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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN DIEGO**
9

10 NICK HATCH and ARYHK KOLIDAKIS, as
11 individuals, on behalf of themselves, and all
persons similarly situated,

12 Plaintiffs,

13 v.

14 ACE PARKING MANAGEMENT, INC., a
15 California Corporation; ACE PARKING
FACILITIES, INC., a California Corporation;
16 ACE PARKING, INC., a California
Corporation; ACE PARKING III, LLC., a
17 California Limited Liability Company; KEITH
JONES, an Individual; JOHN
18 BAUMGARDNER, an Individual; and DOES
1 to 10 inclusive,

19 Defendants.
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CASE NO.: 24CU024764C

CLASS & REPRESENTATIVE ACTION

**COMPLAINT FOR DAMAGES, CIVIL
PENALTIES, RESTITUTION AND
INJUNCTIVE RELIEF:**

- (1) **FAILURE TO TIMELY PAY MINIMUM
WAGES AND OVERTIME/ DOUBLE
TIME COMPENSATION (Labor Code
§§ 204, 206 210, 212, 216, 221, 225.5, 510,
558, 1182.12, 1194, 1194.2, 1197, 1197.1,
1198, and 1199);**
- (2) **FAILURE TO PROVIDE LEGALLY
COMPLIANT MEAL PERIODS OR
COMPENSATION IN LIEU THEREOF
(Labor Code §§ 204, 226.7 and 512);**
- (3) **FAILURE TO PROVIDE LEGALLY
COMPLIANT REST PERIODS OR
COMPENSATION IN LIEU THEREOF
(Labor Code §§ 204 and 226.7);**
- (4) **FAILURE TO PAY ALL WAGES
OWED UPON SEPARATION
(Labor Code §§ 201, 202, 203, 210, 213,
227.3, 256);**
- (5) **FAILURE TO PROVIDE PAID SICK
LEAVE AND WRITTEN NOTICE OF
THE AMOUNT OF SICK LEAVE
AVAILABLE (Labor Code § 246);**

- 1 (6) FAILURE TO FURNISH ACCURATE
2 ITEMIZED WAGE STATEMENTS
(Labor Code §§ 226 and 226.3);
- 3 (7) FAILURE TO MAINTAIN ACCURATE
4 RECORDS (Labor Code §§ 226(a) and
5 1174);
- 6 (8) FAILURE TO PROVIDE COPIES OF
7 SIGNED DOCUMENTS (Labor Code
8 §432);
- 9 (9) FAILURE TO REIMBURSE FOR
10 NECESSARY WORK EXPENSES
(Labor Code §§ 2800, 2802 and 2804);
- 11 (10) VIOLATION OF THE UNFAIR
12 COMPETITION LAW
(Bus. & Prof. Code §§ 17200 *et seq.*);
- 13 (11) PRIVATE ATTORNEYS GENERAL
14 ACT OF 2004
(Labor Code §§ 2698 *et seq.*);

15 **DEMAND FOR JURY TRIAL**

16
17 Plaintiffs Nick Hatch and Aryhk Kolidakis (“Plaintiffs”) bring this civil action on behalf of
18 themselves and all persons similarly situated, against ACE PARKING MANAGEMENT, INC., ACE
19 PARKING FACILITIES, INC., ACE PARKING, INC., ACE PARKING III, LLC, Keith Jones, John
20 Baumgardner, and Does 1 through 10 (collectively “Defendants” or “ACE Parking”), on the following
21 grounds:
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23 **INTRODUCTION**

24 Plaintiffs bring this civil action on behalf of themselves and all other current or former non-
25 exempt employees who were employed by Defendants in the state of California during the relevant
26 time period (collectively referred to herein as “ACE employees” or “Employees”).
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1. Plaintiffs, on behalf of themselves and other ACE employees, seek damages, civil penalties, injunctive relief and restitution, as well as reasonable attorneys' fees and litigation costs, as provided under California law.

2. All allegations in this Complaint are based upon information and belief, except those allegations specifically pertaining to Plaintiffs and their counsel, which are based on personal knowledge. Each allegation in this Complaint has either evidentiary support or is likely to have evidentiary support after a reasonable opportunity to conduct further investigation and discovery.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure § 410.10. Pursuant to Code of Civil Procedure § 382 and California Business and Professions Code § 17203, Plaintiffs brings this action on behalf of themselves, and on behalf of all persons similarly situated, as defined herein.

4. This Court has personal jurisdiction over Defendants because each defendant conducts business in the state of California and has caused injuries in and around San Diego County, as well as throughout the state of California, by and through their acts, omissions and violations of the California Labor Code and Business and Professions Code, as alleged herein.

5. Venue as to Defendants is proper in this judicial district pursuant to Code of Civil Procedure § 395(a). Each individual defendant transacts business in San Diego County and is otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Plaintiffs and those similarly situated within San Diego County and throughout the state of California.

6. Pursuant to Rule 3.400 of the California Rules of Court, this case shall be deemed a complex action because it is filed as a class action and involves specialized case management, extensive discovery and evidence, difficult or novel issues of law and fact and is likely to require extensive post judgment supervision.

THE PARTIES

I. PLAINTIFFS

7. Plaintiff Nick Hatch at all material times mentioned herein:

- a. Was and is a resident of the County of San Diego;
- b. Was employed by Defendants as a non-exempt hourly employee and assigned to work at multiple worksites in California from approximately January 2019 to November 2019, and from approximately October 2023 to September 2024;
- c. Was assigned to work at various locations including San Diego US Grant, Hilton Bayfront, and Grand Hyatt, among other locations.
- d. Was compensated on an hourly basis;
- e. Was not compensated for all hours worked;
- f. Regularly worked more than eight hours per day;
- g. Was subject to Defendants' policy and practice of editing and rounding his timekeeping records so that he did not receive compensation he was entitled to;
- h. Was not compensated the appropriate overtime and/or double time rate for hours worked beyond eight hours per day and 40 hours per week;
- i. Was not timely paid minimum wage and overtime compensation;
- j. Was not provided with legally compliant meal periods or compensation in lieu thereof;
- k. Was not provided with legally compliant rest periods or compensation in lieu thereof;
- l. Was not provided an opportunity to document or report non-compliant meal and rest periods;
- m. Was required to remain readily available to perform work for Defendants during meal and rest periods;
- n. Was not provided with adequate paid sick leave or written notice of the amount of paid sick leave available, as required by California law;

- o. Was not provided with accurate and itemized wage statements;
 - p. Believes his employee records were not accurately maintained by Defendants;
 - q. Was not reimbursed for necessary work expenses;
 - r. Was subject to Defendants' unlawful, unfair and fraudulent business practices;
 - s. Is a member of the Class and Subclasses described below;
 - t. Is an "aggrieved employee" as defined by Labor Code § 2699(c); and
 - u. Complied with the requirements outlined in Labor Code §§ 2698 *et seq.*
8. Plaintiff Aryhk Kolidakis at all material times mentioned herein:
- a. Was and is a resident of the County of San Diego;
 - b. Was employed by Defendants as a non-exempt hourly employee and assigned to work at multiple worksites in California from approximately August 2023 to August 2024;
 - c. Was assigned to work at various locations, including Four Point Sheraton San Diego, San Diego ANDAZ, MOXY, Pali, Hilton Bayfront, Grand Hyatt, Hotel Republic, and Westin Hotel, among other locations;
 - d. Was compensated on an hourly basis;
 - e. Was not compensated for all hours worked;
 - f. Regularly worked more than eight hours per day;
 - g. Was subject to Defendants' policy and practice of editing and rounding his timekeeping records so that he did not receive compensation he was entitled to;
 - h. Was not compensated the appropriate overtime and/or double time rate for hours worked beyond eight hours per day and 40 hours per week;
 - i. Was not timely paid minimum wage and overtime compensation;
 - j. Was not provided with legally compliant meal periods or compensation in lieu thereof;
 - k. Was not provided with legally compliant rest periods or compensation in lieu thereof;

- 1 l. Was not provided an opportunity to document or report non-compliant meal and
- 2 rest periods;
- 3 m. Was required to remain readily available to perform work for Defendants during
- 4 meal and rest periods;
- 5 n. Was not provided with adequate paid sick leave or written notice of the amount
- 6 of paid sick leave available, as required by California law;
- 7 o. Was not provided with accurate and itemized wage statements;
- 8 p. Believes his employee records were not accurately maintained by Defendants;
- 9 q. Was not reimbursed for necessary work expenses;
- 10 r. Was subject to Defendants' unlawful, unfair and fraudulent business practices;
- 11 s. Is a member of the Class and Subclasses described below;
- 12 t. Is an "aggrieved employee" as defined by Labor Code § 2699(c); and
- 13 u. Complied with the requirements outlined in Labor Code §§ 2698 *et seq.*

14 II. DEFENDANTS

15 9. Defendant ACE PARKING MANAGEMENT, INC. is California Corporation that does
16 business in California. Specifically, it is in the business of providing services in hospitality, parking,
17 mobility, transportation and/or valet industries. See <https://aceparking.com>. ACE Parking Management,
18 Inc.'s headquarters are located in San Diego, California. ACE Parking Management, Inc. is believed to
19 be owned, operated, and/or managed by ACE Parking, Inc.

20 10. Defendant ACE PARKING FACILITIES, INC. is a California corporation that does
21 business in California. It is in the business of providing services in hospitality, parking, mobility,
22 transportation and/or valet industries. See <https://aceparking.com>. ACE Parking Facilities, Inc.'s
23 headquarters are located in San Diego, California. ACE Parking Facilities Inc. is believed to be owned,
24 operated, and/or managed by ACE Parking, Inc.

25 11. Defendant ACE PARKING, INC. is a California corporation that does business in
26 California. It is in the business of providing services in hospitality, parking, mobility, transportation
27 and/or valet industries. See <https://aceparking.com>. ACE Parking, Inc. is headquartered in San Diego,
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1 California. ACE Parking, Inc. is believed to own, operate, and/or manage ACE Parking Management,
2 Inc., Ace Parking III, LLC and ACE Parking Facilities, Inc.

3 12. Defendant ACE PARKING III, LLC is a California limited liability company that does
4 business in California. It is in the business of providing services in hospitality, parking, mobility,
5 transportation and/or valet industries. See <https://aceparking.com>. ACE Parking III, LLC's headquarters
6 are located in San Diego, California. ACE Parking III, LLC is believed to be owned, operated, and/or
7 managed by ACE Parking, Inc.

8 13. Defendant Keith Jones is believed to have incorporated the ACE Parking entities named
9 herein, and is also believed to have been the Owner and/or Secretary of ACE Parking entities during
10 Plaintiffs' employment. Mr. Jones is alleged to have acted on behalf of ACE Parking and/or to have
11 acted individually or as an officer, agent, or employee of ACE Parking, and is therefore personally
12 liable for many of the Labor Code violations described herein. *See Atempa v. Pedrazzani* (2018) 27
13 Cal.App.5th 809, 811-13; Labor Code §1197.1(a).

14 14. Defendant John Baumgardner is believed to have incorporated the ACE Parking entities
15 named herein. Mr. Baumgardner is believed to have been the Chief Executive Officer of ACE Parking
16 entities during Plaintiffs' employment. Mr. Baumgardner is alleged to have acted on behalf of ACE
17 Parking and/or to have acted individually or as an officer, agent, or employee of ACE Parking, and is
18 therefore personally liable for many of the Labor Code violations described herein. *See Atempa v.*
19 *Pedrazzani* (2018) 27 Cal.App.5th 809, 811-13; Labor Code §1197.1(a).

20 15. Moreover, Labor Code Section 558.1 states:

21 "Any employer or other person acting on behalf of an employer, who
22 violates, or causes to be violated, any provision regulating minimum wages
23 or hours and days of work in any order of the Industrial Welfare
24 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
1193.6, 1194, or 2802, may be held liable as the employer for such
violation."

25 Labor Code Section 558.1. The term "other person acting on behalf of an employer" includes a person
26 who is "an owner, director, officer, or managing agent of the employer." *Id.* The Courts have held that
27 this statute creates individual liability on a "person acting on behalf of an employer", and allows for a

1 private right of action, for many of the wage and hour Labor Code violations asserted in this case.
2 *Seviour-Iloff v. LaPaille* (2022) 80 Cal.App.5th 427, 440-443. In *Seviour-Iloff* the Court held the
3 statutory language “achieves the Legislature’s goals by allowing employees to hold certain individuals
4 liable for wage violations” and “allowing for a private right of action.” *Id.* The Court subsequently
5 found an individual liable for the Labor Code violations. *Id.* Similarly, in *Espinoza*, the Court held an
6 employee can recover damages for wage and hour violations from an individual owner or officer of the
7 employer. The Court noted Section 558.1 “was intended by the Legislature to expand liability for wage
8 and hour violations and discourage business owners from rolling up their operations and walking away
9 from their debts to workers and starting a new company.” *Espinoza v. Hepta Run, Inc.* (2022) 74
10 Cal.App.5th 44, 58.) “An owner's or officer's approval of a corporate policy that violates the Labor
11 Code is sufficient to find that individual caused the Labor Code violation.” *Ibid.* The court
12 subsequently found the individual owner of the corporation personally liable for the wage and hour
13 violations at issue. *Id.* at 58-60.

14 16. In addition, Plaintiffs allege Defendants Keith Jones and John Baumgardner can be
15 personally liable under the alter ego theory. Under the common law, an application of the alter ego
16 doctrine allows a court to disregard the corporate entity and treat the corporation's acts as if they were
17 done by the persons actually controlling the corporation.

18 ““Ordinarily, a corporation is regarded as a legal entity separate and distinct
19 from its stockholders, officers and directors. Under the alter ego doctrine,
20 however, where a corporation is used by an individual or individuals, or by
21 another corporation, to perpetrate fraud, circumvent a statute, or accomplish
22 some other wrongful or inequitable purpose, a court may disregard the
23 corporate entity and treat the corporation's acts as if they were done by the
24 persons actually controlling the corporation.””

