

JUL 27 2017

Sherri R. Carter, Executive Officer/clerk

By Shaunya Bolden, Deputy

1 **LAW OFFICES OF THOMAS W. FALVEY**  
THOMAS W. FALVEY (SBN 65744)  
2 MICHAEL H. BOYAMIAN (SBN 256107)  
ARMAND R. KIZIRIAN (SBN 293992)  
3 550 North Brand Boulevard, Suite 1500  
Glendale, California 91203  
4 Telephone: (818) 547-5200  
Facsimile: (818) 500-9307  
5 E-mail(s): thomaswfalvey@gmail.com,  
mike.falveylaw@gmail.com,  
6 armand.falveylaw@gmail.com

7 **MANCINI & ASSOCIATES**  
MARCUS A. MANCINI (SBN 146905)  
8 15303 Ventura Boulevard, Suite 600  
Sherman Oaks, California 91403  
9 Telephone: (818) 783-5757  
Facsimile: (818) 783-7710

10 Attorneys for Plaintiffs JESSE RIOS, ANTHONY DE LOS ANGELES,  
11 individually and on behalf of all others similarly situated

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

14 JESSE RIOS, an individual, ANTHONY DE  
15 LOS ANGELES, an individual, individually  
and on behalf of all others similarly situated,

16 Plaintiffs,

17 vs.

18 CITY CENTER PARKING, INC., a  
19 California corporation; and DOES 1 through  
20 25, inclusive,

21 Defendants.  
22  
23  
24  
25  
26  
27  
28

CASE NO.: BC 670147

[CLASS ACTION]

**COMPLAINT FOR:**

1. UNPAID WAGES (LABOR CODE §§ 216 and 1194);
2. FAILURE TO PAY MINIMUM WAGE (LABOR CODE §1194 *et seq.*);
3. FAILURE TO PAY OVERTIME COMPENSATION (LABOR CODE §510)
4. FAILURE TO FURNISH ACCURATE WAGE AND HOUR STATEMENTS (LABOR CODE § 226);
5. WAITING TIME PENALTIES (LABOR CODE §§ 201-203);
6. FAILURE TO PROVIDE MEAL & REST PERIODS (LABOR CODE § 226.7 and 512);
7. INDEMNIFICATION (LABOR CODE §§ 2800 and 2802); and
8. UNFAIR COMPETITION (BUSINESS AND PROFESSIONS CODE § 17200, *et seq.*)

**JURY TRIAL DEMANDED**

1  
2 Plaintiffs JESSE RIOS and ANTHONY DE LOS ANGELES (“Plaintiffs”), individually  
3 and on behalf of all similarly situated individuals, allege as follows:

4 **GENERAL ALLEGATIONS**

5 1. This is a proposed class action brought against Defendant CITY CENTER  
6 PARKING, INC., and DOES 1 through 25, inclusive (collectively, “Defendant” or “Company”),  
7 on behalf of Plaintiff and all other individuals who were employed as parking lot attendants, or  
8 any similarly situated non-exempt, hourly positions who performed the functions of a parking lot  
9 attendant (collectively, “Parking Lot Attendants”), at any time during the four years preceding the  
10 filing of this action, and continuing while this action is pending (“Class Period”), and who were  
11 denied the benefits and protections required under the Labor Code and other statutes and  
12 regulations applicable to employees in the State of California.

13 2. During the Class Period, Defendant:

- 14 a. failed to pay wages for all hours worked, including for hours worked in  
15 excess of eight hours a day or forty hours a week, by the Parking  
16 Lot Attendants;
- 17 b. failed to pay minimum wages due to the Parking Lot Attendants;
- 18 c. failed to pay overtime compensation due to the Parking Lot Attendants  
19 who worked on the seventh consecutive day;
- 20 d. failed to provide the Parking Lot Attendants with timely and accurate  
21 wage and hour statements;
- 22 e. failed to pay the Parking Lot Attendants compensation in a timely manner  
23 upon their termination or resignation;
- 24 f. failed to maintain complete and accurate payroll records for the Parking  
25 Lot Attendants;
- 26 g. failed to indemnify the Parking Lot Attendants for all necessary  
27 expenditures or losses;
- 28 h. wrongfully withheld wages and compensation due to the Parking Lot

1 Attendants; and

- 2 i. committed unfair business practices in an effort to increase profits and to  
3 gain an unfair business advantage at the expense of the Parking Lot  
4 Attendants and the public;

5 3. The foregoing acts and other acts by Defendant - committed throughout California  
6 and Los Angeles County - violated numerous provisions of California law, including Labor Code  
7 §§ 201, 202, 203, 204, 210, 216, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194,  
8 1194.2, 1197, 1197.1, 1199, 2802, and the applicable Wage Orders issued by the Industrial  
9 Welfare Commission (collectively, "Employment Laws and Regulations"), Business &  
10 Professions Code §§ 17200 *et seq.*, and violated Plaintiffs' rights and the rights of the Parking  
11 Lot Attendants.

