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Alfredo Victoria, and Jose Villalta

FILED
Superior Court of California
County of Los Angeles

DEC 10 2013

Sherri R. Carter, Executive Officer/Clerk
By Cristina Grijalva Deputy
Cristina Grijalva

D308 Jane L. Johnson

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

JOAQUIN HERNANDEZ; LAZARO HERNANDEZ; RENE RODRIGUEZ; ALFREDO VICTORIA; and JOSE VILLALTA, individually and on behalf of all other persons similarly situated,

Plaintiffs,

vs.

UNITED VALET PARKING, INC., a California corporation; ALFONSO LEON, an individual; MARTHA LEON, an individual; MARIANO PANTOJA, an individual; KENNY SABET, an individual; and DOES 1 through 25, inclusive,

Defendants.

CASE NO.: **BC529988**

CLASS ACTION

CLASS ACTION COMPLAINT FOR VIOLATIONS OF THE CALIFORNIA LABOR CODE, UNFAIR COMPETITION LAW AND COMMON LAW

JURY TRIAL DEMANDED

RECEIPT #: CCH195707050
DATE PAID: 12/10/13 01:48 PM
PAYMENT: \$1,435.00 310
RECEIVED:
CHECK: \$1,435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

CIT/CASE: BC529988
LEH/DEF#:

1 Plaintiffs, individually and on behalf of all other persons similarly situated, by their
2 undersigned attorneys, make the following allegations upon personal knowledge as to
3 themselves and information and belief as to all other matters set forth herein. Plaintiffs'
4 allegations on information and belief are based primarily on the investigation conducted by
5 and through their attorneys. Plaintiffs allege as follows:

6 **NATURE OF ACTION**

7 1. This is a class action brought on behalf of parking valets to redress a well-
8 organized conspiracy to steal their tips, deny them meal and rest breaks, and require them
9 to work on demand or face immediate termination. The Class, as defined below, consists
10 primarily of low-income, Hispanic men who do not speak or write English fluently.
11 Plaintiffs allege violations of the California Labor Code, California Industrial Welfare
12 Commission's Wage Orders, California's Business and Professions Code (§§ 17200, *et*
13 *seq.*) and common law. They seek compensatory and punitive damages, restitution,
14 preliminary and permanent injunctive relief, attorney's fees, costs of suit and other
15 remedies.

16 2. At the center of this nefarious scheme is defendant United Valet Parking,
17 Inc. ("United"). United provides parking services for commercial buildings, night clubs,
18 hotels, high-end restaurants, retail businesses and special events. Since at least 2000,
19 however, United has primarily used three "managers," named as defendants herein, to
20 oversee the confiscation of the valets' tips and enforce its unlawful workplace policies.
21 The valets are paid in cash and no pay stubs or other documents are furnished to them.
22 The defendant managers make it clear that strict compliance with United's policies is
23 required as a condition of employment. Valet employees who question the policies or seek
24 time off are terminated or threatened with termination.

25 3. Typically, eighty to one hundred Class members work for United on a daily
26 basis. As used herein, the term "Class members" includes the named plaintiffs and other
27 past, present or future employees of United who are Class members. During the Class
28

1 Period, as defined below, Class members worked as United valets at the following
2 restaurants and businesses, among other locations:

- 3 a. Ago (Restaurant, located on Melrose Avenue, West Hollywood, CA);
- 4 b. Area (Dance Club, formerly located on North La Cienega Boulevard, Los
5 Angeles, CA);
- 6 c. Chloe (Boutique, located on Melrose Place, Los Angeles, CA);
- 7 d. Comme Ça (Restaurant, located on Melrose Avenue, West Hollywood,
8 CA);
- 9 e. Fig and Olive (Restaurant, located on Melrose Place, West Hollywood,
10 CA);
- 11 f. Fogo de Chao (Restaurant, located on North La Cienega Boulevard,
12 Beverly Hills, CA)
- 13 g. Industry (Dance Club, formerly located on North La Cienega Boulevard,
14 Los Angeles, CA);
- 15 h. Katsuya (Restaurant, located on San Vicente Boulevard, Los Angeles,
16 CA);
- 17 i. Le Petit Bistro (Restaurant, located on North La Cienega Boulevard,
18 West Hollywood, CA);
- 19 j. Lucques (Restaurant, located on Melrose Avenue, West Hollywood, CA);
- 20 k. Marni (Boutique, located on Melrose Place, Los Angeles, CA);
- 21 l. Mastro's Steakhouse (Restaurant, located on North Canon Drive, Beverly
22 Hills, CA);
- 23 m. Monique Lhuillier Salon (Boutique, located on Melrose Place, Los
24 Angeles, CA);
- 25 n. Nobu (Restaurant, located on North La Cienega Boulevard, West
26 Hollywood, CA);
- 27 o. Oscar de la Renta (Boutique, located on Melrose Place, Los Angeles,
28 CA);

- 1 p. Picca (Restaurant, located on West Pico Boulevard, Los Angeles, CA);
2 q. Republic (Restaurant, formerly located on North La Cienega Boulevard,
3 West Hollywood, CA);
4 r. Serge Normant at John Frieda Salon (Beauty Salon, located on Melrose
5 Place, Los Angeles, CA);
6 s. Sotto (Restaurant, located on West Pico Boulevard, Los Angeles, CA);
7 t. STK (Restaurant, located on North La Cienega Boulevard, West Los
8 Angeles, CA);
9 u. Taste On Melrose (Restaurant, located on North La Cienega Boulevard,
10 West Hollywood, CA); and
11 v. The Stinking Rose (Restaurant, located on North La Cienega Boulevard,
12 Beverly Hills, CA).