25 *Capon v. Monopoly Game LLC* (2011) 193 Cal.App.4th 344, 357; *Sonora Diamond Corp. v. Superior*
26 *Court* (2000) 83 Cal.App.4th 523, 538 [emphasis added].) Thus, a corporate identity may be
27 disregarded--the "corporate veil" pierced--where an abuse of the corporate privilege justifies holding
28 the equitable ownership of a corporation liable for the actions of the corporation. *Sonora, supra*, 83
Cal.App.4th at 538; *see also Roman Catholic Archbishop v. Superior Court* (1971) 15 Cal. App. 3d
405, 411).

17. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise of Does 1 through 10, are unknown to Plaintiffs, who therefore sue these defendants by such fictitious names pursuant to Code of Civil Procedure § 474. Plaintiffs will amend their complaint to allege the true names and capacities of Does 1 through 10 when they are ascertained.

18. At all times relevant to this complaint, acts alleged to have been done by Defendants are also alleged to have been done by the unascertained defendants mentioned above, and by each of their agents and employees who acted within the scope of their agency and/or employment.

19. At all times mentioned herein, each defendant acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of the other defendants, and in doing the things alleged herein acted within the course and scope of such agency, employment, alter-ego and/or in furtherance of the joint venture.

20. At all times mentioned herein, the acts and omissions of each of the defendants concurrently contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the wrongful conduct, harm, and damages alleged herein. Each of the Defendants approved of, condoned, or otherwise ratified each and every one of the acts or omissions complained of herein. Each defendant and Doe defendant were and are acting with the authority of each and every other defendant and are acting as agents of each and every other defendant or Doe defendant.

FACTUAL ALLEGATIONS

21. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all paragraphs of this Complaint.

22. Plaintiffs allege, based on information and belief, that all ACE Parking employees employed by Defendants in California are subject to the same and/or similar policies, practices, procedures, guidelines, and/or culture set forth herein.

23. Plaintiffs also allege that they and other current or former ACE Parking employees in California have suffered, and will continue to suffer, the same and/or similar violations of law described herein.

1 24. Plaintiffs were employed by ACE Parking in an hourly, non-exempt capacity.
2 Throughout their employment Plaintiffs were assigned to work at multiple locations in the State of
3 California.

4 25. Plaintiffs are informed and believe, and allege thereon, that Defendants employ a
5 number of individuals in an hourly, non-exempt capacity who work at various worksites in the state of
6 California.

7 26. During the relevant time period, Defendants routinely required ACE Parking employees
8 to work more than eight (8) hours per day and/or forty (40) hours per week.

9 27. Plaintiffs allege that as a matter of policy and practice, Defendants do not properly
10 compensate ACE Parking employees for all hours worked. Plaintiffs contend that ACE Parking
11 required them to perform work on behalf of ACE parking without compensation.

12 28. As a policy, practice, guideline, procedure and/or culture, ACE Parking often required
13 its Employees to work off the clock. For example, Plaintiffs and other Employees were often required
14 to clock in and out on a time sheet that had to be approved by the supervisor. Recording any overtime is
15 disfavored and unauthorized. Employees are instructed to not record overtime without prior
16 authorization from the supervisor. The company policy is that overtime has to be “pre-approved,” and
17 Employees often risk discipline when recording any overtime. However, because ACE Parking
18 Employees are required to engage in their job duties at all times, including assisting customers,
19 organizing and/or cleaning, they are often required to work more than the scheduled shift length to
20 complete the assigned tasks and duties. Plaintiffs allege that the supervisors often edit their and other
21 Employees’ time sheets to shave hours worked, and/or engage in time rounding, so that they do not
22 receive the proper minimum and/or overtime wages. Employees are often instructed by ACE Parking to
23 punch out, and keep working in order to finish the assigned jobs. For example, Plaintiffs and other
24 Employees were often instructed to clock out at the end of the scheduled shift time, and stay longer to
25 continue working, including to help with rushes when it is busy and/or to assist customers. Employees
26 are also required to report to work earlier than the scheduled start of the shift, in order to change into
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1 the required uniform, without compensation for that time. Plaintiffs and other Employees thus often
2 work off the clock, before clocking in and after clocking out, without compensation for that time.

3 29. In addition, Plaintiffs and other Employees regularly work off the clock during the time
4 ACE Parking deducts from their time records as “meal breaks,” even though the Employees are not
5 provided with a legally compliant meal break. ACE Parking regularly required its Employees to record
6 a meal break despite being unable to take a break, and instead instructed Employees to work through
7 breaks. Plaintiffs and other Employees were often instructed and required to clock out for a meal break,
8 and continue working, including assisting customers.

9 30. ACE Parking also regularly modified its Employees’ time sheets, and inserted a meal
10 break, when in fact Employees had no opportunity to take a legally compliant break. As such, ACE
11 Parking often adjusts its Employees’ time records to reflect meal breaks of 30 min in length, regardless
12 of whether Employees are provided with meal breaks.

13 31. As such, Plaintiffs assert that ACE Parking has a policy, practice, guideline, procedure,
14 and/or culture of automatically deducting a thirty-minute meal period from the hours worked by its
15 Employees regardless of whether they were actually provided with an opportunity to take a thirty-
16 minute meal period free from all work activities. Employees thus regularly engage in work-related
17 activities during the time that ACE Parking automatically deducts from their time worked.

18 32. In addition, Employees are required to complete various mandatory trainings and/or
19 attend safety meetings while off the clock, without compensation.

20 33. Plaintiffs thus assert they and other Employees were often required to perform work on
21 behalf of ACE Parking outside of the work hours recorded by ACE Parking, without proper
22 compensation for minimum and overtime/double time wages.

23 34. In addition, Employees, including Plaintiffs, were regularly required to respond to calls
24 and messages from their supervisors and/or managers outside of work hours without compensation for
25 the time spent responding to calls and/or messages.

26 35. As such, Plaintiffs and other Employees did not receive the minimum, overtime and/or
27 double time compensation they are entitled to. Thus, Plaintiffs allege ACE Parking regularly shaves

1 and/or shortens Employees' hours worked and does not compensate its non-exempt employees for all
2 time worked as required by California law.

3 36. Plaintiffs further allege that ACE Parking has a policy, practice, guideline, procedure
4 and/or culture of editing its employees' clock-in and clock-out records so that they do not receive the
5 minimum, overtime and double-time compensation they are entitled to.

6 37. Plaintiffs contend that as a policy, practice, guideline, procedure and/or culture, ACE
7 Parking regularly requires Employees to work more than 8 hours per day and/or 40 hours per week,
8 without being paid the appropriate overtime and/or double time compensation. Because ACE Parking
9 failed to appropriately pay overtime and/or double time compensation to Employees who worked more
10 than 8 hours per day and/or 40 hours per week, ACE Parking did not pay its non-exempt employees in
11 accordance with California law.

12 38. Additionally, Plaintiffs allege that ACE Parking fails to timely pay all earned wages. For
13 instance, the paychecks Plaintiffs and other Employees receive from ACE Parking do not include
14 compensation for all hours worked as described herein. Therefore, it was difficult to track what hours
15 Employees were being paid for and at what rate. Plaintiffs assert that despite notifying ACE Parking of
16 the error, ACE Parking did not promptly remedy the issues by paying all wages earned and due.

17 39. Plaintiffs assert that Defendants do not provide ACE Parking employees with an
18 opportunity to take a 30-minute off-duty meal period when they work five or more hours in a workday
19 because Defendants require their employees to be readily available to perform work during meal
20 periods. As a matter of policy and practice, Defendants do not schedule any meal periods for its
21 employees. Plaintiffs contend that, even when employees are not given the opportunity to take a meal
22 break, ACE parking required them to clock out for a meal break and continue working.

23 40. Plaintiffs contend that Defendants often required them to work more than 10 hours in a
24 workday. However, employees, such as Plaintiffs, were regularly denied the opportunity to take a
25 second thirty-minute meal period in compliance with the California Labor Code.

26 41. Plaintiffs assert that the demanding work schedule assigned to ACE Parking Employees
27 did not allow time for legally compliant meal periods. Moreover, Plaintiffs allege that as a policy,
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1 practice, guideline, procedure and/or culture ACE Parking does not schedule any meal periods for its
2 non-exempt employees.

3 42. As discussed herein, Plaintiffs contend that ACE Parking has a policy, practice,
4 guideline, procedure, and/or culture of automatically deducting 30 minutes for a meal period regardless
5 of whether Employees were provided with the opportunity to take a legally compliant meal period. As
6 such, ACE Parking often adjusted its' Employees timesheets to reflect meal breaks, even though a
7 compliant meal break was not taken.

8 43. Plaintiffs therefore contend that ACE Parking has a policy, practice, guideline,
9 procedure and/or culture that requires ACE Parking Employees to engage in their job duties for the
10 entire duration of their work shift. As a result, ACE Parking Employees are not provided with legally
11 compliant meal periods.

12 44. Plaintiffs assert that ACE Parking instructed them and other Employees to work through
13 meal breaks, and engage in work related activities at all times. As discussed above, while "clocked out"
14 for a meal break, Employees were regularly required to clean or assist customers, among other duties.
15 As such, Employees were not able to take legally compliant meal breaks.

16 45. Plaintiffs also contend that ACE Parking requires Employees to carry a personal cell
17 phone for the entire duration of their work shift, including during meal periods. ACE Parking
18 Employees were also expected to be readily available to perform work on behalf of ACE Parking
19 during meal periods, such as by responding to calls and/or messages, among other things. As a result,
20 ACE Parking Employees were not provided with meal periods that were free from work or interruption.

21 46. Plaintiffs contend that on the rare occasions when they and other ACE Parking
22 employees are provided with a meal period, the meal periods are often late, short or interrupted due to
23 Defendants' requirement that ACE Parking employees engage in their job duties throughout the
24 duration of their shift.

25 47. Plaintiffs allege that Defendants' policies and practices do not authorize and permit ACE
26 Parking employees to take off-duty rest periods for every four hours worked or a major fraction thereof.
27 In order to complete their assigned duties, Plaintiffs and other ACE Parking employees were often
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1 compelled and/or encouraged to take short or interrupted rest periods, or to forgo their rest periods
2 altogether. Further, Plaintiffs allege that they were often denied rest periods altogether. Plaintiffs
3 contend they and other Employees were denied legal rest periods largely due to ACE Parking's
4 requirement that Employees are to be readily available to perform their work duties at all times, such as
5 respond to calls and messages, assist customers, and clean, among other duties, as discussed herein.

6 48. In addition, Plaintiffs allege that ACE Parking fails to schedule enough Employees so
7 that Plaintiffs and other Employees could be relieved from their duties to take their meal and rest
8 periods.

9 49. Plaintiffs allege that although Defendants were aware that ACE Parking employees were
10 not receiving meal and rest periods that comport with California law, they do not pay the premium
11 required under Labor Code § 226.7, nor do they have a procedure or mechanism for ACE Parking
12 employees to report or document non-compliant meal and rest breaks.

13 50. In addition, Plaintiffs allege that ACE Parking failed to provide Plaintiffs and other
14 Employees with suitable seating. Labor Code Section 1198, Wage Order No. 4 and/or 9-2001, Section
15 14. Plaintiffs allege ACE Parking regularly did not provide Employees with any break rooms, nor a
16 place to sit throughout the entire duration of their shifts. ACE Parking further did not allow Employees
17 to sit when it did not interfere with the performance of their duties, including during breaks.

18 51. Based on the foregoing, Plaintiffs contend ACE Parking has failed to comply with its
19 meal and rest period obligations under California law by not providing Employees with legally
20 compliant meal and rest periods or compensation in lieu thereof.

21 52. Plaintiffs contend that as a result of Defendants' failure to account for all hours worked,
22 they and other ACE Parking employees did not accrue paid sick leave at the rate of one hour of paid
23 sick leave for every 30 hours worked, as required under California law. In addition, Plaintiffs and other
24 ACE Parking employees were unable to determine how much paid sick leave they had available to
25 them because Defendants failed to provide written notice of such, as required under Labor Code §
26 246(i).

1 53. Plaintiffs allege that ACE Parking has a policy, practice, guideline, procedure and/or
2 culture of failing to provide Employees with one hour of paid sick leave for every 30 hours worked in
3 accordance with California law. Plaintiffs further allege that ACE Parking also failed to provide
4 Employees with paid sick days since they were unable to accrue any such paid sick days at the rate
5 provided by law as a result of ACE Parking's failure to account for all time worked.

6 54. Plaintiffs contend that over the course of the relevant time period, Defendants have
7 consistently provided them and other nonexempt employees with wage statements that do not comply
8 with California law. Specifically, by rounding and editing employees' timekeeping records, Defendants
9 violate Labor Code § 226(a) because the gross and net wages earned, total hours worked, and the
10 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
11 at each hourly rate do not accurately reflect all of the hours employees actually work, including
12 overtime hours.

13 55. On information and belief, Plaintiffs allege that as a result of Defendants' failure to pay
14 premium wages for missed or non-compliant meal and rest periods, as well as overtime and minimum
15 wages for all work performed, Defendants also willfully failed to pay nonexempt employees all wages
16 owed upon termination as required under Labor Code §§ 201 and 202. As such, ACE Parking
17 employees who were terminated or resigned during the relevant time period are entitled to waiting time
18 penalties under Labor Code § 203.

19 56. Plaintiffs allege that ACE parking failed to pay out accrued vacation time upon
20 termination in violation of Labor Code §227.3.

21 57. As a result of the policies and practices described herein, including but not limited to
22 Defendants' failure to accurately record and compensate ACE Parking employees for all hours worked,
23 Plaintiffs allege that Defendants knowingly and intentionally failed to maintain accurate employment
24 records, as required under California law.

25 58. Plaintiffs assert ACE Parking failed to comply with Labor Code § 226 because they
26 failed to provide Plaintiffs and other current or former Employees with legally compliant wage
27 statements. Plaintiffs contend that ACE Parking failed to provide wage statements that accurately
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1 reflect the gross wages and/or net wages earned due to ACE Parking’s failure to compensate
2 Employees for all time worked, failure to pay the appropriate overtime compensation to Employees for
3 hours worked beyond eight hours per day and/or forty hours per week, and failure to pay premium
4 wages Employees for non-compliant meal and/or rest periods, as discussed herein.