12 **JURISDICTION AND VENUE**

13 4. This Court has jurisdiction over all causes of action herein pursuant to the  
14 California Constitution, Article VI, § 10, Code of Civil Procedure § 410.10 and Business and  
15 Professions Code § 17203.

16 5. Venue is proper in this Court under Code of Civil Procedure §§ 395 and 395.5  
17 because Defendant operates in this County, Plaintiffs reside in and/or worked in this county and  
18 the injuries that are the subject of this lawsuit arose in this county.

19 **THE PARTIES**

20 6. Plaintiff Jesse Rios was employed by Defendant as a Parking Lot Attendant within  
21 the last year, and was assigned to Defendant's parking lots located in Los Angeles, California,  
22 specifically in or around downtown Los Angeles and the geographic territory identified as the  
23 "Jewelry District." Plaintiff commenced his employment with Defendant in or around 2013 and  
24 separated from Defendant's employment in or around July of 2016. Plaintiff resided in and  
25 performed duties in the County of Los Angeles during the last year preceding the filing of this  
26 action.

27 7. Plaintiff Anthony De Los Angeles was employed by Defendant as a Parking Lot  
28 Attendant from on or about 2015 until on or about April 12, 2017. Plaintiff worked as a Parking

1 Lot Attendant at various parking lots owned and operated by Defendant in or around the greater  
2 Los Angeles area. Plaintiff resided in and performed duties in the County of Los Angeles at all  
3 times relevant to the filing of this action.

4 8. Defendant CITY CENTER PARKING, INC. and DOES 1 through 25, is, and at  
5 all relevant times was, a corporation conducting business in the State of California, including the  
6 County of Los Angeles, were owners and operators of various parking lots in the greater Los  
7 Angeles area and throughout the State of California. Upon information and belief, Plaintiffs  
8 estimate that Defendant owns and/or operates over twenty (25) parking lots in the Los Angeles  
9 area alone.

10 9. Plaintiffs are currently unaware of the true names and capacities of the defendants  
11 sued in this action by the fictitious names DOES 1 through 25, inclusive, and therefore sue those  
12 defendants by such fictitious names. Plaintiffs will amend this Complaint to allege the true  
13 names and capacities of such fictitiously named defendants when they are ascertained. Plaintiffs  
14 are informed and believe and based thereon state that the persons sued herein as DOES are in  
15 some manner responsible for the conduct, injuries and damages herein alleged.

16 10. Plaintiffs are informed and believe and based thereon allege that each defendant  
17 sued in this action, including each defendant sued by the fictitious names DOES 1 through 25,  
18 inclusive, is responsible in some manner for the occurrences, controversies and damages alleged  
19 below.

20 11. Plaintiffs are informed and believe and based thereon allege that DOES 1 through  
21 25, inclusive, were the agents, servants and/or employees of Defendant and, in doing the things  
22 hereinafter alleged and at all times, were acting within the scope of their authority as such agents,  
23 servants and employees, and with the permission and consent of Defendant.

24 12. Plaintiffs are informed and believe and based thereon allege that Defendant  
25 ratified, authorized, and consented to each and all of the acts and conduct of each other as alleged  
26 herein. Each of the defendants was the agent and/or employee of the others, and the conduct of  
27 each defendant herein alleged was authorized and/or ratified by the others. The conduct of the  
28 Company was carried on by and through its authorized agents, including owners, officers,

1 directors, managers and supervisors.