13 4. Patrons of the foregoing businesses and guests at special events where Class
14 members sometimes work reasonably believe that United valets are allowed to keep the
15 tips that they give to them. As a result, defendants' confiscation of tips also deceives the
16 public in violation of Labor Code §356.

17 5. In the past six weeks or so, defendants have required current employee Class
18 members to sign a "Payroll Report" and a "Gratuity Report" at the end of their shifts.
19 Copies of these forms are attached hereto as Exhibits 1 and 2, respectively. The defendant
20 managers or shift supervisors directed by the managers enter false information on the
21 forms. For example, the Payroll Report forms reflect a wage calculated at \$8.00 per hour
22 and the Gratuity Report forms show tips which average out to \$2.00 per hour. Since in or
23 about 2001, United has promised to pay its valets \$10.00 per hour. Thus the forms merely
24 reflect the regular hourly rate the valets earn. The purpose of these forms is to create the
25 false appearance that Class members are actually receiving their tips and thereby conceal
26 defendants' wrongdoing.

PARTIES

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2 6. Plaintiff Joaquin Hernandez is and was at all times a resident of Los Angeles,
3 California. Between in or about April 2009 and in or about July 2013, he was employed
4 by United. During that period, he worked as a valet at the following businesses, among
5 other locations: Fig and Olive; Fogo de Chao; Katsuya; Picca; and Sotto.

6 7. Plaintiff Lazaro Hernandez is and was at all times a resident of Los Angeles,
7 California. Between in or about February 2009 and in or about November 2012, he was
8 employed by United. During that period, he worked as a valet at the following businesses,
9 among other locations: Fig and Olive; Fogo de Chao; Industry; Katsuya; Picca; and Sotto.

10 8. Plaintiff Rene Rodriguez is and was at all times a resident of Los Angeles,
11 California. Between in or about February 2009 and in or about December 2012, he was
12 employed by United. During that period, he worked as a valet at the following businesses,
13 among other locations: Ago; Area; Fig and Olive; Fogo de Chao; Industry; Katsuya;
14 Lucques; Mastro's; Picca; Republic; Sotto; and STK.

15 9. Plaintiff Alfredo Victoria is and was at all times a resident of Los Angeles,
16 California. Between in or about September 2005 and in or about December 2011, he was
17 employed by United. During that period, he worked as a valet at the following businesses,
18 among other locations: Ago; Area; Fig and Olive; Fogo de Chao; Industry; Katsuya;
19 Lucques; Mastro's; Picca; Republic; Sotto; and STK.

20 10. Plaintiff Jose Villalta is and was at all times a resident of Los Angeles,
21 California. Between in or about November 2010 and in or about June 2013, he was an
22 employee of United. During that period, he worked as a valet at the following businesses,
23 among other locations: Ago; Area; Fig and Olive; Fogo de Chao; Industry; Katsuya;
24 Lucques; Mastro's; Picca; Republic; Sotto; and STK.

25 11. Defendant United is a California corporation headquartered in Culver City,
26 California. It was incorporated in July 1989.

27 12. Defendant Alfonso Leon ("A. Leon") is a resident of Los Angeles County,
28 California. During the Class Period, A. Leon was employed by or served as an

1 independent contractor of United and had the authority to hire or discharge Class members
2 and direct or control their acts. Among other wrongdoing, A. Leon kept a portion of the
3 gratuities stolen from Class members.

4 13. Defendant Martha Leon ("M. Leon") is a resident of Los Angeles County,
5 California. During the Class Period, M. Leon was employed by or served as an
6 independent contractor of United and had the authority to hire or discharge Class members
7 and direct or control their acts. M. Leon is the sister of A. Leon. Among other
8 wrongdoing, M. Leon kept a portion of the gratuities stolen from Class members.

9 14. Defendant Mariano Pantoja ("Pantoja") is a resident of Los Angeles County,
10 California. During the Class Period, Pantoja was employed by or served as an independent
11 contractor of United and had the authority to hire or discharge Class members and direct or
12 control their acts. Pantoja is the spouse of M. Leon. Among other wrongdoing, Pantoja
13 kept a portion of the gratuities stolen from Class members.

14 15. Defendant Kenny Sabet ("Sabet") is a resident of Los Angeles County,
15 California. He is the founder and majority shareholder of United and serves as its
16 President. During the Class Period, he had the authority to hire or discharge Class
17 members, M. Leon, A. Leon, and Pantoja, and direct or control their acts. Among other
18 wrongdoing, Sabet kept a portion of the gratuities stolen from Class members.