5 59. Plaintiffs assert, based on information and belief, that ACE Parking failed to maintain a
6 copy of all documents signed by Employees that relate to their hiring by and/or employment with ACE
7 Parking, and/or failed to provide a copy of such documents to Employees who requested a copy thereof
8 in violation of Labor Code § 432. Therefore, Plaintiffs allege that ACE Parking has failed to comply
9 with California law.

10 60. Plaintiffs also assert that Defendants failed to reimburse ACE Parking employees for
11 necessary work expenses in violation of Labor Code §§ 2800 and 2802.

12 61. Plaintiffs assert that as a policy, practice, guideline and/or procedure, ACE Parking
13 requires its Employees to wear a distinctive uniform as a condition of their employment. In addition,
14 ACE Parking requires its Employees to wear specific apparel while working on behalf of ACE Parking,
15 including black shoes, black pants, and black belt. As a practice or procedure, ACE Parking neither
16 provides Employees with black shoes, black pants, and black belt, nor reimburses its Employees for the
17 cost of purchasing and/or maintaining the required uniform in violation of California law.

18 62. Plaintiffs and other Employees are required to use their personal cell phones for work-
19 related issues, including responding to calls and/or messages from supervisors and co- workers, among
20 other things. However, ACE Parking fails to reimburse Employees for a percentage of the cell phone
21 bill.

22 63. On September 18, 2024, Plaintiffs submitted notice to the California Labor and
23 Workforce Development Agency (“LWDA”) and Defendants informing them of Defendants’ alleged
24 Labor Code violations pursuant to the Private Attorneys General Act of 2004 (“PAGA”). A true and
25 correct copy of the notice is attached hereto as **Exhibit 1** and is incorporated herein by this reference.

64. To date the LWDA has not provided notice of whether it intends to investigate the alleged violations. Therefore, Plaintiffs have the right to pursue their claims under PAGA in a representative capacity pursuant to Labor Code §§ 2698 *et seq.*

65. Plaintiffs believe that additional violations may be discovered, and therefore reserve their right to allege any additional violations of the law as investigation and discovery warrants. In the event Plaintiffs discover additional violations throughout the discovery process, Plaintiffs will seek to amend this Complaint.

CLASS DEFINITIONS

66. Plaintiffs bring this action on behalf of themselves and on behalf of all others similarly situated, and therefore seek class certification under Code of Civil Procedure § 382.

67. Plaintiffs' proposed Class is defined as all current or former non-exempt employees who were employed by Defendants in the state of California at any time during the period commencing on the date that is within four years prior to the filing of this Complaint through the present date (hereinafter the "Class Period") who suffered one or more of the violations alleged herein. To the extent that equitable tolling operates to toll the claims by the classes against Defendants, the Class Period should be adjusted accordingly.

68. Plaintiffs will also seek to certify the following Subclasses:

a. Meal Period Subclass: All current or former non-exempt ACE Parking employees employed by Defendants in the state of California who were not provided with the opportunity to take legally compliant meal periods or compensation in lieu thereof in violation of California law during the Class Period.

b. Rest Period Subclass: All current or former non-exempt ACE Parking employees employed by Defendants in the state of California who were not authorized and permitted to take legally compliant rest periods or compensation in lieu thereof in violation of California law during the Class Period.

c. Unpaid Wages Subclass: All current or former non-exempt ACE Parking

employees employed by Defendants in the state of California who were not properly paid for all hours worked in violation of California law during the Class Period.

- d. Waiting Time Penalties Subclass: All former non-exempt ACE Parking employees employed by Defendants in the state of California who were not paid all wages due upon separation or termination of the employment relationship in violation of California law during the Class Period.
- e. Paid Sick Leave Subclass: All current or former non-exempt ACE Parking employees employed by Defendants in the state of California who were not provided with paid sick leave in violation of California law during the Class Period.
- f. Wage Statement Subclass: All current or former non-exempt ACE Parking employees employed by Defendants in the state of California who were not provided with accurate and itemized wage statements in violation of California law during the Class Period.
- g. Employment Records Subclass: All current or former non-exempt ACE Parking employees employed by Defendants in the state of California whose information was not accurately recorded or maintained in violation of California law during the Class Period.
- h. Reimbursement Subclass: All current or former non-exempt ACE Parking employees employed by Defendants in the state of California who were not reimbursed for necessary work expenses in violation of California law during the Class Period.
- i. Unfair Competition Subclass: All current or former non-exempt ACE Parking employees employed by Defendants in the state of California who were subject to Defendants' unlawful, unfair, and fraudulent business practices in violation of California law during the Class Period.

69. Members of the Class and Subclasses are all “employees” as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours and working conditions in the state of California.

70. More precise definitions of the Class and Subclass may be determined after further investigation and discovery. Plaintiffs reserve their right to redefine them at any time prior to the Court's order on Plaintiffs' Motion for Class Certification as provided by law. (Cal. Rules of Court, rule 3.765(b).)

CLASS ALLEGATIONS

71. Plaintiffs bring this action on behalf of themselves, and on behalf of all persons within the defined Class and Subclasses included herein.

72. This class action meets the statutory prerequisites for the maintenance of a class action, as set forth in Code of Civil Procedure § 382 and Civil Code § 1781:

- a. The persons who comprise the Class and Subclasses are so numerous that the joinder of all such persons is impracticable and the disposition of their claims as a class will benefit the parties and the Court;
- b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the Class and Subclasses and will apply uniformly to every member of the Class and/or Subclasses, and as a practical matter, will be dispositive of the interests of the other members not party to the adjudication;
- c. The parties opposing the Class and Subclasses have acted or have refused to act on grounds generally applicable to the Class and Subclasses, thereby making final injunctive relief or declaratory relief appropriate with respect to the Class and Subclasses as a whole; and
- d. Common questions of law and fact exist as to the members of the Class and Subclasses and predominate over any question affecting only individual members, and a class action is superior to other available methods for the fair

and efficient adjudication of the controversy, including consideration of:

- i. The interests of class members in individually controlling the prosecution or defense of separate actions;
- ii. The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class and Subclasses;
- iii. The desirability or undesirability of concentrating the litigation of the claims in this particular forum; and
- iv. The likely difficulties in the managing of a class action.

73. The Court should permit this action to be maintained as a class action pursuant to Code of Civil Procedure § 382 and Civil Code § 1781 because:

- a. Questions of law and fact common to the Class and Subclasses are substantially similar and predominate over any questions affecting only individual members;
- b. A class action is superior to any other available method for the fair and efficient adjudication of class members' claims;
- c. The members of the Class and Subclasses are so numerous that it is impractical to bring all class members before the Court;
- d. Plaintiffs' claims are typical of the claims of the Class and Subclasses;
- e. Class members will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- f. There is a community of interest in obtaining appropriate legal and equitable relief for the common law and statutory violations and other improprieties alleged, and in obtaining adequate compensation for the damages that Defendants' actions have inflicted upon the Class and Subclasses;
- g. Plaintiffs can fairly and adequately protect the interests of the Class and Subclasses;
- h. There is a community of interest in ensuring that the combined assets and available insurance of Defendants is sufficient to adequately compensate the

1 class members for the injuries sustained; and

- 2 i. Defendants have acted or refused to act on grounds generally applicable to the
3 Class and Subclasses, thereby making final injunctive relief appropriate with
4 respect to the Class and Subclasses as a whole.

5 **PAGA COLLECTIVE**

6 74. The proposed PAGA Collective consists of all current and former non-exempt
7 employees of Defendants in the state of California (collectively referred to herein as “ACE Parking
8 employees” or “Employees”) during the period commencing on the date that is within one year and
9 sixty-five days prior to the filing of the Complaint and through the present date (the “PAGA Period”).
10 To the extent that equitable tolling operates to toll the claims by the PAGA Collective against
11 Defendants, the PAGA Period should be adjusted accordingly.

12 75. Plaintiffs assert that all members of the PAGA Collective are “employees” as the term is
13 used and defined in the Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage
14 Orders regulating wages and working conditions in the state of California.

15 76. A more precise definition of the PAGA Collective may be determined after further
16 investigation and discovery. Plaintiffs reserve the right to redefine the PAGA Collective in accordance
17 with California law.

18 **FIRST CAUSE OF ACTION**

19 **(By Plaintiffs Individually and on Behalf of the Class Against Defendants)**

20 **FAILURE TO TIMELY PAY MINIMUM AND OVERTIME /DOUBLE-TIME WAGES**
21 **[Labor Code §§ 204, 206, 210, 212, 216, 221, 225.5, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1,**
22 **1198 and 1199 and IWC Wage Order No. 4-2001 and/or 9-2001]**

23 77. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all
24 paragraphs of this Complaint.

25 78. Labor Code § 204 establishes an employee’s fundamental right in the state of California
26 to be paid wages in a timely manner for their work.

1 79. Labor Code § 1197 requires employers to pay their employees the minimum wage as
2 fixed by the commission and further states that payment of wages lower than the fixed minimum for all
3 time worked is unlawful.

4 80. Labor Code § 1197.1 makes it unlawful for any employer or any other person acting
5 either individually or as an officer, agent, or employee of another person, to pay an employee, or cause
6 an employee to be paid less than the applicable minimum wage.

7 81. Similarly, under Labor Code § 558.1, “Any employer or other person acting on behalf of
8 an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours
9 and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be
10 violated, §§ 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such
11 violation.” Subsection (b) further provides that “the term ‘other person acting on behalf of an employer’
12 is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and
13 the term ‘managing agent’ has the same meaning as in subdivision (b) of § 3294 of the Civil Code.”

14 82. Under Labor Code § 510 it is unlawful for an employer to employ persons for more than
15 eight hours per day or 40 hours per week without compensating them at the rate of one and one-half or
16 two times the employee’s regular pay rate, depending on the number of hours worked. (*See also* IWC
17 Wage Order No. 4-2001 and/or 9-2001, Subdiv. 3(A).)

18 83. Any work in excess of 12 hours in one day shall be compensated at the rate of no less
19 than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on
20 any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
21 pay of an employee. Labor Code § 510.

22 84. An employee may not waive his or her right to overtime compensation and any
23 agreement by the employee to accept less than the statutorily required rate is unenforceable as a matter
24 of law. (*Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1430.)

25 85. § 1194(a) of the Labor Code states:

26 Notwithstanding any agreement to work for a lesser wage, any
27 employee receiving less than the legal minimum wage or the legal
28 overtime compensation applicable to the employee is entitled to

1 recover in a civil action the unpaid balance of the full amount of this
2 minimum wage or overtime compensation, including interest thereon,
reasonable attorney's fees, and costs of suit.

3 86. Plaintiffs contend that Defendants failed to pay them and other ACE Parking employees
4 the required minimum wages and overtime/double time wages for all time worked.

5 87. During the relevant time period, Defendants had, and continue to have, a policy and
6 practice of requiring ACE Parking employees to work more than eight hours per day and/or forty hours
7 per week.

8 88. Plaintiffs assert that as a policy, practice, guideline, procedure and/or culture ACE
9 Parking does not properly compensate its Employees for all hours worked. Plaintiffs contend that ACE
10 Parking required them and other Employees to perform work on behalf of ACE Parking without
11 compensation.

12 89. As a policy, practice, guideline, procedure and/or culture, ACE Parking often required
13 its Employees to work off the clock. For example, Plaintiffs and other Employees were often required
14 to clock in and out on a time sheet that had to be approved by the supervisor. Recording any overtime is
15 disfavored and unauthorized. Employees are instructed to not record overtime without prior
16 authorization from the supervisor. The company policy is that overtime has to be "pre-approved," and
17 Employees often risk discipline when recording any overtime. However, because ACE Parking
18 Employees are required to engage in their job duties at all times, including assisting customers,
19 organizing and/or cleaning, they are often required to work more than the scheduled shift length to
20 complete the assigned tasks and duties. Plaintiffs allege that the supervisors often edit their and other
21 Employees' time sheets to shave hours worked, and/or engage in time rounding, so that they do not
22 receive the proper minimum and/or overtime wages. Employees are often instructed by ACE Parking to
23 punch out, and keep working in order to finish the assigned jobs. For example, Plaintiffs and other
24 Employees were often instructed to clock out at the end of the scheduled shift time, and stay longer to
25 continue working, including to help with rushes when it is busy and/or to assist customers. Employees
26 are also required to report to work earlier than the scheduled start of the shift, in order to change into
27

1 the required uniform, without compensation for that time. Plaintiffs and other Employees thus often
2 work off the clock, before clocking in and after clocking out, without compensation for that time.

3 90. In addition, Plaintiffs and other Employees regularly work off the clock during the time
4 ACE Parking deducts from their time records as “meal breaks,” even though the Employees are not
5 provided with a legally compliant meal break. ACE Parking regularly required its Employees to record
6 a meal break despite being unable to take a break, and instead instructed Employees to work through
7 breaks. Plaintiffs and other Employees were often instructed and required to clock out for a meal break,
8 and continue working, including assisting customers.

9 91. ACE Parking also regularly modified its Employees’ time sheets, and inserted a meal
10 break, when in fact Employees had no opportunity to take a legally compliant break. As such, ACE
11 Parking often adjusts its Employees’ time records to reflect meal breaks of 30 min in length, regardless
12 of whether Employees are provided with meal breaks.

13 92. As such, Plaintiffs assert that ACE Parking has a policy, practice, guideline, procedure,
14 and/or culture of automatically deducting a thirty-minute meal period from the hours worked by its
15 Employees regardless of whether they were actually provided with an opportunity to take a thirty-
16 minute meal period free from all work activities. Employees thus regularly engage in work-related
17 activities during the time that ACE Parking automatically deducts from their time worked.

18 93. In addition, Employees are required to complete various mandatory trainings and/or
19 attend safety meetings while off the clock, without compensation.

20 94. Plaintiffs thus assert they and other Employees were often required to perform work on
21 behalf of ACE Parking outside of the work hours recorded by ACE Parking, without proper
22 compensation for minimum and overtime/double time wages.

