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

10 MOISES BENITEZ and WALTER DAVID
11 RODRIGUEZ, as individuals, on behalf of
themselves, and all persons similarly situated,

12 Plaintiffs,

13 v.
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15 LAZ PARKING CALIFORNIA LLC, a
Connecticut Limited Liability Company;
16 ALAN LAZOWSKI, an Individual; and DOES
1 to 10 inclusive,

17 Defendants.
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CASE NO.: 30-2024-01441429-CU-OE-CXC

CLASS & REPRESENTATIVE ACTION

**FIRST AMENDED 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, 218, 221, 225.5,
510, 558, 1182.12, 1182.14, 1182.15, 1194,
1194.2, 1197, 1197.1, 1198, and 1199);**
- (2) **FAILURE TO PAY WAGES AS
DESIGNATED BY STATUTE OR
CONTRACT (Labor Code §223);**
- (3) **FAILURE TO APPROPRIATE
GRATUITY AS DESIGNATED BY
STATUTE (Labor Code §351);**
- (4) **FAILURE TO PROVIDE LEGALLY
COMPLIANT MEAL PERIODS OR
COMPENSATION IN LIEU THEREOF
(Labor Code §§ 204, 226.7 and 512);**
- (5) **FAILURE TO PROVIDE LEGALLY
COMPLIANT REST PERIODS OR
COMPENSATION IN LIEU THEREOF
(Labor Code §§ 204 and 226.7);**

- 1 (6) **FAILURE TO PAY ALL WAGES**
2 **OWED UPON SEPARATION**
(Labor Code §§ 200, 201, 202, 203, 213,
3 227.3, 256);
- 4 (7) **FAILURE TO PROVIDE PAID SICK**
5 **LEAVE AND WRITTEN NOTICE OF**
6 **THE AMOUNT OF SICK LEAVE**
7 **AVAILABLE (Labor Code § 246);**
- 8 (8) **FAILURE TO FURNISH ACCURATE**
9 **ITEMIZED WAGE STATEMENTS**
(Labor Code §§ 226 and 226.3);
- 10 (9) **FAILURE TO MAINTAIN ACCURATE**
11 **RECORDS (Labor Code §§ 226(a) and**
12 **1174, and 1174.5);**
- 13 (10) **FAILURE TO PROVIDE COPIES OF**
14 **SIGNED DOCUMENTS (Labor Code**
15 **§432);**
- 16 (11) **FAILURE TO REIMBURSE FOR**
17 **NECESSARY WORK EXPENSES**
(Labor Code §§ 2800, 2802, 2804);
- 18 (12) **VIOLATION OF THE UNFAIR**
19 **COMPETITION LAW**
(Bus. & Prof. Code §§ 17200 *et seq.*);
- 20 (13) **PRIVATE ATTORNEYS GENERAL**
21 **ACT OF 2004**
(Labor Code §§ 2698 *et seq.*);

22 **DEMAND FOR JURY TRIAL**

23 Plaintiffs Moises Benitez and Walter David Rodriguez (“Plaintiffs”) bring this civil action on
24 behalf of themselves and all persons similarly situated, against LAZ PARKING CALIFORNIA LLC,
25 Alan Lazowski, and Does 1 through 10 (collectively “Defendants” or “LAZ Parking”), on the following
26 grounds:

1 **INTRODUCTION**

2 Plaintiffs bring this civil action on behalf of themselves and all other current or former non-
3 exempt employees who were employed by Defendants in the state of California during the relevant
4 time period (collectively referred to herein as “LAZ employees” or “Employees”).

5 1. Plaintiffs, on behalf of themselves and other LAZ employees, seek damages, civil
6 penalties, injunctive relief and restitution, as well as reasonable attorneys’ fees and litigation costs, as
7 provided under California law.

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

12 **JURISDICTION AND VENUE**

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

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

21 5. Venue as to Defendants is proper in this judicial district pursuant to Code of Civil
22 Procedure § 395(a). Each individual defendant transacts business in Orange County and is otherwise
23 within this Court’s jurisdiction for purposes of service of process. The unlawful acts alleged herein
24 have a direct effect on Plaintiffs and those similarly situated within Orange County and throughout the
25 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 Moises Benitez at all material times mentioned herein:

- a. Was and is a resident of the County of Orange;
- b. Has been employed by Defendants as a non-exempt hourly employee and assigned to work at multiple worksites in California from approximately March 2021 to the current date;
- c. Has been assigned to work at various locations including JW Marriot Anaheim, Ritz Carlton Laguna Niguel, and VEA Newport Beach, among other locations in California;
- d. Was compensated on an hourly basis;
- e. Was not compensated for all hours worked;
- f. Was secretly underpaid wages;
- g. Regularly worked more than eight hours per day;
- h. 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;
- i. Was not compensated the appropriate overtime and/or double time rate for hours worked beyond eight hours per day and 40 hours per week;
- j. Was not timely paid minimum wage and overtime compensation;
- k. Was not provided with legally compliant meal periods or compensation in lieu thereof;

1. Was not provided with legally compliant rest periods or compensation in lieu thereof;
 - m. Was not provided an opportunity to document or report non-compliant meal and rest periods;
 - n. Was required to remain readily available to perform work for Defendants during meal and rest periods;
 - o. Was not provided with adequate paid sick leave or written notice of the amount of paid sick leave available, as required by California law;
 - p. Was not provided with accurate and itemized wage statements;
 - q. Believes his employee records were not accurately maintained by Defendants;
 - r. Was not reimbursed for necessary work expenses;
 - s. Was subject to Defendants' unlawful, unfair and fraudulent business practices;
 - t. Is a member of the Class and Subclasses described below;
 - u. Is an "aggrieved employee" as defined by Labor Code § 2699(c); and
 - v. Complied with the requirements outlined in Labor Code §§ 2698 *et seq.*
8. Plaintiff Walter David Rodriguez at all material times mentioned herein:
- a. Was and is a resident of the County of Orange;
 - b. Has been employed by Defendants as a non-exempt hourly employee and assigned to work at multiple worksites in California from 2022 to the current date;
 - c. Has been assigned to work at various locations including Hyatt Irvine, and JW Marriot in Orange County, among other locations in California;
 - d. Was compensated on an hourly basis;
 - e. Was not compensated for all hours worked;
 - f. Was secretly underpaid wages;
 - g. Regularly worked more than eight hours per day;

- h. 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;
- i. Was not compensated the appropriate overtime and/or double time rate for hours worked beyond eight hours per day and 40 hours per week;
- j. Was not timely paid minimum wage and overtime compensation;
- k. Was not provided with legally compliant meal periods or compensation in lieu thereof;
- l. Was not provided with legally compliant rest periods or compensation in lieu thereof;
- m. Was not provided an opportunity to document or report non-compliant meal and rest periods;
- n. Was required to remain readily available to perform work for Defendants during meal and rest periods;
- o. Was not provided with adequate paid sick leave or written notice of the amount of paid sick leave available, as required by California law;
- p. Was not provided with accurate and itemized wage statements;
- q. Believes his employee records were not accurately maintained by Defendants;
- r. Was not reimbursed for necessary work expenses;
- s. Was subject to Defendants' unlawful, unfair and fraudulent business practices;
- t. Is a member of the Class and Subclasses described below;
- u. Is an "aggrieved employee" as defined by Labor Code § 2699(c); and
- v. Complied with the requirements outlined in Labor Code §§ 2698 *et seq.*

II. DEFENDANTS

9. Defendant LAZ PARKING CALIFORNIA LLC is a Connecticut limited liability company that does business in California. Specifically, it is in the business of providing services in hospitality, parking, and valet services. *See <https://www.lazparking.com>.*

10. Defendant Alan Lazowski is believed to have incorporated LAZ PARKING CALIFORNIA LLC. Mr. Lazowski is believed to have been the Chief Executive Officer of LAZ PARKING CALIFORNIA LLC during Plaintiffs' employment. Alan Lazowski is alleged to have acted on behalf of LAZ PARKING CALIFORNIA LLC and/or to have acted individually or as an officer, agent, or employee of LAZ PARKING CALIFORNIA LLC, and is therefore personally liable for many of the Labor Code violations described herein. *See Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-13; Labor Code §1197.1(a). Moreover, Labor Code Section 558.1 states:

“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, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.”

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

1 11. In addition, Plaintiffs allege Defendant Alan Lazowski can be personally liable under
2 the alter ego theory. Under the common law, an application of the alter ego doctrine allows a court to
3 disregard the corporate entity and treat the corporation's acts as if they were done by the persons
4 actually controlling the corporation.

5 “‘Ordinarily, a corporation is regarded as a legal entity separate and distinct from
6 its stockholders, officers and directors. Under the alter ego doctrine, however,
7 where a corporation is used by an individual or individuals, or by another
8 corporation, to perpetrate fraud, circumvent a statute, or accomplish some other
9 wrongful or inequitable purpose, a court may disregard the corporate entity and
10 treat the corporation's acts as if they were done by the persons actually controlling
11 the corporation.’”

12 *Capon v. Monopoly Game LLC* (2011) 193 Cal.App.4th 344, 357; *Sonora Diamond Corp. v. Superior*
13 *Court* (2000) 83 Cal.App.4th 523, 538 [emphasis added].) Thus, a corporate identity may be
14 disregarded--the "corporate veil" pierced--where an abuse of the corporate privilege justifies holding
15 the equitable ownership of a corporation liable for the actions of the corporation. *Sonora, supra*, 83
16 Cal.App.4th at 538; *see also Roman Catholic Archbishop v. Superior Court* (1971) 15 Cal. App. 3d
17 405, 411).

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

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

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

15. 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

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

17. Plaintiffs allege, based on information and belief, that all LAZ 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.

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

19. Plaintiffs were employed by LAZ Parking in an hourly, non-exempt capacity. Throughout their employment Plaintiffs were assigned to work at multiple locations in the State of California.

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

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

1 22. Plaintiffs allege that as a matter of policy and practice, Defendants do not properly
2 compensate LAZ Parking employees for all hours worked. Plaintiffs contend that LAZ Parking
3 required them and other Employees to perform work on behalf of LAZ Parking without compensation.

