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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN DIEGO**

14 RUFINO GONZALEZ, individually and on
15 behalf of all other aggrieved employees,

16 Plaintiff,

17 v.

18 FOX AUTO PARKS, INC.; and DOES 1
19 through 10, inclusive,

20 Defendants.

Case No. 25CU004248C

COMPLAINT FOR:

1. Failure to Pay All Wages;
2. Meal Period Violations (Labor Code §§ 226.7, 512, 558);
3. Rest Period Violations (Labor Code §§ 226.7, 516, 558);
4. Failure to Indemnify All Necessary Business Expenditures (Labor Code §§ 2802, 2804);
5. Wage Statement Violations (Labor Code § 226 *et seq.*);
6. Unfair Competition (Bus. & Prof. Code § 17200 *et seq.*); and
7. Civil Penalties and Injunctive Relief under the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*)

**REQUEST FOR PUBLIC
INJUNCTIVE RELIEF**

DEMAND FOR JURY TRIAL

1 Plaintiff Rufino Gonzalez (“Plaintiff”), individually and on behalf of all other aggrieved
2 employees, hereby brings this individual and representative action Complaint against Fox Auto Parks,
3 Inc. and DOES 1 through 10 inclusive (collectively, “Defendants”), and hereby alleges with
4 knowledge with respect to his own acts and on information and belief as to other matters as follows:

5 **INTRODUCTION**

6 1. Plaintiff hereby brings this Complaint for recovery of unpaid wages and penalties under
7 California Business and Professions Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226, 226.7, 510,
8 512, 516, 558, 1194, 1194.2, 1197, 1198, 2802, and 2804, and the applicable Industrial Welfare
9 Commission Wage Order, in addition to seeking injunctive relief, declaratory relief, and restitution.

10 2. Plaintiff also brings a representative action, under Labor Code §§ 2698, *et seq.*, on
11 behalf of all other current and former employees of Defendants employed in California during the
12 PAGA Period, including exempt, non-exempt, and/or misclassified employees (collectively,
13 “Aggrieved Employees”). The term “PAGA Period” is defined as commencing from one year prior to
14 the submission of Plaintiff’s notice of Labor Code violations to the Labor and Workforce Development
15 Agency (“LWDA”) and Defendants through the date of final judgment.

16 3. This representative action is brought under, *inter alia*, the California Industrial Welfare
17 Commission (“IWC”) Wage Orders and applicable provisions of the California Code of Regulations,
18 California Code of Civil Procedure § 1021.5, and Labor Code §§ 201, 202, 203, 204, 206, 210, 221,
19 223, 224, 226, 226.3, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
20 1198, 1199, 2800, 2802, and 2804.

21 4. Defendants have engaged in a systematic pattern of wage and hour violations under the
22 Labor Code. During the PAGA Period, Defendants maintained a consistent practice and policy of
23 violating state wage and hour laws by, among other things, failing to timely pay all wages (including
24 minimum, overtime, and double time wages, sick pay, and vacation pay at termination), failing to
25 provide compliant meal periods or compensation in lieu thereof, failing to provide compliant rest
26 periods or compensation in lieu thereof, failing to reimburse necessary business expenditures, failing
27 to timely pay all wages due upon separation of employment, failing to provide accurate itemized wage
28 statements, and failing to maintain accurate records. Accordingly, Plaintiff brings this representative

1 action for recovery of civil penalties and injunctive relief under Labor Code §§ 2698 *et seq.*

2 **JURISDICTION AND VENUE**

3 5. This Court has jurisdiction over Defendants because, upon information and belief,
4 Defendants are citizens of California, Defendants have sufficient minimum contacts in California, or
5 otherwise intentionally avail themselves to the California market so as to render the exercise of
6 jurisdiction over them by the California courts consistent with the traditional notions of fair play and
7 substantial justice.

8 6. Venue in this County is proper under Business & Professions Code § 17203 and
9 California Code of Civil Procedure § 395.5 because a substantial part of Defendants' unlawful
10 conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants conduct
11 substantial business in this County, and/or Defendants' liability arose in this County.