19 **DOE DEFENDANT ALLEGATIONS**

20 16. Plaintiffs are ignorant of the true names and capacities of the defendants
21 named herein as DOES 1 through 25, inclusive, and therefore sue these defendants by such
22 fictitious names. Plaintiffs will amend this Complaint to show their true names and
23 capacities when the same have been ascertained. Each defendant fictitiously named herein
24 caused or contributed to the injuries complained of by plaintiffs, and engaged in or
25 participated in the wrongful activities alleged herein.

26 17. Unless otherwise stated in this Complaint, the term "defendants" shall mean
27 and include the named defendants identified in paragraphs 11 through 15, above and
28 DOES 1 through 25, inclusive.

AGENCY ALLEGATIONS

18. Each of the defendants named herein was the agent, employee, partner, manager, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor- in-interest and/or predecessor-in-interest of some or all of the other defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other defendants so as to be liable for the conduct of them. Each defendant acted pursuant to and within the scope of the relationships alleged above and knew or should have known about, authorized, ratified, adopted, approved, controlled, and/or aided and abetted the conduct of all other defendants.

19. Defendants had the authority to supervise, direct, or control the acts of other employees, and are therefore, "Agents" as the term is defined in Labor Code §350 and the case of *Jameson v. Five Feet Restaurant* (2003) 107 Cal.App.4th 138.

20. Defendants and each of them are responsible contractually, intentionally, and/or in some actionable manner, for the events and happenings referred to, and caused and continue to cause damages legally thereby to the Class members, either through defendants' own conduct or through the conduct of their agents, servants, or employees, or due to the ownership, maintenance, or control of the instrumentality causing the damage, or in some other actionable manner.

DEFENDANTS' COMMON COURSE OF CONDUCT AND CONSPIRACY

21. Defendants, and each of them, engaged in a common course of conduct to conceal and misrepresent material facts, aid and abet each other and conspire to defraud and harm the plaintiffs and each of them. Each of the defendants agreed and knowingly and willfully conspired to commit the statutory and other violations of law alleged herein.

22. In order to further and effectuate this conspiracy, defendants, and each of them, abused their positions of authority, breached their duties to Class members, concealed and misrepresented material facts, and committed other unlawful acts. These

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1 wrongful acts were done with the full knowledge and consent of each of them and caused
2 injury to the Class members.

3 **ALTER EGO**

4 23. There exists such a unity of interest and ownership between defendants that
5 the individuality and separateness of those defendants have ceased to exist. The business
6 affairs of defendants are, and at all times relevant hereto were, so mixed and intermingled
7 that the same cannot reasonably be segregated, and the same are in inextricable confusion.
8 Defendants are, and at all times relevant hereto were used as mere shells and a conduit for
9 the conduct of certain of defendants' affairs. The recognition of the separate existence of
10 defendants would not promote justice, in that it would permit defendants to insulate
11 themselves from liability to Class members. Accordingly, defendants constitute the alter
12 egos of each other, and the fiction of their separate existence must be disregarded at law
13 and in equity because such disregard is necessary to avoid fraud and injustice to Class
14 members.

15 **TOLLING OF STATUTES OF LIMITATION**

16 24. Plaintiffs did not know or suspect that defendants' conduct was unlawful
17 until approximately six months before this action was filed. They only learned of their
18 claims after speaking with their counsel of record. Prior to then, the plaintiffs understood
19 that to keep their jobs as valets they would have to strictly adhere to the conditions
20 imposed by the defendants. Defendants routinely intimidated Class members with threats
21 of termination. The plaintiffs witnessed or heard of other valets summarily fired by
22 defendants A. Leon, M. Leon and Pantoja when the employee did not comply with
23 defendants' demands. For at least the past 13 years, if not longer, the defendants evaded
24 the legal consequences of their wrongdoing. This continuous course of conduct provides a
25 reasonable basis for the plaintiffs to have not suspected that they had actionable claims.

26 25. Defendants conspired to steal the tips belonging to the Class members,
27 deprive them of meal and rest breaks and commit the other statutory and common law
28 violations alleged herein. Defendants continue these and other wrongful practices and

1 seek to conceal their misconduct through intimidation and by falsifying payroll and
2 gratuity records. The foregoing unlawful practices and efforts at concealment are acts in
3 furtherance of defendants' conspiracy. Any applicable statute of limitations does not begin
4 to run until the "cessation of the wrongful acts committed in furtherance of the conspiracy.
5 [Citation.]" *Schessler v. Keck* (1954) 125 Cal.App.2d 827, 832. In other words, a cause of
6 action based on conspiracy accrues on the date of the commission of the last overt act in
7 furtherance of the conspiracy. *Wyatt v. Union Mortgage Co.* (1979) 24 Cal.3d 773, 786,
8 789. Accordingly, any statute of limitations on the causes of action alleged herein has not
9 commenced.