4 23. As a policy, practice, guideline, procedure and/or culture, LAZ Parking often required
5 its Employees to work off the clock. For example, Plaintiffs and other Employees were often required
6 to clock in and out on a time sheet that had to be approved by the supervisor. Recording any overtime is
7 disfavored and unauthorized. Employees are instructed to not record overtime without prior
8 authorization from the supervisor. The company policy is that overtime has to be “pre-approved,” and
9 Employees often risk discipline when recording any overtime. However, because LAZ Parking
10 Employees are required to engage in their job duties at all times, including assisting customers,
11 organizing and/or cleaning, they are often required to work more than the scheduled shift length to
12 complete the assigned tasks and duties. Plaintiffs allege that the supervisors often edit their and other
13 Employees’ time sheets to shave hours worked, and/or engage in time rounding, so that they do not
14 receive the proper minimum and/or overtime wages. Plaintiffs and other Employees are also often
15 required to report to work earlier than the scheduled start of the shift, in order to change into the
16 required uniform, without compensation for that time. Plaintiffs and other Employees are also required
17 to clean at the end of the shift, often after clocking out. They are often instructed by LAZ Parking to
18 punch out, and keep working in order to finish the assigned jobs. For example, Plaintiffs allege they
19 regularly had to stay longer after clocking out, often up to 30 min after clocking out, in order to clean
20 the work areas. Plaintiffs and other Employees thus often work off the clock, before clocking in and
21 after clocking out, without compensation for that time.

22 24. Plaintiffs further allege that LAZ Parking has a policy, practice, guideline, procedure
23 and/or culture of editing its employees’ clock-in and clock-out records so that they do not receive the
24 minimum, overtime and double-time compensation they are entitled to.

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

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

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

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

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

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

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

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

7 33. Moreover, Plaintiffs allege LAZ Parking promised Plaintiffs and other Employees non-
8 discretionary bonuses, tips and/or incentive wages as part of their compensation when working on
9 behalf of LAZ Parking. However, Plaintiffs allege LAZ Parking regularly failed to pay that
10 compensation as promised and/or expected. In addition, when calculating the regular rate of pay in
11 order to pay overtime and meal and rest break premiums to Plaintiffs and the Employees, LAZ Parking
12 failed to include the bonuses/incentive compensation as part of the employees' "regular rate of pay" for
13 purposes of calculating overtime pay and meal and rest break premium pay. As such, LAZ Parking
14 underpaid its Employees for overtime compensation, as well as meal and rest break premiums.

15 34. Plaintiffs also allege LAZ Parking failed to pay the minimum wages to its healthcare
16 employees in violation of Labor Code Sections 1182.14 and 1182.15.

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

22 36. Plaintiffs assert that as a policy, practice, guideline and/or procedure, LAZ Parking
23 promised Plaintiffs and other Employees non-discretionary bonuses, tips and/or incentive wages as part
24 of their compensation when working on behalf of LAZ Parking. However, Plaintiffs allege LAZ
25 Parking regularly failed to pay that compensation as promised. In addition, when calculating the regular
26 rate of pay in order to pay overtime and meal and rest break premiums to Plaintiffs and the Employees,
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1 LAZ Parking failed to include the bonuses/incentive compensation as part of the employees' "regular
2 rate of pay" for purposes of calculating overtime pay and meal and rest break premium pay. As such,
3 LAZ Parking underpaid its Employees for overtime compensation, as well as meal and rest break
4 premiums. Therefore, LAZ Parking had a uniform policy, practice, guideline, and/or procedure of
5 "secretly" paying a lower wage to its Employees in violation of Labor Code § 223.

6 37. Plaintiffs allege that LAZ Parking misappropriates, withholds and/or fails to pay the tips
7 to them and other Employees. Plaintiffs assert LAZ Parking regularly collect, take, or receive the
8 gratuity or a portion thereof. Plaintiffs also allege that LAZ Parking, its owners, managers and/or
9 supervisors often share in or keep a portion of the tips in violation of California law. As a result,
10 Plaintiffs and other Employees do not receive the tips they were promised, expecting, and/or owed
11 under the California law.

12 38. Moreover, Plaintiffs allege LAZ Parking fails to pay the tips to its Employees "not later
13 than the next regular payday" in violation of Labor Code Section 351. Plaintiffs allege that the tips are
14 often not paid and/or missing for weeks: when Employees complain about it to their supervisors, LAZ
15 Parking supervisors attempt to shift the blame on the LAZ Parking payroll department. Plaintiffs and
16 other Employees often are forced to follow up multiple times about the payments of the tips, often with
17 no result. Thus, LAZ Parking violates Labor Code § 351 by misappropriating gratuities.

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

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

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

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

11 43. Plaintiffs contend that on the rare occasions when they and other LAZ Parking
12 employees are provided with a meal period, the meal periods are often late, short or interrupted due to
13 Defendants' requirement that LAZ Parking employees engage in their job duties throughout the
14 duration of their shift.

15 44. Plaintiffs allege that Defendants' policies and practices do not authorize and permit LAZ
16 Parking employees to take off-duty rest periods for every four hours worked or a major fraction thereof.
17 In order to complete their assigned duties, Plaintiffs and other LAZ Parking employees were often
18 compelled and/or encouraged to take short or interrupted rest periods, or to forgo their rest periods
19 altogether. Plaintiffs contend they and other Employees were denied legal rest periods largely due to
20 LAZ Parking's requirement that Employees are to be readily available to perform their work duties at
21 all times, such as respond to calls and messages, assist customers, and clean, among other duties, as
22 discussed herein.

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

1 46. Plaintiffs allege that although Defendants were aware that LAZ Parking employees were
2 not receiving meal and rest periods that comport with California law, they do not pay the premium
3 required under Labor Code § 226.7, nor do they have a procedure or mechanism for LAZ Parking
4 employees to report or document non-compliant meal and rest breaks.

5 47. In addition, Plaintiffs allege that LAZ Parking failed to provide Plaintiffs and other
6 Employees with suitable seating. Labor Code Section 1198, Wage Order No. 4, Section 14, Section 14,
7 and otherwise failed to furnish a safe and healthful work environment in violation of Labor Code
8 sections 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, and 6407. Plaintiffs allege LAZ Parking
9 regularly did not provide Employees with any break rooms, nor a place to sit throughout the entire
10 duration of their shifts. LAZ Parking further did not allow Employees to sit when it did not interfere
11 with the performance of their duties, including during breaks, nor did it implement policies, practices,
12 and/or procedures to furnish adequate safeguards, maintain injury prevention programs, and make the
13 work environment safe.

14 48. Moreover, as discussed above, when calculating the regular rate of pay in order to pay
15 overtime and meal and rest break premiums to Plaintiffs and the Employees, LAZ Parking failed to
16 include the bonuses/incentive compensation as part of the employees' "regular rate of pay" for
17 purposes of calculating overtime pay and meal and rest break premium pay. As such, LAZ Parking
18 underpaid its Employees for overtime compensation, as well as meal and rest break premiums.

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

25 50. Plaintiffs further allege LAZ Parking underpaid sick pay wages to Plaintiffs and other
26 Employees by failing to pay such wages at the regular rate of pay. Cal. Lab. Code Section 246(l)(2)

1 requires that paid sick time for nonexempt employees be calculated by dividing the employee's total
2 wages, not including overtime premium pay, by the employee's total hours worked in the full pay
3 periods of the prior 90 days of employment. As discussed herein, LAZ Parking regularly compensated
4 Plaintiffs and other Employees through bonuses/incentive wages, which increased their regular rate of
5 pay. However, when the sick pay was paid, it was paid at the base rate of pay, as opposed to the correct,
6 higher regular rate of pay, as required by Labor Code Section 246.

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

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

20 53. In addition, Plaintiffs and other Employees earned and accrued vested vacation and
21 holiday time on the date of termination under LAZ Parking's vacation policies and California law.
22 Plaintiffs allege LAZ Parking underpays accrued vested vacation wages to Employees by failing to pay
23 such wages at the regular rate of pay, which should be the higher proper rate including all
24 bonuses/incentive wages. Instead of paying vacation wages at the regular rate of pay that includes
25 bonuses/incentive wages, LAZ Parking underpaid vacation wages to Employees at their base rates of
26 pay. As such, LAZ Parking failed to pay Employees all vested vacation time as wages due upon
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1 employment termination in violation of Labor code 227.3. Similarly, LAZ Parking underpaid waiting
2 time penalties to Employees at their base rates of pay, rather than including the bonuses/incentive
3 compensation into the waiting time penalty calculation.

4 54. As a result of the policies and practices described herein, including but not limited to
5 Defendants' failure to accurately record and compensate LAZ Parking employees for all hours worked,
6 Plaintiffs allege that Defendants knowingly and intentionally failed to maintain accurate employment
7 records, as required under California law.

8 55. Plaintiffs asserts LAZ Parking failed to comply with Labor Code § 226 because they
9 failed to provide Plaintiffs and other current or former Employees with legally compliant wage
10 statements. Plaintiffs contend that LAZ Parking failed to provide wage statements that accurately
11 reflect the gross wages and/or net wages earned due to LAZ Parking's failure to compensate Employees
12 for all time worked, failure to pay the appropriate overtime compensation to Employees for hours
13 worked beyond eight hours per day and/or forty hours per week, and failure to pay premium wages
14 Employees for non-compliant meal and/or rest periods, as discussed herein.

15 56. Plaintiffs allege that LAZ Parking failed to provide its Employees, upon their request,
16 with copies of all documents signed by them in connection with their hiring by and/or employment with
17 LAZ Parking.

18 57. Plaintiffs also assert that Defendants failed to reimburse LAZ Parking employees for
19 necessary work expenses in violation of Labor Code §§ 2800 and 2802. Plaintiffs assert that as a
20 policy, practice, guideline and/or procedure, LAZ Parking requires its Employees to wear a distinctive
21 uniform as a condition of their employment. In addition, LAZ Parking requires its Employees to wear
22 specific apparel while working on behalf of LAZ Parking, including black shoes, black pants, black
23 shirt, white shirt, white vest, and/or white tie. As a practice or procedure, LAZ Parking neither provides
24 Employees with black shoes, black pants, black shirt, white shirt, white vest, and/or white tie, nor
25 reimburses its Employees for the cost of purchasing and/or maintaining the required uniform in
26 violation of California law.

58. Plaintiffs and other Employees are also 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, LAZ Parking fails to reimburse Employees for a percentage of the cell phone bill.

59. On September 17, 2024, and October 31, 2025 Plaintiffs submitted notices to the California Labor and Workforce Development Agency (“LWDA”) and Defendants informing them of Defendants’ alleged Labor Code violations pursuant to the Private Attorneys General Act of 2004 (“PAGA”). A true and correct copy of both notices are attached hereto as **Exhibit 1 and Exhibit 2** and are incorporated herein by this reference.

