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Attorney for Plaintiff RENE VILLA, as representative of the State of California and the Labor and Workforce Development Agency ("LDWA"), and on behalf of himself and other current and former employees

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

RENE VILLA,

Plaintiff,

v.

GRACES & MORE, INC.; GRACES &
MORE, INC., dba KWIK VALET; MORE
GRACES, INC.; NOS, INC.;
AMBASSADOR PARKING SERVICES;
MARC NAJJAR, and DOES 1-50,
inclusive,

Defendants.

Case No.: **21TRCV00827**

**REPRESENTATIVE ACTION COMPLAINT
FOR CIVIL PENALTIES**

1. Violation of Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Pay Minimum Wage and Overtime;
2. Violation of Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Issue Accurate Itemized Wage Statements; and
5. Violation of Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Indemnify for Expenditures or Losses in Discharge of Duties.

1 Plaintiff RENE VILLA (“Plaintiff” or “Mr. Villa”), as a representative of the State of
2 California and the Labor and Workforce Development Agency (“LDWA”), and on behalf of
3 themselves and other current and former employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is an action brought on behalf of Plaintiff and all similarly-situated employees
6 who were subjected to one or more of the violations alleged herein by Defendants GRACES &
7 MORE, INC.; GRACES & MORE, INC., dba KWIK VALET; MORE GRACES, INC.; NOS,
8 INC.; AMBASSADOR PARKING SERVICES; and MARC NAJJAR. The terms “Relevant
9 Time Period” or “Time Period” are one (1) year and 65 days prior to the filing of this complaint
10 through date of entry of judgment. Plaintiff reserve the right to amend this complaint to reflect a
11 different “Time Period” as further discovery is conducted.

12 2. Plaintiff and similarly-aggrieved employees seek civil penalties from Defendants
13 for violations of numerous Labor Code provisions, including, but not limited to, sections 226,
14 226.7, 227.3, 510, 512, 1174, 1194, and 2802.

15 **JURISDICTION AND VENUE**

16 3. This Court has subject matter jurisdiction over the causes of action alleged in this
17 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
18 excluded from exercising subject matter jurisdiction over said causes of action. The penalties
19 recoverable for Plaintiff do not exceed seventy-five thousand dollars (\$75,000.00), and
20 collectively amongst all aggrieved employees do not exceed five million dollars (\$5,000,000.00).

21 4. All named Defendants are California corporations doing business throughout
22 the State of California, and specifically, in Los Angeles County. Plaintiff was employed by all
23 named Defendants in Los Angeles County. There is no federal question at issue, as the issues
24 herein are based solely on California statutes and law, including the California Labor Code,
25 Industrial Welfare Commission (“IWC”) Wage Orders, California Code of Civil Procedure,
26 California Business and Professions Code, and California Rules of Court. By doing business in
27 the state of California, Defendants have purposefully availed themselves of the state’s
28 jurisdiction. Accordingly, as personal jurisdiction over Defendants would be constitutional,

1 California's long-arm statute provides that California courts may exercise personal jurisdiction
2 over Defendants. (Code Civ. Pro. § 410.10.)

3 5. Venue is proper in Los Angeles County, because Defendants perform business in
4 Los Angeles County, and the acts set forth herein occurred in Los Angeles County.

5 **THE PARTIES**

6 **A. Plaintiffs**

7 6. Plaintiff, Mr. Villa, was employed by Defendants from in or around 2010 through
8 on or around September 5, 2020. At all relevant times herein, Plaintiff was employed by
9 Defendants in a non-exempt hourly employee, and was entitled to compensation for all hours
10 worked, including but not limited to minimum wage, as well as penalties from Defendants.

11 **B. Defendant(s)**

12 7. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 GRACES & MORE, INC.; GRACES & MORE, INC., dba KWIK VALET; MORE GRACES,
14 INC.; NOS, INC.; and AMBASSADOR PARKING SERVICES are parking services companies
15 that operate in California. On information and belief, and based thereon, Plaintiff alleges that
16 Defendants are conducting business in good standing in California, at all times herein mentioned,
17 has regularly conducted business throughout the State of California.

