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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By G. Carini, Deputy Clerk

5 Attorneys for Plaintiff AUSTIN PANGRAZIO

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10 UNLIMITED JURISDICTION

11 AUSTIN PANGRAZIO, on behalf of himself
and all other aggrieved employees, and the
12 general public,

13 *Plaintiff,*

14 v.

15 LAZ PARKING CALIFORNIA, LLC, a
Connecticut Limited Liability Company; and
16 DOES 1 through 50, inclusive,

17 *Defendants.*
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Case No. **25STCV33640**

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff AUSTIN PANGRAZIO ("Plaintiff"), on behalf of himself and all other aggrieved
2 employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants LAZ PARKING
5 CALIFORNIA, LLC, a Connecticut Limited Liability Company; and DOES 1 through 50,
6 inclusive, (collectively referred to as "Defendants") for alleged violations of the Labor Code. As
7 set forth below, Plaintiff alleges that Defendants have

- 8 (1) failed to provide them with rest periods;
9 (2) failed to pay them premium wages for missed meal and/or rest periods;
10 (3) failed to pay them at least minimum wage for all hours worked;
11 (4) failed to reimburse them for all necessary business expenses;
12 (5) failed to provide them with accurate written wage statements; and

13 Based on these alleged violations, Plaintiff now brings this representative action to recover unpaid
14 wages, restitution, civil penalties, and related relief on behalf of himself and all others similarly
15 situated, all other aggrieved employees, and the State of California.

16 **JURISDICTION AND VENUE**

17 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
18 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
19 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

20 3. Venue is proper in COUNTY OF LOS ANGELES pursuant to Code of Civil
21 Procedure §§ 393(a), 395(a) and 395.5 in that liability arose there, because at least some of the
22 transactions that are the subject matter of this Complaint occurred therein and/or each defendant is
23 found, maintains offices, transacts business, and/or has an agent therein.

24 **PARTIES**

25 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
26 residing in the State of California.

27 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant LAZ
28 PARKING CALIFORNIA, LLC is, and at all relevant times mentioned herein, a Connecticut

1 Limited Liability Company doing business in the State of California.

2 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
3 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
4 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
5 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
6 fictitiously named defendants are responsible in some manner for the occurrences, acts and
7 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
8 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
9 capacities of the DOE defendants when ascertained.

10 7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
11 mentioned herein, some or all of the defendants were the representatives, agents, employees,
12 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
13 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
14 and scope of such relationship and with the full knowledge, consent, and ratification by such other
15 defendants.

16 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

17 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
18 approximately September 1, 2023, through September 30, 2024.

19 **Off-the-Clock Work**

20 9. Plaintiff and the aggrieved employees were not paid all wages earned as Defendants
21 directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-
22 the-clock work.

23 10. Plaintiff and the aggrieved employees regularly performed work after their scheduled
24 work hours and were not paid for this time. Plaintiff and the aggrieved employees performed duties
25 such as assisting their coworkers for approximately five to ten minutes, after they had already
26 clocked out and were not paid for the time spent performing these additional duties.

27 11. Plaintiff and the aggrieved employees completed required online training courses off-
28 the-clock and were not compensated for this time.

12. As a result of performing off-the-clock work that was directed, permitted, or otherwise encouraged by Defendants, Plaintiff and the aggrieved employees should have been paid for this time. Instead, Defendants only paid Plaintiff and the aggrieved employees based on the time they were clocked in for their shifts and did not pay Plaintiff and the aggrieved employees for any of the time spent working off-the-clock.

13. Defendants knew or should have known that Plaintiff and the aggrieved employees were performing work before and after their scheduled work shifts and failed to pay Plaintiff and the aggrieved employees for these hours.

14. Defendants were aware of this practice and directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

15. As a result of Defendants' policies and practices, Plaintiff and the aggrieved employees were not paid for all hours worked.

Missed Rest Periods

16. Plaintiff and the aggrieved employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing each work shift with not enough workers; (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (4) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods.

17. As a result of Defendants' policy, Plaintiff and the aggrieved employees were regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked due to complying with Defendants' productivity requirements that required Plaintiff and the aggrieved employees to work through their rest periods in order to complete their assignments on time.

Expense Reimbursement

18. Plaintiff and the aggrieved employees were required to utilize their own personal cell phones to perform their job duties.

1 19. Plaintiff and the aggrieved employees were not reimbursed for business expenses
2 incurred in using their personal cell phones to communicate with managers. Managers would
3 contact Plaintiff and the aggrieved employees via their personal cell phones to provide notifications
4 about new protocols and new trainings to be completed.