60. 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.*

61. 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

62. 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.

63. 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 June 26, 2019 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.

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

a. **Meal Period Subclass:** All current or former non-exempt LAZ 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 LAZ 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 LAZ 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 LAZ 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 LAZ 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 LAZ 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 LAZ Parking employees employed by Defendants in the state of California whose information

1 was not accurately recorded or maintained in violation of California law during
2 the Class Period.

3 h. Reimbursement Subclass: All current or former non-exempt LAZ Parking
4 employees employed by Defendants in the state of California who were not
5 reimbursed for necessary work expenses in violation of California law during the
6 Class Period.

7 i. Unfair Competition Subclass: All current or former non-exempt LAZ Parking
8 employees employed by Defendants in the state of California who were subject
9 to Defendants' unlawful, unfair, and fraudulent business practices in violation of
10 California law during the Class Period.

11 65. Members of the Class and Subclasses are all "employees" as the term is used in the
12 Labor Code and the IWC Wage Orders regulating wages, hours and working conditions in the state of
13 California.

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

18 **CLASS ALLEGATIONS**

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

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

- 23 a. The persons who comprise the Class and Subclasses are so numerous that the
24 joinder of all such persons is impracticable and the disposition of their claims as
25 a class will benefit the parties and the Court;
- 26 b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are
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1 raised in this Complaint are common to the Class and Subclasses and will apply
2 uniformly to every member of the Class and/or Subclasses, and as a practical
3 matter, will be dispositive of the interests of the other members not party to the
4 adjudication;

5 c. The parties opposing the Class and Subclasses have acted or have refused to act
6 on grounds generally applicable to the Class and Subclasses, thereby making
7 final injunctive relief or declaratory relief appropriate with respect to the Class
8 and Subclasses as a whole; and

9 d. Common questions of law and fact exist as to the members of the Class and
10 Subclasses and predominate over any question affecting only individual
11 members, and a class action is superior to other available methods for the fair
12 and efficient adjudication of the controversy, including consideration of:

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

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

- 22 a. Questions of law and fact common to the Class and Subclasses are substantially
23 similar and predominate over any questions affecting only individual members;
- 24 b. A class action is superior to any other available method for the fair and efficient
25 adjudication of class members' claims;
- 26 c. The members of the Class and Subclasses are so numerous that it is impractical

1 to bring all class members before the Court;

2 d. Plaintiffs' claims are typical of the claims of the Class and Subclasses;

3 e. Class members will not be able to obtain effective and economic legal redress
4 unless the action is maintained as a class action;

5 f. There is a community of interest in obtaining appropriate legal and equitable
6 relief for the common law and statutory violations and other improprieties
7 alleged, and in obtaining adequate compensation for the damages that
8 Defendants' actions have inflicted upon the Class and Subclasses;

9 g. Plaintiffs can fairly and adequately protect the interests of the Class and
10 Subclasses;

11 h. There is a community of interest in ensuring that the combined assets and
12 available insurance of Defendants is sufficient to adequately compensate the
13 class members for the injuries sustained; and

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

17 **PAGA COLLECTIVE**

18 70. The proposed PAGA Collective consists of all current and former non-exempt
19 employees of Defendants in the state of California (collectively referred to herein as "LAZ Parking
20 employees" or "Employees") during the period commencing on March 24, 2022 and through the
21 present date (the "PAGA Period"). To the extent that equitable tolling operates to toll the claims by the
22 PAGA Collective against Defendants, the PAGA Period should be adjusted accordingly.

23 71. Plaintiffs assert that all members of the PAGA Collective are "employees" as the term is
24 used and defined in the Labor Code and the applicable Industrial Welfare Commission ("IWC") Wage
25 Orders regulating wages and working conditions in the state of California.

26 72. A more precise definition of the PAGA Collective may be determined after further
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1 investigation and discovery. Plaintiffs reserve the right to redefine the PAGA Collective in accordance
2 with California law.

3 **FIRST CAUSE OF ACTION**

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

5 **FAILURE TO TIMELY PAY MINIMUM AND OVERTIME/DOUBLE-TIME WAGES**

6 **[Labor Code §§ 204, 206, 210, 212, 216, 218, 221, 225.5, 510, 558, 1182.12, 1182.14, 1182.15, 1194,**
7 **1194.2, 1197, 1197.1, 1198 and 1199 and IWC Wage Order No. 4-2001]**

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

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

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

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

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

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

3 79. Any work in excess of 12 hours in one day shall be compensated at the rate of no less
4 than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on
5 any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
6 pay of an employee. Labor Code § 510.

7 80. Labor Code Sections 1182.14 and 1182.15 further establish the state's Health Care
8 Worker Minimum Wage Law, which provides for a minimum wage for healthcare employees.

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

12 82. § 1194(a) of the Labor Code states:

13 Notwithstanding any agreement to work for a lesser wage, any
14 employee receiving less than the legal minimum wage or the legal
15 overtime compensation applicable to the employee is entitled to
16 recover in a civil action the unpaid balance of the full amount of this
minimum wage or overtime compensation, including interest thereon,
reasonable attorney's fees, and costs of suit.

17 83. Plaintiffs contend that Defendants failed to pay them and other LAZ Parking employees
18 the required minimum wages and overtime/double time wages for all time worked.

19 84. During the relevant time period, Defendants had, and continue to have, a policy and
20 practice of often requiring LAZ Parking employees to work more than eight hours per day and/or forty
21 hours per week.

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

1 86. As a policy, practice, guideline, procedure and/or culture, LAZ Parking often required
2 its Employees to work off the clock. For example, Plaintiffs and other Employees were often required
3 to clock in and out on a time sheet that had to be approved by the supervisor. Recording any overtime is
4 disfavored and unauthorized. Employees are instructed to not record overtime without prior
5 authorization from the supervisor. The company policy is that overtime has to be “pre-approved,” and
6 Employees often risk discipline when recording any overtime. However, because LAZ Parking
7 Employees are required to engage in their job duties at all times, including assisting customers,
8 organizing and/or cleaning, they are often required to work more than the scheduled shift length to
9 complete the assigned tasks and duties. Plaintiffs allege that the supervisors often edit their and other
10 Employees’ time sheets to shave hours worked, and/or engage in time rounding, so that they do not
11 receive the proper minimum and/or overtime wages. Plaintiffs and other Employees are also often
12 required to report to work earlier than the scheduled start of the shift, in order to change into the
13 required uniform, without compensation for that time. Plaintiffs and other Employees are also required
14 to clean at the end of the shift, often after clocking out. They are often instructed by LAZ Parking to
15 punch out, and keep working in order to finish the assigned jobs. For example, Plaintiffs allege they
16 regularly had to stay longer after clocking out, often up to 30 min after clocking out, in order to clean
17 the work areas. Plaintiffs and other Employees thus often work off the clock, before clocking in and
18 after clocking out, without compensation for that time.

19 87. In addition, Plaintiffs and other Employees regularly work off the clock during the time
20 LAZ Parking deducts from their time records as “meal breaks,” even though the Employees are not
21 provided with a legally compliant meal break. LAZ Parking regularly required its Employees to record
22 a meal break despite being unable to take a break, and instead instructed Employees to work through
23 breaks. Plaintiffs and other Employees were often instructed and required to clock out for a meal break,
24 and continue working, including assisting customers and cleaning.

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

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

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

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

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

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

24 94. As such, Plaintiffs and other Employees did not receive the minimum, overtime and/or
25 double time compensation they are entitled to. Thus, Plaintiffs allege LAZ Parking regularly shaves
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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 95. Plaintiffs contend that they and other LAZ Parking employees were regularly required to
4 work more than eight hours per day and/or 40 hours per week. Consequently, Plaintiffs and other LAZ
5 Parking employees are entitled to receive overtime compensation at the rate of one and one-half times
6 their respective regular pay rates for all hours worked beyond eight hours a day and/or 40 hours per
7 week. However, Plaintiffs allege that Defendants did not adequately compensate LAZ Parking
8 employees for overtime and/or double time.

9 96. In addition, Plaintiffs and other LAZ Parking employees who worked more than 12
10 hours in one day were often not compensated at the rate of no less than twice the regular rate of pay for
11 an employee.

12 97. Moreover, LAZ Parking promised Plaintiffs and other Employees non-discretionary
13 bonuses, tips and/or incentive wages as part of their compensation when working on behalf of LAZ
14 Parking. However, Plaintiffs allege LAZ Parking regularly failed to pay that compensation as promised
15 and/or expected. In addition, when calculating the regular rate of pay in order to pay overtime and meal
16 and rest break premiums to Plaintiffs and the Employees, LAZ Parking failed to include the
17 bonuses/incentive compensation as part of the employees' "regular rate of pay" for purposes of
18 calculating overtime pay and meal and rest break premium pay. As such, LAZ Parking underpaid its
19 Employees for overtime compensation, as well as meal and rest break premiums.

20 98. Plaintiffs also allege LAZ Parking failed to pay the minimum wages to its healthcare
21 employees in violation of Labor Code Sections 1182.14 and 1182.15.

22 99. Plaintiffs allege that Defendants furnished paychecks to them and other LAZ Parking
23 employees that did not include compensation for all hours worked. Therefore, it was difficult to track
24 what hours Employees were being paid for and at what rate. Plaintiffs further contend that Defendants
25 did not remedy such by promptly paying all unpaid wages owed to them and other LAZ Parking
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employees, even after being notified of such. Accordingly, Defendants failed to timely pay LAZ Parking employees for their work in violation of California law.

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

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

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

SECOND CAUSE OF ACTION

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

FAILURE TO PAY WAGES AS DESIGNATED BY STATUTE OR CONTRACT

[Labor Code § 223]

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

104. Section 223 of the Labor Code provides that "Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract."

105. Plaintiffs allege that Defendants have a policy and/or practice of secretly underpaying wages to its Employees.

106. As a policy, procedure, guideline and/or practice, Defendants promised Plaintiffs and other Employees non-discretionary tips, bonuses, and/or incentive wages as part of their total compensation plan when working on behalf of LAZ Parking.