2 **FACTS**

3 13. For over 50 years, California's Courts and Legislature have recognized that  
4 this state's wage and hour laws serve a compelling public interest of fostering a stable job  
5 environment. Wages are not ordinary debts. Because of the economic position of the average  
6 worker, it is essential to the public welfare that employers obey the wage and hour laws so that  
7 employees are promptly paid the minimum wages and overtime sums under law. So fundamental  
8 are these laws that the Legislature has criminalized certain employer conduct. Defendant  
9 perpetuated an unlawful scheme to recklessly violate the wage and hour laws established by the  
10 California Legislature by blatantly denying Parking Lot Attendants, an unsophisticated workforce  
11 comprised of undocumented workers who speak very little to no English, the benefits due for  
12 work performed in California. Defendant reaped ill-gotten gain by wrongfully refusing to pay  
13 overtime wages, provide meal and rest periods and other statutory benefits mandated by  
14 California law.

15 14. Plaintiffs are individuals who were residents of the County of Los Angeles, during  
16 the four years preceding the filing of this action. Plaintiffs were employed by Defendant as  
17 Parking Lot Attendants in Los Angeles County within the last four years preceding the filing of  
18 this action.

19 15. In violation of the Employment Laws and Regulations, Defendant pays Parking  
20 Lot Attendants, like Plaintiffs, "under the table" cash wages with no employer-side payroll  
21 deductions. In fact, Parking Lot Attendants, including Plaintiffs, are directed to pay cash to  
22 themselves from the number of vehicles who enter the lot and pay a fee for parking. Defendant's  
23 illegal scheme thus fails to provide Parking Lot Attendants, including Plaintiffs, with any  
24 overtime, premium pay since Defendant does not keep track or record the actual number of hours  
25 worked by Parking Lot Attendants. Defendant accomplishes its violations of the Employment  
26 Laws and Regulations through systematic policies that wrongfully deny Plaintiffs and those  
27 similarly situated with proper compensation. Defendant further cheated the state and federal  
28 treasuries of contributions designed for, among other things, unemployment insurance, disability

1 pay, workers compensation, and Social Security.

2 16. During Plaintiffs' employment with Defendant, the Company did not provide  
3 Parking Lot Attendants, including Plaintiffs, with legally compliant meal periods and rest breaks.  
4 With respect to rest breaks, Plaintiffs and other similarly situated Parking Lot Attendants are not  
5 provided any training about statutory breaks under California law, are not scheduled to take rest  
6 breaks, and in fact, rest breaks are not made available to them.

7 17. Parking Lot Attendants, like Plaintiffs, who typically are scheduled to work for  
8 hours on end to manage, operate, park, re-park, maintain, clean, supervise, and/or guard the  
9 parking lots and the parked cars of Defendant's patrons, naturally worked beyond six hours each  
10 day and were not provided with statutory meal breaks. This is an unlawful company practice in  
11 and of itself and in violation of the Employment Laws and Regulations.

12 18. Parking Lot Attendants, like Plaintiffs, on occasion work seven consecutive days  
13 without receiving the required overtime premium pay for all hours worked on the seventh day as  
14 mandated by the applicable wage order. In other words, when made to work more than six  
15 consecutive days in a row without a day's rest, Plaintiff like other similarly situated Parking Lot  
16 Attendants, are not paid premium pay.

17 19. During Plaintiffs' employment with Defendant, Defendant failed and refused to  
18 provide Plaintiff and other similarly situated Parking Lot Attendants with timely and accurate  
19 wage and hour statements in violation of the Employment Laws and Regulations.

20 20. During Plaintiffs' employment with Defendant, Plaintiffs were required to  
21 purchase specific color-coded clothing unique to their employment with Defendant but  
22 Defendant failed to indemnify Plaintiff for all these necessary expenditures or losses incurred by  
23 them in direct consequence of the discharge of their duties, or for their obedience to the  
24 directions of Defendant. Similarly, Parking Lot Attendants, including Plaintiffs, had to purchase  
25 their own flags, pens, and stickers - necessary expenditures - to perform their work and function  
26 as Parking Lot Attendants for Defendant.

27 21. During Plaintiffs' employment with Defendant, Defendant wrongfully withheld  
28 from Plaintiff and failed to pay wages and other compensation due for all hours worked, and as

1 otherwise required per Employment Laws and Regulations. One such example includes, but is  
2 not limited to, the daily requirement of having Parking Lot Attendants, including Plaintiffs, to  
3 use their own vehicles and expend gas to travel and meet Defendant's supervisor and/or manager  
4 to deliver cash and paperwork.