12 **PARTIES**

13 7. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
14 Plaintiff was, and currently is, a California resident. Within the statute of limitations periods applicable
15 to each cause of action pled in this Complaint, Plaintiff was employed by Defendants as a non-exempt
16 employee. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of in this
17 Complaint, lost money and/or property, and has been deprived of the rights guaranteed by Business
18 and Professions Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1194,
19 1194.2, 1197, 1198, 2698 *et seq.*, 2802, and 2804, and the applicable Wage Order.

20 8. Defendant Fox Auto Parks, Inc. is a California corporation. Fox Auto Parks, Inc. is,
21 and at all relevant times was, an employer subject to California state wage and hour laws. Plaintiff is
22 informed, believes, and thereon alleges that the practices and policies Fox Auto Parks, Inc. that are
23 complained of by way of this Complaint were implemented during the PAGA Period.

24 9. Plaintiff does not know the true names or capacities, whether individual, partner, or
25 corporate, of the defendants sued herein as DOES 1 to 10, inclusive, and for that reason, said
26 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to further
27 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
28 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,

1 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and
2 proximately caused Plaintiff and other Aggrieved Employees to be subject to the unlawful
3 employment practices, wrongs, injuries and damages complained of herein.

4 10. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
5 herein, Defendants were and are the employers of Plaintiff and other Aggrieved Employees.

6 11. At all relevant times, each of said Defendants participated in the doing of the acts
7 hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and
8 each of them, were the agents, servants, and employees of each and every one of the other Defendants,
9 as well as the agents of all Defendants, and at all times herein mentioned were acting within the course
10 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
11 and/or otherwise ratified each and every one of the acts or omissions complained of in this Complaint.

12 12. At all times mentioned herein, Defendants, and each of them, were members of and
13 engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope
14 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges
15 that all Defendants were joint employers for all purposes of Plaintiff and other Aggrieved Employees.

16 **GENERAL ALLEGATIONS**

17 13. Defendants provide airport and cruise parking and shuttle services to their customers
18 in Los Angeles and San Diego.

19 14. Defendants have consistently maintained and enforced unlawful employment practices
20 and policies against Plaintiff and other Aggrieved Employees which violate the Labor Code and IWC
21 Wage Orders.

22 15. **Unpaid Wages:** Plaintiff is informed, believes, and thereon alleges that during the
23 PAGA Period, Defendants failed to pay Plaintiff and other Aggrieved Employees minimum, regular,
24 overtime, and/or double time wages for all hours worked at the legally mandated rates. During the
25 PAGA Period, Plaintiff and other Aggrieved Employees regularly worked more than eight (8), 10,
26 and/or 12 hours per workday and/or over 40 hours per workweek. During the PAGA Period,
27 Defendants required Plaintiff and other Aggrieved Employees to complete work-related tasks off the
28 clock, including communicating with Defendants and working through meal periods. Defendants also

1 shaved Plaintiff and other Aggrieved Employees' time by, among other things, auto-deducting
2 employees' meal periods, regardless of whether employees were authorized and permitted timely off-
3 duty 30-minute meal periods. In addition, on information and belief, Defendants failed to accurately
4 calculate the regular rate of pay by, among other things, failing to include a remuneration when
5 calculating the rate of pay for overtime, double time, meal and rest period premiums, and sick pay.
6 Accordingly, Defendants violated the Labor Code and the applicable IWC Wage Orders.

7 16. **Meal Period Violations:** Plaintiff is informed, believes, and thereon alleges that during
8 the PAGA Period, Defendants failed to authorize and permit and/or make available to aggrieved
9 employees timely off-duty 30-minute meal periods within the appropriate time intervals required by
10 Labor Code § 512 and § 11 of the applicable IWC Wage Order(s). Specifically, Plaintiff and other
11 Aggrieved Employees frequently had their meal periods shortened, interrupted, late, and/or missed
12 altogether due to Defendants' policies/practices, including understaffing and prioritizing work
13 demands over taking compliant breaks. Defendants also shaved Plaintiff and other Aggrieved
14 Employees' time by auto-deducting employees' meal periods, regardless of whether employees were
15 authorized and permitted timely off-duty 30- minute meal periods. Accordingly, Defendants also
16 rounded Plaintiff and other Aggrieved Employees' meal period punches. Therefore, Defendants failed
17 to authorize and permit and/or make available to Plaintiff and other Aggrieved Employees timely,
18 uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours
19 and/or 10 hours in a workday, and failed to compensate Plaintiff and other Aggrieved Employees with
20 an additional hour of pay at their regular rate of pay for every day in which they were denied a
21 compliant meal period, in violation of Labor Code §§ 226.7 and 512, and the applicable IWC Wage
22 Orders. Accordingly, Defendants violated the Labor Code and the applicable IWC Wage Orders.