107. Plaintiffs allege that Defendants regularly failed to pay compensation as promised.

108. Plaintiffs further allege that when calculating the regular rate of pay in order to pay overtime and meal and rest break premiums to Plaintiffs and the Employees, LAZ Parking failed to include the bonuses/incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest break premium pay. As such, LAZ Parking underpaid its Employees for overtime compensation, as well as meal and rest break premiums. Therefore, LAZ Parking had a uniform policy, practice, guideline, and/or procedure of "secretly" paying a lower wage to its Employees in violation of Labor Code § 223.

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

110. Plaintiffs and other Employees are entitled to, and seek to recover, all wages and penalties owed, as well as interest and reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5 and 1194 and Code of Civil Procedure § 1021.5.

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

THIRD CAUSE OF ACTION

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

FAILURE TO APPROPRIATE GRATUITY AS PROVIDED BY STATUTE

[Labor Code § 351]

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

1 113. Labor Code Section 351 prohibits employers and their agents from sharing in or keeping
2 any portion of a gratuity left for or given to one or more employees by a patron. Furthermore it is
3 illegal for employers to make wage deductions from gratuities, or from using gratuities as direct or
4 indirect credits against an employee's wages. The law further states that gratuities are the sole property
5 of the employee or employees to whom they are given. "Gratuity" is defined in the Labor Code as a tip,
6 gratuity, or money that has been paid or given to or left for an employee by a patron of a business over
7 and above the actual amount due for services rendered or for goods, food, drink, articles sold or served
8 to patrons.

9 114. Section 351 of the Labor Code provides:

10 "No employer or agent shall collect, take, or receive any gratuity or a part
11 thereof that is paid, given to, or left for an employee by a patron, or
12 deduct any amount from wages due an employee on account of a gratuity,
13 or require an employee to credit the amount, or any part thereof, of a
14 gratuity against and as a part of the wages due the employee from the
15 employer. Every gratuity is hereby declared to be the sole property of the
16 employee or employees to whom it was paid, given, or left for. An
17 employer that permits patrons to pay gratuities by credit card shall pay
18 the employees the full amount of the gratuity that the patron indicated on
19 the credit card slip, without any deductions for any credit card payment
20 processing fees or costs that may be charged to the employer by the credit
21 card company. Payment of gratuities made by patrons using credit cards
22 shall be made to the employees not later than the next regular payday
23 following the date the patron authorized the credit card payment."

24 115. Plaintiffs allege that Defendants misappropriate, withhold, and/or fail to pay tips to them
25 and other Employees. Plaintiffs assert LAZ Parking regularly collect, take, or receive the gratuity or a
26 portion thereof. Plaintiffs also allege that LAZ Parking, its owners, managers and/or supervisors often
27 share in or keep a portion of the tips in violation of California law. As a result, Plaintiffs and other
28 Employees do not receive the tips they were promised, expecting, and/or owed under the California
law.

116. Moreover, Plaintiffs allege LAZ Parking fails to pay the tips to its Employees "not later
than the next regular payday" in violation of Labor Code Section 351. Plaintiffs allege that the tips are

1 often not paid and/or missing for weeks. When Employees complain about it to their supervisors, LAZ
2 Parking supervisors attempt to shift the blame on the LAZ Parking payroll department. Plaintiffs and
3 other Employees often are forced to follow up multiple times about the payments of the tips, often to no
4 avail. Thus, LAZ Parking violates Labor Code § 351 by misappropriating gratuities

5 117. By virtue of Defendants' unlawful conduct explained herein, Plaintiffs and other LAZ
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.

9 118. Plaintiffs and other Employees are entitled to, and seek to recover, all damages, bonuses,
10 tips, gratuities, wages and penalties owed, as well as interest and reasonable attorneys' fees and costs
11 pursuant to Labor Code §§ 218.5 and 1194 and Code of Civil Procedure § 1021.5.

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

14 15 **FOURTH CAUSE OF ACTION**

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

17 **FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS**

18 **[Labor Code §§ 204, 226.7, 512 and IWC Wage Order No. 4-2001, Subdiv. 11]**

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

21 121. § 512(a) of the Labor Code provides:

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

122. 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.

123. In pertinent part, IWC Order No. 4-2001, 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.

124. 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.)

125. At all relevant times, Plaintiffs and other LAZ 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 LAZ Parking employees were not provided with the opportunity to take a 30-minute

1 meal period that was free from all duty and the employer's control, in part, because Defendants require
2 LAZ Parking employees to remain at their workstations for the entire duration of their work shift so
3 that they are readily available to engage in their job duties.

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

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

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

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

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

24 131. Plaintiffs assert that on the rare occasion when they and other LAZ Parking employees
25 are provided with a meal period, the meal periods are often late, short or interrupted due to Defendants'

1 requirement that LAZ Parking employees engage in their job duties for the entire duration of their work
2 shift.

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

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

12 134. Plaintiffs contend that Defendants are aware that employees are not being provided
13 legally compliant meal periods but fail to provide an additional hour of pay as required under Labor
14 Code § 26.7 and do not have a mechanism for LAZ Parking employees to document or report such.

15 135. In addition, Plaintiffs allege that LAZ Parking failed to provide Plaintiffs and other
16 Employees with suitable seating. Labor Code Section 1198, Wage Order No. 4, Section 14, and
17 otherwise failed to furnish a safe and healthful work environment in violation of Labor Code Sections
18 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, and 6407. Plaintiffs allege LAZ Parking regularly did not
19 provide Employees with any break rooms, nor a place to sit throughout the entire duration of their
20 shifts. LAZ Parking further did not allow Employees to sit when it did not interfere with the
21 performance of their duties, including during breaks, nor did it implement policies, practices, and/or
22 procedures to furnish adequate safeguards, maintain injury prevention programs, and make the work
23 environment safe.

24 136. Moreover, as discussed above, when calculating the regular rate of pay in order to pay
25 overtime and meal and rest break premiums to Plaintiffs and the Employees, LAZ Parking failed to
26 include the bonuses/incentive compensation as part of the employees' "regular rate of pay" for
27

1 purposes of calculating overtime pay and meal and rest break premium pay. As such, LAZ Parking
2 underpaid its Employees for overtime compensation, as well as meal and rest break premiums.

3 137. As a result of Defendants' unlawful conduct alleged herein, Plaintiffs and other LAZ
4 Parking employees have suffered, and will continue to suffer, damages in an amount which is presently
5 unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained
6 according to proof at trial.

7 138. Pursuant to Labor Code § 226.7(c) and the relevant IWC Order No. 4-2001, Subdiv.
8 11(D), Plaintiffs and other LAZ Parking employees are entitled to, and seek, recovery of the full
9 amount of unpaid premium wages for non-compliant meal periods.

10 139. Pursuant to Labor Code § 218.6, Plaintiffs and other LAZ Parking employees are
11 entitled and seek to recover prejudgment interest on the amount of premium wages owed.

12 140. Plaintiffs and other LAZ Parking employees are entitled to and seek recovery of
13 reasonable attorneys' fees as permitted by Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

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

16 **FIFTH CAUSE OF ACTION**

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

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

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

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

22 143. In pertinent part, Labor Code § 226.7 provides:

23 (b) An employer shall not require an employee to work during a meal
24 or rest or recovery period mandated pursuant to an applicable statute,
25 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.

26 (c) If an employer fails to provide an employee a meal or rest or recovery
27 period in accordance with a state law, including but not limited to, an

1 applicable statute or applicable regulation, standard, or order of the
2 Industrial Welfare Commission, the Occupational Safety and Health
3 Standards Board, or the Division of Occupational Safety and Health, the
4 employer shall pay the employee one additional hour of pay at the
5 employee's regular rate of compensation for workday that the meal or rest
6 or recovery period is not provided.

7 144. IWC Order No. 4-2001, Subdiv. 12 states:

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

17 (B) If an employer fails to provide an employee a rest period in
18 accordance with the applicable provisions of this order, the employer
19 shall pay the employee one (1) hour of pay at the employee's regular
20 rate of compensation for each workday that the rest period is not
21 provided. (Emphasis added.)

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

25 146. As discussed herein, Defendants regularly required Plaintiffs and other LAZ Parking
26 employees to work in excess of four hours per day.

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

148. Plaintiffs assert that they and other LAZ Parking employees were required to remain
readily available to engage in work during rest periods because, among other things, the work schedule
assigned to LAZ Parking employees did not allow time for LAZ Parking employees to take legally
compliant rest periods. In addition, LAZ Parking employees were required to carry their personal cell
phones and to respond to telephone calls and messages during rest and meal periods. Therefore,

1 Defendants failed to relinquish all control over LAZ Parking employees or to relieve LAZ Parking
2 employees of all duty during rest periods as required by California law.

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

5 150. Plaintiffs content that Defendants have a policy, practice, guideline, procedure, and/or
6 culture that requires LAZ Parking employees to engage in their job duties for the entire duration of
7 their work shift and during rest breaks, such as respond to calls and messages, assist customers, and
8 clean, among other duties, as discussed herein.

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

12 152. Plaintiffs further assert that Defendants failed to pay them and other LAZ Parking
13 employees the premium wage required by California law for non-compliant rest periods.

14 153. Plaintiffs believe that Defendants know, or should know, that they failed to authorize
15 and permit LAZ Parking employees to take legally compliant rest periods and failed to provide them
16 with the legally required premium compensation in lieu thereof.

17 154. Due to Defendants' unlawful conduct, as described herein, Plaintiffs and other LAZ
18 Parking employees have, and will continue, to suffer damages in an amount which is presently
19 unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained
20 according to proof at trial.

21 155. According to Labor Code § 226.7(c) and IWC Order No. 4-2001, Subdiv. 12(B),
22 Plaintiffs and other LAZ Parking employees are entitled to, and seek to, recover the full amount of
23 unpaid premium wages for non-compliant rest periods.

24 156. Pursuant to Labor Code § 218.6, Plaintiffs and other LAZ Parking employees are
25 entitled to seek recovery of prejudgment interest on the amount of premium wages owed.

1 157. Plaintiffs and other LAZ Parking employees are entitled to, and seek to, recover
2 reasonable attorneys' fees and costs pursuant to Labor Code § 218.5 and Code of Civil Procedure §
3 1021.5.

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

6 **SIXTH CAUSE OF ACTION**

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

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

9 **[Labor Code §§ 200-203, 213, 227.3, 256]**

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

12 160. Labor Code § 200(a) defines "wages" to include "all amounts for labor performed by
13 employees...whether the amount is fixed or ascertained by the standard of time...commission basis, or
14 other method of calculation." The term "labor" is further defined in subsection (b) to include "labor,
15 work, or service whether rendered or performed under contract, subcontract, partnership...or other
16 agreement if the labor...is performed personally by the person demanding payment."