5 22. To the extent that any Parking Lot Attendants, including Plaintiff, entered into any  
6 arbitration agreement with any Defendant, such agreement is void and unenforceable. Any such  
7 agreement was one of adhesion, executed under duress, lacked consideration and mutuality, and  
8 is otherwise void under both Labor Code § 229 and the California Supreme Court case of  
9 *Armendariz v. Foundation Health Psychare Services, Inc.* (2000) 24 Cal.4th 83.

10 **CLASS ACTION ALLEGATIONS**

11 23. All current and former Parking Lot Attendants who are or were employed by  
12 Defendant in California during the Class Period, including Plaintiffs, are proposed class members  
13 (henceforth, "Class Members").

14 24. The Parking Lot Attendants' duties and activities during their respective working  
15 hours and each shift are known to and directed by Defendant, and are set and controlled by  
16 Defendant.

17 25. During the Class Period, Defendant has routinely failed to provide Parking Lot  
18 Attendants with legally compliant and mandated meal and rest breaks.

19 26. During the Class Period, the Company refused to compensate Parking Lot  
20 Attendants for all wages earned ("off-the-clock" work) and for all hours worked including time  
21 during which Parking Lot Attendants were subject to Defendant's control and were suffered or  
22 permitted to work for the Company. The Company failed and refused to pay Parking Lot  
23 Attendants for all hours worked, including but not limited to time worked after the official end  
24 times of their shifts.

25 27. During the Class Period, Defendant has failed and refused to provide Parking Lot  
26 Attendants with timely and accurate wage and hour statements.

27 28. During the Class Period, Defendant has failed and refused to pay accrued wages  
28 and other compensation earned and due immediately to Parking Lot Attendants who were

1 terminated, and Defendant have failed and refused to pay accrued wages and other compensation  
2 earned and due within seventy-two hours to Parking Lot Attendantss who ended their  
3 employment.

4 29. During the Class Period, Defendant has failed and refused to maintain complete  
5 and accurate payroll records for Parking Lot Attendantss showing gross hours earned, total hours  
6 worked, all deductions made, net wages earned, and all applicable hourly rates in effect during  
7 each pay period and the corresponding number of hours worked at each hourly rate.

8 30. During the Class Period, Defendant has failed and refused to indemnify the  
9 Parking Lot Attendantss for all necessary expenditures or losses incurred by them in direct  
10 consequence of the discharge of their duties, or of their obedience to the directions of Defendant.

11 31. During the Class Period, Defendant has wrongfully withheld and failed to pay  
12 Parking Lot Attendantss wages and other compensation earned and due them for all hours worked  
13 and as otherwise required pursuant to the Employment Laws and Regulations.

14 32. During the Class Period, Defendant has refused and failed to fully compensate  
15 Parking Lot Attendants with reporting time pay.

16 33. Defendant' conduct violated the Employment Laws and Regulations. Defendant's  
17 systematic acts and practices also violated, *inter alia*, Business & Professions Code §§ 17200, *et*  
18 *seq.*

19 34. Plaintiffs also seek of all other compensation and all benefits required pursuant to  
20 the Employment Laws and Regulations, plus penalties and interest, owed to Parking Lot  
21 Attendants.

22 35. The duties and business activities of the Class Members were essentially the same  
23 as the duties and activities of the Plaintiffs described above. At all times during the Class Period,  
24 all of the Class Members were employed in the same or similar job as Plaintiff (as a Parking Lot  
25 Attendant) and were paid in the same manner and under the same standard employment  
26 procedures and practices as Plaintiffs.

27 36. During the Class Period, Defendant was fully aware that Plaintiffs and the Class  
28 Members were performing "off-the-clock" unpaid work and not being paid for all hours worked in



1 violation of the provisions of the Labor Code.

2 37. Defendant's violations of the Employment Laws and Regulations were repeated,  
3 willful and intentional.

4 38. Plaintiffs and the Class Members have been damaged by Defendant's conduct.

5 39. While the exact number of Class Members is unknown to Plaintiffs at the present  
6 time, based on information and belief, there are more than 40 such persons. A class action is the  
7 most efficient mechanism for resolution of the claims of the Class Members.

8 40. In addition, a class action is superior to other available methods for the fair and  
9 efficient adjudication of this controversy because the damages suffered by individual Class  
10 Members may be relatively small, and the expense and burden of individual litigation would make  
11 it impossible for such Class Members individually to redress the wrongs done to them. Moreover,  
12 because of the similarity of the Class Members' claims, individual actions would present the risk  
13 of inconsistent adjudications subjecting the Defendant to incompatible standards of conduct.

14 41. Plaintiffs are currently unaware of the identities of all the Class Members.  
15 Accordingly, Defendant should be required to provide to Plaintiffs a list of all persons employed  
16 as Parking Lot Attendants (and similarly situated individuals who held titles involving the  
17 supervision of parking lots and cars) in California beginning four years prior to the filing of this  
18 Complaint until the present, stating their last known addresses and telephone numbers, so that  
19 Plaintiff may give such Class Members notice of the pendency of this action and an opportunity to  
20 make an informed decision about whether to participate in it.

21 42. The proposed Class that Plaintiffs seeks to represent is defined as follows:

22 All Parking Lot Attendants (including, but not limited to, or other similarly situated titles  
23 or positions) who are or have been employed by Defendant in the State of California at any  
24 time during the four years prior to the commencement of this suit and continuing while  
25 this Action is pending.

26 43. There is a well-defined community of interest in the litigation and the proposed  
27 Class is easily ascertainable:

28 a. Numerosity: While the precise number of Class Members has not been  
determined at this time, Plaintiffs are informed and believe that Defendant has employed in excess  
of 40 persons as Parking Lot Attendants in California during the proposed Class Period.

1           b.     Commonality: There are questions of law and fact common to Plaintiffs  
2 and the Class that predominate over any questions affecting only individual Class Members.

3 These common questions of law and fact include, without limitation:

- 4           i.     Whether Defendant failed to compensate Plaintiffs and the Class  
5                 Members for all hours worked;
- 6           ii.    Whether Defendant did not have any formal policies or procedures  
7                 in place applicable to Plaintiffs and Class Members relating to meal  
8                 and rest periods;
- 9           iii.   Whether Defendant failed to pay Plaintiffs and the Class Members  
10                overtime premium pay through their payment of cash wages;
- 11          iv.    Whether Defendant failed to pay Plaintiffs and the Class Members  
12                 the required minimum wage for every hour where work was  
13                 performed;
- 14          v.     Whether Defendant failed to provide Plaintiffs and the Class  
15                 Members with accurate itemized statements;
- 16          vi.    Whether Defendant failed to provide meal and rest breaks for  
17                 Plaintiffs and the Class Members;
- 18          vii.   Whether Defendant owes Plaintiffs and the Class Members waiting  
19                 time penalties pursuant to Labor Code §203;
- 20          viii.  Whether Defendant engaged in unfair business practices under  
21                 Business and Professions Code §17200;
- 22          ix.    The effect upon and the extent of damages suffered by Plaintiffs and  
23                 the Class Members and the appropriate amount of compensation;
- 24          x.     Whether Defendant paid cash wages to Class Members.

25           c.     Typicality: Plaintiffs' claims are typical of the claims of the proposed  
26 Class. Plaintiffs and all Class Members sustained injuries and damages arising out of and caused  
27 by Defendant' common course of conduct in violation of law as alleged herein.

28 ////

1           d.     Adequacy of Representation: Plaintiffs are members of the proposed Class  
2 and will fairly and adequately represent and protect the interests of the Class Members. Counsel  
3 who represent Plaintiffs are competent and experienced in litigating large wage and hour and  
4 other employment class actions.

5           e.     Superiority of Class Action: A class action is superior to other available  
6 means for the fair and efficient adjudication of this controversy. Questions of law and fact  
7 common to the proposed Class predominate over any questions affecting only individual Class  
8 Members. Each proposed Class Member has been damaged and is entitled to recovery by reason  
9 of Defendant's illegal policies and/or practices of failing to pay full and correct wages, including  
10 the minimum wage and overtime premium wages, as required by law. A class action will allow  
11 those similarly situated persons to litigate their claims in the manner that is most efficient and  
12 economical for the parties and the judicial system.

13   **FIRST CAUSE OF ACTION**

14           **(Failure to Pay Compensation For All Hours Worked - Labor Code §§ 216 and 1194**

15                                   **By Plaintiffs Individually and on Behalf of All Class Members)**

16           44.     As a separate and distinct cause of action, Plaintiffs complain and reallege all of  
17 the allegations contained in this complaint, and incorporate them by reference into this cause of  
18 action as though fully set forth herein, excepting those allegations which are inconsistent with this  
19 cause of action.

20           45.     Plaintiffs bring this action to recover unpaid compensation for all hours worked,  
21 including for work over eight hours in a day and over forty hours in a workweek.