23 95. In addition, Employees, including Plaintiffs, were regularly required to respond to calls
24 and messages from their supervisors and/or managers outside of work hours without compensation for
25 the time spent responding to calls and/or messages.

26 As such, Plaintiffs and other Employees did not receive the minimum, overtime and/or double time
27 compensation they are entitled to. Thus, Plaintiffs allege ACE Parking regularly shaves and/or shortens

1 Employees' hours worked and does not compensate its non-exempt employees for all time worked as
2 required by California law.

3 96. Plaintiffs contend that Defendants have a policy and practice of editing its employees'
4 clock-in and clock-out records so that they do not receive the minimum, overtime and double-time
5 compensation they are entitled to. Thus, Defendants compel, encourage and/or otherwise direct
6 supervisory positions to modify ACE Parking employees' time records after the fact (i.e. shave time or
7 engage in time rounding). As a result, ACE Parking employees, including Plaintiffs, regularly engage
8 in work-related activities during the time that Defendants automatically deduct from their time worked.
9 Since Defendants do not compensate their employees for such time, Defendants do not compensate
10 their employees for all time worked as required by California law.

11 97. Plaintiffs thus asserts they and other Employees were often required to perform work on
12 behalf of ACE Parking outside of the work hours recorded by ACE Parking, without proper
13 compensation for minimum and overtime/double time wages.

14 98. In addition, Employees, including Plaintiffs, were regularly required to respond to calls
15 and messages from their supervisors and/or managers outside of work hours without compensation for
16 the time spent responding to calls and/or messages.

17 99. Plaintiffs contend that they and other ACE Parking employees were regularly required to
18 work more than eight hours per day and/or 40 hours per week. Consequently, Plaintiffs and other ACE
19 Parking employees are entitled to receive overtime compensation at the rate of one and one-half times
20 their respective regular pay rates for all hours worked beyond eight hours a day and/or 40 hours per
21 week. However, Plaintiffs allege that Defendants did not adequately compensate ACE Parking
22 employees for overtime and/or double time.

23 100. In addition, Plaintiffs and other ACE Parking employees who worked more than 12
24 hours in one day were often not compensated at the rate of no less than twice the regular rate of pay for
25 an employee.

26 101. Plaintiffs allege that Defendants furnished paychecks to them and other ACE Parking
27 employees that did not include compensation for all hours worked. Therefore, it was difficult to track
28

1 what hours Employees were being paid for and at what rate. Plaintiffs further contend that Defendants
2 did not remedy such by promptly paying all unpaid wages owed to them and other ACE Parking
3 employees, even after being notified of such. Accordingly, Defendants failed to timely pay ACE
4 Parking employees for their work in violation of California law.

5 102. By virtue of Defendants' unlawful conduct explained herein, Plaintiffs and other ACE
6 Parking employees have, and will continue, to suffer damages in amounts which are presently
7 unknown, but which exceed the jurisdictional limits of this Court and which will be ascertained
8 according to proof at trial.

9 103. Having received less than the legal minimum wage and applicable overtime
10 compensation, Plaintiffs and other ACE Parking employees are entitled to, and seek to recover, all
11 wages and penalties owed, including penalties available under Labor Code §§ 210, 558 and 558.1, as
12 well as interest and reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5 and 1194 and
13 Code of Civil Procedure § 1021.5.

14 104. Plaintiffs, on behalf of themselves and other members of the putative Class, request
15 further relief as described in the prayer below.

16 SECOND CAUSE OF ACTION

17 (By Plaintiffs Individually and on Behalf of the Class Against the Defendants)

18 FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS

19 [Labor Code §§ 204, 226.7, 512 and IWC Wage Order No. 4-2001 and/or 9-2001, Subdiv. 11]

20 105. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all
21 paragraphs of this Complaint.

22 106. § 512(a) of the Labor Code provides:

23 An employer may not employ an employee for a work period of more than
24 five hours per day without providing the employee with a meal period of
25 not less than 30 minutes, except that if the total work period per day of the
26 employee is no more than six hours, the meal period may be waived by
27 mutual consent of both the employer and employee. An employer may not
28 employ an employee for a work period of more than 10 hours per day
without providing the employee with a second meal period of not less than
30 minutes, except that if the total hours worked is no more than 12 hours,
the second meal period may be waived by mutual consent of the employer

and the employee only if the first meal period was not waived. (Emphasis added.)

107. Pursuant to Labor Code § 226.7(c):

If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

108. In pertinent part, IWC Order No. 4-2001 and/or 9-2001, Subdiv. 11, states:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee.

(B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

[...]

(D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

109. A meal period generally complies with California law if the employee has at least 30 minutes of uninterrupted time during which the employee is relieved of any and all duty and is free to leave the premises. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036.) California law further prohibits employers from "... undermining [its] formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks." (*Id.* at 1040.)

110. At all relevant times, Plaintiffs and other ACE Parking employees regularly worked at least five hours per day. However, despite working at least five hours per day, Plaintiffs contend that they and other ACE Parking employees were not provided with the opportunity to take a 30-minute meal period that was free from all duty and the employer's control, in part, because Defendants require

1 ACE Parking employees to remain at their workstations for the entire duration of their work shift so
2 that they are readily available to engage in their job duties.

3 111. Plaintiffs asserts that they and other ACE Parking employees were routinely not
4 provided with a reasonable opportunity to take meal breaks before the fifth hour of work and/or meal
5 breaks that were free from all work-related responsibilities.

6 112. Plaintiffs allege that because of Defendants' policies and practices, it is nearly
7 impossible for them and other ACE Parking employees to take compliant meal periods and complete
8 their assigned duties. Moreover, Plaintiffs allege that as a policy, practice, guideline, procedure and/or
9 culture ACE Parking does not schedule any meal periods for its non-exempt employees.

10 113. Further, Plaintiffs believe that Defendants have a policy, practice, procedure, guideline
11 and/or culture of modifying ACE Parking employees' time records to show legally compliant meal
12 periods. As such, Defendants automatically deduct 30-minute meal periods from the time worked
13 regardless of whether ACE Parking employees were provided with a compliant meal break. As such,
14 ACE Parking often adjusted its' Employees timesheets to reflect meal breaks, even though a compliant
15 meal break was not taken.

16 114. Plaintiffs further assert that Defendants instructed them to work through meal breaks. As
17 discussed above, while "clocked out" for a meal break, Employees were regularly required to clean or
18 assist customers, among other duties. As such, Employees were not able to take legally compliant meal
19 breaks.

20 115. Plaintiffs allege that ACE Parking employees who work more than 10 hours in one
21 workday are not regularly provided with timely, duty- free and uninterrupted second meal periods of at
22 least 30-minutes for the same and/or similar reasons described herein.

23 116. Plaintiffs assert that on the rare occasion when they and other ACE Parking employees
24 are provided with a meal period, the meal periods are often late, short or interrupted due to Defendants'
25 requirement that ACE Parking employees engage in their job duties for the entire duration of their work
26 shift.

1 117. Plaintiffs also contend that ACE Parking requires Employees to carry a personal cell
2 phone for the entire duration of their work shift, including during meal periods. ACE Parking
3 Employees were also expected to be readily available to perform work on behalf of ACE Parking
4 during meal periods, such as by responding to calls and/or messages, among other things. As a result,
5 ACE Parking Employees were not provided with meal periods that were free from work or interruption.

6 118. Thus, Employees were not provided with the opportunity to take meal periods that were
7 free from work-related responsibilities. By imposing unbearable work schedules onto its non-exempt
8 employees, ACE Parking compelled, encouraged and/or otherwise directed its non-exempt employees
9 to work through their meal periods.

10 119. Plaintiffs contend that Defendants are aware that employees are not being provided
11 legally compliant meal periods but fail to provide an additional hour of pay as required under Labor
12 Code § 226.7 and do not have a mechanism for ACE Parking employees to document or report such.

13 120. In addition, Plaintiffs allege that ACE Parking failed to provide Plaintiffs and other
14 Employees with suitable seating or break rooms. Labor Code Section 1198, Wage Order No. 4, Section
15 14. Plaintiffs allege ACE Parking regularly did not provide Employees with any break rooms, nor a
16 place to sit throughout the entire duration of their shifts. ACE Parking further did not allow Employees
17 to sit when it did not interfere with the performance of their duties, including during breaks.

18 121. As a result of Defendants' unlawful conduct alleged herein, Plaintiffs and other ACE
19 Parking employees have suffered, and will continue to suffer, damages in an amount which is presently
20 unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained
21 according to proof at trial.

22 122. Pursuant to Labor Code § 226.7(c) and the relevant IWC Order No. 4-2001 and/or 9-
23 2001, Subdiv. 11(D), Plaintiffs and other ACE Parking employees are entitled to, and seek, recovery of
24 the full amount of unpaid premium wages for non-compliant meal periods.

25 123. Pursuant to Labor Code § 218.6, Plaintiffs and other ACE Parking employees are
26 entitled and seek to recover prejudgment interest on the amount of premium wages owed.

1 124. Plaintiffs and other ACE Parking employees are entitled to and seek recovery of
2 reasonable attorneys' fees as permitted by Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

3 125. Plaintiffs, on behalf of themselves and other members of the putative Class, request
4 further relief as described in the prayer below.

5 **THIRD CAUSE OF ACTION**

6 **(By Plaintiffs Individually and on Behalf of the Class Against Defendants)**

7 **FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS**

8 **[Labor Code §§ 204, 226.7 and IWC Wage Order No. 4-2001 and/or 9-2001, Subdiv. 12]**

9 126. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all
10 paragraphs of this Complaint.

11 127. In pertinent part, Labor Code § 226.7 provides:

12 (b) An employer shall not require an employee to work during a meal
13 or rest or recovery period mandated pursuant to an applicable statute,
14 or applicable regulation, standard, or order of the Industrial Welfare
Commission, the Occupational Safety and Health Standards Board, or
the Division of Occupational Safety and health.

15 (c) If an employer fails to provide an employee a meal or rest or recovery
16 period in accordance with a state law, including but not limited to, an
17 applicable statute or applicable regulation, standard, or order of the
18 Industrial Welfare Commission, the Occupational Safety and Health
Standards Board, or the Division of Occupational Safety and Health, the
19 employer shall pay the employee one additional hour of pay at the
employee's regular rate of compensation for workday that the meal or rest
or recovery period is not provided.

20 128. IWC Order No. 4-2001 and/or 9-2001, Subdiv. 12 states:

21 (A) Every employer shall authorize and permit all employees to take
22 rest periods, which insofar as practicable shall be in the middle of each
23 work period. The authorized rest period time shall be based on the total
24 hours worked daily at the rate of ten (10) minutes of net rest time per
25 four (4) hours or major fraction thereof. However, a rest period need
not be authorized for employees whose total daily work time is less
than three and one-half (3 ½) hours. Authorized rest period time shall
be counted as hours worked for which there shall be no deduction from
wages.

26 (B) If an employer fails to provide an employee a rest period in
27 accordance with the applicable provisions of this order, 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. (Emphasis added.)

129. During rest periods, California law requires employers to relinquish all control over their employees and relieve their employees of all duties. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 273.)

130. As discussed herein, Defendants regularly required Plaintiffs and other ACE Parking employees to work in excess of four hours per day.

131. However, Plaintiffs contend that as a matter of policy and practice, Defendants regularly failed to authorize or permit ACE Parking employees to take off-duty rest periods for every four hours worked, or major fraction thereof, in violation of California law.

132. Plaintiffs assert that they and other ACE Parking employees were required to remain readily available to engage in work during rest periods because, among other things, the work schedule assigned to ACE Parking employees did not allow time for ACE Parking employees to take legally compliant rest periods. In addition, ACE Parking employees were required to carry their personal cell phones and to respond to telephone calls and messages during rest and meal periods. Therefore, Defendants failed to relinquish all control over ACE Parking employees or to relieve ACE Parking employees of all duty during rest periods as required by California law.

133. Plaintiffs also assert that ACE Parking fails to schedule enough employees so that Plaintiffs and other employees can be relieved from their duties to take their meal and rest periods.

134. Plaintiffs assert that Defendants did not, and do not, have a mechanism for ACE Parking employees to document or report non-compliant rest periods.

135. Plaintiffs content that Defendants have a policy, practice, guideline. Procedure, and/or culture that requires ACE Parking employees to engage in their job duties for the entire duration of their work shift and during rest breaks, including responding to calls and messages, and assisting customers, among other duties.

136. Defendants also do not schedule enough employees so that Plaintiffs and other Employees can be relieved from their job duties while on a meal or rest break.

1 137. Plaintiffs further assert that Defendants failed to pay them and other ACE Parking
2 employees the premium wage required by California law for non-compliant rest periods.

3 138. Plaintiffs believe that Defendants know, or should know, that they failed to authorize
4 and permit ACE Parking employees to take legally compliant rest periods and failed to provide them
5 with the legally required premium compensation in lieu thereof.

6 139. Due to Defendants' unlawful conduct, as described herein, Plaintiffs and other ACE
7 Parking employees have, and will continue, to suffer damages in an amount which is presently
8 unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained
9 according to proof at trial.

10 140. According to Labor Code § 226.7(c) and IWC Order No. 4-2001 and/or 9-2001, Subdiv.
11 12(B), Plaintiffs and other ACE Parking employees are entitled to, and seek to, recover the full amount
12 of unpaid premium wages for non-compliant rest periods.

13 141. Pursuant to Labor Code § 218.6, Plaintiffs and other ACE Parking employees are
14 entitled to seek recovery of prejudgment interest on the amount of premium wages owed.

15 142. Plaintiffs and other ACE Parking employees are entitled to, and seek to, recover
16 reasonable attorneys' fees and costs pursuant to Labor Code § 218.5 and Code of Civil Procedure §
17 1021.5.

18 143. Plaintiffs, on behalf of themselves and other members of the putative Class, request
19 further relief as described in the prayer below.

20 **FOURTH CAUSE OF ACTION**

21 **(By Plaintiffs Individually and on Behalf of the Class Against Defendants)**

22 **FAILURE TO PAY ALL WAGES OWED UPON SEPARATION**

23 **[Labor Code §§ 201-203, 210, 213, 227.3, 256]**

24 144. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all
25 paragraphs of this Complaint.

