

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Maureen Duffy-Lewis

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

JOSE BEGIA,

Plaintiff,

vs.

CALIFORNIA PARKING SYSTEMS INC.;
NAVIN HEMRAJANI; and DOES 1 to 25,
inclusive,

Defendants.

) CASE NO: **22STCV23344**

) **COMPLAINT DAMAGES FOR:**

-) **1) FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**
) **2) FAILURE TO PAY MINIMUM**
) **WAGES;**
) **3) FAILURE TO PAY OVERTIME;**
) **4) FAILURE TO PROVIDE**
) **ACCURATE ITEMIZED WAGE**
) **STATEMENTS;**
) **5) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**
) **6) FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**
) **7) FAILURE TO GIVE REST BREAKS;**
) **8) FAILURE TO GIVE MEAL BREAKS**
) **9) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**
) **10) FAILURE TO REIMBURSE FOR**
) **BUSINESS EXPENSES;**
) **11) VIOLATION OF CALIFORNIA**
) **BUSINESS AND PROFESSIONS**
) **CODE SECTION 17200.**

) **DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, JOSE BEGIA (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants CALIFORNIA PARKING SYSTEMS INC. ; NAVIN HEMRAJANI; and DOES 1 to 25, inclusive do business in the County of Los Angeles and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action.

2. Moreover, Plaintiff's damages sought herein exceed \$25,000.

3. Plaintiff is a male resident of the County of Los Angeles, State of California.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant CALIFORNIA PARKING SYSTEMS, INC. is and was a California corporation, doing business in Los Angeles County, California, and which employed Plaintiff as a driver.

5. Plaintiff is informed and believes that at all times herein mentioned, Defendant NAVIN HEMRAJANI is a male resident of the County of Los Angeles and was the owner and/or managing agent of CALIFORNIA PARKING SYSTEMS INC.. NAVID HEMRAJANI was involved in the day-to-day activities of the business and personally controlled the wages, hours, and working conditions of Plaintiff and other similarly situated aggrieved employees. Defendants CALIFORNIA PARKING SYSTEMS INC. and NAVID HEMRAJANI are collectively referred to as "CALIFORNIA PARKING" or "Defendant(s)".

6. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner

1 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
2 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
3 and capacities of these fictitiously named defendants.

4 7. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
5 that information and belief, alleges that at all times herein mentioned, each of the remaining
6 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
7 under the authority of their agency, employment, or representative capacity, with the consent
8 of his/her codefendants.
9

10 **GENERAL ALLEGATIONS**

11 8. Plaintiff worked for CALIFORNIA PARKING in total for over 10 years. His latest stint
12 of employment was for 5 years and ended on or around February or March 2022.

13 9. Plaintiff was classified as an hourly, non-exempt employee and was in the Valet
14 department. He was classified as an hourly, non-exempt employee and earned \$15 per hour.

15 10. It is Plaintiff's position that CALIFORNIA PARKING has violated numerous Labor
16 Code Sections against Plaintiff and other similarly situated aggrieved employees.

17 11. CALIFORNIA PARKING did not provide Plaintiff and other aggrieved employees with
18 compensation for all hours worked and did not pay Plaintiff and others the minimum wages to
19 which they were entitled for work performed pursuant to California Labor Code sections 1194,
20 1197 and 1197.1. This is so because CALIFORNIA PARKING had a policy of rounding down
21 the hours worked by Plaintiff and other aggrieved employees which translated to Plaintiff and
22 others not being paid for all hours worked, including minimum wages. In addition, since Plaintiff
23 did not receive any meal breaks whatsoever and since that time was still deducted on his
24 timecards (30 minutes per shift), that time was considered "off the clock". As such,
25 CALIFORNIA PARKING violated California's minimum wage laws by not paying Plaintiff for
26 all hours worked. In addition, Plaintiff only worked 20 hours per pay period on paper and the
27 rest of the 120-130 hours worked was paid in cash. This resulted in Plaintiff not being paid for
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1 all hours worked, including any overtime. The company paid Plaintiff in this fashion to also
2 avoid paying payroll taxes.