5 20. Defendants also failed to reimburse Plaintiff and aggrieved employees for regular
6 uniform maintenance and replacement.

7 21. In addition, Plaintiff and the aggrieved employees were not paid at least two times
8 the minimum wage for all hours worked.

9 22. Defendants failed to reimburse Plaintiff and the aggrieved employees for such
10 necessary business expenses incurred by them.

11 **Wage Statements**

12 23. Plaintiff and the aggrieved employees were not provided with accurate wage
13 statements as mandated by law pursuant to Labor Code § 226.

14 24. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages
15 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
16 clock” work were not included.

17 25. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
18 worked by the employee” were not accurately reflected in that all hours worked, including overtime
19 and “off-the-clock” work were not included.

20 26. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
21 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
22 clock” work were not included.

23 27. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
24 hourly rates in effect during the pay period and the corresponding number of hours worked at each
25 hourly rate by the employee” were not accurately reflected in that all hours worked, including
26 overtime and “off-the-clock” work were not included.

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1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698 *et seq.*)**

4 28. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

5 29. During the applicable limitations period, Defendants have violated Labor Code §§
6 204, 223, 226(a), 226.7, 227.3, 1194, 1197, 1198, and 2802.

7 30. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
8 himself and other current and former employees, to bring a representative civil action to recover
9 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
10 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

11 31. Plaintiff, a former employee against whom Defendants committed one or more of the
12 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
13 within the meaning of Labor Code § 2699(c).

14 32. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
15 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
16 ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
17 intent to investigate.

18 33. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
19 penalties for Defendants' violations of Labor Code §§ 204, 223, 226(a), 226.7, 227.3, 1194, 1197,
20 1198 and 2802:

- 21 i. For violations of Labor Code §§ 212, 226.7, 227.3, 1194, 1198 and 2802, one
22 hundred dollars (\$100) for each employee per pay period for each initial
23 violation and two hundred dollars (\$200) for each employee per pay period
24 for each subsequent violation (penalties set by Labor Code § 2699(f)(2));
- 25 ii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
26 employee for each initial violation that was neither willful nor intentional,
27 two hundred dollars (\$200) for each employee, plus 25% of the amount
28 unlawfully withheld from each employee, for each initial violation that was

1 either willful or intentional, and two hundred dollars (\$200) for each
2 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
3 from each employee, for each subsequent violation, regardless of whether the
4 subsequent violation was either willful or intentional (penalties set by Labor
5 Code § 210);

6 iii. For violations of Labor Code § 223, one hundred dollars (\$100) for each
7 employee for each initial violation that was neither willful nor intentional,
8 two hundred dollars (\$200) for each employee, plus twenty-five percent
9 (25%) of the amount unlawfully withheld from each employee, for each
10 initial violation that was either willful or intentional, and two hundred dollars
11 (\$200) for each employee, plus twenty-five percent (25%) of the amount
12 unlawfully withheld from each employee, for each subsequent violation,
13 regardless of whether the subsequent violation was either willful or
14 intentional (penalties set by Labor Code § 225.5);

15 iv. For violations of Labor Code § 226(a), if this action is deemed to be an initial
16 citation, two hundred and fifty dollars (\$250) for each employee for each
17 violation. Alternatively, if an initial citation or its equivalent occurred before
18 the filing of this action, one thousand dollars (\$1,000) for each employee for
19 each violation (penalties set by Labor Code § 226.3);

20 v. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
21 aggrieved employee for each initial violation of Labor Code § 1197 that was
22 intentional and two hundred and fifty dollars (\$250) for each aggrieved
23 employee per pay period for each subsequent violation of Labor Code §
24 1197, regardless of whether the initial violation was intentional (penalties set
25 by Labor Code § 1197.1);

26 vi. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
27 attorneys' fees and costs in connection with Plaintiff's claims for civil
28 penalties.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of himself, all other current and former non-exempt
3 employees, and the general public, prays for relief and judgment against Defendants as follows:

- 4 (1) Declaratory relief;
5 (2) Pre-judgment interest;
6 (3) Civil penalties;
7 (4) Costs of suit;
8 (5) Reasonable attorneys' fees; and
9 (6) Such other relief as the Court deems just and proper.

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11 Dated: October 30, 2025

SETAREH LAW GROUP

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SHAUN SETAREH
Attorney for Plaintiff
AUSTIN PANGRAZIO