security check area, and an additional several minutes to undergo the security check. This occurred all while Plaintiff was clocked out, and thus he was not compensated for this time. Additionally, while clocked out for his meal periods, Defendants required Plaintiff to perform work duties. As a result, Plaintiff was required to perform work duties while not clocked in and thus was not compensated for all time worked. Due to Defendants' policies and practices that fail to compensate for all hours worked, Plaintiff and other non-exempt employees were deprived of all required minimum wages and overtime wages.

12. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided uninterrupted, duty-free 30-minute meal periods due to Defendants' meal period policies and practices and work demands. Defendants regularly interrupted Plaintiff's meal periods, requiring Plaintiff to perform work duties during his meal periods. Additionally, Plaintiff was not provided a second meal period when he worked a shift longer than 10.0 hours. Although Plaintiff was not provided with all legally-compliant meal periods to which he was entitled, Defendants failed to compensate Plaintiff with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7.

13. Plaintiff was also not authorized and permitted to take all legally required and compliant rest periods due to Defendants' rest period policies and practices. Specifically, Defendants instructed Plaintiff to not take rest periods and did not provide Plaintiff with rest breaks from the beginning of Plaintiff's employment through March 2026. When Defendants began to provide Plaintiff rest periods, Plaintiff was required to be available by telephone and/or walkie-talkie and thus remained under Defendants' control. Further, Defendants' break area was

approximately 5 minutes away from Plaintiff's work area, resulting in rest periods less than net 10 minutes. Although Plaintiff was not provided with all legally-compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7.

14. Defendants also failed to reimburse Plaintiff for necessary business expenses as mandated by Labor Code § 2802. Specifically, Defendants required Plaintiff to purchase tools necessary to perform work duties but did not reimburse Plaintiff for these purchases. On occasion, when Plaintiff requested from Defendants a specific tool required for the job, Defendants purchased the tool and later illegally deducted the expense from Plaintiff's wages.

15. As a result of Defendants' failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff.

16. As a result of all of the aforementioned Labor Code violations, Defendants are liable for civil penalties under the Labor Code Private Attorney General Act.

FIRST CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

17. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

18. Defendants have committed several Labor Code violations against Plaintiff and other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor Code § 2698 et seq., acting on behalf of himself and other Aggrieved Employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (2) no less than $25.00 and up to $200.00 for each aggrieved employee per pay period pursuant

to Labor Code § 2699(f) for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked;

b) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiff and other aggrieved employees all overtime compensation earned;

c) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees;

d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees;

e) Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and other aggrieved employees for all necessary expenditures incurred;

f) Defendants violated Labor Code § 221 by unlawfully deducting from wages owed to Mr. Cortez and other aggrieved employees for certain work-related expenses;

g) Defendants violated Labor Code § 226 et seq. by failing to issue accurate, itemized wage statements to Plaintiff and other aggrieved employees; and;

h) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees.

19. On July 20, 2026, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via e-mail, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698, et seq. with respect to violations of the California Labor Code identified in Paragraph 18 (a)-(h). Attached hereto as **Exhibit 1** is a true and correct copy

of the July 20, 2026 correspondence. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

20. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) $50.00 for each initial violation and $100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (4) no less than $5,000.00 and up to $25,000.00 for each violation pursuant to Labor Code § 226.8(b) and (c); and/or (5) no less than $25.00 and up to $200.00 for each aggrieved employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 18 (a)-(h) above;

2. Upon the First Cause, for attorneys' fees and costs as provided by Labor Code §2699(k), and Code of Civil Procedure § 1021.5; and

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

Dated: September 24, 2026

Respectfully submitted,
LIDMAN LAW, APC

By: _____
Scott M. Lidman

Attorneys for Plaintiff
MARIO CORTEZ FIGUEROA

EXHIBIT A

EXHIBIT A

LIDMAN LAW
2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245
OFFICE: (424) 322-4772
FAX: (424) 322-4775

July 20, 2026

VIA LWDA WEBSITE
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED
Tapatio Auto and Truck Wrecking Inc., a California corporation
c/o Francisco Rabago, Registered Agent
2327 Siempre Viva Court
San Diego, CA 92154

Re: *Mario Cortez v. Tapatio Auto and Truck Wrecking Inc., a California corporation*

To Whom It May Concern:

Please be advised that this law firm represents Mario Cortez in claims arising from his employment with Tapatio Auto and Truck Wrecking Inc., a California corporation ("Defendant"). Mr. Cortez is an "aggrieved employee" as defined by Labor Code sections 2699, *et seq*. due to Defendant's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an "aggrieved employee" should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Mr. Cortez, a current non-exempt employee, began his employment with Defendant in about September 2025. Mr. Cortez's job title is Scrapper, and his job duties include, without limitation, driving a forklift and assisting with taking cars apart.

Mr. Cortez is generally scheduled to work seven to nine hours per shift, Monday through Friday. Defendant requires Mr. Cortez to keep track and record of his time worked by clocking in and out by entering the last four numbers of his Social Security Number into the computer application Gusto.

During his employment with Defendant, Mr. Cortez and other hourly, non-exempt employees were not paid for all time worked. Specifically, Mr. Cortez and other hourly, non-exempt employees regularly performed off-the-clock work. After their shift and after clocking out, Mr. Cortez and other

hourly, non-exempt employees were required to undergo a security check. It took several minutes to walk to the security check area, and an additional several minutes to undergo the security check. This occurred all while Mr. Cortez and other hourly, non-exempt employees were clocked out, and thus they were not compensated for this time. Additionally, while clocked out for their meal periods, Defendant required Mr. Cortez and other hourly, non-exempt employees to perform work duties. As a result, Mr. Cortez and other hourly, non-exempt employees were required to perform work duties while not clocked in and thus were not compensated for all time worked. Due to Defendant's policies and practices that fail to compensate for all hours worked, Mr. Cortez and other hourly, non-exempt employees were deprived of all required minimum wages and overtime wages.

Throughout Mr. Cortez's employment with Defendant, Mr. Cortez and other hourly, non-exempt employees were not provided uninterrupted, duty-free 30-minute meal periods due to Defendant's meal period policies and practices and work demands. Defendant regularly interrupted Mr. Cortez's and other hourly, non-exempt employees' meal periods, requiring Mr. Cortez and other hourly, non-exempt employees to perform work duties during their meal periods. Additionally, Mr. Cortez and other hourly, non-exempt employees were not provided a second meal period when they worked a shift longer than 10.0 hours. Although Mr. Cortez and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Cortez and other hourly, non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Mr. Cortez and other hourly, non-exempt employees were also not authorized and permitted to take all legally required and compliant rest periods due to Defendant's rest period policies and practices. Specifically, Defendant instructed Mr. Cortez and other hourly, non-exempt employees to not take rest periods and did not provide Mr. Cortez and other hourly, non-exempt employees with rest breaks from the beginning of Mr. Cortez's employment through March 2026. When Defendant began to provide Mr. Cortez and other hourly, non-exempt employees rest periods, Mr. Cortez and other hourly, non-exempt employees were required to be available by telephone and/or walkie-talkie and thus remained under Defendant's control. Further, Defendant's break area was approximately 5 minutes away from the work area, resulting in rest periods less than net 10 minutes. Although Mr. Cortez and other hourly, non-exempt employees were not provided with all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Mr. Cortez and other hourly, non-exempt employees with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7.

Defendant also failed to reimburse Mr. Cortez and other hourly, non-exempt employees for necessary business expenses as mandated by Labor Code § 2802. Specifically, Defendant required Mr. Cortez and other hourly, non-exempt employees to purchase tools required to perform work duties but did not reimburse Mr. Cortez and other hourly, non-exempt employees for these purchases. On occasion, when Mr. Cortez and other hourly, non-exempt employees requested from Defendant a specific tool required for the job, Defendant purchased the tool and later illegally deducted the expense from Mr. Cortez's and other hourly, non-exempt employees' wages.

As a result of Defendant's failure to pay minimum and overtime wages, as well as meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Cortez and other hourly, non-exempt employees.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Minimum Wage Violations

Defendant was required to pay Mr. Cortez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197, 1197.1; The Wage Order 1, § 4. Mr. Cortez and other aggrieved employees were not paid for all hours worked due to Defendant's unlawful practices and procedures. As alleged above, Defendant's unlawful policies and procedures required Mr. Cortez and other Aggrieved Employees to perform work duties outside of their work hours. These practices by Defendant resulted in Defendant not paying Mr. Cortez and other aggrieved employees for all wages owed for the work they performed, including failing to pay them all required minimum wages.

Overtime Violations

Defendant was required to pay Mr. Cortez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 1, § 3. According to Labor Code § 510(a), "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." This Section further provides, "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." As alleged above, Defendant failed to pay Mr. Cortez and other aggrieved employees for all hours worked. As a result of Defendant's policies and/or practices that fail to compensate for all hours worked and at the proper rate, Mr. Cortez and other aggrieved employees were deprived all required overtime wages earned.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Cortez and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. Specifically, Mr. Cortez's and other Aggrieved Employees' meal periods were often interrupted and they were not provided a second meal period when working shifts longer than 10.0 hours. As a result, Mr. Cortez and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] 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 workday that the meal or rest or recovery period is not provided."). Although Mr. Cortez and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Cortez and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Mr. Cortez and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As alleged above,

Defendant's rest period policies/practices fail to authorize and permit all 10-minute rest periods for every four hours worked, or *major fraction thereof*. As a result, Mr. Cortez and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("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 workday that the meal or rest period is not provided.")

Failure to Reimburse Necessary Expenditures

As described above, Defendant required Mr. Cortez and other Aggrieved Employees to purchase tools necessary to perform their duties. Accordingly, despite the Aggrieved Employees being required to use their personal cellular phone, Defendant did not reimburse Mr. Cortez or other Aggrieved employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 1, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees 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 obedience to the directions of the employer.") Mr. Cortez and other Aggrieved Employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Unlawful Deductions from Wages

Defendant unlawfully deducted from the wages rightfully and lawfully owed to Mr. Cortez and other Aggrieved Employees for various work expenses. Defendant's policy of deducting from wages owed for work-related expenses is in violation of Labor Code § 221. Mr. Cortez and other Aggrieved Employees are therefore entitled to reimbursement of such unlawfully deducted wages.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Cortez and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, as well as meal and rest period premiums, all in violation of Labor Code § 226 *et seq*. Defendant's failure to furnish Mr. Cortez and other Aggrieved Employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

As an "aggrieved employee," Mr. Cortez will initiate a civil action on behalf of himself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Cortez's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Cortez and other aggrieved employees the statutory minimum wage for all hours worked;

b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Cortez and other aggrieved employees all overtime compensation earned;

c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Cortez and other aggrieved employees;

d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Cortez and other aggrieved employees;

e) Defendant violated Labor Code § 2802 by failing to reimburse Mr. Cortez and other aggrieved employees for all necessary expenditures incurred;

f) Defendant violated Labor Code § 221 by unlawfully deducting from wages owed to Mr. Cortez and other aggrieved employees for certain work-related expenses;

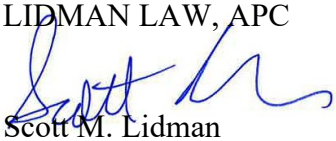
g) Defendant violated Labor Code § 226 *et seq*. by failing to issue accurate, itemized wage statements to Mr. Cortez and other aggrieved employees; and

h) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Cortez and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC



Scott M. Lidman