3 12. Due to the above “off the clock” hours, CALIFORNIA PARKING also violated Labor
4 Code §510 because it failed to pay Plaintiff and other aggrieved employees any overtime even
5 though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
6 throughout their employment. Plaintiff’s and other aggrieved employees’ actual work hours
7 entitled them to overtime compensation, however, CALIFORNIA PARKING did not
8 compensate its hourly, non-exempt employees with any overtime. In fact, the company had a
9 policy and practice of paying Plaintiff in cash for any hours worked over 20 in a pay period of
10 two weeks (Plaintiff generally worked 140-150 hours every pay period) and did NOT pay
11 Plaintiff and others 1.5 times their regular rate of pay for hours worked past 8 in a day and 2
12 times his regular rate of pay for hours worked past 12 in a day. Moreover, the company did not
13 include bonuses/incentive pay in calculating the regular rate of pay for purposes of deciphering
14 the overtime rate of pay. Simply put, the company was paying Plaintiff and other similarly
15 situated aggrieved employees cash for the purposes of circumventing California’s overtime laws
16 AND in order to avoid paying payroll taxes.

17 13. CALIFORNIA PARKING also violated Labor Code § 226.7 and the appropriate
18 Industrial Welfare Commission Wage Order no. 9 because it failed to provide Plaintiff and others
19 with 10-minute rest periods for every four hours of work, or majority portion thereof, throughout
20 their employment. CALIFORNIA PARKING did not completely relieve Plaintiff and others of
21 all duty during said rest periods. CALIFORNIA PARKING did not pay to Plaintiff and others
22 one additional hour of pay at Plaintiff’s regular rate of compensation for each workday that one
23 or more statutory rest periods was not provided. It was not part of the company policy for
24 employees such as Plaintiff and others to take uninterrupted rest breaks every 4 hours worked.
25 As such, the culture at CALIFORNIA PARKING did not lend itself to the employees receiving
26 statutory rest breaks wherein they were relieved of all work duties. In fact, Plaintiff did not
27 receive a single timely, uninterrupted ten-minute rest period throughout his entire employment
28 at CALIFORNIA PARKING. As such, the environment at CALIFORNIA PARKING was not

1 conducive to receiving statutory rest breaks under California law and timely, statutory rest breaks
2 were not authorized or enforced.

3 14. CALIFORNIA PARKING violated Labor Code §§ 512 and 226.7 along with Industrial
4 Welfare Commission Wage Order no. 9 because it failed to provide hourly, non-exempt
5 employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods
6 for every five (5) hours of work throughout their employment. CALIFORNIA PARKING did
7 not completely relieve employees of all duty during said meal periods. CALIFORNIA
8 PARKING did not pay to Plaintiff and its hourly, non-exempt employees one additional hour
9 of pay at their regular rate of compensation for each workday that one or more statutory meal
10 periods was not provided. Like the rest breaks, receiving a timely, uninterrupted thirty-minute
11 meal break was not part of the company culture and was not enforced by CALIFORNIA
12 PARKING. There was no such thing as even getting a meal break, much less getting a meal
13 break that was uninterrupted and before the 5th hour worked. As such, it was the normal practice
14 and custom of CALIFORNIA PARKING not to authorize, permit, and enforce timely,
15 uninterrupted statutory meal periods. Plaintiff did not receive a single timely, uninterrupted 30-
16 minute meal period throughout his employment tenure at CALIFORNIA PARKING.

17 15. Furthermore, during the relevant time period, and due to the labor code violations cited
18 above, CALIFORNIA PARKING failed to pay Plaintiff and others all wages due to them within
19 any time period specified by California Labor Code section 204. CALIFORNIA PARKING was
20 also in violation of California Labor Code section 226(a), by failing to include pertinent
21 information on the wage statements, including but not limited to, the full and correct name of
22 the legal employer along with the employer's address, all hours worked (including "off the
23 clock" hours and overtime), all applicable hourly rates, gross wages earned, net wages earned,
24 the correct start and end time of the pay period, all deductions, the employee's identifying
25 information, and premium pay for the missed meal and rest breaks. As such, CALIFORNIA
26 PARKING did not provide Plaintiff and other similarly situated aggrieved employees with
27 complete, accurate itemized wage statements.
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1 16. During the relevant time period, CALIFORNIA PARKING also failed to keep accurate
2 and complete payroll records showing the actual hours worked per day and the wages paid to
3 Plaintiff and others pursuant to California Labor Code sections 1174(d).