23 17. **Rest Period Violations:** Plaintiff is informed, believes, and thereon alleges that during
24 the PAGA Period, Defendants failed to permit Plaintiff and other Aggrieved Employees to take all of
25 their statutorily entitled 10-minute rest periods for every four (4) hours worked or major fraction
26 thereof or provide compensation in lieu thereof in violation of the Labor Code and IWC Wage Orders.
27 Plaintiff and other Aggrieved Employees regularly missed their rest breaks or had them interrupted or
28 governed by Defendants' practices and policies. Specifically, as a result of Defendants' staffing and

1 scheduling policies/practices, Defendants failed to authorize and permit Plaintiff to take any rest
2 periods. Notwithstanding the above rest break violations, Defendants failed to compensate Plaintiff
3 and other Aggrieved Employees with an additional hour of pay at their regular rate of pay for every
4 day in which they suffered a rest period violation. Accordingly, Defendants violated the Labor Code
5 and the applicable IWC Wage Orders.

6 18. **Unreimbursed Business Expenses:** Plaintiff is informed, believes, and thereon alleges
7 that during the PAGA Period, Defendants failed to reimburse Plaintiff and other Aggrieved Employees
8 for necessary business expenses incurred in the performance of their duties in violation of the Labor
9 Code and IWC Wage Orders. For example, Plaintiff and other Aggrieved Employees were required to
10 use their personal cell phones for work-related tasks, including communicating with Defendants'
11 management, supervisors, or employees when Defendants' radios were not working properly, without
12 reimbursement. Accordingly, Defendants violated Labor Code §§ 2800, 2802, and 2804. Accordingly,
13 Defendants violated the Labor Code and applicable IWC Wage Orders.

14 19. **Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and
15 other Aggrieved Employees who separated from their employment with Defendants during the
16 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,
17 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation
18 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, including
19 minimum wages and premium pay.

20 20. **Wage Statement Violations:** Defendants knew or should have known that Plaintiff
21 and other Aggrieved Employees were entitled to receive complete and accurate wage statements. In
22 violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were
23 not furnished with complete and accurate wage statements that show all information required by Labor
24 Code §§ 226 *et seq.*, including, but not limited to, the gross and net wages earned, the total hours
25 worked, all applicable hourly rates in effect during the pay period, and the corresponding number of
26 hours worked at each hourly rate.

27 21. **Failure to Keep Accurate Records:** Defendants knew or should have known that
28 Defendants were required to keep accurate records of the hours worked by Plaintiff and other

1 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records
2 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,
3 and/or omissions described throughout this Complaint.

4 22. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
5 willful.

6 **FIRST CAUSE OF ACTION**

7 **Failure to Pay All Wages**

8 **(Against All Defendants)**

9 23. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
10 fully set forth herein.

11 24. At all relevant times, Defendants had a duty to comply with Labor Code §§ 204, 206,
12 210, 218, 221, 222, 223, 224, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the
13 applicable IWC Wage Orders and California Code of Regulations.

14 25. Labor Code § 204 and the IWC Wage Orders require timely payment of all wages owed
15 on regularly scheduled paydays at least twice during each calendar month, on days designated in
16 advance by the employer as the regular paydays. All wages earned in excess of the normal work
17 period must be paid no later than the payday for the next regular payroll period.

18 26. Labor Code § 206 provides that in case of a dispute over wages, the employer shall
19 pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the
20 employee all remedies he/she is otherwise entitled to as to any balance claimed.