18 8. Plaintiff is informed and believes, and based thereon alleges, that Defendant
19 MARC NAJJAR is the owner of GRACES & MORE, INC.; GRACES & MORE, INC., dba
20 KWIK VALET; MORE GRACES, INC.; NOS, INC.; and AMBASSADOR PARKING
21 SERVICES.

22 9. Defendant GRACES & MORE, INC., is a parking services company that operates
23 in California. On information and belief, and based thereon, Plaintiff alleges that Defendants are
24 conducting business in good standing in California, at all times herein mentioned, has regularly
25 conducted business throughout the State of California.

26 10. Defendant GRACES & MORE, INC., dba KWIK VALET is a parking services
27 company that operates in California. On information and belief, and based thereon, Plaintiff
28 alleges that Defendants are conducting business in good standing in California, at all times herein

mentioned, has regularly conducted business throughout the State of California.

11. On information and belief, Defendants GRACES & MORE, INC.; GRACES & MORE, INC., dba KWIK VALET; MORE GRACES, INC.; NOS, INC.; AMBASSADOR PARKING SERVICES, and MARC NAJJAR are, and were, the employers for Plaintiff and Aggrieved employees.

12. Defendant MORE GRACES, INC. is a parking services company that operates in California. On information and belief, and based thereon, Plaintiff alleges that Defendants are conducting business in good standing in California, at all times herein mentioned, has regularly conducted business throughout the State of California.

13. Defendant NOS, INC. is an office and business services company that operates in California. On information and belief, and based thereon, Plaintiff alleges that Defendants are conducting business in good standing in California, at all times herein mentioned, has regularly conducted business throughout the State of California.

14. Defendant AMBASSADOR PARKING SERVICES is a parking services company that operates in California. On information and belief, and based thereon, Plaintiff alleges that Defendants are conducting business in good standing in California, at all times herein mentioned, has regularly conducted business throughout the State of California.

15. On information and belief, Defendants GRACES & MORE, INC.; GRACES & MORE, INC., dba KWIK VALET; MORE GRACES, INC.; NOS, INC.; AMBASSADOR PARKING SERVICES, and MARC NAJJAR are, and were, the employers for Plaintiff and Aggrieved employees.

16. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief, alleges that said Defendants are legally responsible for the violations alleged herein. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when that information is ascertained.

17. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint

1 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant
2 are legally attributable to the other Defendants. Furthermore, Defendants operates as a joint
3 venture and/or single business enterprise, integrated enterprise, and/or are agents of one another,
4 are alter egos, joint employers, and conspire with one another to increase profits by engaging in
5 the conduct described in this complaint.

6 18. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
7 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
8 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
9 below was acting, at least in part, within the course and scope of that authority as such agent,
10 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
11 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
12 are legally attributable to the other Defendants.

13 **PAGA ADMINISTRATIVE PREREQUISITES**

14 19. By this complaint, Plaintiff brings this case as a representative action seeking
15 penalties for the State of California in a representative capacity, as provided for by the Private
16 Attorneys General Act ("PAGA"), Labor Code section 2698 et seq., to the extent permitted by
17 law, as an aggrieved employee who was employed by Defendants and subject to alleged violations
18 set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in their notice
19 to the Labor Workforce Development Agency ("LWDA") and the employer: sections 226, 226.7,
20 510, 512, 1174, 1194, and 2802.

21 20. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action
22 under PAGA only after giving the Labor Workforce Development Agency ("LWDA") and the
23 employer notice of the Labor Code sections alleged to have been violated, and after receiving
24 notice from the LWDA of its intention not to investigate, or after 65 days have passed without
25 notice from the LWDA.

26 21. On September 1, 2021, prior to the filing of this complaint, Plaintiff gave written
27 notice of the specified provisions alleged to have been violated, including the facts and theories
28 to support the alleged violations, as required by Labor Code section 2699.3. This written notice

1 was given via certified mail to Defendant(s), and to the LWDA by electronically filing the notice
2 via the Department of Industrial Relations website. Plaintiff was given a LWDA case number of
3 LWDA-CM-843228-21. A true and correct copy of Plaintiff's notice to the LWDA and
4 Defendant(s), dated September 1, 2021, is attached hereto as Exhibit A.

5 **FACTUAL ALLEGATIONS**

6 22. Plaintiff and similarly-aggrieved employees are, and all times relevant herein,
7 have been non-exempt employees within the meaning the California Labor Code, and the
8 implementing rules of the IWC California Wage Orders.

9 23. Plaintiff is informed and believed, and based thereon alleged, that Defendant's
10 policies and practices described herein are common across each of Defendant's locations within
11 the State of California.

12 24. Plaintiff alleges that Defendants failed to pay Plaintiff and other aggrieved
13 employees for all hours worked in violation of California law, including both minimum wage and
14 overtime compensation. Specifically, Defendants failed to pay Plaintiff and other aggrieved
15 employees at one and one-half times their regular rate of pay for all hours worked in excess of
16 when eight (8) hours in a day or forty (40) hours in a week. Plaintiff and aggrieved employees
17 were paid at their regular rate of pay for overtime hours worked, if they were paid for overtime at
18 all. Further, Defendants failed to pay Plaintiff and aggrieved employees the legally mandated
19 minimum wage at all times during their employment.

20 25. Plaintiff alleges that he and other aggrieved employees were often precluded from
21 taking timely and uninterrupted meal and rest breaks in accordance with California law due to
22 Defendant. Plaintiff and other aggrieved employees often did not receive at least one duty-free,
23 uninterrupted meal period with the first five (5) hours worked, and a second meal period before
24 the start of the 11th hour of work. When employees were prevented from taking timely and
25 complete meal periods, they did not receive premium pay for the missed meal break.

26 26. Plaintiff further alleges that he and other aggrieved employees did not receive rest
27 periods for every four (4) hours worked, or a major fraction thereof, as required by the Labor
28 Code. Plaintiff and other aggrieved employees were generally precluded from taking rest breaks

1 due to Defendants requiring them to miss their rest break. When employees were prevented from
2 taking rest breaks, they did not receive premium pay for the missed rest break.

3 27. Plaintiff alleges that Defendants failed to provide his and other aggrieved
4 employees with complete and accurate wage statements for all regular hours and overtime hours
5 worked. This conduct is in violation of Labor Code sections 226 and 1174.

6 28. Plaintiff alleges Defendants failed to reimburse their and other aggrieved
7 employees for necessary business expenditures. Plaintiff and other aggrieved employees were not
8 reimbursed for the cost of washing and maintaining Defendant's uniform.

9 **FIRST CAUSE OF ACTION**

10 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
11 **PAY ALL WAGES**

12 **(By Plaintiff against All Defendants)**

13 29. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
14 as if fully alleged.

15 30. Plaintiff and other aggrieved employees regularly worked over eight (8) hours per
16 day and forty (40) hours per week. Mr. Villa alleges that he and other aggrieved employees were
17 not paid one and one-half times their regular rate of pay for overtime hours worked. When they
18 were paid for the overtime hours, it was at their hourly rate of pay. Plaintiff and aggrieved
19 employees also were not paid the legally mandated minimum wage at certain times during their
20 employment. When the minimum wage rate changed, Defendants would not increase the pay of
21 Plaintiff and aggrieved employees.

22 31. Defendants have willfully violated the Cal. Labor Code by failing to Plaintiff and
23 other aggrieved employees all wages earned. Plaintiff and other aggrieved employees were denied
24 wages as a result of Defendants failing to compensate Plaintiff and aggrieved employees at the
25 proper overtime rate for hours worked in excess of eight (8) hours per day or forty (40) hours per
26 week and the legally mandated minimum wage for all hours worked.

27 32. Plaintiff and other aggrieved employees request recovery of reasonable attorneys'
28 fees, costs, and civil penalties pursuant to PAGA, for all violations which occurred during the

1 Relevant Time Period.

2 **SECOND CAUSE OF ACTION**

3 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
4 **PROVIDE MEAL PERIODS OR PREMIUM COMPENSATION IN LIEU THEREOF**

5 **(By Plaintiff against All Defendants)**

6 33. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
7 as if fully alleged.

8 34. Labor Code sections 226.7 and 512 provide that no employer shall employ any
9 person for a work period of more than five (5) hours without providing a meal period
10 uninterrupted by work duties of not less than thirty (30) minutes, or employ any person for a work
11 period of more than ten (10) hours without a second meal period of not less than thirty (30)
12 minutes.

13 35. Labor Code section 226.7 provides that if an employer fails to provide an
14 employee a meal period in accordance with this section, the employer shall pay the employee one
15 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
16 period is not provided in accordance with this section. Plaintiff alleges Defendants failed to
17 provide legally compliant meal periods, in addition to impeding, discouraging, dissuading, and/or
18 not relieving employees from all work duties during meal periods thereby preventing employees
19 from taking legally compliant meal periods.

20 36. At all times relevant hereto, Plaintiff and the aggrieved employees have worked
21 shifts of more than five (5) hours in a workday. Defendants failed to provide legal compliant meal
22 periods to Plaintiff and the aggrieved employees, by failing to provide meal periods before the
23 fifth (5th) hour of work due to its meal period scheduling policy and practice. Despite failing to
24 provide timely meal periods, Defendants failed to pay one additional hour of pay at Plaintiff and
25 aggrieved employees' regular rate of pay for each workday that a meal period violation occurred.

26 37. At varying times relevant hereto, Plaintiff and the aggrieved employees have
27 worked shifts more than ten (10) hours in a workday.

28 38. By and through their actions, Defendants have intentionally and improperly denied

compliant meal periods or compensation in lieu thereof to Plaintiff and the aggrieved employees in violation of Labor Code sections 226.7 and 512 and/or other statutes.

39. Defendants' Labor Code violations have caused Plaintiff and the aggrieved employees to suffer, and continue to suffer, damages in amounts which are presently unknown, but will be ascertained according to proof at trial.

40. Plaintiff and other aggrieved employees request recovery of reasonable attorneys' fees, costs, and civil penalties pursuant to PAGA, for all violations which occurred during the Relevant Time Period.

THIRD CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(By Plaintiff against All Defendants)

41. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged.

42. Labor Code section 226.7 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or major fraction thereof.

43. Labor Code section 226.7, subdivision (b) provides that if an employer fails to provide and employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. Plaintiff and the aggrieved employees consistently worked over four (4) hours per shift with no rest breaks, due to Defendants' uniform policies and practices.

44. Defendants failed to reasonably make available rest breaks to Plaintiff and the aggrieved employees.

45. Defendants' Labor Code violations have caused Plaintiff and the aggrieved employees to suffer, and continue to suffer, damages in amounts which are presently unknown, but will be ascertained according to proof at trial.

1 46. Plaintiff and other aggrieved employees request recovery of reasonable attorneys’
2 fees, costs, and civil penalties pursuant to PAGA, for all violations which occurred during the
3 Relevant Time Period.

4 **FOURTH CAUSE OF ACTION**

5 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
6 **ISSUE ITEMIZED WAGE STATEMENTS AND MAINTAIN RECORDS**

7 **(By Plaintiff against All Defendants)**

8 47. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
9 as if fully alleged herein.

10 48. Labor Code sections 226, 226.3, 1174, and 1174.5, and applicable IWC Wage
11 Orders provide that employers must keep records and provide employees with itemized wage
12 statements showing all hours worked and each applicable rate of pay in effect during the pay
13 period with the corresponding number of hours worked at each hourly rate.

14 49. Labor Code section 1174, subdivision (d), requires an employer to keep at a central
15 location in California or at the plant or establishment at which the employee is employed, payroll
16 records showing the hours worked daily, and the wages paid to each employee. Labor Code
17 section 226, subdivision (a) requires an employer to provide employees—either as a detachable
18 part of the check, draft, or voucher paying the employee’s wages, or separately when wages are
19 paid by personal check or cash—an accurate itemized wage statement in writing, including
20 specified information, including, but not limited to: (1) gross wages earned; (2) total hours worked
21 by the employee . . . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5)
22 net wages; (6) the inclusive dates of the period for which the employee is paid; (7) the name of
23 the employee and only the last four digits of his or her social security number or an employee
24 identification number other than a social security number; (8) the name and address of the legal
25 entity that is the employer . . . ; and (9) all applicable hourly rates in effect during the pay period
26 and corresponding number of hours worked at each hourly rate by the employee...” (Lab. Code
27 § 226.) Labor Code section 226, subdivision (e) provides that if an employer knowingly and
28 intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned, the

1 total hours worked by the employee and the applicable hourly overtime rates, causing the
2 employee injury, then the employee is entitled to recover the greater of all actual damages or fifty
3 dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent
4 violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that
5 Defendants willfully failed to make or keep accurate records for Plaintiff and the aggrieved
6 employees.

7 50. The IWC Wage Orders require that every employer shall keep accurate
8 information with respect to each employee, including time records showing when each employee
9 begins and ends each work period, the total daily hours worked by each employee, and the total
10 hours worked in each payroll period, and applicable rates of pay. Plaintiff is informed and believes
11 that Defendants willfully and intentionally failed to make and/or keep records which accurately
12 reflect the hours worked by Plaintiff and the aggrieved employees. Specifically, Plaintiff believes
13 that Defendants did not maintain records for Plaintiff and other aggrieved employees reflecting
14 their time actually worked and at the proper rate.

15 51. An employee is deemed to suffer injury if the employer fails to provide an accurate
16 wage statement containing all of the required information set forth in Labor Code section 226,
17 subdivision (a). (Lab. Code, § 226, subdivision (e)(2).) In addition, the omission of time worked,
18 proper rates of pay, records of missed meal and rest breaks, and/or premium pay make it difficult
19 for employees to determine whether they were paid all wages due without complicated
20 calculations and/or reconstruction of records required to be maintained by the employer.

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

28 53. An employee is deemed to suffer injury if the employer fails to provide an accurate

1 wage statement containing all of the required information set forth in Labor Code section 226,
2 subdivision (a). (Lab. Code, § 226, subdivision (e)(2).)

3 54. Plaintiff and aggrieved employees were frequently paid a portion of their wages
4 in cash. When these cash payments were made, the employees would not receive an itemized
5 wage statement reflecting the cash wage payment. Additionally, the wage statement provided
6 with the check omitted time worked, overtime pay due employees and premium pay due
7 employees for meal or rest breaks not provided making it difficult for employees to determine
8 whether they were paid all wages due without complicated calculations and/or reconstruction of
9 records required to be maintained by the employer.

10 55. By virtue of Defendant's unlawful actions, Plaintiff and the aggrieved employees
11 have suffered, and will continue to suffer, damages and constitutes a violation of Labor Code
12 section 226(a).

13 56. Plaintiff and other aggrieved employees request recovery of reasonable attorneys'
14 fees, costs, and civil penalties pursuant to PAGA, for all violations which occurred during the
15 Relevant Time Period.

16 **SIXTH CAUSE OF ACTION**

17 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR**
18 **INDEMNIFICATION FOR EXPENDITURES OR LOSSES IN DISCHARGE OF**
19 **DUTIES**

20 **(By Plaintiff against All Defendants)**

21 57. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
22 as if fully alleged herein.

23 58. Defendants failed to indemnify Plaintiff and the aggrieved employees for all
24 necessary expenditures or losses incurred by Plaintiff and the aggrieved employees in direct
25 consequence of the discharge of their duties. Specifically, Defendants failed to indemnify Plaintiff
26 and the aggrieved employees for expenditures they incurred on their behalf, including, but not
27 limited to: (1) washing and maintaining Defendants' uniform.

28 59. Defendants required Plaintiff and aggrieved employees to wear log bearing

clothing. Pursuant to IWC Wage Order 9-2001, Sect. 9(A) “When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer. The term “uniform” includes wearing apparel and accessories of distinctive design or color.” If the employer fails to maintain the mandated uniforms, this results in the necessary expense falling onto the employee which is required to be reimbursed by the employer pursuant to Labor Code section 2802.

60. By virtue of Defendant's unlawful actions, Plaintiff and the aggrieved employees have suffered, and will continue to suffer, damages. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved employees and the State of California for violations of Labor Code section 2802 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

61. Plaintiff and other aggrieved employees request recovery of reasonable attorneys' fees, costs, and civil penalties pursuant to PAGA, for all violations which occurred during the Relevant Time Period.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and aggrieved employees pray for judgment as follows:

1. For civil penalties pursuant to the PAGA in an amount according to proof;
2. For reasonable attorney's fees and costs, pursuant to Labor Code section 2699(g);
and
3. That the Court award such other and further relief as this Court may deem appropriate.

Dated: November 8, 2021

MAHONEY LAW GROUP, APC

By:

Kevin Mahoney, Esq. 
Attorney for Plaintiff RENE VILLA, as an
individual, and on behalf of all similarly
situated employees.

EXHIBIT A



Kevin Mahoney, Esq.
(562) 590-5550 phone
(562) 590-8400 facsimile
kmahoney@mahoney-law.net

September 1, 2021

LWDA Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY

<http://dir.tfaforms.net/308>

VIA CERTIFIED MAIL # 7019 2970 0000 2983 4427

Return Receipt Requested

Graces & More, Inc.
2803 W 179th St
Torrance, CA 90504

VIA CERTIFIED MAIL # 7019 2970 0000 2983 4434

Return Receipt Requested

Graces & More, Inc., DBA KWIK VALET
531 Main St Unit 983
El Segundo, CA 90245

VIA CERTIFIED MAIL # 7019 2970 0000 2983 4441

Return Receipt Requested

More Graces, Inc.
1307 W 6th Street, Ste # 122
Corona, CA 92882

VIA CERTIFIED MAIL # 7019 2970 0000 2983 4458

Return Receipt Requested

Nos Inc.
531 Main St Unit 983
El Segundo, CA 90245

VIA CERTIFIED MAIL # 7019 2970 0000 2983 4465

Return Receipt Requested

AMBASSADOR PARKING SERVICES
531 Main St Unit 983
El Segundo, CA 90245

VIA CERTIFIED MAIL # 7019 2970 0000 2983 4472

Return Receipt Requested

Marc Najjar
2803 W. 179th St
Torrance, CA 90504

Re: Rene Villa v. Graces & More, Inc. et al

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; Graces & More, Inc.; Graces & More, Inc., DBA KWIK VALET; More Graces, Inc.; Nos, Inc.; and AMBASSADOR PARKING SERVICES.

From: Rene Villa, on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Mr. Rene Villa ("Mr. Villa" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"), on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Graces & More, Inc., Graces & More, Inc., dba Kwik Valet, More Graces, Inc., Nos, Inc., and Ambassador Parking Services, (hereinafter "Employer") are California corporations and or unknow business entities that operate as parking services businesses in California. Mr. Villa began his employment with Employer in or around 2010 and is currently still employed.

Mr. Villa alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 227.3, 510, 1174, 1194 and 2802, by failing to pay Mr. Villa and all other aggrieved employees all wages owed, including minimum wage and overtime, failing to provide accurate wage statements and maintain accurate payroll records, failing to provide all wages earned at end of employment, and failing to reimburse for necessary business expenditures. Mr. Villa and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

CONTINUED ON NEXT PAGE

A. Employer failed to pay Mr. Villa and other aggrieved employees for all hours worked, in accordance with California law, including both minimum wage and overtime

Employer failed to pay Mr. Villa and other aggrieved employees for all hours worked at the legally mandated wage rates, including minimum wage, and overtime compensation. *Huntington Memorial Hospital v. Superior Court of Los Angeles*, 131 Cal. App. 4th 893 (2005). Specifically, Mr. Villa and other aggrieved employees worked shifts in excess of eight (8) hours per day, all hours worked, but not compensated were required to be compensated at a rate of at least one-and-a-half times each employee's base rate of pay. Further, Employer compensated Mr. Villa and aggrieved employees for overtime hours worked at their regular rate of pay despite having worked in excess of eight (8) hours in day.

The incorrect overtime rate resulted in lost wages to Mr. Villa and other aggrieved employees. Specifically, Employer would pay the regular rate of pay for overtime hours Employer's failure to pay applicable overtime rates to Mr. Villa and other aggrieved employees as detailed above is actionable under PAGA as a violation of Labor Code sections 227.3, 510 and 1194.

B. Employer failed to provide Mr. Villa and other aggrieved employees with meal and rest periods, or premium compensation in lieu thereof, in accordance with California law.

Mr. Villa alleges that he and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their work. Mr. Villa alleges that he and other aggrieved employees routinely did not receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.). Mr. Villa and other aggrieved employees, received late meal periods, were forced to skip their meal periods, and/or their meal periods were interrupted, approximately every shift.

Specifically, Employer would tell Mr. Villa and other aggrieved employees that it was too busy for them to take their breaks. As a result, Mr. Villa and other aggrieved employees were forced to skip and work through their rest breaks.

During 10–12-hour shifts, Mr. Villa and other aggrieved employees only received 30-minute meal breaks at one of Employer's hospital locations. Also, at a cheesecake factory location, Mr. Villa and other aggrieved employees were not given an uninterrupted meal break.

When employees were prevented from taking timely and complete meal and rest periods, they did not receive premium pay as compensation for the missed meal and periods. Mr. Villa alleges he and other aggrieved employees were not compensated with premium pay for every meal period and rest period that was not timely provided or interrupted. Employer's conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Mr. Villa and other aggrieved employees compliant wage statements

As a result of Employer's failure to pay all wages owed, as described herein, Employer further failed to keep accurate payroll records and failed to provide Mr. Villa and other aggrieved employees with complete and accurate itemized wage statements showing the actual hours worked, premium wages earned per pay period, the accurate net and gross wage earned per pay period, and the accurate rate of pay for each hour worked. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

Specifically, Employer would partially pay Mr. Villa and other aggrieved employees partially in cash then pay the remaining amount with personal and regular checks. Employer also failed to include all hours worked at the proper rate of pay. Employer's conduct is actionable under PAGA as violations of Labor Code sections 226 and 1174.

D. Employer failed to reimburse Mr. Villa and other aggrieved employees for necessary business expenditures

Further, Employer required Mr. Villa and other aggrieved employees to wash and maintain their work uniforms which contains Employer's designated logo at their own expense. Mr. Villa alleges that he and his coworkers had to wash their uniforms separate from their personal clothing because of their uniforms were heavily soiled as a result of carrying out their job duties. Employer failed to reimburse Mr. Villa and other aggrieved employees for the cost of washing and maintaining Employer's uniform which is required as part of their employment. Employer failure to reimburse Mr. Villa and other aggrieved employees for the cost of washing and maintaining Employer's uniform is in violation of Labor Code section 2802 and therefore is actionable under PAGA.

E. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Villa becomes aware of additional compensation owed or losses incurred by him or by any other aggrieved employee of the Employer, Mr. Villa expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

CONTINUED ON NEXT PAGE

LABOR AND WORKFORCE DEVELOPMENT AGENCY

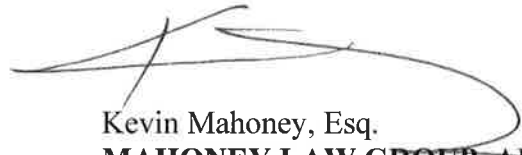
September 1, 2021

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If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
Kevin Mahoney, Esq.
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: kmahoney@mahoney-law.net

Sincerely,

A handwritten signature in black ink, appearing to be 'Kevin Mahoney', with a large, sweeping loop at the end.

Kevin Mahoney, Esq.
MAHONEY LAW GROUP, APC