4 17. CALIFORNIA PARKING also violated Labor Code § 203 because it willfully failed to
5 pay Plaintiff and other similarly situated aggrieved employees earned and due wages upon
6 separation of employment, either immediately upon involuntary termination, or within 72 hours
7 of resignation. These earned but unpaid wages include payment for all hours worked (including
8 the minimum wage), overtime compensation, and premium pay for missed meal and rest breaks.

9 18. Also, during the relevant time period, Plaintiff and other aggrieved employees incurred
10 necessary, business-related expenses and costs that were not reimbursed by CALIFORNIA
11 PARKING. These costs include, but are not limited to, uniforms and use of personal cell phones
12 for work purposes. Accordingly, CALIFORNIA PARKING was in violation of California Labor
13 Code sections 2800 and 2802.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

16 **(California Industrial Welfare Commission Order 9-2001, California Code of
17 Regulations Title 8 Section 11090, and California Labor Code Section 1198)**

18 **(Plaintiff against all named defendants and all DOE defendants)**

19 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

21 20. At all times relevant herein, Defendants were required to compensate its employees for
22 all hours worked upon reporting for work at the appointed time stated by the employer
23 pursuant to Industrial Welfare Commission Order 9-2001, California Code of Regulations,
24 Title 8, Section 11090.

25 21. For the three (3) years preceding filing of this action, Defendants failed to compensate
26 Plaintiff for all hours worked as alleged above, including the “off the clock” work and “on
27 call” time.
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1 22. Under the aforementioned wage order and regulations, Plaintiff is to recover
2 compensation for all hours worked but not paid by Defendants for the three (3) years
3 preceding the filing of this Complaint.

4 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
5 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
6 this Court.

7 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
8 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
9 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
10 reasonable attorney's fees and costs of suit.

11 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
12 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
13 amount known to Plaintiff once he has obtained all of his payroll records from
14 Defendants.

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO PAY MINIMUM WAGES**

17 **(California Labor Code Sections 1194, 1194.2, 1197)**

18 **(Plaintiff against all named defendants and all DOE defendants)**

19 26. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

21 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
22 to suffer or permit a California employee to work without paying wages at the minimum wage
23 rate for all hours worked as required by the applicable Industrial Welfare Commission
24 (hereinafter "IWC") Wage Order 9-2001, codified at California Code of Regulations, Title 8,
25 Section 11090, subdivision 4.

26 28. Pursuant to IWC Wage Order no. 9-2001, subdivision 2(H), at all relevant
27 times, "hours worked" included "the time during which an employee is subject to the control of
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1 an employer, and includes all the time the employee is suffered or permitted to work, whether
2 or not required to do so..."

3 29. During his employment, Plaintiff was regularly required as a matter of uniform
4 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
5 was paid less than the minimum wage rate by Defendants for hours worked, including the "off
6 the clock" work, in violation of California Labor Code Section 1197 and the
7 applicable California Industrial Wage Commission wage order(s).

8 30. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
9 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
10 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
11 to believe that their acts or omissions were not contrary to California law.

12 31. For all hours worked by Plaintiff for which he was paid less than the minimum wage
13 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
14 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
15 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
16 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

17 32. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
18 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
19 trial.

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21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO PAY OVERTIME**

23 **(California Industrial Welfare Commission Order 9-2001, California Code of**
24 **Regulations Title 8 Section 11090; California Labor Code Section 510)**

25 **(Plaintiff against all named defendants and all DOE defendants)**

26 33. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.
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1 34. Pursuant to Industrial Welfare Commission Order No. 9-2001, Cal. Code of
2 Regs., Title 8, Section 11090, for the period of Plaintiff's employment, Defendants were
3 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
4 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
5 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
6 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
7 week.

8 35. Plaintiff was a non-exempt employee entitled to the protections of the California
9 Industrial Welfare Commission Order No. 9-2001, California Code of Regulations,
10 Title 8, Section 11090.

11 36. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
12 single workday or forty (40) hours in a single workweek on numerous occasions.

13 37. Plaintiff was entitled to the above overtime premiums.

14 38. Defendants did not pay Plaintiff premium wages of at least one and one-half times
15 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
16 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
17 twelve (12) in a day.