10 26. Similarly, any applicable statute of limitations is tolled pursuant to the
11 continuing violation doctrine. The California Supreme Court describes the continuing
12 violation doctrine as aggregating "a series of wrongs or injuries for purposes of the statute
13 of limitations, treating the limitations period as accruing for all of them upon commission
14 or sufferance of the last of them." *Aryeh v. Canon Bus. Solutions* (2013) 55 Cal.4th 1185,
15 1192; *see also Richards v. CH2M Hill, Inc.* (2001) 26 Cal.4th 798, 811-818; *National*
16 *Railroad Passenger Corporation v. Morgan* (2002) 536 U.S. 101, 118. Allegations of a
17 pattern of reasonably frequent and similar acts may, in a given case, justify treating the
18 acts as an indivisible course of conduct actionable in their entirety, notwithstanding that
19 the conduct occurred partially outside and partially inside the limitations period. *Yanowitz*
20 *v. L'Oreal USA, Inc.* (2005) 36 Cal.4th 1028, 1058-59; *Richards*, 26 Cal.4th at 823;
21 *Komarova v. National Credit Acceptance, Inc.* (2009) 175 Cal.App.4th 324, 345 (applying
22 the doctrine to harassing debt collection activities). Throughout the Class Period,
23 defendants continuously stole the tips belonging to Class members, routinely failed to
24 provide them with meal and rest breaks and committed the other statutory and common
25 law violations alleged herein.

26 27. Alternatively, defendants' conduct is not barred by any statute of limitations
27 because it is subject to the continuous accrual exception. Under that theory, a cause of
28 action challenging a recurring wrong may accrue not once but each time a new wrong is

1 committed. It is immaterial in such cases that plaintiff could have commenced the action
2 earlier. *See Howard Jarvis Taxpayers Ass'n v. City of La Habra* (2001) 25 Cal.4th 809,
3 821; *Komarova*, 175 Cal.App.4th at 343-45. “[A] series of wrongs or injuries may be
4 viewed as each triggering its own limitations period, such that a suit for relief may be
5 partially time-barred as to older events but timely as to those within the applicable
6 limitations period.” *Aryeh*, 55 Cal.4th at 1192. As alleged herein, the defendants have
7 continuously violated applicable law through a common course of conduct by repeatedly
8 stealing tips, failing to provide meal and rest breaks and committing the other statutory and
9 common law violations alleged herein.

10 JURISDICTION AND VENUE

11 28. This Court has jurisdiction over the subject matter of this civil class action
12 pursuant to sections 382 and 410.10 of the California Code of Civil Procedure and section
13 17203 of the Business & Professions Code. Personal jurisdiction over defendants is proper
14 because each defendant resides in this District and has availed himself, herself or itself of
15 the privilege of doing business within the State of California by conducting systematic and
16 continuous business contacts within this State. Venue is proper because a substantial part
17 of the events and actions giving rise to plaintiffs’ causes of action occurred in the County
18 of Los Angeles and this District. Each plaintiff suffered damages in excess of the Court’s
19 minimum jurisdictional threshold.

20 FACTUAL BACKGROUND

21 29. During the Class Period, Class members served as United valets providing
22 parking services to the restaurants and businesses identified in paragraph 3, above, and at
23 private parties and special events. Class members are required to purchase uniforms
24 bearing United’s logo and wear the uniforms while working. They are not reimbursed for
25 the purchase. In 2000, United promised to pay a wage to Class members of approximately
26 \$9.00 per hour, subject to the reductions alleged in paragraph 32, below. Since in or about
27 2001, United promised to pay a wage of \$10.00 per hour, which is likewise subject to
28 those same reductions.

1 30. When Class members retrieve vehicles for patrons or guests, they receive
2 cash tips. Tips are provided in addition to any parking fee that may be charged by United.
3 Given the fact that the restaurants, night clubs and events often attract high-income
4 individuals in festive moods, tips can be very substantial. In addition, some of the
5 locations offer "VIP" parking services which can also increase the gratuities Class
6 members receive. For example, it is not uncommon for a patron to pay an \$8.00 parking
7 fee with a \$20.00 bill, amounting to a \$12.00 tip.

8 31. The defendant managers namely, A. Leon, M. Leon or Pantoja, tell Class
9 members that the tips belong to United and if they are unwilling to accept the terms of
10 employment, they will be fired. Class members are required to give their tips to a shift
11 supervisor. Shift supervisors are trusted friends or family members of the defendant
12 managers. The tips are commingled with the cash paid for the parking charge. At the end
13 of a shift, Class members are paid in cash. Defendants do not provide them with pay stubs,
14 IRS W-2 forms, or other payroll or tax documents. As alleged in paragraph 5 above,
15 during the past six weeks or so, defendants have required current employee Class members
16 to sign the Payroll Report and Gratuity Report forms in an attempt to conceal their
17 wrongdoing.

18 32. Depending on the amount collected from patrons and guests, sometimes the
19 hourly wages are reduced. This is done at the discretion of the managers and shift
20 supervisors. When questioned the managers and supervisors tell Class members that
21 there is insufficient money to pay them in full. Sometimes the managers promise Class
22 members additional compensation at a later point to make up for the shortfall. This never
23 happens.