22           46.     Defendant's conduct described in this Complaint violates, among other things,  
23 Labor Code §§ 204, 216, 218, 218.5, 218.6, 510, 1194, and 1198 and the IWC Wage Orders.

24           47.     Defendant failed to pay Plaintiffs and the Class Members for all of the actual hours  
25 worked, including for work over eight hours in a day and over forty hours in a workweek.  
26 Defendant knew or should have known that Plaintiffs and the Class Members were working these  
27 hours.

28     ////

1 48. Plaintiffs and the Class Members are also entitled to penalties pursuant to  
2 Paragraph No. 20 of the applicable IWC Wage Order which provides, in addition to any other  
3 civil penalties provided by law, any employer or any other person acting on behalf of the employer  
4 who violates, or causes *to be* violated, the provisions of the IWC Wage Order, shall be subject to a  
5 civil penalty of \$50.00 (for initial violations) or \$100.00 (for subsequent violations) for each  
6 underpaid employee for each pay period during which the employee was underpaid in addition to  
7 the amount which is sufficient to recover unpaid wages.

8 49. As a result of Defendant' unlawful acts, Plaintiffs and the Class Members have  
9 been deprived of compensation in an amount according to proof at the time of trial, and are  
10 entitled to recovery of such amounts, plus interest thereon, liquidated damages pursuant to Labor  
11 Code § 1194.2, and attorneys' fees and costs, pursuant to Labor Code §§ 1194 and 2698, in an  
12 amount according to proof at the time of trial. Plaintiffs and the Class Members are also entitled  
13 to additional penalties and/or liquidated damages pursuant to statute.

14 **SECOND CAUSE OF ACTION**

15 **(Failure to Pay Minimum Wages - Labor Code § 1194**

16 **By Plaintiffs Individually and on Behalf of All Class Members)**

17 50. As a separate and distinct cause of action, Plaintiffs complain and reallege all of  
18 the allegations contained in this complaint, and incorporate them by reference into this cause of  
19 action as though fully set forth herein, excepting those allegations which are inconsistent with this  
20 cause of action.

21 51. At all relevant times, the IWC Wage Orders contained in Title 8 of the Code of  
22 Regulations ("Wage Orders") applied to Plaintiffs in Plaintiffs' capacity as employees of  
23 Defendant. The Wage Orders and California law provided, among other things, that Plaintiffs  
24 must receive minimum wage earnings for all hours worked.

25 52. During the Class Period, Defendant has routinely failed to pay Class Members,  
26 including Plaintiffs, the minimum wage required by the Employment Laws and Regulations for all  
27 hours worked.

28 ////

1           53.     The Class Members, including Plaintiffs, have been deprived of their rightfully  
2 earned minimum wages as a direct and proximate result of Defendant’ policies and practices and  
3 Defendant’ failure and refusal to pay said wages for all hours worked. The Class Members,  
4 including Plaintiffs, are entitled to recover the past wages owed to them, under the minimum  
5 wage laws, plus an additional equal amount as liquidated damages as permitted under the Wage  
6 Orders and California law, plus interest thereon and attorneys’ fees and costs pursuant to Labor  
7 Code §§ 1194 and 2698, in an amount according to proof at the time of trial.

8   **THIRD CAUSE OF ACTION**

9       **(Failure to Pay Overtime Compensation - By Plaintiffs Individually and on Behalf of All**  
10                   **Parking Lot Attendants: California Labor Code §§ 510 and 1194)**

11           54.     As a separate and distinct cause of action, Plaintiffs complain and reallege all the  
12 allegations contained in this complaint, and incorporate them by reference into this cause of action  
13 as though fully set forth herein, excepting those allegations which are inconsistent with this cause  
14 of action.

15           55.     During the Class Period, Defendant has routinely required Parking Lot Attendants,  
16 including Plaintiffs, to work over eight hours in a day and over forty hours in a workweek.  
17 However, Defendant have failed and refused to pay the Parking Lot Attendants, including  
18 Plaintiffs, the overtime compensation required by the Employment Laws and Regulations.

19           56.     The Parking Lot Attendants, including Plaintiffs, have been deprived of their  
20 rightfully earned overtime compensation as a direct and proximate result of Defendant’ policies  
21 and practices and Defendant’ failure and refusal to pay that compensation. The Parking Lot  
22 Attendants, including Plaintiffs, are entitled to recover such amounts, plus interest, attorney’s fees  
23 and costs.

24   **FOURTH CAUSE OF ACTION**

25       **(Failure to Furnish Accurate Wage and Hour Statements - Labor Code § 226**  
26                   **By Plaintiffs Individually and on Behalf of All Class Members)**

27           57.     As a separate and distinct cause of action, Plaintiffs complain and reallege all of  
28 the allegations contained in this complaint, and incorporate them by reference into this cause of

1 action as though fully set forth herein, excepting those allegations which are inconsistent with this  
2 cause of action.

3 58. During the Class Period, Defendant has routinely failed to provide Class Members,  
4 including Plaintiffs, with timely and accurate wage and hour statements showing gross hours  
5 earned, total hours worked, all deductions made, net wages earned, and all applicable hourly rates  
6 in effect during each pay period and the corresponding number of hours worked at each hourly  
7 rate.

8 59. As a consequence of Defendant's actions, Class Members are entitled to all  
9 available statutory penalties, costs and reasonable attorneys' fees, including those provided in  
10 Labor Code § 226(e), as well as all other available remedies.

11 **FIFTH CAUSE OF ACTION**

12 **(For Waiting Time Penalties - Labor Code §§ 201-203**

13 **By Plaintiffs Individually and on Behalf of All Class Members)**

14 60. As a separate and distinct cause of action, Plaintiffs complain and reallege all of  
15 the allegations contained in this complaint, and incorporate them by reference into this cause of  
16 action as though fully set forth herein, excepting those allegations which are inconsistent with this  
17 cause of action.

18 61. During the Class Period, Defendant failed to pay accrued wages and other  
19 compensation due immediately to each Class Member who was terminated, and failed to pay  
20 accrued wages and other compensation due within seventy-two hours to each Class Member,  
21 including Plaintiffs, who ended his employment.

22 62. Labor Code § 201 requires an employer who discharges an employee to pay  
23 compensation due and owing to said employee immediately upon discharge. Labor Code § 203  
24 provides that if an employer willfully fails to pay compensation promptly upon discharge, as  
25 required by § 201, the employer is liable for waiting time penalties in the form of continued  
26 compensation for up to 30 work days.

27 63. Defendant willfully failed and refused, and continues to willfully fail and refuse, to  
28 timely pay compensation due to Class Members upon termination or resignation, as required by

1 Labor Code § 201. As a result, Defendant, and each of them, are liable to Plaintiffs and all Class  
2 Members similarly situated for waiting time penalties, together with interest thereon, pursuant to  
3 Labor Code § 203, as well as all other available remedies, in an amount according to proof at the  
4 time of trial.

5 **SIXTH CAUSE OF ACTION**

6 **(Failure to Provide Meal and Rest Periods - Labor Code §§ 226.7 and 512**

7 **By Plaintiffs Individually and on Behalf of All Class Members)**

8 64. As a separate and distinct cause of action, Plaintiffs complain and reallege all of  
9 the allegations contained in this complaint, and incorporate them by reference into this cause of  
10 action as though fully set forth herein, excepting those allegations which are inconsistent with this  
11 cause of action.

12 65. During the Class Period, Defendant has failed to provide Parking Lot Attendants,  
13 including Plaintiffs, legally compliant meal and rest periods during their work shifts, and have  
14 failed to compensate Parking Lot Attendants, including Plaintiffs, for those meal and rest periods,  
15 as required by Labor Code § 226.7 and the other applicable sections of the Employment Laws and  
16 Regulations.

17 66. The Parking Lot Attendants, including Plaintiffs, have been deprived of their  
18 rightfully earned compensation for meal and rest periods as a direct and proximate result of  
19 Defendant's policies and practices and Defendant' failure and refusal to pay that compensation.  
20 The Parking Lot Attendants, including Plaintiffs, are entitled to recover such amounts pursuant to  
21 Labor Code § 226.7(b), plus interest.

22 **SEVENTH CAUSE OF ACTION**

23 **(For Indemnification - Labor Code § 2802**

24 **By Plaintiffs Individually and on Behalf of All Class Members)**

25 67. As a separate and distinct cause of action, Plaintiffs complain and reallege all of  
26 the allegations contained in this complaint, and incorporate them by reference into this cause of  
27 action as though fully set forth herein, excepting those allegations which are inconsistent with this  
28 cause of action.

1           68. Pursuant to Labor Code § 2802(a), an employer shall indemnify its employees for  
2 all necessary expenditures or losses incurred by the employees in direct consequence of the  
3 discharge of their duties, or of their obedience to the directions of the employer, even though  
4 unlawful, unless the employee, at the time of obeying the directions, believed them to be  
5 unlawful.

6           69. During the Class Period, the Class Members, including Plaintiffs, incurred  
7 necessary business-related expenses and costs that were not fully reimbursed by Defendant,  
8 including and without limitations, clothing unique to the work of Defendant, pens, flags, rubber  
9 bands, and stickers. Class Members, including Plaintiffs, were required to use their own vehicles  
10 and expend gas to meet with Defendant's managers to deliver the daily earnings from Defendant's  
11 parking lots.

12           70. During the Class Period, Defendant failed to reimburse the Class Members,  
13 including Plaintiffs, for necessary business-related expenses and costs.

14           71. The Class Members, including Plaintiffs, are entitled to recover from Defendant  
15 their business-related expenses and costs incurred during the course and scope of their  
16 employment, plus attorneys' fees, costs and interest accrued from the date on which the employee  
17 incurred the necessary expenditures.

18                                 **EIGHTH CAUSE OF ACTION**

19                                 **(For Unfair Competition - Business & Professions Code § 17200, et seq.**

20                                 **By Plaintiffs Individually and on Behalf of All Class Members)**

21           72. As a separate and distinct cause of action, Plaintiffs complain and reallege all of  
22 the allegations contained in this complaint, and incorporate them by reference into this cause of  
23 action as though fully set forth herein, excepting those allegations which are inconsistent with  
24 this cause of action.

25           73. As a result of Defendant's unfair business practices, Defendant has reaped unfair  
26 benefits and illegal profits at the expense of Class Members, including Plaintiffs, and members of  
27 the public. Defendant should be made to disgorge their ill-gotten gains and to restore them to  
28 Class Members, including Plaintiffs.



1 74. Defendant's unfair business practices violate the Unfair Competition Laws and  
2 entitle Plaintiffs to seek preliminary and permanent injunctive relief including, but not limited to,  
3 orders that Defendant account for, disgorge and restore to the Class Members, including Plaintiffs,  
4 the wages and other compensation unlawfully withheld from them.

5 75. In addition to the actual damages caused by the unlawful conversion, the Class  
6 Members, including Plaintiffs, are entitled to recover exemplary damages for the sake of example  
7 and by way of punishing Defendant.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiffs, individually and on behalf of the Class, pray for judgment  
10 against Defendant as follows:

- 11 1. For an Order certifying the First through Eight Causes of Action as a class action;
- 12 2. For an Order appointing Plaintiffs' counsel as Class counsel;
- 13 3. For compensatory damages in an amount to be ascertained at trial;
- 14 4. For restitution in an amount to be ascertained at trial;
- 15 5. For punitive and exemplary damages in an amount to be ascertained at trial;
- 16 6. For all penalties allowed by law;
- 17 7. For prejudgment interest;
- 18 8. For reasonable attorneys' fees pursuant to Labor Code §§ 1194;
- 19 9. For costs of suit incurred herein;
- 20 10. For disgorgement of profits garnered as a result of Defendant' unlawful failure to  
21 pay wages, including overtime wages, earned; and
- 22 11. For such further relief as the Court may deem appropriate.

23  
24 DATED: July 27, 2017

LAW OFFICES OF THOMAS W. FALVEY  
MANCINI & ASSOCIATES

25  
26 By: 

MICHAEL H. BOYAMIAN  
Attorneys for Plaintiffs JESSE RIOS and  
ANTHONY DE LOS ANGELES,  
individually and on behalf of all others  
similarly situated

**DEMAND FOR JURY TRIAL**

1  
2 Plaintiffs JESSE RIOS and ANTHONY DE LOS ANGELES, individually and on behalf  
3 of all similarly situated individuals, demand jury trial of this matter.

4 DATED: July 27, 2017

LAW OFFICES OF THOMAS W. FALVEY  
MANCINI & ASSOCIATES

5  
6 By: 

7 MICHAEL H. BOYAMIAN  
8 Attorneys for Plaintiffs JESSE RIOS and  
9 ANTHONY DE LOS ANGELES,  
10 individually and on behalf of all others  
11 similarly situated  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28