26 145. Labor Code § 200(a) defines "wages" to include "all amounts for labor performed by
27 employees...whether the amount is fixed or ascertained by the standard of time...commission basis, or
28

1 other method of calculation.” The term “labor” is further defined in subsection (b) to include “labor,
2 work, or service whether rendered or performed under contract, subcontract, partnership...or other
3 agreement if the labor...is performed personally by the person demanding payment.”

4 146. Pursuant to Labor Code § 201(a), when an employer discharges an employee, all earned
5 wages that remain unpaid at the time of discharge are due and payable to the employee immediately.

6 147. According to Labor Code § 202(a):

7 If an employee not having a written contract for a definite period quits
8 his or her employment, his or her wages shall become due and payable
9 not later than 72 hours thereafter, unless the employee has given 72
10 hours previous notice of his or her intention to quit, in which case the
11 employee is entitled to his or her wages at the time of quitting.
12 Notwithstanding any other provision of law, an employee who quits
without providing a 72-hour notice shall be entitled to receive payment
by mail if he or she so request and designates a mailing address. The
date of mailing shall constitute the date of payment for purposes of the
requirement to provide payment with 72 hours of the notice of quitting.

13 148. In pertinent part, Labor Code § 203(a) further provides:

14 If an employer willfully fails to pay, without abatement or reduction,
15 in accordance with §§ 201, 201.3, 201.5, 201.9, 202, and 205.5, any
16 wages of an employee who is discharged or who quits, the wages of the
17 employee shall continue as a penalty from the due date thereof at the
same rate until paid or until an action thereof is commenced; but the
wages shall not continue for more than 30 days.

18 149. Plaintiffs contend that Defendants have a policy, practice, guideline and/or culture of not
19 timely paying all wages owed upon discharge nor paying the required waiting time penalties.

20 150. As described herein, Defendants knowingly failed to compensate their ACE Parking
21 employees for all time worked, failed to pay minimum wages and overtime/ double time compensation
22 to ACE Parking employees, and failed to pay legally required premium wages to ACE Parking
23 employees for non-compliant meal and rest periods. Although Defendants no longer employ a number
24 of ACE Parking employees, Plaintiffs allege, based on information and belief, that Defendants have not
25 yet paid all wages owed to their former ACE Parking employees as a result of such conduct.

151. As a consequence of Defendants' willful and deliberate refusal to furnish such wages, affected employees are entitled to a maximum of 30 days' wages at their daily rate of pay as a waiting time penalty, pursuant to Labor Code § 203.

152. Plaintiffs and other ACE Parking employees are entitled to, and seek to, recover reasonable attorneys' fees and costs pursuant to Labor Code § 218.5 and Code of Civil Procedure § 1012.5.

153. Plaintiffs, on behalf of themselves and other members of the putative Class, request further relief as described in the prayer below.

FIFTH CAUSE OF ACTION

(By Plaintiffs Individually and on Behalf of the Class Against Defendants)

**FAILURE TO PROVIDE PAID SICK LEAVE AND WRITTEN NOTICE OF THE
AMOUNT OF SICK LEAVE AVAILABLE**

[Labor Code § 246]

154. Plaintiffs reallege and incorporates by this reference, as though fully set forth herein, all paragraphs of this Complaint.

155. Under Labor Code § 246(b)(1), an employee shall accrue a minimum of one hour of paid sick leave for every 30 hours worked.

156. Labor Code § 246(b)(4) requires that an employer provide its employees with at least 24 hours or three days of paid sick leave per year.

157. Labor Code § 246(i) further requires an employer to provide employees with a written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, on either the employee's itemized wage statement or in a separate writing provided on the designated pay date with the employee's payment of wages.

158. Plaintiffs assert that Defendants fail to provide them and other ACE Parking employees with the required minimum of one hour of paid sick leave for every 30 hours worked. Additionally, because Defendants did not account for all time worked by ACE Parking employees, Plaintiffs and

1 other ACE Parking employees were unable to accrue paid sick time at the rate provided by the Labor
2 Code.

3 159. Plaintiffs also allege that Defendants violated California law by failing to provide them
4 and other ACE Parking employees with written notice of their available paid sick leave, on either the
5 itemized wage statement provided to them or in a separate writing provided on the designated pay date.

6 160. Plaintiffs and other ACE Parking employees are entitled to, and seek, penalties under
7 Labor Code § 246 and the recovery of reasonable attorneys' fees and costs pursuant to Labor Code §
8 218.5 and Code of Civil Procedure § 1021.5.

9 161. Plaintiffs, on behalf of themselves and other members of the putative Class, request
10 further relief as described in the prayer below.

11 **SIXTH CAUSE OF ACTION**

12 **(By Plaintiffs Individually and on Behalf of the Class Against Defendants)**

13 **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

14 **[Labor Code §§ 226, 226.3 and IWC Wage Order No. 4-2001 and/or 9-2001]**

15 162. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all
16 paragraphs of this Complaint.

17 163. Labor Code § 226 states in pertinent part:

18 Every employer shall, semimonthly or at the time of each payment of
19 wages, furnish each of his or her employees, either as detachable part of
20 the check, draft, or voucher paying the employee's wages, or separately
21 when wages are paid by personal check or cash, an accurate itemized
22 statement in writing showing (1) gross wages earned, (2) total hours
23 worked by the employee... (5) net wages earned, (6) the inclusive dates of
24 the period for which the employee is paid... (7) the name of the employee
25 and only the last four digits of his or her social security number or an
26 employee identification number...(8) the name and address of the legal
27 entity that is the employer, and (9) all applicable hourly rates in effect
28 during each period and the corresponding number of hours worked at each
hourly rate by the employee..."

164. Labor Code § 226(e)(1) further provides:

An employee suffering injury as a result of knowing and intentional failure
by an employer to comply with subdivision (a) is entitled to recover the
greater of all actual damages or fifty dollars (\$50) for the initial pay period
in which a violation occurs and one hundred dollars (\$100) per employee

1 for each violation in a subsequent pay period, not to exceed an aggregate
2 penalty of four thousand (\$4,000), and is entitled to an award of costs and
3 reasonable attorneys' fees.

4 165. According to Labor Code § 226(h), "an employee may also bring an action for
5 injunctive relief to ensure compliance with this section and is entitled to an award of costs and
6 reasonable attorneys' fees."

7 166. An injury occurs where an employer fails to provide accurate information and the
8 employee cannot "promptly and easily determine" the total number of hours worked or the "applicable
9 hourly rates in effect during the pay period and the corresponding number of hours worked at each
10 hourly rate." (Labor Code § 226(a)(9)-(e)(2)(B)(i).)

11 167. Labor Code § 226(e)(2)(c) explains that the phrase "promptly and easily determine"
12 means that "a reasonable person would be able to readily ascertain the information without reference to
13 documents or information."

14 168. Plaintiffs assert that Defendants fail to provide them and other ACE Parking employees
15 with accurate and itemized wage statements.

16 169. As a result of Defendants' failure to properly compensate ACE Parking employees for
17 all hours worked, including without limitation, failure to pay minimum wages and overtime
18 compensation and failure to pay premium wages for non-compliant meal and rest periods, the wage
19 statements furnished by Defendants fail to accurately itemize and reflect ACE Parking employees'
20 gross wages, the number of hours actually worked, all applicable rates of pay and their net pay.

21 170. The wage statements provided by Defendants also failed to include deductions, pay
22 period information, the name of the individual and either their last four digits of their social security
23 number or employee identification number, and the name and address of the legal entity that is the
24 employer. Moreover, Defendants did not properly include the individual's available paid sick leave on
25 each wage statement provided to ACE Parking employees.

26 171. As a result, ACE Parking employees were unable to readily ascertain from their wage
27 statements whether they were properly compensated for all time worked. Plaintiffs and other ACE
28

1 Parking employees have therefore suffered injury under California law due to Defendants' knowing and
2 intentional failure to furnish accurate itemized wage statements.

3 172. According to Labor Code § 226(e)(1), Plaintiffs and other ACE Parking employees are
4 entitled to seek, and do seek to recover, liquidated damages in the amount of \$50 for the initial
5 violation and \$100 for each subsequent violation per employee, not to exceed \$4,000.

6 173. Additionally, pursuant to Labor Code § 226(h), Plaintiffs and other ACE Parking
7 employees are entitled to seek, and therefore do seek, injunctive relief in order to ensure Defendants'
8 compliance with Labor Code § 226.

9 174. Plaintiffs and other ACE Parking employees are also entitled to, and seek recovery of,
10 attorneys' fees and costs as provided under Labor Code §§ 218.5, 226(e)(1) and 226(h) and Code of
11 Civil Procedure § 1021.5.

12 175. Plaintiffs, on behalf of themselves and other members of the putative Class, request
13 further relief as described in the prayer below.

14 SEVENTH CAUSE OF ACTION

15 **(By Plaintiffs Individually and on Behalf of the Class Against the Named Corporate Defendants)**

16 FAILURE TO MAINTAIN ACCURATE RECORDS

17 **[Labor Code § 226(a), 1174 and IWC Wage Order No. 4-2001 and/or 9-2001, Subdiv. 7]**

18 176. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all
19 paragraphs of this Complaint.

20 177. Pursuant to Labor Code § 226(a), an employer must keep a copy of each wage statement
21 and record of deductions on file for at least three years.

22 178. § 1174(d) of the Labor Code provides:

23 "[e]very person employing labor in this state shall keep, at a central
24 location in the state or at the plants or establishments at which employees
25 are employed, payroll records showing the hours worked daily by and the
26 wages paid to, and the number of piece-rate units earned by and any
27 applicable piece rate paid to, employees employed at the respective plants
or establishments. These records shall be kept in accordance with rules
established for this purpose by commission, but in case shall be kept on
file for not less than three years. An employer shall not prohibit an
employee from maintaining a personal record of hours worked, or, if paid

on a piece-rate basis, piece-rate units earned.” (See also IWC Wage Order 4-2001, Subdiv. 7.)

179. Defendants have a policy, practice, guideline, procedure and/or culture of failing to maintain accurate employee information and payroll records which accurately reflect, for example, the gross and net wages earned as well as the total hours of time worked each day by Plaintiffs and other Employees.

180. As discussed herein, Plaintiffs assert that because Defendants have a policy and practice of editing employees’ timekeeping records to reflect their assigned shift rather than the time that they actually worked, Defendants fail to maintain accurate records. Consequently, the paychecks and wage statements Plaintiffs and other ACE Parking employees received from Defendants did not accurately reflect the total hours worked each day or the gross and net wages they actually earned. Plaintiffs allege that Defendants have a policy and practice of intentionally and willfully failing to maintain ACE Parking employees’ payroll records.

181. Plaintiffs allege that ACE Parking further failed to maintain copies of all documents related to the hiring and employment of ACE Parking employees, and fails to give the opportunity to employees, like Plaintiffs, to inspect these documents.

182. Plaintiffs and other ACE Parking employees have suffered, and continue to suffer, injuries and damages as a consequence of Defendants’ deliberate failure to maintain accurate records in violation of California law. More specifically, as a result of Defendants’ conduct, Plaintiffs and other ACE Parking employees were denied their legal right and protected interest in having accurate and complete payroll records available to them.

183. Plaintiffs and other ACE Parking employees are thus entitled to, and do seek, recovery of damages as outlined in Labor Code § 226 (e)(1).

184. As provided for in Labor Code §§ 218.5 and 226(e)(1) and Code of Civil Procedure § 1021.5, Plaintiffs and other ACE Parking employees are entitled to and seek to recover reasonable attorneys’ fees and costs.

185. Plaintiffs, on behalf of themselves and other members of the putative Class, request further relief as described in the prayer below.

1 **EIGHTH CAUSE OF ACTION**

2 **(By Plaintiffs Individually and on Behalf of the Class Against Defendants)**

3 **FAILURE TO PROVIDE COPIES OF SIGNED DOCUMENTS**

4 **[Labor Code § 432 and IWC Wage Order No. 4-2001, Subdiv. 7]**

5 186. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all
6 paragraphs of this Complaint.

7 187. Labor Code § 432 requires an employer to provide its employee, upon request, with
8 copies of any and all documents signed by the employee relating to the obtaining or holding of
9 employment. (See also IWC Wage Order NO. 4-2001, Subdiv. 7.)

10 188. Plaintiffs assert, based on information and belief, that ACE Parking failed to maintain a
11 copy of all documents signed by Employees that relate to their hiring by and/or employment with
12 ACE Parking, and/or failed to provide a copy of such documents to Employees who requested a copy
13 thereof in violation of Labor Code § 432.

14 189. Plaintiffs and other non-exempt employees are entitled to, and seek recovery of,
15 reasonable attorneys' fees and costs as provided for under Labor Code § 218.5 and Code of Civil
16 Procedure § 1021.5.

17 190. Plaintiffs, on behalf of themselves and other members of the putative Class, request
18 further relief as described in the prayer below.

19 **NINTH CAUSE OF ACTION**

20 **(By Plaintiffs Individually and on Behalf of the Class Against Defendants)**

21 **FAILURE TO REIMBURSE FOR NECESSARY WORK EXPENSES**

22 **[Labor Code §§ 2800, 2802, 2804 and IWC Wage Order No. 4-2001 and/or 9-2001]**

23 191. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all
24 paragraphs of this Complaint.

25 192. Labor Code § 2800 requires employers in all cases to indemnify employee losses caused
26 by the employer's want of ordinary care.

27 193. In pertinent part, Labor Code § 2802 provides:

1 (a) An employer shall indemnify his or her employee for all necessary
2 expenditures or losses incurred by the employee in direct consequence of
the discharge of his or her duties...

3 [...]

4 (c) For purposes of this section, the term “necessary expenditures or
5 losses” shall include all reasonable costs, including, but not limited to,
6 attorney’s fees incurred by the employee enforcing the rights granted by
this section.

7 194. Moreover, when an employer requires uniforms to be worn by non-exempt employees,
8 the employer shall provide and maintain such uniforms. IWC Wage Order No. 4-2001, subdiv. 9
9 defines “uniform” to include apparel of distinct color or design.