21 27. Labor Code § 210 provides:

22 every person who fails to pay the wages of each employee as provided
23 in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
24 1197.5, shall be subject to a penalty as follows: (1) For any initial
25 violation, one hundred dollars (\$100) for each failure to pay each
26 employee. (2) For each subsequent violation, or any willful or
27 intentional violation, two hundred dollars (\$200) for each failure to pay
28 each employee, plus 25 percent of the amount unlawfully withheld.
(b) The penalty shall either be recovered by the employee as a statutory
penalty pursuant to Section 98 or by the Labor Commissioner as a civil
penalty through the issuance of a citation or pursuant to Section 98.3.

28 28. Labor Code § 221 provides "[i]t shall be unlawful for any employer to collect or receive

1 from an employee any part of wages theretofore paid by said employer to said employee.”

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

5 30. Labor Code § 224 prohibits any deduction from an employee’s wages which is not
6 either authorized by the employee in writing or permitted by law.

7 31. Labor Code § 246 requires employers to provide and allow employees to use at least
8 24 hours, or three days, of paid sick leave per year.

9 32. Labor Code § 227.3 requires employers to pay terminated employees for their unused
10 paid vacation time at their final rate of pay.

11 33. At all times relevant, Labor Code § 510, and applicable sections of the California Code
12 of Regulations and the IWC Wage Orders applied to Plaintiff’s work with Defendants. Labor Code §
13 510 and applicable provisions of the California Code of Regulations and IWC Wage Orders state that
14 any work performed in excess of eight hours in a workday and/or 40 hours in a workweek must be
15 paid at one and one-half times the employee’s regular rate of pay. Any work performed in excess of
16 12 hours in a workday must be compensated at the rate of no less than twice the regular rate of pay for
17 an employee.

18 34. Labor Code § 558 provides “[a]ny employer or other person acting on behalf of an
19 employer who violates, or causes to be violated, a section of this chapter or any provision regulating
20 hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil
21 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for
22 each pay period for which the employee was underpaid in addition to an amount to recover underpaid
23 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee
24 for each pay period for which the employee was underpaid in addition to an amount sufficient to
25 recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected
26 employee.”

27 35. Labor Code § 1182.12 sets forth the minimum hourly wage that must be paid to all
28 employees in California for all hours worked. Local minimum wage ordinances may provide for higher

1 minimum wage rates that must be paid to employees for all hours worked in those locales where each
2 local ordinance is in effect. Labor Code § 1197 affirms that it is unlawful to pay less than the state or
3 local minimum wage, whichever is higher, for any hour of work.

4 36. Labor Code § 1194 provides that any employee receiving less than the legal minimum
5 wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil
6 action the unpaid balance of the full amount of the minimum wage or overtime compensation,
7 including interest thereon, reasonable attorney's fees, and costs of suit.

8 37. Labor Code § 1194.2 authorizes the recovery of liquidated damages in an amount equal
9 to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

10 38. Labor Code § 1197 provides that the minimum wage for employees fixed by the
11 commission is the minimum wage to be paid to the employees, and the payment of a less wage than
12 minimum so fixed is unlawful.

13 39. Labor Code § 1198 prohibits employers from employing for longer hours or less
14 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
15 the Labor Commissioner.

16 40. The failure to pay at least minimum wages to Plaintiff for each and every hour worked
17 violates Labor Code §§ 1812.11-1812.12, 1194, 1194.2, and 1197; the applicable Wage Order; and
18 Business & Professions Code.

19 41. The failure to pay designated wages to Plaintiff for each and every hour worked violates
20 Labor Code §§ 221 and 223; the applicable Wage Order; and the Business & Professions Code.

21 42. Plaintiff is informed, believes, and thereon alleges that Defendants failed to pay
22 Plaintiff all wages for hours worked (including minimum, regular, overtime, and double time wages,
23 reporting time pay, and/or sick pay) by failing to accurately record all time worked, failing to
24 compensate Plaintiff for being on-call, time shaving, auto-deducting missed or short meal periods,
25 rounding time and meal period punches, and requiring off-the-clock work without compensation,
26 among other things.