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

19 162. According to Labor Code § 202(a):

20 If an employee not having a written contract for a definite period quits
21 his or her employment, his or her wages shall become due and payable
22 not later than 72 hours thereafter, unless the employee has given 72
23 hours previous notice of his or her intention to quit, in which case the
24 employee is entitled to his or her wages at the time of quitting.
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.

25
26 163. In pertinent part, Labor Code § 203(a) further provides:
27
28

1 If an employer willfully fails to pay, without abatement or reduction,
2 in accordance with §§ 201, 201.3, 201.5, 201.9, 202, and 205.5, any
3 wages of an employee who is discharged or who quits, the wages of the
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.

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

6 165. As described herein, Defendants knowingly failed to compensate their LAZ Parking
7 employees for all time worked, failed to pay minimum wages and overtime/double time compensation
8 to LAZ Parking employees, and failed to pay legally required premium wages to LAZ Parking
9 employees for non-compliant meal and rest periods. Although Defendants no longer employ a number
10 of LAZ Parking employees, Plaintiffs allege, based on information and belief, that Defendants have not
11 yet paid all wages owed to their former LAZ Parking employees as a result of such conduct.

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

15 167. In addition, Plaintiffs and other Employees earned and accrued vested vacation and
16 holiday time on the date of termination under LAZ Parking's vacation policies and California law.
17 Plaintiffs allege LAZ Parking underpays accrued vested vacation wages to Employees by failing to pay
18 such wages at the regular rate of pay, which should be the higher proper rate including all
19 bonuses/incentive wages. Instead of paying vacation wages at the regular rate of pay that includes
20 bonuses/incentive wages, LAZ Parking underpaid vacation wages to Employees at their base rates of
21 pay. As such, LAZ Parking failed to pay Employees all vested vacation time as wages due upon
22 employment termination in violation of Labor code 227.3. Similarly, LAZ Parking underpaid waiting
23 time penalties to Employees at their base rates of pay, rather than including the bonuses/incentive
24 compensation into the waiting time penalty calculation.

1 168. Plaintiffs and other LAZ Parking employees are entitled to, and seek to, recover
2 reasonable attorneys' fees and costs pursuant to Labor Code § 218.5 and Code of Civil Procedure §
3 1012.5.

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

6 **SEVENTH CAUSE OF ACTION**

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

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

10 **[Labor Code § 246]**

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

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

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

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

21 174. Plaintiffs assert that Defendants fail to provide them and other LAZ Parking employees
22 with the required minimum of one hour of paid sick leave for every 30 hours worked. Additionally,
23 because Defendants did not account for all time worked by LAZ Parking employees, Plaintiffs and
24 other LAZ Parking employees were unable to accrue paid sick time at the rate provided by the Labor
25 Code.

1 175. Plaintiffs further allege LAZ Parking underpaid sick pay wages to Plaintiffs and other
2 Employees by failing to pay such wages at the regular rate of pay. Cal. Lab. Code Section 246(l)(2)
3 requires that paid sick time for nonexempt employees be calculated by dividing the employee's total
4 wages, not including overtime premium pay, by the employee's total hours worked in the full pay
5 periods of the prior 90 days of employment. As discussed herein, LAZ Parking regularly compensated
6 Plaintiffs and other Employees through bonuses/incentive wages, which increased their regular rate of
7 pay. However, when the sick pay was paid, it was paid at the base rate of pay, as opposed to the correct,
8 higher regular rate of pay, as required by Labor Code Section 246.

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

12 177. Plaintiffs and other LAZ Parking employees are entitled to, and seek, penalties under
13 Labor Code § 246 and the recovery of reasonable attorneys' fees and costs pursuant to Labor Code §
14 218.5 and Code of Civil Procedure § 1021.5.

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

17 EIGHTH CAUSE OF ACTION

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

19 FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

20 [Labor Code §§ 226, 226.3 and IWC Wage Order No. 4-2001]

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

23 180. Labor Code § 226 states in pertinent part:

24 Every employer shall, semimonthly or at the time of each payment of
25 wages, furnish each of his or her employees, either as detachable part of
26 the check, draft, or voucher paying the employee's wages, or separately
27 when wages are paid by personal check or cash, an accurate itemized
28 statement in writing showing (1) gross wages earned, (2) total hours
worked by the employee... (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 her social security number or an employee identification number...(8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee...”

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

182. According to Labor Code § 226(h), “an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys’ fees.”

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

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

185. Plaintiffs assert that Defendants fail to provide them and other LAZ Parking employees with accurate and itemized wage statements.

186. As a result of Defendants’ failure to properly compensate LAZ Parking employees for all hours worked, including without limitation, failure to pay minimum wages and overtime/double time compensation and failure to pay premium wages for non-compliant meal and rest periods, the wage statements furnished by Defendants fail to accurately itemize and reflect LAZ Parking employees’ gross wages, the number of hours actually worked, all applicable rates of pay and their net pay.

1 187. The wage statements provided by Defendants also failed to include deductions, pay
2 period information, the name of the individual and either their last four digits of their social security
3 number or employee identification number, and the name and address of the legal entity that is the
4 employer. Moreover, Defendants did not properly include the individual's available paid sick leave on
5 each wage statement provided to LAZ Parking employees.

6 188. As a result, LAZ Parking employees were unable to readily ascertain from their wage
7 statements whether they were properly compensated for all time worked. Plaintiffs and other LAZ
8 Parking employees have therefore suffered injury under California law due to Defendants' knowing and
9 intentional failure to furnish accurate itemized wage statements.

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

13 190. Additionally, pursuant to Labor Code § 226(h), Plaintiffs and other LAZ Parking
14 employees are entitled to seek, and therefore do seek, injunctive relief in order to ensure Defendants'
15 compliance with Labor Code § 226.

16 191. Plaintiffs and other LAZ Parking employees are also entitled to, and seek recovery of,
17 attorneys' fees and costs as provided under Labor Code §§ 218.5, 226(e)(1) and 226(h) and Code of
18 Civil Procedure § 1021.5.

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

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1 **NINTH CAUSE OF ACTION**

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

4 **FAILURE TO MAINTAIN ACCURATE RECORDS**

5 **[Labor Code § 226(a), 1174, 1174.5 and IWC Wage Order No. 4-2001, Subdiv. 7]**

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

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

10 195. § 1174(d) of the Labor Code provides:

11 “[e]very person employing labor in this state shall keep, at a central
12 location in the state or at the plants or establishments at which employees
13 are employed, payroll records showing the hours worked daily by and the
14 wages paid to, and the number of piece-rate units earned by and any
15 applicable piece rate paid to, employees employed at the respective plants
16 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.)

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

21 197. As discussed herein, Plaintiffs assert that because Defendants have a policy and practice
22 of editing employees’ timekeeping records, Defendants fail to maintain accurate records. Consequently,
23 the paychecks and wage statements Plaintiffs and other LAZ Parking employees received from
24 Defendants did not accurately reflect the total hours worked each day or the gross and net wages they
25 actually earned. Plaintiffs allege that Defendants have a policy and practice of intentionally and
26 willfully failing to maintain LAZ Parking employees’ payroll records.

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

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

8 200. As provided for in Labor Code §§ 218.5 and 226(e)(1) and Code of Civil Procedure §
9 1021.5, Plaintiffs and other LAZ Parking employees are entitled to and seek to recover reasonable
10 attorneys' fees and costs.

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

13 **TENTH CAUSE OF ACTION**

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

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

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

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

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

22 204. Plaintiffs assert, based on information and belief, that LAZ Parking failed to maintain a
23 copy of all documents signed by Employees that relate to their hiring by and/or employment with LAZ
24 Parking, and/or failed to provide a copy of such documents to Employees who requested a copy thereof
25 in violation of Labor Code § 432.

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

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

ELEVENTH CAUSE OF ACTION

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

FAILURE TO REIMBURSE FOR NECESSARY WORK EXPENSES

[Labor Code §§ 2800, 2802, 2804 and IWC Wage Order No. 4-2001]

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

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

209. In pertinent part, Labor Code § 2802 provides:

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

$$\left[\begin{array}{c} \vdots \end{array} \right]$$

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

210. 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.

211. Plaintiffs assert that because of the nature of the work, LAZ Parking requires its Employees to wear a distinctive uniform as a condition of their employment. In addition, LAZ Parking requires its Employees to wear specific apparel while working on behalf of LAZ Parking, including black shoes, black pants, black shirt, white shirt, white vest, and/or white tie. As a practice or

1 procedure, LAZ Parking neither provides Employees with black shoes, black pants, black shirt, white
2 shirt, white vest, and/or white tie, nor reimburses its Employees for the cost of purchasing and/or
3 maintaining the required uniform in violation of California law.

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

8 213. Plaintiffs and other current or former LAZ Parking employees are entitled to, and seek,
9 reimbursement of their necessary expenditures, plus interest, including reasonable attorneys' fees and
10 costs pursuant to Labor Code §§ 2800 and 2802.

11 214. Plaintiffs and other LAZ Parking employees are entitled to, and seek recovery of,
12 reasonable attorneys' fees and costs as provided for under Labor Code § 218.5 and Code of Civil
13 Procedure § 1021.5.

14 215. Plaintiffs, on behalf of themselves and other LAZ Parking employees, request further
15 relief as described in the below prayer.

16 **TWELFTH CAUSE OF ACTION**

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

18 **VIOLATION OF THE UNFAIR COMPETITION LAW**

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

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

22 217. As codified in Business and Professions Code § 17200 *et seq.*, California's Unfair
23 Competition Law ("UCL") broadly prohibits "any unlawful, unfair or fraudulent business act or
24 practice."

25 218. A cause of action may be brought under the UCL if a business practice violates some
26 other law. The "unlawful" prong of the UCL effectively deems a violation of the underlying law a per
27

se violation of Business and Professions Code § 17200. (*Cel-Tech Commc'ns, Inc. v. Los Angeles Cellular Tel. Co.* (1999) 20 Cal.4th 163, 180.) Virtually any law or regulation – federal or state, statutory, or common law – can serve as a predicate for a § 17200 “unlawful” violation. (*Farmers Ins. Exch. v. Superior Court* (1992) 2 Cal.4th 377, 383.)