18 39. Defendants did not pay Plaintiff premium wages of at least one and one-half times
19 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

20 40. Plaintiff worked at least one pay period in which he was not properly paid overtime
21 within the three (3) years prior to the initiation of this lawsuit.

22 41. Defendants know or should know the actual dates of overtime worked, the amount of
23 overtime worked, and the amount of unpaid overtime due.

24 42. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
25 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
26 Court.

27 43. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
28 Regulations, Title 8, Sections 11090, Plaintiff is entitled to recover damages for the

1 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
2 reasonable attorney's fees and costs of suit.

3 44. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
4 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
5 trial.

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7 **FOURTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

9 **(California Labor Code Section 226)**

10 **(Plaintiff against all named defendants and all DOE defendants)**

11 45. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 44, inclusive, of this Complaint as though fully set forth herein.

13 46. Pursuant to California Labor Code Section 226, every employer must furnish each
14 employee an itemized statement of wages and deductions at the time of payment of wages.

15 47. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
16 accurately reflected all information required by Labor Code Section 226, including but not
17 limited to, gross wages earned, including overtime, minimum wages, and premium pay for
18 missed meal and rest breaks, net wages earned, total hours worked by the employee, the correct
19 name and address of the employing entity, and all deductions. Therefore, Defendants failed to
20 maintain and provide accurate itemized wage statements to Plaintiff in accordance with
21 California Labor Code Section 226(a).

22 48. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
23 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
24 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
25 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
26 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
27 the 1-year period immediately preceding the date this lawsuit was filed.
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1 49. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
2 sustained damages, including loss of earnings, in an amount to be established at trial. As a
3 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
4 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
5 and attorney's fees pursuant to statute.

6 50. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
7 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
8 trial.

9 **FIFTH CAUSE OF ACTION**

10 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

11 **(California Labor Code Sections 201, 203)**

12 **(Plaintiff against all named defendants and all DOE defendants)**

13 51. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

15 52. Pursuant to California Labor Code Section 201(a), an employer who discharges an
16 employee must immediately pay for all compensation due and owing.

17 53. Pursuant to California Labor Code Section 202, when an employee resigns, the
18 employer must pay all compensation due and owing within 72 hours of resignation, or on the
19 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

20 54. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
21 without abatement or reduction, any wages of an employee whose employment ends, the wages
22 of the employee shall continue as a penalty from the due date at the same rate until paid or until
23 an action is commenced; however, the wages shall not continue for more than 30 days for
24 failure to pay an employee owed wages.

25 55. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
26 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

27 56. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
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1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
2 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
3 preceding the filing of this lawsuit.

4 57. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
5 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
6 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

7 58. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
8 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
9 trial.

10 **SIXTH CAUSE OF ACTION**

11 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

12 **(California Labor Code Section 204)**

13 **(Plaintiff against all named defendants and all DOE defendants)**

14 59. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 58, inclusive, of this Complaint as though fully set forth herein.

16 60. California Labor Code Section 204 establishes the fundamental right of all employees
17 in the State of California to be paid wages in a timely fashion for their work.

18 61. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
19 full amount of all owed wages when due as required by California Labor Code Section 204.

20 62. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
21 informed, believes, and thereon alleges, that all times relevant during the liability period,
22 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
23 including overtime hours, the minimum wage, and premium pay for missed meal and rest
24 breaks.

25 63. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
26 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
27 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
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from Defendants' records or indirectly based on information from Defendants' records.

64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

SEVENTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against all named defendants and all DOE defendants)

65. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.

66. Plaintiff brings this cause of action under the following laws, for the following reasons:

- a. Title 8 of the California Code of Regulations Sections 11090(12)(A), which provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- b. Title 8 of the California Code of Regulations Sections 11090(12)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;
- c. Title 8 of the California Code of Regulations sections 11090(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- d. California Labor Code section 226.7, which states that (a) no employer shall require

1 any employee to work during any rest period mandated by an applicable order of
2 the Industrial Welfare Commission, and (b) if an employer fails to provide an
3 employee a rest period in accordance with an applicable order of the Industrial
4 Welfare Commission, the employer shall pay the employee one (1) additional hour
5 of pay at employee's regular rate of compensation for each work day that the rest
6 period is not provided.

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8 67. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
9 break after every four (4) hours of work or major fraction thereof, as required by California
10 law.