27 43. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
28 Plaintiff has sustained and continue to sustain damages, including loss of earnings from minimum,

1 regular, overtime, and double time compensation due, in an amount to be established at trial, plus
2 prejudgment interest, attorneys' fees, and costs pursuant to statute.

3 44. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
4 conduct described herein, have committed an "intentional theft of wages in an amount greater than
5 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
6 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
7 the meaning of Penal Code § 487m. Specifically, Defendants have intentionally deprived Plaintiff of
8 wages, as defined in Labor Code § 200, gratuities, as defined in Labor Code § 350, benefits, or other
9 compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or other
10 compensation is due to Plaintiff under the law. Plaintiff is thus entitled to recover from Defendants
11 treble damages and costs, including reasonable attorneys' fees, pursuant to Penal Code § 496(c).

12 **SECOND CAUSE OF ACTION**

13 **Meal Period Violations (Labor Code §§ 226.7, 512, 558)**

14 **(Against All Defendants)**

15 45. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
16 fully set forth herein.

17 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in
18 their affirmative obligation to provide Plaintiff with all legally compliant meal periods in accordance
19 with the mandates of the California Labor Code and the applicable Wage Order. Despite Defendants'
20 violations, Defendants did not pay an additional hour of pay to Plaintiff at Plaintiff's respective regular
21 rate of compensation, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

22 47. As a result, Defendants are responsible for paying premium compensation for meal
23 period violations including interest thereon, statutory penalties, civil penalties, and costs of suit,
24 pursuant to Labor Code §§ 226.7, 512, 558, the applicable Wage Order, and Civil Code §§ 3287(b)
25 and 3289.

26 48. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
27 conduct described herein, have committed an "intentional theft of wages in an amount greater than
28 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars

1 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
2 the meaning of Penal Code § 487m. Specifically, Defendants have intentionally deprived Plaintiff of
3 wages, as defined in Labor Code § 200, gratuities, as defined in Labor Code § 350, benefits, or other
4 compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or other
5 compensation is due to Plaintiff under the law Plaintiff is informed, believes, and thereon alleges that
6 meal period premiums are wages, gratuities, benefits, or other compensation within the meaning of
7 Penal Code § 487m. Plaintiff is thus entitled to recover from Defendants treble damages and costs,
8 including reasonable attorneys’ fees, pursuant to Penal Code § 496(c).

9 **THIRD CAUSE OF ACTION**

10 **Rest Period Violations (Labor Code §§ 226.7, 516, 558)**

11 **(Against All Defendants)**

12 49. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
13 fully set forth herein.

14 50. California Labor Code §§ 226.7, 516 and 558 and the applicable Wage Order establish
15 the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4)
16 hour period worked, or major fraction thereof. Despite Defendants’ failure to authorize and permit
17 Plaintiff to take all legally complaint rest periods as alleged herein, Defendants did not pay Plaintiff
18 an additional hour of pay at Plaintiff’s respective regular rate for the rest periods that they failed to
19 authorize and permit Plaintiff to take, as required by Labor Code § 226.7.

20 51. Defendants’ policies and practices described herein are unlawful and create an
21 entitlement to recovery by Plaintiff in a civil action for the unpaid amount of rest period premiums
22 owing, including interests thereon, statutory penalties, civil penalties, attorneys’ fees, and costs of suit
23 according to California Labor Code §§ 226.7, 516, 558, the applicable Wage Order, and Civil Code
24 §§ 3287(b) and 3289.

25 52. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
26 conduct described herein, have committed an “intentional theft of wages in an amount greater than
27 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
28 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within

1 the meaning of Penal Code § 487m. Specifically, Defendants have intentionally deprived Plaintiff of
2 wages, as defined in Labor Code § 200, gratuities, as defined in Labor Code § 350, benefits, or other
3 compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or other
4 compensation is due to Plaintiff under the law Plaintiff is informed, believes, and thereon alleges that
5 rest period premiums are wages, gratuities, benefits, or other compensation within the meaning of
6 Penal Code § 487m. Plaintiff is thus entitled to recover from Defendants treble damages and costs,
7 including reasonable attorneys' fees, pursuant to Penal Code § 496(c).