10 195. Plaintiffs assert that because of the nature of their work, ACE Parking requires its
11 Employees to wear a distinctive uniform as a condition of their employment. In addition, ACE Parking
12 requires its Employees to wear specific apparel while working on behalf of ACE Parking, including
13 black shoes, black pants, and black belt. As a practice or procedure, ACE Parking neither provides
14 Employees with black shoes, black pants, and black belt, nor reimburses its Employees for the cost of
15 purchasing and/or maintaining the required uniform in violation of California law.

16 196. Plaintiffs and other Employees are required to use their personal cell phones for work-
17 related issues, including responding to calls and/or messages from supervisors and co-workers, among
18 other things. However, ACE Parking fails to reimburse Employees for a percentage of the cell phone
19 bill.

20 197. Plaintiffs and other current or former ACE Parking employees are entitled to, and seek,
21 reimbursement of their necessary expenditures, plus interest, including reasonable attorneys’ fees and
22 costs pursuant to Labor Code §§ 2800 and 2802.

23 198. Plaintiffs and other ACE Parking employees are entitled to, and seek recovery of,
24 reasonable attorneys’ fees and costs as provided for under Labor Code § 218.5 and Code of Civil
25 Procedure § 1021.5.

26 199. Plaintiffs, on behalf of themselves and other ACE Parking employees, request further
27 relief as described in the below prayer.

1 **TENTH CAUSE OF ACTION**

2 **(By Plaintiffs Individually and on Behalf of the Class Against Defendants)**

3 **VIOLATION OF THE UNFAIR COMPETITION LAW**

4 **[Bus. & Prof. Code §§ 17200 *et seq.*]**

5 200. Plaintiffs reallege and incorporates by this reference, as though fully set forth herein, all
6 paragraphs of this Complaint.

7 201. As codified in Business and Professions Code §§ 17200 *et seq.*, California’s Unfair
8 Competition Law (“UCL”) broadly prohibits “any unlawful, unfair or fraudulent business act or
9 practice.”

10 202. A cause of action may be brought under the UCL if a business practice violates some
11 other law. The “unlawful” prong of the UCL effectively deems a violation of the underlying law a per
12 se violation of Business and Professions Code § 17200. (*Cel-Tech Commc’ns, Inc. v. Los Angeles*
13 *Cellular Tel. Co.* (1999) 20 Cal.4th 163, 180.) Virtually any law or regulation – federal or state,
14 statutory, or common law – can serve as a predicate for a § 17200 “unlawful” violation. (*Farmers Ins.*
15 *Exch. v. Superior Court* (1992) 2 Cal.4th 377, 383.)

16 203. The “unfair” prong of the UCL does not, however, require a practice to be specifically
17 proscribed by any law. (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 20 Cal.4th 1134, 1143
18 (internal citations omitted).) Pursuant to the California Supreme Court, the “unfair standard” is
19 intentionally broad to give maximum discretion to courts in prohibiting new schemes to defraud. (*Cel-*
20 *Tech Commc’ns, Inc., supra*, 20 Cal.4th at 180-81.)

21 204. Under the UCL, a “fraudulent” business act or practice is one where “members of the
22 public are likely to be deceived.” (*Blakemore v. Superior Court* (2005) 129 Cal. App. 4th 36, 49.) A
23 showing of actual deception, reasonable reliance, or damages is not required. (*Ibid.*) The fraudulent
24 prong may be used to attack the deceptive manner in which otherwise lawful contract terms are
25 presented to an individual. (*Boschma v. Home Loan Ctr., Inc.* (2011) 198 Cal.App.4th 230, 253.) As
26 such, even a true statement may be unlawful under § 17200 if it is “couched in such a manner that is
27 likely to mislead or deceive..., such as by failing to disclose other relevant information.” (*Ibid.*)

205. As discussed herein, Defendants' business practices violate all three prongs of California's UCL.

Unlawful

206. Defendants violated the Labor Code by failing to properly compensate ACE Parking employees for all hours worked. Because Defendants' failure to adequately compensate employees clearly violates California law, their conduct is a per se violation of the UCL. *Cel-Tech Commc'ns, Inc.*, 20 Cal.4th at 180. Defendants also failed to pay premium wages to their ACE Parking employees for non-compliant meal and rest periods as required by California law. Plaintiffs are also informed and believe that Defendants failed to pay all wages owed to ACE Parking employees upon termination of the employment relationship in violation of California law. Defendants further failed to furnish itemized and accurate wage statements that accurately reflected the total hours actually worked and gross and net wages earned by ACE Parking employees, among other things. Therefore, Defendants have clearly engaged in unlawful business practices pursuant to Business and Professions Code §§ 17200 *et seq.*

Unfair

207. Defendants' policies and practices that fail to provide ACE Parking employees with minimum wages and overtime compensation for all hours worked are unfair because they prevent ACE Parking employees from timely receiving wages owed to them in violation of California's public policy favoring the prompt payment of wages.

208. Defendants' failure to provide ACE Parking employees with legally compliant meal and rest periods, or compensation in lieu thereof, is unfair because it knowingly strips ACE Parking employees of rights and compensation afforded to them under the Labor Code.

Fraudulent

209. Defendants' practice of providing ACE Parking employees with inaccurate wage statements constitutes a fraudulent business practice under the UCL because Plaintiffs and other ACE Parking employees are likely to be, and actually are, deceived as to whether they were paid for all time worked.

210. Similarly, Defendants' failure to maintain accurate records also constitutes a fraudulent business practice as the intentional inaccuracies mislead ACE Parking employees as to their total hours worked and wages earned.

211. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent business practices, Plaintiffs and other current or former ACE Parking employees have suffered injury-in-fact and have lost wages rightfully owed to them.

212. Through their unlawful, unfair, and fraudulent conduct, Defendants have been unjustly enriched by receiving and continuing to receive benefits and profits at the expense of ACE Parking employees. Pursuant to Business and Professions Code §§ 17200 *et seq.*, Defendants should therefore be enjoined from such conduct, made to disgorge all ill-gotten gains, and restore to Plaintiffs and other ACE Parking employees the wages wrongfully withheld from them.

213. The unlawful, unfair, and fraudulent conduct alleged herein has continued and there is no indication that Defendants will refrain from such activity in the future. Plaintiffs believe and allege that if Defendants are not enjoined from the conduct described herein, they will continue to violate California law at the expense of ACE Parking employees. Accordingly, Plaintiffs request that the court issue a preliminary and permanent injunction against Defendants.

214. Plaintiffs, on behalf of themselves and other ACE Parking employees, request further relief as described in the prayer below.

ELEVENTH CAUSE OF ACTION

(By Plaintiffs in their Representative Capacity Against All Defendants)

PRIVATE ATTORNEYS GENERAL ACT OF 2004

[Labor Code §§ 2698 *et seq.*]

215. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all paragraphs of this Complaint.

216. Pursuant to PAGA, any provision of the Labor Code allowing for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees, for a California Labor Code violation, may be recovered through a civil action

1 brought by an aggrieved employee on behalf of himself or herself, and other current or former
2 employees. Under Labor Code § 2699(i), such civil penalties are in addition to any other relief provided
3 for in the Labor Code and must be allocated 75% to the LWDA and 25% to the aggrieved employees.

4 217. Defendants employed Plaintiffs and each of the current or former employees he
5 represents in the state of California during all, or a portion of, the statute of limitations period before
6 Plaintiffs filed their notice with the LWDA.

7 218. Plaintiffs are “aggrieved employees” under PAGA, as they was employed by Defendants
8 within the year prior to filing PAGA notice and suffered one or more violations of the Labor Code.

9 219. Plaintiffs have complied with the notice requirements outlined in Labor Code § 2699.3.
10 On September 18, 2024, Plaintiffs submitted notice to the LWDA and Defendants informing them of
11 Defendants’ alleged Labor Code violations pursuant to PAGA. (See **Exhibit 1.**) The LWDA had sixty-
12 five (65) days to provide notice of whether it intended to investigate the alleged violations. To date, the
13 LWDA has not provided notice of whether it intends to investigate the alleged violations. Plaintiffs thus
14 have the right to pursue such claims in their representative capacity pursuant to Labor Code § 2699.3.

15 220. As set forth herein, Defendants have committed, and continue to commit, numerous
16 violations for which the Labor Code entitles Plaintiffs, in their representative capacity, to recover, on
17 behalf of themselves, the PAGA Collective, the state of California and the general public, civil
18 penalties, as well as attorneys’ fees and costs for Defendants’ alleged Labor Code violations.

19 221. Plaintiffs, in their representative capacity on behalf of themselves and the PAGA
20 Collective, are entitled to seek, and do so seek, to recover civil penalties for violations of the following
21 Labor Code provisions in this representative action:

- 22 a. Failure to pay minimum and overtime wages in violation of Labor Code §§ 204,
23 206, 210, 212, 216, 221, 225.5, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1,
24 1198 and 1199 and IWC Wage Order No. 4-2001 and/or 9-2001;
25 b. Failure to provide legally compliant meal periods or compensation in lieu thereof
26 in violation of Labor Code §§ 204, 226.7 and 512 and IWC Wage Order No. 4-
27 2001 and/or 9-2001;

- c. Failure to provide legally compliant rest periods or compensation in lieu thereof in violation of Labor Code § 204, 226.7 and IWC Wage Order No. 4-2001 and/or 9-2001;
- d. Failure to pay all wages owed upon termination in violation of Labor Code §§ 201-203, 210, 213, 227.3, 256;
- e. Failure to provide paid sick leave and written notice of the amount of paid sick leave available in violation of Labor Code §246;
- f. Failure to timely furnish accurate itemized wage statements in violation of Labor Code §§ 226, 226.3 and IWC Wage Order No. 4-2001 and/or 9-2001;
- g. Failure to maintain accurate timekeeping and payroll records in violation of Labor Code §§ 226(a), 1174 and IWC Wage Order No. 4-2001 and/or 9-2001;
- h. Failure to provide copies of signed documents in violation of Labor Code §432;
- i. Failure to reimburse for necessary work expenses in violation of Labor Code §§ 2800, 2802, 2804 and IWC Wage Order No. 4-2001 and/or 9-2001.

222. For violations of Labor Code §§ 510 and 512, in addition to any other penalty provided by law, Labor Code § 558 imposes a civil penalty of \$50 per pay period for each underpaid employee for the initial violation and \$100 per pay period for each underpaid employee for each subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision regulating hours and days of work in any order of the IWC. Under Labor Code § 558.1, “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, §§ 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” Therefore, Plaintiffs, in their representative capacity on behalf of themselves and the PAGA Collective are entitled to seek, and do seek, such civil penalties.

223. Labor Code § 1197.1 subjects an employer, or any other person acting either individually or as an officer, agent, or employee of another person, to a civil penalty of \$100 for any initial violations for each underpaid employee and \$250 for each underpaid employee for each

1 subsequent violation, restitution of wages and liquidated damages payable to the employee and any
2 applicable penalties imposed by Labor Code § 203 for paying or causing to pay an employee less than
3 the minimum wage imposed by California law. Plaintiffs, in their representative capacity on behalf of
4 themselves and the PAGA Collective are entitled to seek, and do seek, such civil penalties.

5 224. Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an
6 initial citation and \$1,000 per employee for each violation in a subsequent citation for violations of
7 Labor Code § 226(a). Plaintiffs and other ACE Parking employees in the state of California are thus
8 entitled to seek, and do seek, the described civil penalties.

9 225. For violations of Labor Code § 1174 subdivisions (b), (c), and (d), Labor Code § 1174.5
10 imposes a civil penalty of \$500. Plaintiffs, in their representative capacity on behalf of themselves and
11 the PAGA Collective are entitled to, and therefore seek, such civil penalty.

12 226. In addition to any other penalty, Labor Code § 210 provides that any person who fails to
13 pay wages as provided in §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to
14 a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each
15 subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each
16 employee, plus 25% of the amount unlawfully withheld. Plaintiffs and other ACE Parking employees in
17 the state of California are thus entitled to seek, and therefore do seek, the described civil penalties.

18 227. Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for
19 the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor
20 Code provisions for which a civil penalty is not specifically provided, including, but not limited to,
21 Labor Code §§ 201, 202, 203, 204, 210, 226, 226(a), 226.2, 226.3, 226.7, 233, 234, 246, 246.5, 432,
22 510, 512, 1102.5, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and/or 2802. Thus, Plaintiffs,
23 on behalf of themselves and the PAGA Collective, seek the above-described civil penalties.

24 228. Pursuant to Labor Code § 2699(g)(1) an employee who prevails in a civil action brought
25 pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs. Therefore,
26 Plaintiffs, in their representative capacity, are entitled to seek, and do so seek, attorneys' fees and costs
27 in relation to this action.

229. Plaintiffs, in their representative capacity, on behalf of themselves and other members of the PAGA Collective are also entitled to seek, and do seek, to recover reasonable attorneys' fees as provided by Labor Code §§ 218.5, 1193.6, 1194 and Code of Civil Procedure § 1021.5.

230. Plaintiffs, on behalf of themselves and the PAGA Collective, request further relief as described in the prayer below.