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

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

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

Unlawful

222. Defendants violated the Labor Code by failing to properly compensate LAZ 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 LAZ 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 LAZ Parking employees upon termination of the employment relationship in violation of California law. Defendants further failed to furnish

1 itemized and accurate wage statements that accurately reflected the total hours actually worked and
2 gross and net wages earned by LAZ Parking employees, among other things. Therefore, Defendants
3 have clearly engaged in unlawful business practices pursuant to Business and Professions Code §§
4 17200 *et seq.*

5 Unfair

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

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

13 Fraudulent

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

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

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

24 228. Through their unlawful, unfair, and fraudulent conduct, Defendants have been unjustly
25 enriched by receiving and continuing to receive benefits and profits at the expense of LAZ Parking
26 employees. Pursuant to Business and Professions Code §§ 17200 *et seq.*, Defendants should therefore
27

1 be enjoined from such conduct, made to disgorge all ill-gotten gains, and restore to Plaintiffs and other
2 LAZ Parking employees the wages wrongfully withheld from them.

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

8 230. Plaintiffs, on behalf of themselves and other LAZ Parking employees, request further
9 relief as described in the prayer below.

10 **THIRTEENTH CAUSE OF ACTION**

11 **(By Plaintiffs in their Representative Capacity Against All Defendants)**

12 **PRIVATE ATTORNEYS GENERAL ACT OF 2004**

13 **[Labor Code §§ 2698 *et seq.*]**

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

16 232. Pursuant to PAGA, any provision of the Labor Code allowing for a civil penalty to be
17 assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards,
18 agencies, or employees, for a California Labor Code violation, may be recovered through a civil action
19 brought by an aggrieved employee on behalf of himself or herself, and other current or former
20 employees. Under Labor Code § 2699(i), such civil penalties are in addition to any other relief provided
21 for in the Labor Code and must be allocated 65% to the LWDA and 35% to the aggrieved employees.

22 233. Defendants employed Plaintiffs and each of the current or former employees they
23 represent in the state of California during all, or a portion of, the statute of limitations period before
24 Plaintiffs filed their notice with the LWDA.

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

235. Plaintiffs have complied with the notice requirements outlined in Labor Code § 2699.3. On September 17, 2024, Plaintiffs submitted notice to the LWDA and Defendants informing them of Defendants’ alleged Labor Code violations pursuant to PAGA. (See **Exhibit 1**.) On October 31, 2025, Plaintiffs submitted an Amended PAGA Notice with the LWDA and Defendants (See **Exhibit 2**). The LWDA had sixty-five (65) days to provide notice of whether it intended to investigate the alleged violations. To date, the LWDA has not provided notice of whether it intends to investigate the alleged violations. Plaintiffs thus have the right to pursue such claims in their representative capacity pursuant to Labor Code § 2699.3.

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

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

- a. Failure to pay minimum and overtime wages in violation of Labor Code §§ 204, 206, 210, 212, 216, 218, 221, 225.5, 510, 558, 1182.12, 1182.14, 1182.15, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 and IWC Wage Order No. 4-2001;
- b. Secretly underpaying wages in violation of Labor Code §223;
- c. Misappropriation of gratuity in violation of Labor Code §351;
- d. Failure to provide legally compliant meal periods or compensation in lieu thereof in violation of Labor Code §§ 204, 226.7, 512, failure to provide suitable seating, as well as failure to furnish a safe and healthful work environment in violation of

Labor Code sections 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, and 6407, and IWC Wage Order No. 4-2001;

- e. 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;
- f. Failure to pay all wages owed upon termination in violation of Labor Code §§ 200-203, 213, 227.3, 256;
- g. Failure to provide paid sick leave and written notice of the amount of paid sick leave available in violation of Labor Code §246;
- h. Failure to timely furnish accurate itemized wage statements in violation of Labor Code §§ 226, 226.3 and IWC Wage Order No. 4-2001;
- i. Failure to maintain accurate timekeeping and payroll records in violation of Labor Code §§ 226(a), 1174 and 1174.5 and IWC Wage Order No. 4-2001;
- j. Failure to provide copies of signed documents in violation of Labor Code §432;
- k. Failure to reimburse for necessary work expenses in violation of Labor Code §§ 2800, 2802, 2804 and IWC Wage Order No. 4-2001.

238. 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.

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

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

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

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

243. Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 200, 201, 202, 203, 204, 206, 210, 212, 213, 216, 218, 218.5, 221, 223, 225.5, 226, 226(a), 226.2, 226.3, 226.7, 233, 234, 246, 246.5, 256, 351, 432, 510, 512, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, 6400, 6401.7, 6402, 6403, 6404, 6406, and 6407.

1 Thus, Plaintiffs, on behalf of themselves and the PAGA Collective, seek the above-described civil
2 penalties.

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

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

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

12 **PRAYER FOR RELIEF**

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

- 15 1. For an order determining that this action may be maintained as a class action
16 with the named Plaintiffs as the class representatives;
- 17 2. For the attorneys appearing on the above caption to be named class counsel;
- 18 3. For an order determining that this action may be maintained as a representative
19 action with the named Plaintiffs as the representatives;
- 20 4. For all wages and benefits due to Plaintiffs and other LAZ Parking employees
21 currently and formerly employed by Defendants pursuant to California law;
- 22 5. For all minimum wages and overtime compensation owed pursuant to Labor
23 Code §§ 510, 1194, 1197.1, and any other applicable law;
- 24 6. For premium wages under Labor Code § 226.7 and any other applicable law;
- 25 7. For damages pursuant to Labor Code §§ 226, 226.8(c), 246, Civil Code §
26 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;
11. For injunctive relief pursuant to Labor Code § 266(h), Business and Professions Code § 17203 and any other applicable law;
12. For restitution for Defendants' unfair, unlawful, and fraudulent business practices;
13. For reasonable attorneys' fees and costs of suit pursuant to Labor Code §§ 218.5, 266(h), 266(e)(1), 1194, 2802, Code of Civil Procedure § 1021.5, the "common fund" theory, the "substantial benefit" theory and any other applicable law, theory or doctrine;
14. For pre-judgment and post-judgment interest as provided by California law;
15. For appropriate equitable relief pursuant to California law; and
16. For any and all other relief the Court may deem just and proper.

Dated: January 13, 2026

CONSUMER AND EMPLOYMENT LAWYERS

By: *Alicja Urtnowski*
R. Craig Clark
Alicja A. Urtnowski
Attorneys for Plaintiffs

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1 **DEMAND FOR JURY TRIAL**

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

3 Dated: January 13, 2026

CONSUMER AND EMPLOYMENT LAWYERS

4 By: *Alicja Urtnowski*
5 R. Craig Clark
6 Alicja A. Urtnowski
7 *Attorneys for Plaintiffs*
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EXHIBIT 1



**CONSUMER &
EMPLOYMENT**
LAWYERS

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September 17, 2024

Transmitted via Online Upload

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

RE: Moises Benitez and Walter David Rodriguez v. LAZ PARKING CALIFORNIA LLC and Alan Lazowski

Dear PAGA Administrator,

The purpose of this correspondence is to notify you that **Moises Benitez and Walter David Rodriguez** ("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 **LAZ PARKING CALIFORNIA LLC and Alan Lazowski** ("LAZ 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

Moises Benitez has been employed by LAZ Parking as a non-exempt hourly employee since approximately March 2021. Walter David Rodriguez has been employed by LAZ Parking as a non-exempt hourly employee since approximately mid 2022. Throughout their employment, Plaintiffs have been assigned to work for LAZ Parking at multiple locations in California. For example, Moises Benitez has been assigned to work at various locations including JW Marriot Anaheim, Ritz Carlton Laguna Niguel, and VEA Newport Beach. Walter David



Rodriguez has been assigned to work at various locations including Hyatt Irvine, and JW Marriot in Orange County.

LAZ PARKING CALIFORNIA LLC is a Connecticut limited liability company that does business in California. It is in the business of providing services in hospitality, parking and valet services. See <https://www.lazparking.com>.

Alan Lazowski is believed to have incorporated LAZ Parking, and is also believed to have been the Chief Executive Officer of LAZ Parking during Plaintiffs' employment. Mr. Lazowski is believed to have been employed by LAZ Parking and is alleged to have acted on behalf of LAZ Parking and/or to have acted individually or as an officer, agent, or employee of LAZ Parking. Therefore, Mr. Lazowski 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 LAZ 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 LAZ 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 LAZ 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 LAZ 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 LAZ 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 LAZ 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 LAZ Parking. *Atempa v. Pedrazzani*, 27 Cal.App.5th at 811-813.



I. LAZ 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, 1182.12, 1194, 1197, 1197.1, 1198 and 1199 and IWC Wage Order No. 4-2001.

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, 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, 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, subdiv. 20(A).

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

As a policy, practice, guideline, procedure and/or culture, LAZ 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 LAZ 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. Plaintiffs and other Employees are also often 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 are also required to clean at the end of the shift, often after clocking out. They are often instructed by LAZ Parking to punch out, and keep working in order to finish the assigned jobs. For example, Plaintiffs allege they regularly had to stay longer after clocking



out, often up to 30 min after clocking out, in order to clean the work areas. 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 LAZ Parking deducts from their time records as “meal breaks,” even though the Employees are not provided with a legally compliant meal break. LAZ 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 and cleaning.

LAZ 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, LAZ 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 LAZ 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 LAZ 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 asserts they and other Employees were often required to perform work on behalf of LAZ Parking outside of the work hours recorded by LAZ 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 LAZ 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, LAZ 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 LAZ 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, LAZ Parking did not pay its non-exempt employees in accordance with California law.

Moreover, LAZ Parking promised Plaintiffs and other Employees non-discretionary bonuses, tips and/or incentive wages as part of their compensation when working on behalf of LAZ Parking. However, Plaintiffs allege LAZ Parking regularly failed to pay that compensation as promised and/or expected. In addition, when calculating the regular rate of pay in order to pay overtime and meal and rest break premiums to Plaintiffs and the Employees, LAZ Parking failed to include the bonuses/incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest break premium pay. As such, LAZ Parking underpaid its Employees for overtime compensation, as well as meal and rest break premiums.

Additionally, Plaintiffs allege that LAZ Parking fails to timely pay all earned wages. For instance, the paychecks Plaintiffs and other Employees receive from LAZ 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 LAZ Parking of the error, LAZ Parking did not promptly remedy the issues by paying all wages earned and due.

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

II. LAZ Parking Secretly Underpaid Wages In Violation Of Labor Code § 223

Labor Code § 223 provides "[w]here any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract."