8 **FOURTH CAUSE OF ACTION**

9 **Failure to Indemnify All Necessary Business Expenditures (Labor Code §§ 2802, 2804)**

10 **(Against All Defendants)**

11 53. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
12 fully set forth herein.

13 54. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
14 states that "an employer shall indemnify his or her employees for all necessary expenditures or losses
15 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her
16 obedience to the directions of the employer

17 55. Furthermore, at all relevant times herein, Defendants were subject to Labor Code §
18 2804, which states that "any contract or agreement, express or implied, made by any employee to
19 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
20 any employee or his personal representative of any right or remedy to which he is entitled under the
21 laws of this State."

22 56. Due to Defendants' unlawful policy and/or practice of failing to pay reimbursements
23 to Plaintiff, as alleged above, Defendants have violated Labor Code § 2802.

24 57. As a proximate result of Defendants' policies and/or practices in violation of Labor
25 Code §§ 2802 and 2804, Plaintiff suffered damages in sums, which will be shown according to proof.

26 58. Plaintiff is entitled to attorneys' fees and costs of suit pursuant to Labor Code § 2802(c)
27 for bringing this action.

28 59. Under Labor Code §2802(b), any action brought for the reimbursement of necessary

1 expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff is entitled to
2 interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

3 **FIFTH CAUSE OF ACTION**

4 **Wage Statement Violations (Labor Code § 226 *et seq.*)**

5 **(Against All Defendants)**

6 60. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
7 fully set forth herein.

8 61. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff with
10 complete and accurate itemized wage statements in violation of Labor Code § 226 *et seq.*

11 62. Defendants' failures in furnishing Plaintiff with complete and accurate itemized wage
12 statements resulted in injury, as said failures deprived Plaintiff of the information necessary to identify
13 the discrepancies in Defendants' reported data, and deprived Plaintiff of the information required to
14 be included under Labor Code § 226(a).

15 63. Defendants' failures create an entitlement to recovery by Plaintiff in a civil action for
16 all damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory penalties, civil
17 penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et*
18 *seq.*

19 **SIXTH CAUSE OF ACTION**

20 **Unfair Competition (Bus. & Prof. Code § 17200 *et seq.*)**

21 **(Against All Defendants)**

22 64. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
23 fully set forth herein.

24 65. Defendants have engaged and continue to engage in unfair and/or unlawful business
25 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by:
26 (a) failing to timely pay Plaintiff all wages owed; (b) failing to provide Plaintiff with all meal periods
27 to which Plaintiff is entitled, and failing to pay Plaintiff all meal period premium payments; (c) failing
28 to authorize and permit Plaintiff all rest periods to which Plaintiff is entitled, and failing to pay Plaintiff

1 rest period premium payments; (d) failing to reimburse Plaintiff for necessary business expenditures;
2 and (e) failing to issue to Plaintiff accurate and itemized wage statements.

3 66. Defendants' utilization of these unfair and/or unlawful business practices deprived
4 Plaintiff and continues to deprive Plaintiff of compensation to which Plaintiff is legally entitled,
5 constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants'
6 competitors who have been and/or are currently employing workers and attempting to do so in honest
7 compliance with applicable wage and hour laws.

8 67. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
9 herein, Plaintiff seeks full restitution of monies, as necessary and according to proof, to restore any
10 and all monies withheld, acquired and/or converted by Defendants pursuant to Business and
11 Professions Code §§ 17203 and 17208.

12 68. The acts complained of in this Complaint occurred within the last four years
13 immediately preceding the filing of the Complaint in this action.

14 **SEVENTH CAUSE OF ACTION**

15 **Civil Penalties and Injunctive Relief Under PAGA (Labor Code §§ 2698, *et seq.*)**

16 **(Against All Defendants)**

17 69. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though
18 fully set forth herein.