PRAYER FOR RELIEF

Plaintiffs pray for judgment against Defendants and in favor of the above-defined Class and Subclasses as follows:

1. For an order determining that this action may be maintained as a class action with the named Plaintiffs as the class representatives;
2. For the attorneys appearing on the above caption to be named class counsel;
3. For an order determining that this action may be maintained as a representative action with the named Plaintiffs as the representatives;
4. For all wages and benefits due to Plaintiffs and other ACE Parking employees currently and formerly employed by Defendants pursuant to California law;
5. For all minimum wages and overtime compensation owed pursuant to Labor Code §§ 510, 1194, 1197.1, and any other applicable law;
6. For premium wages under Labor Code § 226.7 and any other applicable law;
7. For damages pursuant to Labor Code §§ 226, 226.8(c), 246, Civil Code § 3281, and any other applicable law;
8. For all liquidated damages, pursuant to Labor Code §§ 226(e), 1194.4(a), 1197.1, and/or other applicable law;
9. For civil penalties, pursuant to Labor Code §§ 210, 223, 226.3, 351, 432, 558, 1174.5, 1197.1, 2699(f) and/or other applicable law;
10. For PAGA civil penalties pursuant to Labor Code §§ 2698 *et seq.*, and/or other applicable law;

- 1 11. For injunctive relief pursuant to Labor Code § 266(h), Business and
2 Professions Code § 17203 and any other applicable law;
3 12. For restitution for Defendants’ unfair, unlawful, and fraudulent business
4 practices;
5 13. For reasonable attorneys’ fees and costs of suit pursuant to Labor Code §§
6 218.5, 266(h), 266(e)(1), 1194, 2802, Code of Civil Procedure § 1021.5, the
7 “common fund” theory, the “substantial benefit” theory and any other
8 applicable law, theory or doctrine;
9 14. For pre-judgment and post-judgment interest as provided by California law;
10 15. For appropriate equitable relief pursuant to California law; and
11 16. For any and all other relief the Court may deem just and proper.
12

13 Dated: November 22, 2024

CONSUMER AND EMPLOYMENT LAWYERS

14 By: *Alicja Urtnowski*
15 R. Craig Clark
16 Alicja A. Urtnowski
Attorneys for Plaintiffs
17

DEMAND FOR JURY TRIAL

18 Plaintiffs hereby demand a jury trial on all issues triable to a jury.
19

20 Dated: November 22, 2024

CONSUMER AND EMPLOYMENT LAWYERS

21 By: *Alicja Urtnowski*
22 R. Craig Clark
23 Alicja A. Urtnowski
Attorneys for Plaintiffs
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Exhibit 1

Exhibit 1



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September 18, 2024

Transmitted via Online Upload

California Labor and Workforce Development Agency
ATTN: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

RE: Nick Hatch and Aryhk Kolidakis v. ACE PARKING MANAGEMENT, INC., ACE PARKING FACILITIES, INC., ACE PARKING, INC., ACE PARKING III, LLC, Keith Jones, and John Baumgardner

Dear PAGA Administrator,

The purpose of this correspondence is to notify you that **Nick Hatch and Aryhk Kolidakis** ("Plaintiffs"), on behalf of themselves and all others similarly situated, intend to assert the legal rights granted to them under the Private Attorneys General Act (the "Act"), as set forth in California Labor Code ("Labor Code") §§ 2698 et seq. This correspondence includes the current facts and theories to support the violations alleged herein. This correspondence will also be sent to the agent for service of process for **ACE PARKING MANAGEMENT, INC., ACE PARKING FACILITIES, INC., ACE PARKING, INC., ACE PARKING III, LLC, Keith Jones, and John Baumgardner** ("ACE Parking") via certified mail. Therefore, this correspondence serves to satisfy the notice requirements of the Act. By uploading and sending this correspondence in the manner set forth in the Act, Plaintiffs are complying with the Act's statutory notice requirements.

Factual Statement and Theories of Liability

Nick Hatch was employed by ACE Parking as a non-exempt hourly employee from approximately January 2019 to November 2019, and from approximately October 2023 to September 2024. Aryhk Kolidakis was employed by ACE Parking as a non-exempt hourly employee from approximately August 2023 to August 2024. Throughout their employment, Plaintiffs were assigned to work for ACE Parking at multiple locations in California. For example, Aryhk Kolidakis was assigned to work at various locations including Four Points



Sheraton San Diego, San Diego ANDAZ, Moxy, Pali, Hilton Bayfront, Grand Hyatt, Hotel Republic, and Westin Hotel, among other locations. Nick Hatch was also assigned to work at various locations, primarily in San Diego, including US Grant, Hilton Bayfront, and Grand Hyatt, among other locations.

ACE PARKING MANAGEMENT, INC. is a California corporation that does business in California. It is in the business of providing services in hospitality, parking, mobility, transportation and/or valet industries. See <https://aceparking.com>. ACE Management's headquarters are located in San Diego, California. ACE Parking Management is believed to be owned, operated, and/or managed by ACE Parking, Inc.

ACE PARKING FACILITIES, INC. is a California corporation that does business in California. It is in the business of providing services in hospitality, parking, mobility, transportation and/or valet industries. See <https://aceparking.com>. ACE Parking Facilities' headquarters are located in San Diego, California. ACE Parking Facilities is believed to be owned, operated, and/or managed by ACE Parking, Inc.

ACE PARKING, INC. is a California corporation that does business in California. It is in the business of providing services in hospitality, parking, mobility, transportation and/or valet industries. See <https://aceparking.com>. ACE Parking is headquartered in San Diego, California. ACE Parking is believed to own, operate, and/or manage ACE Parking Management, Ace Parking III and ACE Parking Facilities, Inc.

ACE PARKING III, LLC is a California limited liability company that does business in California. It is in the business of providing services in hospitality, parking, mobility, transportation and/or valet industries. See <https://aceparking.com>. ACE Parking III' headquarters are located in San Diego, California. ACE Parking III is believed to be owned, operated, and/or managed by ACE Parking, Inc.

Keith Jones is believed to have incorporated ACE Parking entities named herein, and is also believed to have been the Owner and/or Secretary of ACE Parking entities during Plaintiffs' employment. Mr. Jones is believed to have been employed by ACE Parking and is alleged to have acted on behalf of ACE Parking and/or to have acted individually or as an officer, agent, or employee of ACE Parking. Therefore, Mr. Jones may be liable for the violations of law described herein. *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-813; Labor Code §1197.1(a).

John Baumgardner is believed to have incorporated ACE Parking entities named herein, and is also believed to have been the Chief Executive Officer of ACE Parking entities during Plaintiffs' employment. Mr. Baumgardner is believed to have been employed by ACE Parking



and is alleged to have acted on behalf of ACE Parking and/or to have acted individually or as an officer, agent, or employee of ACE Parking. Therefore, Mr. Baumgardner may be liable for the violations of law described herein. *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-813; Labor Code §1197.1(a).

Plaintiffs assert that they and other individuals currently or formerly employed by ACE Parking in the state of California as non-exempt employees (collectively referred to herein as “Employees”), were subject to the same and/or similar policies, practices, guidelines, procedures and/or culture described herein. Plaintiffs further assert that they and all other Employees have suffered, and will continue to suffer, the same and/or similar Labor Code violations described herein.

Any and all claims alleged in this correspondence are asserted on behalf of Plaintiffs and all other current or former Employees who were employed by ACE Parking in California, during the applicable statutory period and who have suffered the same and/or similar Labor Code violations alleged herein, as well as any other violations of the PAGA arising out of their employment with ACE Parking that may be later discovered since investigation is ongoing.

Because investigation is ongoing, Plaintiffs reserve their right to assert any and all related facts, claims and/or theories discovered after the sending of this correspondence on behalf of themselves and the current or former Employees that they seek to represent against ACE Parking and/or other persons that may be discovered after the sending of this correspondence. Such other persons include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of ACE Parking, as well as those persons who caused and/or concurrently contributed to the various acts and/or omissions of each and every one of the others, including ACE Parking, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in and/or ratified any or all of the acts or omissions complained of herein, and those who are acting within the authority and scope of ACE Parking. *Atempa v. Pedrazzani*, 27 Cal.App.5th at 811-813.

I. ACE Parking Failed to Pay Minimum, Regular, Overtime and/or Double Time Wages in Violation of Labor Code §§ 204, 206, 210, 212, 216, 221, 225.5, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 and IWC Wage Order No. 4-2001 and/or 9-2001.

Labor Code § 204 establishes the fundamental right of an employee in California to be timely paid wages for their work. Pursuant to Labor Code § 1197, an employer is prohibited from paying or causing its employees to be compensated at a rate less than the fixed minimum, as set by the commission, for all time worked. See also Labor Code § 1199 (making such conduct a misdemeanor); IWC Wage Order No. 4-2001 and/or 9-2001, subdiv.



4. Additionally, it is unlawful for an employer to employ persons for more than eight hours per day and/or forty hours per workweek without compensating them at the rate of one and one-half or two times the employee's regular pay rate, depending on the number of hours worked. Labor Code §§ 510, 1198; see also IWC Wage Order No. 4-2001 and/or 9-2001, subdiv. 3(A). Pursuant to Labor Code § 1194, an employee is permitted to recover any unpaid balance of the minimum wage or overtime compensation not paid for all hours worked. Moreover, any employer who causes an employee to be paid a wage lower than that of the fixed minimum is required to pay a civil penalty. Labor Code § 1197.1; see also IWC Wage Order No. 4-2001 and/or 9-2001, subdiv. 20(A).

Plaintiffs assert that as a policy, practice, guideline, procedure and/or culture ACE Parking does not properly compensate its Employees for all hours worked. Plaintiffs contend that ACE Parking required them and other Employees to perform work on behalf of ACE Parking without compensation.

As a policy, practice, guideline, procedure and/or culture, ACE Parking often required its Employees to work off the clock. For example, Plaintiffs and other Employees were often required to clock in and out on a time sheet that had to be approved by the supervisor. Recording any overtime is disfavored and unauthorized. Employees are instructed to not record overtime without prior authorization from the supervisor. The company policy is that overtime has to be "pre-approved," and Employees often risk discipline when recording any overtime. However, because ACE Parking Employees are required to engage in their job duties at all times, including assisting customers, organizing and/or cleaning, they are often required to work more than the scheduled shift length to complete the assigned tasks and duties. Plaintiffs allege that the supervisors often edit their and other Employees' time sheets to shave hours worked, and/or engage in time rounding, so that they do not receive the proper minimum and/or overtime wages. Employees are often instructed by ACE Parking to punch out, and keep working in order to finish the assigned jobs. For example, Plaintiffs and other Employees were often instructed to clock out at the end of the scheduled shift time, and stay longer to continue working, including to help with rushes when it is busy and/or to assist customers. Employees are also required to report to work earlier than the scheduled start of the shift, in order to change into the required uniform, without compensation for that time. Plaintiffs and other Employees thus often work off the clock, before clocking in and after clocking out, without compensation for that time.

In addition, Plaintiffs and other Employees regularly work off the clock during the time ACE Parking deducts from their time records as "meal breaks," even though the Employees are not provided with a legally compliant meal break. ACE Parking regularly required its Employees to record a meal break despite being unable to take a break, and instead instructed Employees to work through breaks. Plaintiffs and other Employees were often



instructed and required to clock out for a meal break, and continue working, including assisting customers.

ACE Parking also regularly modified its Employees' time sheets, and inserted a meal break, when in fact Employees had no opportunity to take a legally compliant break. As such, ACE Parking often adjusts its Employees' time records to reflect meal breaks of 30 min in length, regardless of whether Employees are provided with meal breaks.

As such, Plaintiffs assert that ACE Parking has a policy, practice, guideline, procedure, and/or culture of automatically deducting a thirty-minute meal period from the hours worked by its Employees regardless of whether they were actually provided with an opportunity to take a thirty-minute meal period free from all work activities. Employees thus regularly engage in work-related activities during the time that ACE Parking automatically deducts from their time worked.

In addition, Employees are required to complete various mandatory trainings and/or attend safety meetings while off the clock, without compensation.

Plaintiffs thus assert they and other Employees were often required to perform work on behalf of ACE Parking outside of the work hours recorded by ACE Parking, without proper compensation for minimum and overtime/double time wages.

In addition, Employees, including Plaintiffs, were regularly required to respond to calls and messages from their supervisors and/or managers outside of work hours without compensation for the time spent responding to calls and/or messages.

As such, Plaintiffs and other Employees did not receive the minimum, overtime and/or double time compensation they are entitled to. Thus, Plaintiffs allege ACE Parking regularly shaves and/or shortens Employees' hours worked and does not compensate its non-exempt employees for all time worked as required by California law.

Plaintiffs contend that as a policy, practice, guideline, procedure and/or culture, ACE Parking regularly requires Employees to work more than 8 hours per day and/or 40 hours per week, without being paid the appropriate overtime and/or double time compensation. Because ACE Parking failed to appropriately pay overtime and/or double time compensation to Employees who worked more than 8 hours per day and/or 40 hours per week, ACE Parking did not pay its non-exempt employees in accordance with California law.

Additionally, Plaintiffs allege that ACE Parking fails to timely pay all earned wages. For instance, the paychecks Plaintiffs and other Employees receive from ACE Parking do not



include compensation for all hours worked as described herein. Therefore, it was difficult to track what hours Employees were being paid for and at what rate. Plaintiffs assert that despite notifying ACE Parking of the error, ACE Parking did not promptly remedy the issues by paying all wages earned and due.

Based on the foregoing, Plaintiffs assert that ACE Parking engaged in conduct that violated California law by failing to compensate them and other ACE Parking Employees appropriately.

II. ACE Parking Failed to Provide Legally Compliant Meal Periods or Compensation in Lieu Thereof, in Violation of Labor Code §§ 204, 226.7 and 512 and IWC Wage Order No. 4-2001 and/or 9-2001

Labor Code § 512 states, “[a]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes.” Additionally, an employer is not permitted to employ a person for a work period of more than ten hours per day without providing the employee with a second meal period of at least thirty minutes. Labor Code § 512. Meal periods of no less than 30 minutes must be provided before the end of the employee’s fifth and tenth hours of work, respectively. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041. California law further obligates employers to completely relieve their employees of all work and work-related responsibilities during the entirety of the legally required meal periods. *Id.* at 1040. In order to comply with their meal period obligations, employers must also relinquish all control over its employees, and cannot impede or discourage their employees from taking uninterrupted, work-free meal periods. *Id.* An employee who is required to perform any work-related task at any point during his or them meal period has not received a meal period in accordance with California law. Labor Code § 226.7.

If an employer fails to provide an employee with a legally compliant meal period, the employer **must** pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that a legally compliant meal period was not provided. Labor Code § 226.7; IWC Wage Order No. 4-2001 and/or 9-2001, subdiv. 11(D). Premium wages under Labor Code § 226.7 are wages due payable in accordance with the Labor Code. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114; see also Labor Code § 204.