11 68. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
12 regulations, and wage orders alleged in this cause of action along with any allowable interest,
13 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
14 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

15 69. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
16 fees as well as interest under Labor Code section 218.6.

17
18 70. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
19 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
20 trial.

21 **EIGHTH CAUSE OF ACTION**

22 **FAILURE TO GIVE MEAL BREAKS**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 71. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 70, inclusive, of this Complaint as though fully set forth herein.

26 72. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 27 a. California Labor Code section 512(a), which requires that employees be given a 30-
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1 minute uninterrupted meal break after five (5) hours of work, and a second
2 uninterrupted meal break after ten (10) hours of work;

3 b. California Labor Code section 226.7, which states that (a) no employer shall require
4 any employee to work during any meal period mandated by an applicable order of
5 the Industrial Welfare Commission, and (b) if any employer fails to provide an
6 employee a meal period in accordance with an applicable order of the Industrial
7 Welfare Commission, the employer shall pay the employee one (1) additional hour
8 of pay at the employee's regular rate of compensation for each workday that the
9 meal period is not provided;

10
11 c. California Industrial Welfare Commission Order No. 9 section 11(B), as codified
12 under Title 8 of the California Code of Regulations Section 11090, which states that
13 if an employer fails to provide an employee a meal period in accordance with the
14 applicable provisions of the Wage Order, the employer shall pay the employee one
15 (1) hour of pay at the employee's regular rate of compensation for each workday
16 that the meal period is not provided;

17
18 d. California Industrial Welfare Commission Wage Order No. 9 Section 7(A)(3), as
19 codified under Title 8 of the California Code of Regulations Section 11090, which
20 requires an employer to maintain records documenting its employees' meal periods;

21 e. California Industrial Welfare Commission wage order No. 9 Section 20(A), as
22 codified under California Code of Regulations Section 11090, which penalizes the
23 employer \$50.00 for each initial violation, per employee, of any provision of the
24 Wage Order, and \$100.00 for each additional violation thereafter per employee; and

25
26 f. California Labor Code section 1171 and 1173, which have given the California
27 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 9)

as enforceable law.

73. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 9, as codified under California Code of Regulations Section 11090 et. seq. requires that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11090 requires that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each workday that the meal period is not given.

74. Under this cause of action, Plaintiff prays for wages due to him under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

75. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

76. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

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1 **NINTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **Individual and Representative Claim for PAGA penalties under California Labor Code**
4 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,**
5 **1194, 1197, 1198, 2802)**

6 **(Against All Named Defendants and all DOE Defendants)**

7 77. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 76, inclusive, of this Complaint as though fully set forth herein.

9 78. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
10 Defendants of the specific violations of the California Labor Code that Defendants
11 and DOE defendants have violated and continue to violate.

12 79. Pursuant to California Labor code section 2699.3, no response was received from the
13 LWDA within 65 days of the postmark date of the above-alleged letter.

14 80. Plaintiff therefore has exhausted all administrative remedies required of him under
15 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
16 cause of action and pursue penalties in a representative action for Defendants' violations of the
17 Labor Code.

18 81. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that
19 provides for a civil penalty to be assessed and collected by the LWDA or any of its
20 departments, divisions, commissions, boards, agencies, or employees for violation of the code
21 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
22 on behalf of himself or herself and other current or former employees pursuant to the
23 procedures specified in California Labor Code section 2699.3.

24 82. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
25 violator and had one or more of the alleged violations committed against him, and therefore is
26 properly suited to represent the interests of other hourly, non-exempt current and former
27 employees who worked for CALIFORNIA PARKING in the State of California during the
28

1 applicable PAGA Period.

2 83. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
3 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
4 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

5 84. Plaintiff therefore has exhausted all administrative remedies required of him under
6 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
7 cause of action and pursue penalties in a representative action for Defendants' violations of the
8 Labor Code.

9 85. California Labor Code section 2699 et seq. imposes penalties upon culpable
10 Defendants for violating the Labor Code.

11 86. California Labor Code section 558 establishes a civil penalty as follows: Any
12 employer or other person action on behalf of an employer who violates, or causes to be
13 violated, a section of this chapter or any provision regulating hours and days of work in any
14 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
15 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
16 dollars (\$50) for each underpaid employee for each pay period for which the employee was
17 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
18 employee for each pay period for which the employee was underpaid ...;

19 87. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
20 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
21 seeking individual/victim specific relief or underpaid wages under this particular cause of
22 action.