19 70. On November 18, 2024, Plaintiff notified Fox Auto Parks, Inc., via certified mail, and
20 the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants'
21 violations of the California Labor Code and Plaintiff's intent to bring a claim for injunctive relief and
22 civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California
23 Labor Code identified in this Complaint. Now that sixty-five days have passed from Plaintiff notifying
24 Defendants of these violations, Plaintiff has exhausted the administrative requirements for bringing a
25 claim under the Private Attorneys General Act with respect to the violations alleged in this Complaint.

26 71. Defendants have committed several Labor Code violations against Plaintiff and other
27 Aggrieved Employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698
28 *et seq.*, acting on behalf of himself and other Aggrieved Employees, brings this representative action

1 against Defendants to recover the civil penalties due to Plaintiff, other Aggrieved Employees, and the
2 State of California according to proof, including, but not limited to: (1) \$100.00 for each initial
3 violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful
4 or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
5 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
6 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial
7 violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee
8 per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation
9 per employee per pay period for those violations of the Labor Code for which no civil penalty is
10 specifically provided, based on the following Labor Code violations:

11 (a) Violation of Labor Code §§ 201-204, 210, 221, 223, 224, 227.3, 510, 558, 1194,
12 1197, 1197.1, and 1198 for failure to timely pay all earned wages owed to Plaintiff and other
13 Aggrieved Employees during employment and upon separation of employment;

14 (b) Violation of Labor Code §§ 226.7, 516, and 558 for failing to authorize and
15 permit all required rest periods and failing to pay rest period premiums to Plaintiff and other Aggrieved
16 Employees at these employees' respective regular rates of compensation for rest period violations;

17 (c) Violation of Labor Code §§ 226.7, 512, and 558 for failing to provide meal
18 periods as required by law and failing to pay meal period premiums to Plaintiff and other Aggrieved
19 Employees at these employees' respective regular rates of compensation for meal period violations;

20 (d) Violation of Labor Code §§ 226 *et seq.* for failing to furnish Plaintiff and other
21 Aggrieved Employees with accurate and compliant itemized wage statements;

22 (e) Violation of Labor Code §§ 221, 223, and 224 for secretly paying Plaintiff and
23 other Aggrieved Employees less than the statutory or contractual rate;

24 (f) Violation of Labor Code §§ 1174, 1174.5, and 1198 for failure to maintain
25 accurate records on behalf of Plaintiff and other Aggrieved Employees;

26 (g) Violation of Labor Code §§ 2800, 2802, and 2804 for failure to reimburse
27 business expenses to Plaintiff and other Aggrieved Employees; and

28 (h) Derivative violations of Labor Code § 1199.

72. Under Labor Code §§ 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to public injunctive relief, for the alleged foregoing violations of the Labor Code.

73. Under Labor Code §§ 2699(g) and 2802(c) and California Code of Civil Procedure § 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred in this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198; and for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 203, 204, 510, 558, 1194, and 1198;

2. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 203, 226.7, 512, and 558;

3. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 203, 226.7, 516, and 558;

4. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

5. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226,
et seq.;

6. Upon the Sixth Cause of Action, for restitution to Plaintiff of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

7. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558

1 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
2 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial
3 violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee
4 per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation
5 per employee per pay period for those violations of the Labor Code for which no civil penalty is
6 specifically provided;

7 8. Upon the Seventh Cause of Action, for appropriate injunctive relief pursuant to Labor
8 Code § 2698 *et seq.*;

9 9. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code §
10 218.6 and Civil Code §§ 3287 and 3289;

11 10. On all causes of action, for attorneys' fees and costs as permitted by law, including
12 under Labor Code §§ 226, 1194, 2698 *et seq.*, and 2802(c), and Code of Civil Procedure § 1021.5; and

13 11. For such other and further relief the Court may deem just and proper.

14
15 Dated: January 24, 2025

MANAHAN O'DELL LLP

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17 By: Shaheen Anthony Etemadi

18 Shaheen Anthony Etemadi
19 Attorneys for Plaintiff
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all issues so triable.

Dated: January 24, 2025

MANAHAN O'DELL LLP

By: *Shaheen Anthony Etemadi*

Shaheen Anthony Etemadi
Attorneys for Plaintiff