24 33. After paying out some or all of the hourly wages, shift supervisors hold onto
25 all of the remaining cash until the managers come by to collect the proceeds. The shift
26 supervisors complete a daily report showing the number of vehicles that were parked, the
27 fees collected from patrons or guests, and the amount paid to Class members. The reports
28 are collected by the managers along with the cash proceeds. This usually occurs every one

1 to three days. The managers deliver the reports and cash proceeds to United and defendant
2 Sabet. The cash is then divided among the managers, Sabet and United. The net result of
3 this is that Class members do not receive any of their tips.

4 34. Class members are denied meal and rest breaks by the defendants. United's
5 uniform policy is that Class members are not allowed to take breaks. Those who seek to
6 take breaks are threatened with termination. In addition, defendants do not provide Class
7 members with the additional hour of compensation owed for each applicable shift in which
8 they were unable to take a mandated meal or rest break.

9 35. Defendants require Class members to work on demand or face termination.
10 Some Class members work seven days a week without overtime compensation. They must
11 work on holidays, such as Christmas, New Year's Day, Mother's Day and Valentine's
12 Day, without exception or face termination.

13 36. The wrongful practices alleged in paragraphs 34 and 35 occurred throughout
14 the Class Period.

15 **CLASS ACTION ALLEGATIONS**

16 37. All causes of action in this Complaint are being brought and properly
17 maintained as a class action pursuant to the provisions of Code of Civil Procedure §382
18 and other applicable law.

19 38. The Class Period is defined as beginning January 1, 2000, unless
20 discovery reveals an earlier date when defendants' wrongdoing began, through the date
21 of final judgment in this matter or at such earlier time as the alleged wrongdoing
22 ceases. Plaintiffs seek to represent a Class composed of:

23 **Past, present and future parking valets employed by United during the**
24 **Class Period who worked at the restaurants and businesses identified**
25 **in paragraph 3, above.**

26 39. There is a well-defined community of interest in the litigation and the
27 proposed Class is ascertainable:
28

1 **Numerosity:** The Class is so numerous that the individual joinder of all members
2 is impractical under the circumstances of this case. While the exact number of Class
3 members is unknown to plaintiffs at this time, plaintiffs allege that there are hundreds of
4 current and former United parking valets who are Class members.

5 **Common Questions Predominate:** Common questions of law and fact exist as to
6 all Class members and predominate over any questions that affect only individual members
7 of the Class. Predominant common questions include: (i) whether defendants confiscate
8 the tips paid to Class members in violation of applicable law, including, Labor Code §351,
9 Business & Professions Code §17200 and/or common law; (ii) whether defendants
10 breached an implied-in-fact employment contract with Class members; (iii) whether
11 defendants convert the personal property of Class members for their own use; (iv) whether
12 defendants actions in taking tips belonging to Class members defrauds the tipping public in
13 contravention of Labor Code §356; (v) whether defendants maintain a policy or practice of
14 refusing to provide Class members with legally required meal and rest breaks; (vi) whether
15 defendants maintain a policy or practice of categorically refusing to pay Class members
16 the additional compensation they are owed for all shifts during which they missed a meal
17 or rest break; (vii) whether defendants are liable for failing to pay all wages owed to Class
18 members at the time of termination; (viii) whether defendants fail to issue accurate wage
19 statements to Class members; (ix) whether defendants maintain a policy or practice of
20 refusing to provide Class members with indemnity for the cost and maintenance of their
21 uniforms; (x) whether defendants' conduct violates California's Unfair Competition Law;
22 (xi) whether Class members will be irreparably injured if defendants are not enjoined from
23 continuing the conduct alleged herein; and (xii) whether restitution, damages and/or other
24 remedies are appropriate.

25 **Typicality:** Plaintiffs claims are typical of the claims of other members of the Class.
26 Plaintiffs and members of the Class sustained injury arising out of defendants' common
27 practice of repeatedly stealing tips, failing to provide meal and rest breaks and committing
28 the other statutory and common law violations alleged herein.

1 **Adequacy:** Plaintiffs will fairly and adequately protect the interests of the members
2 of the Class. Plaintiffs have no interests that are adverse to the interests of the other
3 members of the Class. In addition, they have retained counsel experienced in the
4 prosecution of complex class action litigation.

5 **Superiority:** A class action is superior to other available means for the fair and
6 efficient adjudication of this controversy. Because individual joinder of all Class members
7 is impractical, class action treatment will permit a large number of similarly situated
8 persons to prosecute their common claims in a single forum simultaneously, efficiently,
9 and without the unnecessary duplication of effort and expense that numerous individual
10 actions would engender. The expenses and burdens of individual litigation would make it
11 difficult or impossible for individual members of the Class to redress the wrongs done to
12 them, while important public interests will be served by addressing the matter as a class
13 action. The cost to and burden on the court system of adjudication of individualized
14 litigation would be substantial, and considerably more than the costs and burdens of a class
15 action. Individualized litigation would also present the potential for inconsistent or
16 contradictory judgments.

17 **Ascertainability:** Class members can be readily ascertained from defendants'
18 records and notified of the pendency of this action.

19 **FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT**

20 **(Against All Defendants)**

21 40. Plaintiffs repeat and reallege all of the allegations contained in paragraphs
22 1 through 39, above as if fully set forth herein. Plaintiffs assert this cause of action against
23 all defendants.

24 41. The employer-employee relationship is a contractual one. Class members
25 had or have an implied-in-fact contract with defendants. The provisions of the California
26 Labor Code, including, but not limited to, Labor Code § 351, and the employer obligations
27 contained therein are a part of each such implied-in-fact agreement.

1 42. Class members performed their obligations under the contract at all times
2 relevant hereto, performing the labor required of them.

3 43. Defendants collected, took and received tips from Class members which
4 were given directly to Class members by patrons and guests. The tips confiscated by the
5 defendants are a "Gratuity" as that term is defined by Labor Code §350(e). Additionally,
6 defendants, with the money unlawfully taken from Class members, paid "Agents" as that
7 term is defined in Labor Code §350(d). Pursuant to Labor Code §351: "No employer or
8 agent shall collect, take, or receive any gratuity or a part thereof, paid, given to or left for
9 an employee by a patron, *or deduct any amount from wages due an employee on account*
10 *of such gratuity, or require an employee to credit the amount or any part thereof of such*
11 *gratuity against and as a part of the wages due the employee from the employer.* Every
12 such gratuity is hereby declared to be the sole property of the employee or employees to
13 whom it was paid, given, or left for." (Italics added).

14 44. Defendants' taking, collecting and receiving Class members' tips occurred
15 pursuant to a policy whereby Class members must accede to defendants' practices or lose
16 their jobs. To the extent that, and if, the tips at issue were paid to defendants pursuant to
17 contract, such contract is illegal under Labor Code §356 and other California law.

18 45. By taking the tips belonging to Class members, defendants violate Labor
19 Code §351 and thereby breach the employment contract. As a direct and proximate result
20 of defendants' breach of contract, Class members have suffered damages in the amount of
21 such tips wrongfully appropriated subject to proof at the time of trial, plus interest thereon.

22 **SECOND CAUSE OF ACTION FOR MONEY HAD AND RECEIVED**

23 **(Against All Defendants)**

24 46. Plaintiffs repeat and reallege all of the allegations contained in paragraphs
25 1 through 45, above as if fully set forth herein. Plaintiffs assert this cause of action against
26 all defendants.

27 47. Throughout the Class Period, defendants became indebted to Class members
28 in an amount to be proven at trial for tip money wrongfully taken from them. The tips paid

1 to Class members are their own, individual property pursuant to the common law of gifted
2 property. Defendants used duress to take tips from Class members and exercised undue
3 influence over Class members who were required to give up their tips as a condition of
4 employment. Public policy and fairness dictate that the tips be returned to Class members,
5 with interest from the date that the tips were wrongfully confiscated.

6 48. Neither the whole nor any part of the above sum has been paid. Demand for
7 payment therefor has been made and is being made by this Complaint, leaving a balance
8 due and unpaid in an amount to be proven at trial.

9 **THIRD CAUSE OF ACTION FOR CONVERSION**

10 **(Against All Defendants)**

11 49. Plaintiffs repeat and reallege all of the allegations contained in paragraphs
12 1 through 48, above as if fully set forth herein. This cause of action is asserted against all
13 defendants.

14 50. Labor Code §351 provides that gratuities are the sole property of the
15 employee to whom they are paid or given. By the conduct alleged herein, defendants
16 wrongfully exercised dominion over the gratuities intended for and given solely to Class
17 members by patrons and guests. As a result, Class members were denied the possession,
18 use and enjoyment of the gratuities and were damaged thereby.

19 51. Defendants' intentionally deprived Class members of their property and
20 subjected them to cruel and unjust hardship in conscious disregard of their rights.
21 Defendants' authorized, managing agents carried out these acts which were ratified by
22 United. Defendants' conduct was deliberate, malicious and constitutes despicable conduct.
23 By reason thereof, plaintiffs are entitled to recover punitive and exemplary damages.

24 **FOURTH CAUSE OF ACTION FOR MEAL AND REST BREAK VIOLATIONS**

25 **(Against All Defendants)**

26 52. Plaintiffs repeat and reallege all of the allegations contained in paragraphs
27 1 through 39, above as if fully set forth herein. Plaintiffs assert this cause of action against
28 all defendants.

1 directions of the employer, even though unlawful, unless the employee, at the time of
2 obeying the directions, believed them to be unlawful.” If an employer requires an
3 employee to wear a uniform, Labor Code § 2802 (a) and section 9(A) of Wage Order 4-
4 2001 require that the employer pay for the cost of the uniform. The term "uniform", as
5 defined by section 9(A) of Wage Order 4-2001, includes wearing apparel and accessories
6 of distinctive design and color. In addition, employers are required to pay to maintain
7 (i.e., wash) the uniform. *Id.*

8 60. Defendants violated Labor Code § 2802(a) and section 9(A) of Wage Order
9 4-2001 by imposing on Class members the cost and maintenance of the uniforms they wear.
10 Defendants do not indemnify Class members for those expenditures. Defendants are liable
11 for providing additional compensation to Class members for the foregoing violations.

12 **SIXTH CAUSE OF ACTION FOR UNFAIR COMPETITION**

13 **(Against All Defendants)**

14 61. Plaintiffs repeat and reallege all of the allegations contained in paragraphs
15 1 through 60, above as if fully set forth herein. Plaintiffs assert this cause of action against
16 all defendants.

17 62. California’s Unfair Competition Law (“UCL”), Bus. & Prof. Code §§ 17200
18 *et seq.*, proscribes "any unlawful, unfair or fraudulent business act or practice." This
19 statute is written in the disjunctive and broadly covers the foregoing three varieties of
20 unfair competition. The statute's purpose is to protect both consumers and competitors in
21 commercial markets for goods and services.

22 63. Defendants’ policies and implementing procedures constitute "unfair" and
23 "unlawful" business acts or practices. As alleged above, Class members are denied:

24 (a) Gratuities in violation of Labor Code §351;

25 (b) Meal and rest break benefits in violation of Labor Code § 226.7 and Wage Order
26 4-2001;

27 (c) Compensation for missed meal and rest breaks in violation of Labor Code §§
28 204 and 226.7 and Wage Order 4-2001;

1 (d) Compensation for time worked during periods that should have been devoted to
2 meal and rest breaks in violation of Labor Code §§ 204 and 226.7 and Wage Order
3 4-2001;

4 (e) Compensation of accrued wages after termination of employment in violation of
5 Labor Code §§ 201 and 202;

6 (f) Accurate, itemized wage statements in violation of Labor Code § 226; and

7 (g) Indemnification for the cost and maintenance of uniforms in violation of Labor
8 Code § 2802(a) and Wage Order 4-2001.

9 64. Each plaintiff is a "person" within the meaning of Business & Professions
10 Code § 17201.

11 65. Defendants engage in other acts which constitute unlawful business
12 practices. Plaintiffs will seek leave to amend this Complaint to allege these additional acts
13 as may be disclosed by discovery.

14 66. As a result of the foregoing acts and omissions, defendants have been able to
15 unfairly compete with similar businesses in California in violation of Business &
16 Professions Code § 17200, *et seq.*

17 67. Class members are entitled to equitable relief in the form of an injunction to
18 prevent future violations and restitution of the money defendants have wrongfully withheld
19 and taken from them. Class members are also entitled to prejudgment interest.

20 68. Under Business & Professions Code § 17203, the entry of permanent and
21 mandatory injunctive relief against defendants is necessary to prevent such unfair and
22 unlawful conduct from continuing in the future. If defendants are not enjoined, they will
23 continue to commit the Labor Code and common law violations alleged above. Thus,
24 there is threatened future harm and continuing violations which justify injunctive relief.

25 The Court should issue a preliminary and permanent injunction:

26 (a) Ordering defendants to cease and desist confiscating Class members' tips;

27 (b) Ordering defendants to comply with the meal and rest break laws enumerated in
28 Labor Code § 226.7 and Wage Order 4-2001;

1 (c) Ordering defendants to provide Class members with accurate, itemized wage
2 statements as required by Labor Code § 226;

3 (d) Ordering defendants to provide Class members with compensation for all
4 accrued wages after termination of employment as mandated by Labor Code §§ 201
5 and 202; and

6 (e) Ordering Defendants to indemnify Class members for the cost and maintenance
7 of their uniforms.

8 69. Plaintiffs further request an order requiring defendants to disgorge and
9 restore to Class members all additional compensation owing to them under California
10 Labor Code §§ 201, 204, 226.7, 351, and 2802(a) and Wage Order 4-2001. The UCL
11 allows for both an injunction and restitution in the same case.

12 70. Plaintiffs' efforts in securing the requested relief will result "in the
13 enforcement of an important right affecting the public interest" for "(a) significant benefit,
14 whether pecuniary or nonpecuniary, has been conferred ona large class of persons, (b)
15 the necessity and financial burden of private enforcement ...are such as to make the award
16 appropriate, and (c) such fees should not in the interest of justice be paid out of the
17 recovery, if any." Cal. Civ. Proc. Code§ 1021.5. Accordingly, plaintiffs request that the
18 Court award attorneys' fees and costs pursuant to section 1021.5.