As a policy, practice, guideline and/or procedure, LAZ Parking promised Plaintiffs and other Employees non-discretionary bonuses, tips and/or incentive wages as part of their compensation when working on behalf of LAZ Parking. However, Plaintiffs allege LAZ Parking regularly failed to pay that compensation as promised. In addition, when calculating the regular rate of pay in order to pay overtime and meal and rest break premiums to Plaintiffs and the Employees, LAZ Parking failed to include the bonuses/incentive compensation as



part of the employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest break premium pay. As such, LAZ Parking underpaid its Employees for overtime compensation, as well as meal and rest break premiums. Therefore, LAZ Parking had a uniform policy, practice, guideline, and/or procedure of "secretly" paying a lower wage to its Employees in violation of Labor Code § 223.

III. LAZ Parking Misappropriates Gratuity In Violation Of Labor Code § 351

Labor Code Section 351 prohibits employers and their agents from sharing in or keeping any portion of a gratuity left for or given to one or more employees by a patron. Furthermore it is illegal for employers to make wage deductions from gratuities, or from using gratuities as direct or indirect credits against an employee's wages. The law further states that gratuities are the sole property of the employee or employees to whom they are given. "Gratuity" is defined in the Labor Code as a tip, gratuity, or money that has been paid or given to or left for an employee by a patron of a business over and above the actual amount due for services rendered or for goods, food, drink, articles sold or served to patrons. Labor Code § 351 states:

"No employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any amount from wages due an employee on account of a gratuity, or require an employee to credit the amount, or any part thereof, of a gratuity against and as a part of the wages due the employee from the employer. Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for. An employer that permits patrons to pay gratuities by credit card shall pay the employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions for any credit card payment processing fees or costs that may be charged to the employer by the credit card company. Payment of gratuities made by patrons using credit cards shall be made to the employees not later than the next regular payday following the date the patron authorized the credit card payment."

Plaintiffs allege that LAZ Parking misappropriates, withholds and/or fails to pay the tips to them and other Employees. Plaintiffs assert LAZ Parking regularly collect, take, or receive the gratuity or a portion thereof. Plaintiffs also allege that LAZ Parking, its owners, managers and/or supervisors often share in or keep a portion of the tips in violation of California law. As a result, Plaintiffs and other Employees do not receive the tips they were promised, expecting, and/or owed under the California law.



Moreover, Plaintiffs allege LAZ Parking fails to pay the tips to its Employees “not later than the next regular payday” in violation of Labor Code Section 351. Plaintiffs allege that the tips are often not paid and/or missing for weeks: when Employees complain about it to their supervisors, LAZ Parking supervisors attempt to shift the blame on the LAZ Parking payroll department. Plaintiffs and other Employees often are forced to follow up multiple times about the payments of the tips, often with no result. Thus, LAZ Parking violates Labor Code § 351 by misappropriating gratuities.

IV. LAZ 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

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

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

As discussed herein, Plaintiffs contend that LAZ 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, LAZ Parking often adjusted its' Employees timesheets to reflect meal breaks, even though a compliant meal break was not taken.

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

Plaintiffs assert that LAZ 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 LAZ Parking requires Employees to carry a personal cell phone for the entire duration of their work shift, including during meal periods. LAZ Parking Employees were also expected to be readily available to perform work on behalf of LAZ Parking during meal periods, such as by responding to calls and/or messages, among other things. As a result, LAZ 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, LAZ Parking compelled, encouraged and/or otherwise directed its non-exempt employees to work through their meal periods.



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

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

Moreover, as discussed above, when calculating the regular rate of pay in order to pay overtime and meal and rest break premiums to Plaintiffs and the Employees, LAZ Parking failed to include the bonuses/incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest break premium pay. As such, LAZ Parking underpaid its Employees for overtime compensation, as well as meal and rest break premiums.

Based on the foregoing, Plaintiffs contend LAZ 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.

V. LAZ 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

IWC Wage Order No. 4-2001, 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, 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 LAZ Parking typically work more than 4 hours per workday. However, Plaintiffs allege that as a policy, practice, guideline, procedure and/or culture, LAZ 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 LAZ 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, assist customers, and clean, among other duties, as discussed herein.

In addition, Plaintiffs allege that LAZ 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 LAZ 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. LAZ Parking's conduct thus constitutes a violation of California law.

VI. LAZ Parking Failed to Timely Pay Wages Owed Upon Termination in Violation of Labor Code §§ 201-203, 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 LAZ 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, LAZ 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 LAZ Parking Employees for non-compliant meal and/or rest periods.

In addition, Plaintiffs and other Employees earned and accrued vested vacation and holiday time on the date of termination under LAZ Parking's vacation policies and California law.



Plaintiffs allege LAZ Parking underpays accrued vested vacation wages to Employees by failing to pay such wages at the regular rate of pay, which should be the higher proper rate including all bonuses/incentive wages. Instead of paying vacation wages at the regular rate of pay that includes bonuses/incentive wages, LAZ Parking underpaid vacation wages to Employees at their base rates of pay. As such, LAZ Parking failed to pay Employees all vested vacation time as wages due upon employment termination in violation of Labor code 227.3. Similarly, LAZ Parking underpaid waiting time penalties to Employees at their base rates of pay, rather than including the bonuses/incentive compensation into the waiting time penalty calculation.

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

VII. LAZ 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 LAZ 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 LAZ 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 LAZ Parking's failure to account for all time worked.

Plaintiffs further allege LAZ Parking underpaid sick pay wages to Plaintiffs and other Employees by failing to pay such wages at the regular rate of pay. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt employees be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. As discussed herein, LAZ Parking regularly compensated Plaintiffs and other Employees through bonuses/incentive wages, which increased their regular rate of pay. However, when the sick pay was paid, it was paid at the base rate of pay, as opposed to the correct, higher regular rate of pay, as required by Labor Code Section 246.



Plaintiffs also contend that LAZ 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, LAZ Parking has failed to comply with California law.

VIII. LAZ Parking Failed to Furnish Legally Compliant Wage Statements in Violation of Labor Code §§ 226, 226.3 and IWC Wage Order No. 4-2001

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, subdiv. 7(A).

LAZ 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 LAZ Parking failed to provide wage statements that accurately reflect the gross wages and/or net wages earned due to LAZ 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.

LAZ 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 LAZ Parking Employees in violation of California law.

During the statutory period, LAZ 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 LAZ Parking Employees.



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

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, subdivs. 7, 19 and 20.

As discussed herein, LAZ 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 LAZ Parking Employees.

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

X. LAZ 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 LAZ Parking failed to maintain a copy of all documents signed by Employees that relate to their hiring by and/or employment with LAZ 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 LAZ Parking has failed to comply with California law.



XI. LAZ 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

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, LAZ Parking requires its Employees to wear a distinctive uniform as a condition of their employment. In addition, LAZ Parking requires its Employees to wear specific apparel while working on behalf of LAZ Parking, including black shoes, black pants, black shirt, white shirt, white vest, and white tie. As a practice or procedure, LAZ Parking neither provides Employees with black shoes, black pants, black shirt, white shirt, white vest, and white tie, 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, LAZ Parking fails to reimburse Employees for a percentage of the cell phone bill.

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

XII. 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 LAZ 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, LAZ 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 LAZ 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 LAZ Parking.

Sincerely,

Consumer & Employment Lawyers



R. Craig Clark
Alicja A. Urtnowski

Cc: *Via Certified Mail*

LAZ PARKING CALIFORNIA LLC
CSC - LAWYERS INCORPORATING SERVICE
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SACRAMENTO, CA 95833

Alan Lazowski
One Financial Plaza, 14th floor,
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EXHIBIT 2



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October 31, 2025

Transmitted via Online Upload

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

RE: Moises Benitez and Walter David Rodriguez v. LAZ PARKING CALIFORNIA LLC and Alan Lazowski

Amended Notice of Labor Code Violations Pursuant to Labor Code § 2699.3 LWDA Case

Number: LWDA-CM-1051084-24

Dear PAGA Administrator,

Consumer and Employment Lawyers represents **Moises Benitez and Walter David Rodriguez** ("Plaintiffs") in the above-captioned matter. This Amended PAGA Notice relates back to the Original PAGA Notice filed with the LWDA on or about September 17, 2024. The purpose of this Amended PAGA Notice is to inform you that Plaintiffs, on behalf of themselves and all others similarly situated, 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 and/or legal representative for **LAZ PARKING CALIFORNIA LLC and Alan Lazowski** ("LAZ Parking"). 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

Moises Benitez has been employed by LAZ Parking as a non-exempt hourly employee since approximately March 2021. Walter David Rodriguez has been employed by LAZ Parking as a non-exempt hourly employee since approximately mid 2022. Throughout their employment,



Plaintiffs have been assigned to work for LAZ Parking at multiple locations in California. For example, Moises Benitez has been assigned to work at various locations including JW Marriot Anaheim, Ritz Carlton Laguna Niguel, and VEA Newport Beach. Walter David Rodriguez has been assigned to work at various locations including Hyatt Irvine, and JW Marriot in Orange County.

LAZ PARKING CALIFORNIA LLC is a Connecticut limited liability company that does business in California. It is in the business of providing services in hospitality, parking and valet services. See <https://www.lazparking.com>.

Alan Lazowski is believed to have incorporated LAZ Parking, and is also believed to have been the Chief Executive Officer of LAZ Parking during Plaintiffs' employment. Mr. Lazowski is believed to have been employed by LAZ Parking and is alleged to have acted on behalf of LAZ Parking and/or to have acted individually or as an officer, agent, or employee of LAZ Parking. Therefore, Mr. Lazowski 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 LAZ 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 LAZ 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 LAZ 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 LAZ 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 LAZ 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 LAZ 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 LAZ Parking. *Atempa v. Pedrazzani*, 27 Cal.App.5th at 811-813.

I. LAZ Parking Failed to Pay Minimum, Regular, Overtime and/or Double Time Wages in Violation of Labor Code §§ 204, 206, 210, 212, 216, 218, 221, 225.5, 510, 558, 1182.12, 1182.14, 1182.15, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 and IWC Wage Order No. 4-2001.

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, 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, 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, subdiv. 20(A). Labor Code Sections 1182.14 and 1182.15 further establish the state's Health Care Worker Minimum Wage Law, which provides for minimum wage for healthcare employees.