As a policy, practice, guideline, procedure and/or culture ACE Parking regularly requires their non-exempt employees to work more than 5 hours per workday. However, despite regularly working more than 5 hours per workday, Employees, such as Plaintiffs, were not provided with the reasonable opportunity to take meal periods that occurred before the 5th hour of



work and/or that were free from all work and work-related responsibilities during the entirety of the 30-minute meal period.

Additionally, even though ACE Parking Employees often worked more than 10 hours in a day, ACE Parking failed to provide them with a second meal period of at least thirty minutes.

Plaintiffs assert that the demanding work schedule assigned to ACE Parking Employees did not allow time for legally compliant meal periods. Moreover, Plaintiffs allege that as a policy, practice, guideline, procedure and/or culture ACE Parking does not schedule any meal periods for its non-exempt employees.

As discussed herein, Plaintiffs contend that ACE Parking has a policy, practice, guideline, procedure, and/or culture of automatically deducting 30 minutes for a meal period regardless of whether Employees were provided with the opportunity to take a legally compliant meal period. As such, ACE Parking often adjusted its' Employees timesheets to reflect meal breaks, even though a compliant meal break was not taken.

Plaintiffs therefore contend that ACE Parking has a policy, practice, guideline, procedure and/or culture that requires ACE Parking Employees to engage in their job duties for the entire duration of their work shift. As a result, ACE Parking Employees are not provided with legally compliant meal periods.

Plaintiffs assert that ACE Parking instructed them and other Employees to work through meal breaks, and engage in work related activities at all times. As discussed above, while "clocked out" for a meal break, Employees were regularly required to clean or assist customers, among other duties. As such, Employees were not able to take legally compliant meal breaks.

Plaintiffs also contend that ACE Parking requires Employees to carry a personal cell phone for the entire duration of their work shift, including during meal periods. ACE Parking Employees were also expected to be readily available to perform work on behalf of ACE Parking during meal periods, such as by responding to calls and/or messages, among other things. As a result, ACE Parking Employees were not provided with meal periods that were free from work or interruption.

Thus, Employees were not provided with the opportunity to take meal periods that were free from work-related responsibilities. By imposing unbearable work schedules onto its non-exempt employees, ACE Parking compelled, encouraged and/or otherwise directed its non-exempt employees to work through their meal periods.



Plaintiffs further contend that ACE Parking does not have a procedure for Employees to document non-compliant meal periods. As a result, ACE Parking does not compensate Employees the required meal period premiums for non-compliant meal periods.

In addition, Plaintiffs allege that ACE Parking failed to provide Plaintiffs and other Employees with suitable seating. Labor Code Section 1198, Wage Order No. 4 and/or 9-2001, Section 14. Plaintiffs allege ACE Parking regularly did not provide Employees with any break rooms, nor a place to sit throughout the entire duration of their shifts. ACE Parking further did not allow Employees to sit when it did not interfere with the performance of their duties, including during breaks.

Based on the foregoing, Plaintiffs contend ACE Parking has failed to comply with its meal period obligations under California law by not providing Employees with legally compliant meal periods or compensation in lieu thereof.

III. ACE Parking Failed to Provide Legally Compliant Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 226.7 and IWC Wage Order No. 4-2001 and/or 9-2001

IWC Wage Order No. 4-2001 and/or 9-2001, subdiv. 12(A) requires employers to authorize and permit off-duty rest periods for every four hours worked, or major fraction thereof. Unless an employer relieves its employees of any and all work-related duties and also relinquishes all control over how its employees spend their time during rest periods, the employer has not authorized and permitted lawful off-duty rest periods. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. If an employer fails to provide an employee with an off-duty rest period in accordance with California law, the employer is required to pay an employee one additional hour of pay at the employee's regular rate of compensation for each workday in which a lawful rest period was not provided. Labor Code § 226.7; See also IWC Wage Order No. 4-2001 and/or 9-2001, subdiv. 12(B). Premium wages under Labor Code § 226.7 are wages due payable in accordance with the Labor Code. *Murphy*, 40 Cal.4th at 1103-1114; see also Labor Code § 204.

Plaintiffs and other Employees employed by ACE Parking typically work more than 4 hours per workday. However, Plaintiffs allege that as a policy, practice, guideline, procedure and/or culture, ACE Parking regularly fails to authorize and permit Employees to take off-duty rest periods for every four hours worked, or major fraction thereof, in violation of California law. Plaintiffs contend they and other Employees were denied legal rest periods largely due to ACE Parking's requirement that Employees are to be readily available to perform their work duties at all times, such as respond to calls and messages, and assist customers, among other duties, as discussed herein.



In addition, Plaintiffs allege that ACE Parking fails to schedule enough Employees so that Plaintiffs and other Employees could be relieved from their duties to take their meal and rest periods.

Plaintiffs further assert that ACE Parking does not have a policy, practice, guideline, procedure and/or culture for Employees to record non-compliant rest periods and/or fails to compensate Employees the required rest period premium for non-compliant rest periods. ACE Parking's conduct thus constitutes a violation of California law.

IV. ACE Parking Failed to Timely Pay Wages Owed Upon Termination in Violation of Labor Code §§ 201-203, 210, 213, 227.3, 256

Under Labor Code § 201, when an employer discharges an employee, all wages earned and unpaid at the time of discharge are immediately due and payable. Similarly, if an employee does not have a written contract for a definite period and quits his or them employment, the employee's wages are due and payable no later than 72 hours thereafter, unless the employee has given 72-hours previous notice of his/them intention to quit, then the employee is entitled to his/them wages at the time of quitting. Labor Code § 202(a). If an employer willfully fails to pay all wages owed to an employee in accordance with Labor Code §§ 201 and 202, the employee's wages are to continue as a penalty, equal to one day of wages at the employee's regular rate of pay, starting from the date at which such wages were due until paid or until an action is commenced. Labor Code § 203. However, the wages are not to continue for more than a period of thirty days. *Id.*

Plaintiffs contend that ACE Parking has a policy, practice, guideline and/or culture of not timely paying all wages owed upon discharge nor paying the required waiting time penalties. For instance, as discussed herein, ACE Parking failed to compensate Employees for all hours worked, failed to pay the appropriate overtime wages to Employees for hours worked in excess of eight per day and/or forty per week, and failed to pay the required meal and/or rest period premiums to ACE Parking Employees for non-compliant meal and/or rest periods.

Plaintiffs therefore contend that ACE Parking failed to pay all wages owed to former Employees who separated from ACE Parking within the statutory period in violation of California law.



V. ACE Parking Failed to Provide Paid Sick Days and Written Notice of the Amount of Sick Leave Available in Violation of Labor Code § 246.

California law requires that an employer provide 24 hours (or 3 days) of paid sick leave per year for full-time employees. Labor Code § 246. Employees are to earn a minimum of 1 hour of paid leave for every 30 hours worked. *Id.*

Plaintiffs allege that ACE Parking has a policy, practice, guideline, procedure and/or culture of failing to provide Employees with one hour of paid sick leave for every 30 hours worked in accordance with California law.

Plaintiffs further allege that ACE Parking also failed to provide Employees with paid sick days since they were unable to accrue any such paid sick days at the rate provided by law as a result of ACE Parking's failure to account for all time worked.

Plaintiffs also contend that ACE Parking has a policy, practice, procedure, guideline and/or culture of failing to provide written notice to Employees of their available sick leave, as such amounts are not included on the wage statements, nor are they provided with the information in separate writing on the designated pay date along with their wages. Accordingly, ACE Parking has failed to comply with California law.

VI. ACE Parking Failed to Furnish Legally Compliant Wage Statements in Violation of Labor Code §§ 226, 226.3 and IWC Wage Order No. 4-2001 and/or 9-2001

An employer is required to provide its employees with accurate and itemized wage statements. Labor Code § 226(a). Pursuant to Labor Code § 226(a), each wage statement must show "(1) gross wages earned, (2) total hours worked by the employee...(4) all deductions...(5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or them social security number or an employee identification number other than the social security number, (8) the name and address of the legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate..." See also IWC Wage Order No. 4-2001 and/or 9-2001, subdiv. 7(A).

ACE Parking failed to comply with Labor Code § 226 because they failed to provide Plaintiffs and other current or former Employees with legally compliant wage statements. Plaintiffs contend that ACE Parking failed to provide wage statements that accurately reflect the gross wages and/or net wages earned due to ACE Parking's failure to compensate Employees for all time worked, failure to pay the appropriate overtime compensation to Employees for hours worked beyond eight hours per day and/or forty hours per week, and



failure to pay premium wages Employees for non-compliant meal and/or rest periods, as discussed herein.

ACE Parking also failed to provide wage statements that properly include the pay period information for each wage statement, the accurate rate of pay, the required available sick time and/or the name of the legal entity that employed the ACE Parking Employees in violation of California law.

During the statutory period, ACE Parking thus failed to comply with the requirements outlined by California law by failing to provide legally compliant wage statements to all current or former ACE Parking Employees.

VII. ACE Parking Failed to Maintain Accurate Payroll Records in Violation of California Labor Code §§ 226(a) and 1174 and IWC Wage Order No. 4-2001 and/or 9-2001

Labor Code § 1174 requires every employer to “keep a recording showing the names and addresses of all employees employed...” Labor Code § 1174 further requires “[e]very person employing labor in this state [to] keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily and the wages paid. Such records are to be kept according to the rules established by the commission for such purpose and must be kept on file for no less than three years. Id. An employer is further obliged under Labor Code § 226(b) to keep the information required by Labor Code § 226(a) and afford current or former employees the right to inspect or copy records pertaining to their employment. See also IWC Wage Order No. 4-2001 and/or 9-2001, subdivs. 7, 19 and 20.

As discussed herein, ACE Parking has a policy, practice, guideline, procedure and/or culture of failing to maintain accurate employee information and payroll records which accurately reflect, for example, the gross and net wages earned as well as the total hours of time worked each day by Plaintiffs and other ACE Parking Employees.

Additionally, Plaintiffs are informed and believe that ACE Parking fails to maintain a copy of all documents related to the hiring and/or employment of ACE Parking Employees, and/or fails to provide ACE Parking Employees with the opportunity to inspect or copy such documents upon request in violation of California law. Therefore, Plaintiffs contend that ACE Parking failed to comply with Labor Code §§ 226 and 1174.



VIII. ACE Parking Failed to Provide Copies of Signed Documents in Violation of Labor Code § 432

Pursuant to Labor Code § 432, an employer is obligated, upon request, to provide its employees with a copy of any and all documents signed in connection with obtaining or holding employment.

As stated herein, Plaintiffs assert, based on information and belief, that ACE Parking failed to maintain a copy of all documents signed by Employees that relate to their hiring by and/or employment with ACE Parking, and/or failed to provide a copy of such documents to Employees who requested a copy thereof in violation of Labor Code § 432. Therefore, Plaintiffs allege that ACE Parking has failed to comply with California law.

IX. ACE Parking Failed to Reimburse Non-Exempt Employees for Necessary Work Expenses in Violation of Labor Code §§ 2800 and 2802, 2804 and IWC Wage Order No. 4-2001 and/or 9-2001

Labor Code § 2800 states that an employer shall indemnify employee losses caused by the employer's want of ordinary care. Accordingly, pursuant to Labor Code § 2802, an employee is entitled to reimbursement from his or them employer for all expenses or losses incurred as a result of employment. Moreover, when an employer requires uniforms to be worn by non-exempt employees, the employer shall provide and maintain such uniforms. IWC Wage Order No. 4-2001, subdiv. 9 defines "uniform" to include apparel of distinct color or design.

Plaintiffs assert that as a policy, practice, guideline and/or procedure, ACE Parking requires its Employees to wear a distinctive uniform as a condition of their employment. In addition, ACE Parking requires its Employees to wear specific apparel while working on behalf of ACE Parking, including black shoes, black pants, and black belt. As a practice or procedure, ACE Parking neither provides Employees with black shoes, black pants, and black belt, nor reimburses its Employees for the cost of purchasing and/or maintaining the required uniform in violation of California law.

Plaintiffs and other Employees are required to use their personal cell phones for work-related issues, including responding to calls and/or messages from supervisors and co-workers, among other things. However, ACE Parking fails to reimburse Employees for a percentage of the cell phone bill.

ACE Parking has, therefore, failed to reimburse Plaintiffs and other Employees for necessary work expenses in violation of California law.



X. Plaintiffs May be Entitled to Attorneys' Fees and Costs

The Act provides that “any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs. Labor Code § 2699(g)(1). Therefore, in the event that Plaintiffs and/or another similar representative is successful in a civil action against ACE Parking, they are entitled to an award of attorneys’ fees and costs. See also Labor Code §§ 218.5, 1194, 1193.6; Code Civ. Proc. § 1021.5.

Conclusion

As described herein, Plaintiffs contend that they constitute an “aggrieved employee” as the term is defined by Labor Code § 2699(c). Plaintiffs allege that the current or former Employees that they seek to represent also constitute “aggrieved employees” under the statute. As discussed herein, ACE Parking violated the Labor Code and the relevant IWC Wage Order and thereby deprived Plaintiffs and other current or former Employees of their statutory rights and protections afforded to them. Plaintiffs have thus satisfied the prerequisites of the Act to serve as a representative of all current or former ACE Parking Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions both set forth herein as well as for those which may be later discovered on behalf of themselves and all others similarly situated.

Accordingly, if the Labor and Workforce Development Agency neither acts, nor declines to intervene within sixty-five days from the date of this correspondence, Plaintiffs may elect to initiate and/or amend a civil action, on behalf of themselves and all others similarly situated, to include the persons and allegations described herein and/or those discovered after sending this correspondence, subject to Labor Code §§ 2698 et seq., as well as other related claims arising out of their employment with ACE Parking.

Sincerely,

Consumer & Employment Lawyers



R. Craig Clark
Alicja A. Urtnowski

Cc: Via Certified Mail





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From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Jeffrey Vargas](#)
Subject: Thank you for submission of your PAGA Case.
Date: Wednesday, September 18, 2024 2:54:58 PM

9/18/2024

LWDA Case No. LWDA-CM-1051264-24
Law Firm : Consumer and Employment Lawyers
Plaintiff Name : Aryhk Kolidakis, Nick Hatch
Employer: ACE Parking Management, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm