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

18 DANIEL POLANCO, individually and on
19 behalf of all others similarly situated,

20 Plaintiff,

21 v.

22 WALMART INC., a Delaware corporation,

23 Defendant.

Case No. **26STCV23182**

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Daniel Polanco (“Plaintiff”), individually and on behalf of all persons in California
2 similarly situated (the “Class” or “Class Members”), by and through his undersigned counsel, brings
3 this class action Complaint against Defendant Walmart, Inc. (“Walmart” or “Defendant”). Plaintiff
4 makes the following allegations pursuant to the investigation of his counsel and based upon
5 information and belief, except as to the allegations specifically pertaining to himself, which are
6 based on personal knowledge.

7 **NATURE OF THE ACTION**

8 1. This is a consumer privacy class action arising from Defendant Walmart Inc.’s
9 unlawful collection, maintenance, access, use, and dissemination of consumers’ sensitive
10 information using Automated License Plate Recognition (“ALPR”) technology in violation of
11 California Civil Code sections 1798.90.5 through 1798.90.55 (the “ALPR Law”).

12 2. Defendant owns, operates, manages, and/or controls Walmart retail locations and
13 related parking facilities throughout California.¹ Unknown to consumers, Defendant has deployed
14 and utilized ALPR surveillance systems at or near certain Walmart parking facilities, entrances,
15 exits, access roads, and related vehicle infrastructure.² These systems automatically capture vehicle
16 license plate information and convert that information into searchable computer-readable data
17 capable of identifying, locating, monitoring, and tracking consumers’ movements.

18 3. ALPR information is uniquely sensitive.³ By recording a vehicle’s license plate
19 number together with location information and time stamps, ALPR systems can reveal where
20 individuals travel, when they visit particular locations, how frequently they visit those locations,
21 and patterns regarding their daily lives, habits, associations, and movements.

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¹ Walmart Inc., Annual Report (Form 10-K) (Mar. 13, 2026),
24 <https://www.sec.gov/Archives/edgar/data/104169/000010416926000055/wmt-20260131.htm>.

25 ² Walmart Inc., *Walmart Automated License Plate Readers (ALPR) Privacy Notice* (updated Feb.
26 16, 2026), <https://corporate.walmart.com/privacy-security/walmart-privacy-notice/walmart-automated-license-plate-readers-privacy-notice> (last visited July 22, 2026).

27 ³ “ALPR information” or “ALPR data” as used herein means license plate numbers, vehicle
28 characteristics (including any and all data used to identify a given vehicle), time-stamped records,
and geographic location data reflecting a vehicle’s location and movements through areas, and any
other information monitored, captured, collected, and/or aggregated by ALPR systems.

4. Recognizing the significant privacy risks posed by such surveillance technology, the California Legislature enacted the ALPR Law to impose mandatory transparency, privacy, accountability, and security obligations on entities that operate, access, maintain, use, or share ALPR information. Among other requirements, ALPR operators and end-users must implement and conspicuously post a usage and privacy policy containing specific disclosures concerning authorized access, training, monitoring, sharing, auditing, accuracy, retention, and destruction.

5. Upon information and belief, Defendant has collected, maintained, accessed, used, and shared ALPR information relating to millions of consumers, including Plaintiff and Class members, who visited Walmart locations in California while failing to implement and publicly disclose a statutorily compliant ALPR usage and privacy policy as required by California law. Defendant not only collects this sensitive information but also shares it with third parties.

6. Defendant's conduct deprived Plaintiff and Class Members of the very transparency protections the Legislature deemed necessary to safeguard Californians from unchecked surveillance and misuse of ALPR information.

7. Plaintiff asserts claims on behalf of himself, and all other similarly situated California citizens against Defendant for its violations of California’s ALPR Law (Cal. Civ. Code § 1798.90.5, et seq.), Constitutional Right to Privacy (Cal. Const. Art. 1 §1), and Unfair Competition Law (Cal. Bus. & Prof. Code § 17200).

PARTIES

Plaintiff Daniel Polanco

8. Plaintiff Daniel Polanco is a natural person and citizen of the State of California, and resides in Los Angeles County, California. Plaintiff regularly patronized Walmart stores in Los Angeles County, including Walmart Supercenter No. 2886 in Pico Rivera and a Walmart location serving the San Gabriel area.⁴

⁴ Walmart Inc., Pico Rivera Supercenter, Store No. 2886, <https://www.walmart.com/store/2886-pico-rivera-ca>; Walmart Inc., Rosemead Supercenter, Store No. 5154, <https://www.walmart.com/store/5154-rosemead-ca> (last visited July 22, 2026).

1 9. On information and belief, during at least one of Plaintiff's visits to the Pico Rivera
2 store, Walmart's ALPR system photographed his license plate, converted the plate characters into
3 computer-readable data, associated the data with the time and location of his visit, and stored the
4 resulting record in a searchable system.

5 10. Plaintiff did not know that Defendant used ALPR technology at its properties or that
6 Walmart could retain and disclose the resulting record. Plaintiff was unaware that Defendant was
7 engaging in such collection and surveillance activities and was not provided with the disclosures
8 required by California law.

9 11. Plaintiff had no reason to know that Defendant was collecting, maintaining,
10 accessing, using, and sharing ALPR information associated with his vehicle. Plaintiff did not know
11 the purposes for which Defendant collected ALPR information, how long such information was
12 retained, what entities could access such information, whether the information was shared with law-
13 enforcement agencies, or what safeguards existed to protect the information from misuse.

14 12. Had Defendant complied with California law and provided the required disclosures,
15 Plaintiff would have been able to make informed decisions regarding whether and under what
16 circumstances to visit Walmart locations. As a result of Defendant's conduct, Plaintiff's ALPR data,
17 including vehicle information, location information, travel patterns, and other personal data were
18 collected without his informed knowledge or consent, causing the invasion of his statutory privacy
19 rights and the injuries alleged herein.

20 **Defendant Walmart Inc.**

21 13. Defendant Walmart Inc. is a Delaware corporation with its principal executive
22 offices at 1 Customer Drive, Bentonville, Arkansas 72716. At all relevant times, Defendant owned,
23 controlled, operated, managed, maintained, used, accessed, or otherwise participated in the
24 operation of ALPR systems located at or near Walmart stores and related parking facilities in
25 California.⁵

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28 ⁵ Walmart Inc., *Annual Report (Form 10-K)* (Mar. 13, 2026),
<https://www.sec.gov/Archives/edgar/data/104169/000010416926000055/wmt-20260131.htm>.

1 14. Plaintiff is informed and believes, and on that basis alleges, that Walmart qualifies
2 as both an ALPR operator and an ALPR end-user as those terms are defined by California Civil
3 Code section 1798.90.5.

4 **JURISDICTION AND VENUE**

5 15. This Court has subject matter jurisdiction over this action under Code of Civil
6 Procedure § 410.10. The total amount of damages incurred by Plaintiff and the Class in the aggregate
7 exceeds the \$25,000 jurisdictional minimum of this Court. Further, upon information and belief, the
8 amount in controversy as to Plaintiff individually does not exceed \$75,000.

9 16. This Court has personal jurisdiction over Defendant because Defendant purposefully
10 conducts continuous and substantial business in California, operates retail stores in Los Angeles
11 County, and collected or caused the collection of Plaintiff's ALPR information in this County.

12 17. Venue is proper in this Court under California Code of Civil Procedure §§ 395(a)
13 and 395.5 because Defendant does business in this County, maintains retail locations and related
14 parking facilities in California, the conduct and omissions giving rise to Plaintiff's claims occurred
15 in this County.

16 **FACTUAL ALLEGATIONS**

17 **A. Overview of ALPR Technology and California's ALPR Law**

18 18. ALPR systems combine several distinct pieces of technology.⁶ In the first instance,
19 ALPR systems photograph vehicles' license plates, and then upload the photographs to a central
20 server. This allows operators to analyze the images using a variety of programs, algorithms, and
21 artificial intelligence.

22 19. ALPR systems "automatically capture all license plate numbers that come into view,
23 along with the location, date, and time" at which the ALPR captured the plate.⁷ Some systems also
24 identify a vehicle's make and model, and/or photograph vehicle occupants. Over time, this
25 aggregated data can be used to record and predict an individual's behavior and movements.

26
27 ⁶ *Automatic License Plate Readers*, ELEC. FRONTIER FOUND.: ST. LEVEL SURVEILLANCE,
28 <https://sls.eff.org/technologies/automated-license-plate-readers-alprs> (last visited March 6, 2026).

⁷ *Id.*

1 20. The California State Legislature has recognized that the “increasing use of computers
2 and other sophisticated information technology has greatly magnified the potential risk to individual
3 privacy that can occur from the maintenance of personal information,” and that the “right to privacy
4 is being threatened by the indiscriminate collection, maintenance, and dissemination of personal
5 information and the lack of effective laws and legal remedies.” Cal. Civ. Code § 1798.1 (a)—(b).

6 21. In response to the growing implementation of ALPR technology, the Legislature
7 passed SB 34 to place strict guardrails on how ALPR operators and end-users handle the sensitive
8 data they collect.

9 22. The ALPR Law regulates entities that operate, access, use, maintain, share, or
10 disseminate ALPR information and imposes affirmative obligations designed to protect consumer
11 privacy and civil liberties.

12 23. The statute defines an ALPR system as “a searchable computerized database”
13 generated through cameras and computer algorithms that convert license plate images into
14 computer-readable data. Cal. Civ. Code § 1798.90.5(d).

15 24. ALPR systems typically capture and record license plate numbers together with
16 additional information, including date, time, location, vehicle characteristics, photographs, and other
17 identifying information.

18 25. By associating license plate information with timestamps and location data, ALPR
19 systems allow operators and users to identify where a person traveled, when that person visited
20 particular locations, how frequently those visits occurred, and patterns concerning that individual’s
21 movements and activities. *See Bartholomew v. Parking Concepts, Inc.*, 118 Cal. App. 5th 438, 450
22 (2026). The Legislature therefore imposed strict transparency requirements on ALPR operators and
23 end-users.

24 26. An ALPR operator is defined as “a person that operates an ALPR system but does
25 not include a transportation agency when subject to Section 31490 of the Streets and Highways
26 Code.” Cal. Civ. Code § 1798.90.5(c). “Though California courts have not yet specifically
27 elucidated the meaning of ‘operator’ under the ALPR statute, typically, ‘operate’ means to ‘control,’
28 ‘manage,’ or ‘have active involvement’ in running the activities in question.” *Navarro v. Data*, No.

1 2:20-CV-07370-SVW-SK, 2022 WL 18280359, at *5 (C.D. Cal. Dec. 7, 2022).

2 27. An ALPR end-user is defined as “a person that accesses or uses an ALPR system,”
3 with three categories of exceptions that do not apply to Defendant here. Cal. Civ. Code §
4 1798.90.5(a).

5 28. Pursuant to Cal. Civ. Code § 1798.90.51, an ALPR operator is required to:

6 (a) Maintain reasonable security procedures and practices, including
7 operational, administrative, technical, and physical safeguards, to protect
8 ALPR information from unauthorized access, destruction, use,
modification, or disclosure.

9 (b)(1) Implement a usage and privacy policy in order to ensure that the
10 collection, use, maintenance, sharing, and dissemination of ALPR
11 information is consistent with respect for individuals’ privacy and civil
12 liberties. The usage and privacy policy shall be available to the public in
writing, and, if the ALPR operator has an Internet Web site, the usage and
privacy policy shall be posted conspicuously on that Internet Web site.

13 (2) The usage and privacy policy shall, at a minimum, include all of the
14 following:

15 (A) The authorized purposes for using the ALPR system and collecting
ALPR information.

16 (B) A description of the job title or other designation of the employees and
17 independent contractors who are authorized to use or access the ALPR
18 system, or to collect ALPR information. The policy shall identify the
19 training requirements necessary for those authorized employees and
independent contractors.

20 (C) A description of how the ALPR system will be monitored to ensure the
21 security of the information and compliance with applicable privacy laws.

22 (D) The purposes of, process for, and restrictions on, the sale, sharing, or
transfer of ALPR information to other persons.

23 (E) The title of the official custodian, or owner, of the ALPR system
24 responsible for implementing this section.

25 (F) A description of the reasonable measures that will be used to ensure the
26 accuracy of ALPR information and correct data errors.

27 (G) The length of time ALPR information will be retained, and the process
28 the ALPR operator will utilize to determine if and when to destroy retained
ALPR information.

1
2 29. Additionally, pursuant to Cal. Civ. Code § 1798.90.53, an ALPR end-user shall:

3 (a) Maintain reasonable security procedures and practices, including
4 operational, administrative, technical, and physical safeguards, to protect
5 ALPR information from unauthorized access, destruction, use,
6 modification, or disclosure.

7 (b)(1) Implement a usage and privacy policy in order to ensure that the
8 access, use, sharing, and dissemination of ALPR information is consistent
9 with respect for individuals' privacy and civil liberties. The usage and
10 privacy policy shall be available to the public in writing, and, if the ALPR
11 end-user has an Internet Web site, the usage and privacy policy shall be
12 posted conspicuously on that Internet Web site.

13 (2) The usage and privacy policy shall, at a minimum, include all of the
14 following:

15 (A) The authorized purposes for accessing and using ALPR information.

16 (B) A description of the job title or other designation of the employees and
17 independent contractors who are authorized to access and use ALPR
18 information. The policy shall identify the training requirements necessary
19 for those authorized employees and independent contractors.

20 (C) A description of how the ALPR system will be monitored to ensure the
21 security of the information accessed or used, and compliance with all
22 applicable privacy laws and a process for periodic system audits.

23 (D) The purposes of, process for, and restrictions on, the sale, sharing, or
24 transfer of ALPR information to other persons.

25 (E) The title of the official custodian, or owner, of the ALPR system
26 responsible for implementing this section.

27 (F) A description of the reasonable measures that will be used to ensure the
28 accuracy of ALPR information and correct data errors.

(G) The length of time ALPR information will be retained, and the process
the ALPR end-user will utilize to determine if and when to destroy retained
ALPR information.

30. Because ALPR systems collect information capable of revealing where individuals
travel, shop, work, seek services, associate with others, and engage in daily activities, misuse of
such information presents significant privacy and civil-liberties concerns. *See Bartholomew*, 118
Cal. App. 5th at 450.

1 31. These concerns are precisely why the California Legislature enacted the
2 transparency, accountability, disclosure, and privacy requirements embodied in the ALPR Law. The
3 Legislature recognized that collection of license plate information together with location and
4 timestamp data can reveal highly sensitive information concerning an individual's movements,
5 associations, habits, and whereabouts. *See Bartholomew*, 118 Cal. App. 5th at 450.

6 32. The ALPR Law provides a private right of action to individuals harmed by violations
7 of its provisions. Cal. Civ. Code § 1798.90.54. Any person harmed by a knowing violation may
8 recover actual damages, statutory liquidated damages, punitive damages where appropriate,
9 attorneys' fees, costs, and injunctive relief.

10 33. As explained herein, Defendant collected, maintained, accessed, used, and/or shared
11 ALPR information while failing to provide the disclosures required by California law.

12 **B. Walmart Utilizes ALPR Technology at Its Retail Properties**

13 34. Walmart is one of the largest retail companies in the United States and operates
14 numerous retail locations throughout California. Walmart stores attract millions of consumers
15 annually to purchase groceries, household goods, apparel, electronics, pharmacy products, and other
16 goods and services.

17 35. Walmart's own privacy disclosures admit that it operates cameras and automated
18 technologies in and outside its stores and that ALPRs may be used on Walmart properties where
19 permitted by law.⁸ Walmart states that it collects ALPR-derived personal information to support
20 security, prevent theft and fraud, assist with parking enforcement, and maintain the safety of people
21 and property.⁹

22 36. Walmart's ALPR Notice further demonstrates that the program is centrally managed
23 and controlled. The Notice identifies Walmart's Vice President, Chief Safety Officer as the program
24 lead; authorizes specified asset-protection, product-management, and facilities personnel to access
25

26 ⁸ *See, e.g.,* Walmart Inc., *Walmart Customer Privacy Notice* (updated June 18, 2026),
27 <https://corporate.walmart.com/privacy-security/walmart-privacy-notice> (last visited July 22,
28 2026).

⁹ *See id.*

1 the systems; requires training for authorized associates; and provides that Walmart may disclose
2 ALPR-derived personal information when Walmart believes disclosure will protect safety, property,
3 or rights.¹⁰

4 37. Modern ALPR systems create detailed and searchable records concerning vehicles
5 and their locations. These are sophisticated systems that record where and when a vehicle appeared,
6 store detections in centralized databases, and may capture additional vehicle characteristics,
7 including make, model, color, bumper stickers, racks, or visible damage. These capabilities magnify
8 the need for clear rules governing accuracy, access, association, sharing, retention, and destruction.

9 38. Recent reporting concerning ALPR systems identified Walmart among major
10 retailers that utilize ALPR technology and described a recurring concern that commercial
11 deployments occur with little meaningful public notice or outside oversight.¹¹ The same reporting
12 noted that Walmart publicly promises trained, authorized access and accuracy monitoring, but does
13 not describe a periodic audit process comparable to the process some other retailers disclose.¹²

14 39. In July 2026, the Los Angeles Police Department allowed its Flock Safety agreement
15 to lapse while it sought stronger contractual safeguards concerning who owns ALPR data, who may
16 access it, how it may be shared, and how long it is retained.¹³ The report also noted that Flock's
17 network includes potentially hundreds of privately owned cameras.

18 40. The locations Plaintiff visited also sit within a broader regional ALPR environment.
19 Pico Rivera approved thirty-six Flock Safety cameras in 2022, and the San Gabriel Police
20

21 ¹⁰ *Walmart Automated License Plate Readers (ALPR) Privacy Notice* (updated Feb. 16, 2026),
22 [https://corporate.walmart.com/privacy-security/walmart-privacy-notice/walmart-automated-](https://corporate.walmart.com/privacy-security/walmart-privacy-notice/walmart-automated-license-plate-readers-privacy-notice)
23 [license-plate-readers-privacy-notice](https://corporate.walmart.com/privacy-security/walmart-privacy-notice/walmart-automated-license-plate-readers-privacy-notice) (last visited July 22, 2026).

23 ¹¹ Autumn Swiers, *Are Grocery Stores Really Tracking Your Car and License Plate?*, *Tasting*
24 *Table* (July 13, 2026), [https://www.tastingtable.com/2213812/are-grocery-stores-tracking-car-](https://www.tastingtable.com/2213812/are-grocery-stores-tracking-car-license-plate/)
24 [license-plate/](https://www.tastingtable.com/2213812/are-grocery-stores-tracking-car-license-plate/).

25 ¹² Cornelius Frolik, *Retailers Say They Use Flock Safety Tech Responsibly*, *GovTech* (June 12,
26 2026), <https://www.govtech.com/public-safety/retailers-say-they-use-flock-safety-tech-responsibly>
(republishing Dayton Daily News reporting).

27 ¹³ Libor Jany, *LAPD Renegotiating Deal with Flock Safety to Access Company's License Plate*
28 *Readers*, *L.A. Times* (July 14, 2026), [https://www.latimes.com/california/story/2026-07-14/lapd-](https://www.latimes.com/california/story/2026-07-14/lapd-police-commission-license-plate-scanner-oversight)
[police-commission-license-plate-scanner-oversight](https://www.latimes.com/california/story/2026-07-14/lapd-police-commission-license-plate-scanner-oversight).

1 Department's public Flock portal identifies twenty cameras, thirty-day retention, and access by a
2 large network of public agencies.¹⁴

3 41. Public reporting has specifically identified a LiveView Technologies "Lot Cop"
4 mobile surveillance unit at the Pico Rivera Walmart. In February 2026, LiveView announced that
5 real-time license plate recognition powered by Insight LPR would become generally available in
6 May 2026 and could be deployed on its mobile surveillance units. Upon information and belief,
7 Walmart activated ALPR functionality on that unit, utilized another ALPR configuration at the
8 property, or otherwise caused Plaintiff's license plate to be captured and processed through
9 Walmart's ALPR program during his June 2026 visits.¹⁵

10 42. Walmart's admission that it utilizes ALPRs on its properties, its February 16, 2026
11 update to the ALPR Notice, the reported surveillance equipment at the Pico Rivera store, the May
12 2026 availability of ALPR functionality for that equipment, and Plaintiff's documented June 2026
13 visits support the reasonable inference that Walmart collected Plaintiff's ALPR information.

14 **C. Walmart's Public Privacy Notice Does Not Satisfy California Law**

15 43. Walmart maintains a public webpage titled "Walmart Automated License Plate
16 Readers (ALPR) Privacy Notice."¹⁶ Walmart states that the Notice supplements its general
17 Customer Privacy Notice, "outlines" its ALPR practices, and governs Walmart's processing of the
18 ALPR information described therein.

21 ¹⁴ Brian Hews, *Pico Rivera Will Install Automatic License Plate Readers in the City, Los Cerritos*
22 *Community News* (Feb. 18, 2022), [https://www.loscerritosnews.net/2022/02/18/pico-rivera-will-](https://www.loscerritosnews.net/2022/02/18/pico-rivera-will-install-automatic-license-plate-readers-in-the-city/)
23 [install-automatic-license-plate-readers-in-the-city/](https://www.loscerritosnews.net/2022/02/18/pico-rivera-will-install-automatic-license-plate-readers-in-the-city/); Flock Safety, *San Gabriel CA PD*
Transparency Portal, <https://transparency.flocksafety.com/San-Gabriel-CA-PD> (last visited July
24 22, 2026).

25 ¹⁵ Mr. Checkpoint, *What Is the Lot Cop?*, <https://mrcheckpoint.com/what-is-the-cop-lot-coplot/>
26 (last visited July 22, 2026) (identifying a Lot Cop unit at the Pico Rivera Walmart); LiveView
Technologies, Inc., *LVT Releases License Plate Recognition Capabilities Powered by Insight LPR*
(Feb. 25, 2026), [https://www.lvt.com/press/lvt-releases-license-plate-recognition-powered-by-](https://www.lvt.com/press/lvt-releases-license-plate-recognition-powered-by-insight-lpr)
27 [insight-lpr](https://www.lvt.com/press/lvt-releases-license-plate-recognition-powered-by-insight-lpr).

28 ¹⁶ Walmart Inc., *Walmart Automated License Plate Readers (ALPR) Privacy Notice* (updated Feb.
16, 2026), [https://corporate.walmart.com/privacy-security/walmart-privacy-notice/walmart-](https://corporate.walmart.com/privacy-security/walmart-privacy-notice/walmart-automated-license-plate-readers-privacy-notice)
[automated-license-plate-readers-privacy-notice](https://corporate.walmart.com/privacy-security/walmart-privacy-notice/walmart-automated-license-plate-readers-privacy-notice) (last visited July 22, 2026).

1 44. As alleged herein, Walmart’s Privacy Notice does not contain the complete usage
2 and privacy policy required by California Civil Code sections 1798.90.51 and 1798.90.53.

3 45. First, the Notice does not disclose the purposes, process, and restrictions for the sale,
4 sharing, or transfer of ALPR information as required by sections 1798.90.51(b)(2)(D) and
5 1798.90.53(b)(2)(D).

6 46. The ALPR Notice states only that ALPR information “may be disclosed when we
7 believe” disclosure will protect the safety, property, or rights of individuals or Walmart, then directs
8 readers to a general privacy notice. It does not state who may request ALPR information, who
9 approves a request, what factual or legal showing is required, whether access must be tied to a
10 particular incident, location, plate, and time period, whether bulk or recurring access is prohibited,
11 whether out-of-state or federal access is allowed, how access is revoked, what records are
12 maintained, or what use and onward-disclosure restrictions bind recipients.

13 47. The Notice also fails to identify the job title or other designation of any independent
14 contractor authorized to access or use Walmart’s ALPR systems or the training requirements
15 applicable to those contractors. The Notice therefore omits information expressly required by
16 sections 1798.90.51(b)(2)(B) and 1798.90.53(b)(2)(B).

17 48. Second, although Walmart is an ALPR end-user, the Notice does not describe a
18 process for periodic system audits as required by section 1798.90.53(b)(2)(C). The statement that
19 Walmart “routinely monitors” the system for accuracy does not identify an audit cadence, auditor,
20 scope, methodology, documentation requirement, corrective-action process, or review of access,
21 use, sharing, retention, security, and legal compliance.

22 49. Third, the Notice does not disclose the process Walmart uses to determine if and
23 when retained ALPR information will be destroyed, as required by sections 1798.90.51(b)(2)(G)
24 and 1798.90.53(b)(2)(G).

25 50. The Notice states a nominal 60-day retention period but permits longer preservation
26 for legal proceedings or undefined “other lawful purposes.” It does not identify who makes an
27 extension decision, what criteria apply, how the decision is documented, the maximum extension,
28 the review interval, or the event that ends extended retention.

1 51. The Notice also does not explain whether destruction extends to copies held by
2 vendors, system backups, exports, alerts, derived records, or information transferred to third parties,
3 or how Walmart verifies that destruction has occurred. Nor does the Notice disclose whether
4 Walmart combines ALPR information with the customer and in-store information that its general
5 privacy notice states may be associated across multiple sources.

6 52. Walmart also failed to post a compliant policy conspicuously. Instead, consumers
7 must navigate Walmart's corporate privacy materials and locate an ALPR reference within the
8 general Customer Privacy Notice before reaching the separate ALPR page.

9 **D. Walmart Knowingly Violated California's ALPR Law**

10 53. The ALPR Law has been in effect since January 1, 2016. Walmart is a sophisticated
11 national corporation with dedicated legal, privacy, technology, facilities, security, and asset-
12 protection departments and possesses the resources necessary to understand and comply with
13 California privacy law.

14 54. Walmart's decision to create and periodically update an ALPR-specific Notice
15 demonstrates its knowledge that the collection and use of ALPR information are subject to specific
16 privacy and disclosure requirements.

17 55. Walmart updated its ALPR Notice on February 16, 2026 and its general Customer
18 Privacy Notice on June 18, 2026. It continued collecting and using ALPR information while leaving
19 undisclosed the sharing process and restrictions, periodic audit process, contractor access rules, and
20 destruction decision process required by California law.

21 56. Walmart also knew that consumers ordinarily cannot tell when a camera has
22 converted a visible plate into a searchable record. Walmart and its vendors control the activation
23 records, access logs, sharing permissions, audit records, retention decisions, and destruction records
24 necessary to disclose the required rules and verify compliance.

25 57. By continuing to collect and use ALPR information under a public Notice that omits
26 those mandatory operational rules, Walmart knowingly caused Plaintiff and Class members to lose
27 the information and control the statute was enacted to protect. Its conduct was knowing and, upon
28 proof, willful or reckless.

1 58. Upon information and belief, Defendant has deployed ALPR technology at or near
2 certain Walmart properties in California, including parking facilities, entrances, exits, access roads,
3 and other locations where vehicles travel on the premises. Defendant's ALPR system continuously
4 captures, records, analyzes, converts, stores, maintains, and uses information associated with
5 vehicles entering, exiting, and traveling at or near Walmart locations.

6 59. Defendant's ALPR system records license plate information together with associated
7 metadata, including date, time, and location information. The system further captures or derives
8 additional vehicle-related information, including vehicle make, model, color, body style, and other
9 identifying characteristics. Defendant also utilizes such information for security, operational,
10 investigative, analytical, traffic-management, loss-prevention, and other purposes.

11 60. Upon information and belief, Defendant utilizes such information for security,
12 operational, investigative, analytical, traffic-management, loss-prevention, and other purposes, and
13 such information may be accessed, analyzed, retained, or shared by Defendant or third parties.

14 61. Upon information and belief, Defendant's ALPR infrastructure forms part of a larger
15 surveillance and monitoring network through which vehicle-related information may be collected,
16 accessed, analyzed, retained, or shared.

17 62. Investigation conducted by Plaintiff and counsel further indicates that Defendant
18 utilizes ALPR technology associated with one or more third-party surveillance vendors. Such
19 systems are capable of capturing license plate information and converting that information into
20 searchable computer-readable data together with location and timestamp information. Upon
21 information and belief, Defendant accesses, maintains, uses, stores, and/or shares such information
22 through searchable databases or related platforms.

23 63. Although Defendant maintains privacy disclosures on its website, those disclosures
24 do not constitute a usage and privacy policy as required by Cal. Civ. Code §§ 1798.90.51 and
25 1798.90.53. Upon information and belief, Defendant has failed to maintain and publicly disclose a
26 statutorily compliant ALPR usage and privacy policy during the relevant period.

27 64. As a result, Plaintiff and Class Members were deprived of critical information
28 regarding why Defendant collected ALPR information, how Defendant used such information, who

1 could access such information, whether such information was shared with third parties, how long
2 such information was retained, and how such information was protected and ultimately destroyed.

3 65. By collecting and maintaining ALPR information without publicly posting a
4 statutorily compliant ALPR usage and privacy policy, Defendant violated the disclosure obligations
5 imposed by California Civil Code sections 1798.90.51 and 1798.90.53 and deprived Plaintiff and
6 Class Members of information to which they were legally entitled.

7 **CLASS ALLEGATIONS**

8 66. Plaintiff brings this action pursuant to California Code of Civil Procedure section
9 382 and Civil Code section 1780(a) on behalf of himself and the Class, defined as follows:

10 All California citizens whose ALPR information was collected, used, or
11 maintained by Defendant's ALPR system at or near Walmart locations
in California within the applicable limitations period.

12 67. Excluded from the Class are: (1) any Judge presiding over this action and members
13 of their immediate families; (2) Defendant, Defendant's subsidiaries, parents, successors,
14 predecessors, and any entity in which Defendant has a controlling interest and its officers and
15 directors; (3) persons who properly execute and file a timely request for exclusion from the Class;
16 (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise
17 released; (5) Plaintiff's counsel and Defendant's counsel; and (6) the legal representatives,
18 successors, and assigns of any such excluded persons.

19 68. **Numerosity.** The exact number of Class Members is unknown and not available to
20 Plaintiff at this time, but individual joinder is impracticable. On information and belief, Defendant
21 has photographed the license plates and time-stamped geolocation data of hundreds of thousands if
22 not millions of drivers in California. Class Members may be notified of the pendency of this action
23 by mail, email, and/or publication.

24 69. **Ascertainability.** The proposed class is ascertainable because Class Members can be
25 easily identified through Defendant's records.

26 70. **Commonality and Predominance.** Common questions of law and fact exist as to all
27 Class Members and predominate over questions affecting only individual Class Members. These
28 common legal and factual questions include, but are not limited to:

- Whether Defendant is an “automated license plate recognition operator” as defined by Cal. Civ. Code § 1798.90.5(c);
- Whether Defendant is an “automated license plate recognition end-user” as defined by Cal. Civ. Code § 1798.90.5(a);
- Whether Defendant has implemented a usage and privacy policy, available to the public in writing, posted on its website, and including all the elements required by Cal. Civ. Code §§ 1798.90.51(b)(2) and 1798.90.53(b)(2);
- Whether Defendant has disclosed protected ALPR data to other entities;
- Whether Defendant’s disclosure of ALPR data to other entities constitutes unauthorized access, destruction, use, modification, or disclosure, in violation of Cal. Civ. Code §§ 1798.90.51(a) and 1798.90.53(a);
- Whether Plaintiff and Class Members have been harmed and the proper measure of relief; and
- Whether Plaintiff and the Class are entitled to attorney’s fees and costs.

71. **Typicality.** Plaintiff’s claims are typical of the claims of the proposed Class he seeks to represent because Plaintiff, like all members of the Class, alleges injury arising from Defendant’s failure to comply with Cal. Civ. Code § 1798.90 *et seq.* Plaintiff, like all members of the Class, was injured by the same course of conduct, and the factual bases of Defendant’s misconduct are common to all members of the Class.

72. **Adequacy.** Plaintiff is an adequate representative because his interests do not conflict with the interests of Class members, he has retained counsel competent and experienced in prosecuting class actions, and he intends to prosecute this action vigorously. The interests of the members of the Class will be fairly and adequately protected by Plaintiff and his counsel.

73. **Superiority.** A class action is superior to other available means for the fair and efficient adjudication of the claims of the members of the Class. Each individual member of the

1 Class may lack the resources to undergo the burden and expense of individual prosecution of the
2 complex and extensive litigation necessary to establish Defendant's liability. Individualized
3 litigation increases the delay and expense to all parties and multiplies the burden on the judicial
4 system presented by the complex legal and factual issues of this case. Individualized litigation also
5 represents a potential for inconsistent or contradictory judgments. By contrast, the class action
6 device presents far fewer management difficulties and provides the benefits of single adjudication,
7 economy of scale, and comprehensive supervision by a single court on the issue of Defendant's
8 liability. Class treatment of the liability issues will ensure that all claims and claimants are before
9 this Court for consistent adjudication of the liability issues.

10 74. Defendant has acted or failed to act on grounds generally applicable to the Class,
11 thereby making appropriate final injunctive relief with respect to the Class as a whole.

12 75. Without a class action, Defendant will continue a course of action that will result in
13 further damages to Plaintiff and Class Members and will likely retain the benefit of wrongdoing.

14 76. Plaintiff reserves his right to revise the foregoing class allegations and class
15 definition based on facts learned through additional investigation and/or the discovery process.

16 **CAUSES OF ACTION**

17 **COUNT I**

18 **Violation of Cal. Civ. Code §§ 1798.90.5 *et seq.* 19 Failure to Implement a Code Compliant Usage and Privacy Policy**

20 77. Plaintiff re-alleges the foregoing paragraphs as though fully restated herein.

21 78. Walmart is an ALPR operator because it operates, controls, or causes the operation
22 of the searchable ALPR system used at its properties. Cal. Civ. Code § 1798.90.5(c). Walmart is
23 also an ALPR end-user because it accesses, uses, or causes the access and use of ALPR information.
24 Cal. Civ. Code § 1798.90.5(a).

25 79. Walmart violated sections 1798.90.51(b) and 1798.90.53(b) by failing to implement
26 and make publicly available a usage and privacy policy containing each mandatory component and
27 by failing to post a compliant policy conspicuously.

28 80. Among other material omissions, Walmart's Notice does not disclose the purposes,
process, and restrictions governing sharing or transfer; the authorized contractor designations and

1 training requirements; the periodic audit process applicable to Walmart as an end-user; or the
2 process for determining whether and when retained information, including information held beyond
3 60 days, will be destroyed.

4 81. Walmart's violation was knowing. Walmart knew that the ALPR Law applied to its
5 conduct, as demonstrated by its ALPR-specific Notice and centralized program controls, and
6 knowingly continued to collect, maintain, access, and use ALPR information while withholding
7 mandatory operational rules.

8 82. Plaintiff and Class Members have been harmed by Defendant's conduct because
9 Defendant failed to provide the transparency and privacy disclosures required by law regarding the
10 collection, use, maintenance, sharing, and dissemination of their ALPR information, interfered with
11 their ability to make informed decisions concerning the collection and use of their ALPR
12 information, and subjected that information to continued access, association, disclosure, extended
13 retention, and destruction practices that Walmart did not publicly disclose.

14 83. Pursuant to Cal. Civ. Code § 1798.90.54, Plaintiff and Class Members are entitled to
15 the greater of actual damages or \$2,500 per violation; punitive damages; reasonable attorneys' fees
16 and litigation costs; and any other preliminary and equitable relief the court deems appropriate.

17 **COUNT II**
18 **Violation of Cal. Civ. Code §§ 1798.90.5 *et seq.***
19 **Unlawful Sharing of ALPR Data**

20 84. Plaintiff re-alleges the foregoing paragraphs as though fully restated herein.

21 85. Defendant is an ALPR operator and end-user for the reasons explained above.

22 86. Cal. Civ. Code §§ 1798.90.51(a) and 1798.90.53(a) require Defendant to "maintain
23 reasonable security procedures and practices, including operational, administrative, technical, and
24 physical safeguards, to protect ALPR information from unauthorized access, destruction, use,
25 modification, or disclosure."

26 87. Entities that access or use ALPR information must comply with the requirements of
27 Cal. Civ. Code §§ 1798.90.51(b) and 1798.90.53(b), including the requirement to implement and
28 maintain a compliant ALPR usage and privacy policy.

88. By sharing information with third parties, Defendant has failed to protect ALPR data from unauthorized access, destruction, use, modification, and/or disclosure because Defendant fails to maintain adequate ALPR usage and privacy policies to ensure the safety of the data.

89. Plaintiff and Class Members have been harmed by Defendant's conduct because Defendant insufficiently protected their ALPR information and put that information at risk of unauthorized collection, use, maintenance, sharing, and dissemination.

90. Defendant's conduct violates Cal. Civ. Code §§ 1798.90.51(a) and 1798.90.53(a).

91. Pursuant to Cal. Civ. Code § 1798.90.54, Plaintiff and Class Members are entitled to the greater of actual damages or \$2,500 per violation; punitive damages; reasonable attorneys' fees and litigation costs; and any other preliminary and equitable relief the court deems appropriate.

COUNT III

Violation of California Constitutional Right to Privacy, Cal. Const. Art. I, § 1

92. Plaintiff re-alleges the foregoing paragraphs as though fully restated herein.

93. Plaintiff and Class Members have reasonable expectations of privacy in their personal information. Plaintiff's and Class Members' private affairs include their location information and vehicle-related information.

94. Defendant intentionally intruded on Plaintiff's and Class Members' solitude, seclusion, privacy rights, or private affairs by intentionally collecting and recording their vehicle-related location information through ALPR technology.

95. These intrusions are highly offensive to a reasonable person. A person's movements and location history are reasonably considered private, and Defendant allegedly engaged in tracking without informed consent.

96. Plaintiff and Class Members were harmed by the intrusion into their private affairs as detailed throughout this Complaint.

97. Defendant's actions and conduct complained of herein were a substantial factor in causing the harm suffered by Plaintiff and Class Members.

98. As a result of Defendant's actions, Plaintiff and Class Members seek damages and punitive damages in an amount to be determined at trial. Plaintiff and Class Members seek punitive

1 damages because Defendant's actions—which were malicious, oppressive, and willful—were
2 calculated to injure Plaintiff and Class Members and made in conscious disregard of their privacy
3 rights. Punitive damages are warranted to deter Defendant from engaging in future misconduct.

4 **COUNT IV**
5 **Violations of California's Unfair Competition Law**
6 **Cal. Bus. & Prof. Code §§ 17200 *et seq.* ("UCL")**

7 99. Plaintiff re-alleges the foregoing paragraphs as though fully restated herein.

8 100. California Business & Professions Code Section 17200 prohibits acts of "unfair
9 competition," including any "unlawful, unfair or fraudulent business act or practice" and "unfair,
10 deceptive, untrue or misleading advertising."

11 101. Plaintiff brings claims under the UCL's unfair and unlawful prongs.

12 102. Defendant's conduct constitutes "unfair" business acts and practices within the
13 meaning of the UCL in that it was injurious to Plaintiff and Class Members, offended public policy,
14 and was unethical and unscrupulous. Defendant's alleged violation of Plaintiff's and Class
15 Members' privacy rights and failure to provide the disclosures required by law resulted in injury.

16 103. Defendant's conduct was unfair because Defendant knew or should have known that
17 it was collecting and sharing sensitive location-related information and nevertheless continued to
18 do so without maintaining an adequate usage and privacy policy or providing the disclosures
19 required by law.

20 104. Plaintiff also allege a violation under the "unlawful" prong of the UCL because
21 Defendant's conduct violated SB 34 and Cal. Civ. Code. §§ 1798.90.51(b)(1), (b)(2)(C).

22 105. Plaintiff and Class Members have suffered an injury in fact as a proximate result of
23 Defendant's violations of law and wrongful conduct alleged herein, and Plaintiff and Class Members
24 lack an adequate remedy at law to address the unfair conduct at issue here.

25 106. Plaintiff seeks an injunction prohibiting Defendant's ongoing violations of the UCL.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff, individually and on behalf of the proposed Class, requests that the
28 Court enter judgment in his favor and against Defendant as follows:

A. Certifying the proposed Class under California Code of Civil Procedure section 382, appointing Plaintiff as Class representative, and appointing his counsel as Class counsel;

B. Declaring that Defendant violated California Civil Code sections 1798.90.51 and 1798.90.53;

C. Awarding actual damages and liquidated damages of not less than \$2,500 to each person harmed, as provided by California Civil Code section 1798.90.54(b)(1);

D. Awarding punitive damages upon proof of willful or reckless disregard of the law;

E. Entering preliminary and permanent injunctive relief requiring Defendant to cease collecting or using California ALPR information unless and until they implement, make publicly available, and conspicuously post a compliant usage and privacy policy, and requiring appropriate measures concerning access controls, audit records, correction, retention, and destruction;

F. Awarding reasonable attorneys' fees, litigation costs, and expenses;

G. Awarding pre-judgment and post-judgment interest as permitted by law; and

H. Granting such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims and issues so triable.

Dated: July 22, 2026

Respectfully submitted,

/s/ Tina Wolfson

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