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

As a policy, practice, guideline, procedure and/or culture, LAZ 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 LAZ 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. Plaintiffs and other Employees are also often



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 are also required to clean at the end of the shift, often after clocking out. They are often instructed by LAZ Parking to punch out, and keep working in order to finish the assigned jobs. For example, Plaintiffs allege they regularly had to stay longer after clocking out, often up to 30 min after clocking out, in order to clean the work areas. 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 LAZ Parking deducts from their time records as “meal breaks,” even though the Employees are not provided with a legally compliant meal break. LAZ 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 and cleaning.

LAZ 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, LAZ 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 LAZ 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 LAZ 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 asserts they and other Employees were often required to perform work on behalf of LAZ Parking outside of the work hours recorded by LAZ 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 LAZ 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, LAZ 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 LAZ 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, LAZ Parking did not pay its non-exempt employees in accordance with California law.

Moreover, LAZ Parking promised Plaintiffs and other Employees non-discretionary bonuses, tips and/or incentive wages as part of their compensation when working on behalf of LAZ Parking. However, Plaintiffs allege LAZ Parking regularly failed to pay that compensation as promised and/or expected. In addition, when calculating the regular rate of pay in order to pay overtime and meal and rest break premiums to Plaintiffs and the Employees, LAZ Parking failed to include the bonuses/incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest break premium pay. As such, LAZ Parking underpaid its Employees for overtime compensation, as well as meal and rest break premiums.

Plaintiffs also allege LAZ Parking failed to pay the minimum wages to its healthcare employees in violation of Labor Code Sections 1182.14 and 1182.15.

Additionally, Plaintiffs allege that LAZ Parking fails to timely pay all earned wages. For instance, the paychecks Plaintiffs and other Employees receive from LAZ 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 LAZ Parking of the error, LAZ Parking did not promptly remedy the issues by paying all wages earned and due.

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

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II. LAZ Parking Secretly Underpaid Wages In Violation Of Labor Code § 223

Labor Code § 223 provides “[w]here any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.”

As a policy, practice, guideline and/or procedure, LAZ Parking promised Plaintiffs and other Employees non-discretionary bonuses, tips and/or incentive wages as part of their compensation when working on behalf of LAZ Parking. However, Plaintiffs allege LAZ Parking regularly failed to pay that compensation as promised. In addition, when calculating the regular rate of pay in order to pay overtime and meal and rest break premiums to Plaintiffs and the Employees, LAZ Parking failed to include the bonuses/incentive compensation as part of the employees’ “regular rate of pay” for purposes of calculating overtime pay and meal and rest break premium pay. As such, LAZ Parking underpaid its Employees for overtime compensation, as well as meal and rest break premiums. Therefore, LAZ Parking had a uniform policy, practice, guideline, and/or procedure of “secretly” paying a lower wage to its Employees in violation of Labor Code § 223.

III. LAZ Parking Misappropriates Gratuity In Violation Of Labor Code § 351

Labor Code Section 351 prohibits employers and their agents from sharing in or keeping any portion of a gratuity left for or given to one or more employees by a patron. Furthermore it is illegal for employers to make wage deductions from gratuities, or from using gratuities as direct or indirect credits against an employee’s wages. The law further states that gratuities are the sole property of the employee or employees to whom they are given. “Gratuity” is defined in the Labor Code as a tip, gratuity, or money that has been paid or given to or left for an employee by a patron of a business over and above the actual amount due for services rendered or for goods, food, drink, articles sold or served to patrons. Labor Code § 351 states:

“No employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any amount from wages due an employee on account of a gratuity, or require an employee to credit the amount, or any part thereof, of a gratuity against and as a part of the wages due the employee from the employer. Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for. An employer that permits patrons to pay gratuities by credit card shall pay the employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions for any credit



card payment processing fees or costs that may be charged to the employer by the credit card company. Payment of gratuities made by patrons using credit cards shall be made to the employees not later than the next regular payday following the date the patron authorized the credit card payment.”

Plaintiffs allege that LAZ Parking misappropriates, withholds and/or fails to pay the tips to them and other Employees. Plaintiffs assert LAZ Parking regularly collect, take, or receive the gratuity or a portion thereof. Plaintiffs also allege that LAZ Parking, its owners, managers and/or supervisors often share in or keep a portion of the tips in violation of California law. As a result, Plaintiffs and other Employees do not receive the tips they were promised, expecting, and/or owed under the California law.

Moreover, Plaintiffs allege LAZ Parking fails to pay the tips to its Employees “not later than the next regular payday” in violation of Labor Code Section 351. Plaintiffs allege that the tips are often not paid and/or missing for weeks: when Employees complain about it to their supervisors, LAZ Parking supervisors attempt to shift the blame on the LAZ Parking payroll department. Plaintiffs and other Employees often are forced to follow up multiple times about the payments of the tips, often with no result. Thus, LAZ Parking violates Labor Code § 351 by misappropriating gratuities.

IV. LAZ 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

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

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

As discussed herein, Plaintiffs contend that LAZ 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, LAZ Parking often adjusted its' Employees timesheets to reflect meal breaks, even though a compliant meal break was not taken.

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

Plaintiffs assert that LAZ 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 LAZ Parking requires Employees to carry a personal cell phone for the entire duration of their work shift, including during meal periods. LAZ Parking Employees were also expected to be readily available to perform work on behalf of LAZ



Parking during meal periods, such as by responding to calls and/or messages, among other things. As a result, LAZ 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, LAZ Parking compelled, encouraged and/or otherwise directed its non-exempt employees to work through their meal periods.

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

In addition, Plaintiffs allege that LAZ Parking failed to provide Plaintiffs and other Employees with suitable seating. Labor Code Section 1198, Wage Order No. 4, Section 14, and otherwise failed to furnish a safe and healthful work environment in violation of Labor Code sections 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, and 6407. Plaintiffs allege LAZ Parking regularly did not provide Employees with any break rooms, nor a place to sit throughout the entire duration of their shifts. LAZ Parking further did not allow Employees to sit when it did not interfere with the performance of their duties, including during breaks, nor did it implement policies, practices, and/or procedures to furnish adequate safeguards, maintain injury prevention programs, and make the work environment safe.

Moreover, as discussed above, when calculating the regular rate of pay in order to pay overtime and meal and rest break premiums to Plaintiffs and the Employees, LAZ Parking failed to include the bonuses/incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest break premium pay. As such, LAZ Parking underpaid its Employees for overtime compensation, as well as meal and rest break premiums.

Based on the foregoing, Plaintiffs contend LAZ 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.

V. LAZ 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

IWC Wage Order No. 4-2001, 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, 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 LAZ Parking typically work more than 4 hours per workday. However, Plaintiffs allege that as a policy, practice, guideline, procedure and/or culture, LAZ 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 LAZ 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, assist customers, and clean, among other duties, as discussed herein.

In addition, Plaintiffs allege that LAZ 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 LAZ 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. LAZ Parking's conduct thus constitutes a violation of California law.

VI. LAZ Parking Failed to Timely Pay Wages Owed Upon Termination in Violation of Labor Code §§ 200-203, 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 LAZ 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, LAZ 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 LAZ Parking Employees for non-compliant meal and/or rest periods.

In addition, Plaintiffs and other Employees earned and accrued vested vacation and holiday time on the date of termination under LAZ Parking's vacation policies and California law. Plaintiffs allege LAZ Parking underpays accrued vested vacation wages to Employees by failing to pay such wages at the regular rate of pay, which should be the higher proper rate including all bonuses/incentive wages. Instead of paying vacation wages at the regular rate of pay that includes bonuses/incentive wages, LAZ Parking underpaid vacation wages to Employees at their base rates of pay. As such, LAZ Parking failed to pay Employees all vested vacation time as wages due upon employment termination in violation of Labor code 227.3. Similarly, LAZ Parking underpaid waiting time penalties to Employees at their base rates of pay, rather than including the bonuses/incentive compensation into the waiting time penalty calculation.

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

VII. LAZ 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 LAZ 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 LAZ 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 LAZ Parking's failure to account for all time worked.

Plaintiffs further allege LAZ Parking underpaid sick pay wages to Plaintiffs and other Employees by failing to pay such wages at the regular rate of pay. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt employees be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. As discussed herein, LAZ Parking regularly compensated Plaintiffs and other Employees through bonuses/incentive wages, which increased their regular rate of pay. However, when the sick pay was paid, it was paid at the base rate of pay, as opposed to the correct, higher regular rate of pay, as required by Labor Code Section 246.

Plaintiffs also contend that LAZ 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, LAZ Parking has failed to comply with California law.

VIII. LAZ Parking Failed to Furnish Legally Compliant Wage Statements in Violation of Labor Code §§ 226, 226.3 and IWC Wage Order No. 4-2001

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, subdiv. 7(A).

LAZ 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 LAZ Parking failed to provide wage statements that accurately reflect the gross wages and/or net wages earned due to LAZ 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.

LAZ 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 LAZ Parking Employees in violation of California law.

During the statutory period, LAZ 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 LAZ Parking Employees.

IX. LAZ Parking Failed to Maintain Accurate Payroll Records in Violation of California Labor Code §§ 226(a), 1174, and 1174.5 and IWC Wage Order No. 4-2001

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, subdivs. 7, 19 and 20.

As discussed herein, LAZ 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 LAZ Parking Employees.

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

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X. LAZ 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 LAZ Parking failed to maintain a copy of all documents signed by Employees that relate to their hiring by and/or employment with LAZ 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 LAZ Parking has failed to comply with California law.

XI. LAZ 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

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, LAZ Parking requires its Employees to wear a distinctive uniform as a condition of their employment. In addition, LAZ Parking requires its Employees to wear specific apparel while working on behalf of LAZ Parking, including black shoes, black pants, black shirt, white shirt, white vest, and white tie. As a practice or procedure, LAZ Parking neither provides Employees with black shoes, black pants, black shirt, white shirt, white vest, and white tie, 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, LAZ Parking fails to reimburse Employees for a percentage of the cell phone bill.

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

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XII. 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 LAZ 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, LAZ 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 LAZ 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 LAZ Parking.

Sincerely,

Consumer & Employment Lawyers



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Alicja A. Urtnowski

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Cc:

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Benitez, et al. v. LAZ PARKING CALIFORNIA LLC, et al.
Orange County Superior Court, Case No. 30-2024-01441429-CU-OE-CXC

1. FIRST AMENDED COMPLAINT

/s/ Karen Martinez
Karen Martinez