23 88. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
24 the following:

25 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
26 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, and 2802 via
27 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage
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1 Orders (Order no. 9 violated based on the facts alleged in this Complaint.

2 89. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
3 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
4 employees as alleged herein in an amount to be shown according to proof at trial and within the
5 jurisdictional limits of this Court.

6 **TENTH CAUSE OF ACTION**

7 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

8 **(Plaintiff against all Defendants and DOE Defendants, and each of them)**

9 90. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 89, inclusive, of this Complaint as thought fully set forth herein.

11 91. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
12 employee for all necessary expenditures or losses incurred by the employee in direct
13 consequence of the discharge of his or her duties."

14 92. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
15 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
16 of completing his job duties, which were not reimbursed by Defendant. These expenses
17 include, but are not limited to, uniforms and use of personal cell phones for work purposes.

18 93. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
19 and attorney's fees and costs, under Labor Code section 2802.

20 **ELEVENTH CAUSE OF ACTION**

21 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

22 **(California Business and Professions Code Section 17200)**

23 **(Plaintiff against CALIFORNIA PARKING SYSTEMS INC. and all DOE defendants)**

24 94. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 93, inclusive, of this Complaint as though fully set forth herein.

26 95. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
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1 constitutes unfair and unlawful business practices under California Business and Professions
2 Code Section 17200, et seq.

3 96. Defendant's violations of California labor laws and the Labor Code constitutes a
4 business practice because it was done repeatedly over a significant period of time in a
5 systematic manner that was detrimental to Plaintiff and other similarly situated aggrieved
6 employees.

7 97. For the four years preceding the filing of this action, Plaintiff has suffered damages
8 and request damages and/or restitution of all monies and profits to be disgorged from
9 Defendants in an amount according to proof at time of trial, but in excess of the
10 jurisdiction of this Court.

11 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
12 follows:

- 13 1. For compensatory damages;
- 14 2. For special and consequential damages to the extent allowed by law;
- 15 3. For damages for minimum wages and overtime not paid to Plaintiff in an amount
16 subject to proof at trial;
- 17 4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
18 subject to proof at trial;
- 19 5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
20 proof at trial;
- 21 6. For restitution and disgorgement for all unfair business practices by Defendant
22 California Parking Systems Inc. against Plaintiff in an amount subject to proof at trial;
- 23 7. For an order enjoining Defendant California Parking Systems Inc. from further unfair
24 and unlawful business practices in violation of Business and Professions Code Sections
25 17200, et seq.;
- 26 8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
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1 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;

2 9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
3 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;

4 10. For maximum civil penalties available under the Labor Code and applicable Wage
5 Order against Defendants as described more particularly in the Complaint and
6 representative PAGA claim;

7 11. For all remedies available to Plaintiff under the applicable Wage Order and the
8 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
9 liquidated damages, damages, penalties, and waiting time penalties according to proof
10 to the extent permitted by law;

11 12. For the imposition of civil penalties and/or statutory penalties;

12 13. For all interest as allowed by law;

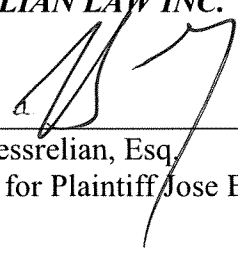
13 14. For all costs and disbursements incurred in this suit;

14 15. Reasonable attorney's fees where available by law, including but not limited to,
15 pursuant to Labor Code section 2698 et seq., the California Labor Code;
16 and/or other applicable laws; and
17

18 16. For such other and further relief as this Court may deem proper.

19 DATED: July 19, 2022

MESSRELIAN LAW INC.

20
21 By 
22 Harout Messrelian, Esq.
23 Attorneys for Plaintiff Jose Begia
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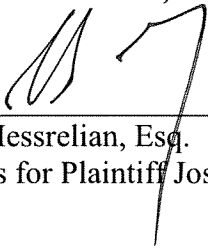
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

DATED: July 19, 2022

MESSRELIAN LAW, INC.

By 

Harout Messrelian, Esq.

Attorneys for Plaintiff Jose Begia