19
20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiffs, on behalf of themselves and all other members of the
22 Class, pray that this Court adjudge and decree as follows:

23 1. That this is a proper class action maintainable pursuant to the applicable
24 provisions of section 382 of the Code of Civil Procedure and that the named plaintiffs are
25 appropriate to be appointed as representatives of the Class;


26 2. For compensatory damages in an amount to be proven at trial;

27 3. Preliminary and permanent injunctions enjoining and restraining defendants
28 from continuing the unfair and unlawful business practices set forth above and requiring
the establishment of appropriate and effective means to prevent future violations;

- 1 4. Restitution of all compensation due, including but not limited to, gratuities,
2 unpaid wages and benefits, according to proof;
3 5. For punitive damages;
4 6. Declaratory relief;
5 7. Reasonable attorney's fees and costs pursuant to, *inter alia*, Cal. Civ. Proc.
6 Code§ 1021.5;
7 8. For prejudgment and post judgment interest; and
8 9. For such other and further relief as the Court deems just and proper.

9
10 DATED: December 10, 2013

**LAW OFFICES OF GEORGE A. SHOHET
A PROFESSIONAL CORPORATION**

11
12 By: 

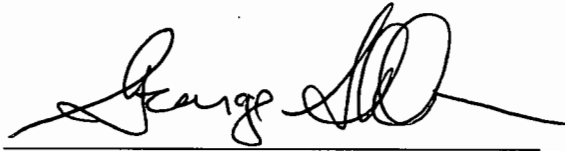
13 George A. Shohet
14 Attorneys for Plaintiffs
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1 **JURY TRIAL DEMAND**

2 Plaintiffs hereby demand a trial by jury in this matter.

3
4 DATED: December 10, 2013

**LAW OFFICES OF GEORGE A. SHOJET
A PROFESSIONAL CORPORATION**

5
6
7 By: 

8 George A. Shojet
9 Attorneys for Plaintiffs
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PAYROLL REPORT

Name: _____

Location: _____

Period: _____

DATE	TIME	HOUR	PAYROLL	Received / Signature

GRATUITY REPORT

Name: _____

Location: _____

Period: _____

DATE	GRATUITY	RECEIVED / SIGNATURE

1001002013

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 George A. Shoheit SBN 112697, Teri Zimon SBN 213023, Sassan Masserat SBN 23110
 Law Offices of George A. Shoheit, A Professional Corporation
 245 Main Street Suite 310
 Venice, CA 90291-5216
 TELEPHONE NO.: (310) 452-3176 FAX NO.: (310) 452-2270
 ATTORNEY FOR (Name): Plaintiff Joaquin Hernandez, et al.

FOR COURT USE ONLY

FILED
 Superior Court of California
 County of Los Angeles

DEC 10 2013

Sherri R. Carter, Executive Officer/Clerk
 By Cristina Grijalva Deputy
 Cristina Grijalva

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
 STREET ADDRESS: 111 North Hill Street
 MAILING ADDRESS: 111 North Hill Street
 CITY AND ZIP CODE: Los Angeles Ca. 90012
 BRANCH NAME: Central - Stanley Mosk Courthouse

CASE NAME:
 Joaquin Hernandez, et al. v. United Valet Parking, Inc., et al.

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter **Joinder**

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **BC529988**

JUDGE:
 DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<p>Auto Tort</p> <p><input type="checkbox"/> Auto (22)</p> <p><input type="checkbox"/> Uninsured motorist (46)</p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p><input type="checkbox"/> Asbestos (04)</p> <p><input type="checkbox"/> Product liability (24)</p> <p><input type="checkbox"/> Medical malpractice (45)</p> <p><input type="checkbox"/> Other PI/PD/WD (23)</p> <p>Non-PI/PD/WD (Other) Tort</p> <p><input type="checkbox"/> Business tort/unfair business practice (07)</p> <p><input type="checkbox"/> Civil rights (08)</p> <p><input type="checkbox"/> Defamation (13)</p> <p><input type="checkbox"/> Fraud (16)</p> <p><input type="checkbox"/> Intellectual property (19)</p> <p><input type="checkbox"/> Professional negligence (25)</p> <p><input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p>Employment</p> <p><input type="checkbox"/> Wrongful termination (36)</p> <p><input checked="" type="checkbox"/> Other employment (15)</p>	<p>Contract</p> <p><input type="checkbox"/> Breach of contract/warranty (06)</p> <p><input type="checkbox"/> Rule 3.740 collections (09)</p> <p><input type="checkbox"/> Other collections (09)</p> <p><input type="checkbox"/> Insurance coverage (18)</p> <p><input type="checkbox"/> Other contract (37)</p> <p>Real Property</p> <p><input type="checkbox"/> Eminent domain/Inverse condemnation (14)</p> <p><input type="checkbox"/> Wrongful eviction (33)</p> <p><input type="checkbox"/> Other real property (26)</p> <p>Unlawful Detainer</p> <p><input type="checkbox"/> Commercial (31)</p> <p><input type="checkbox"/> Residential (32)</p> <p><input type="checkbox"/> Drugs (38)</p> <p>Judicial Review</p> <p><input type="checkbox"/> Asset forfeiture (05)</p> <p><input type="checkbox"/> Petition re: arbitration award (11)</p> <p><input type="checkbox"/> Writ of mandate (02)</p> <p><input type="checkbox"/> Other judicial review (39)</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)</p> <p><input type="checkbox"/> Construction defect (10)</p> <p><input type="checkbox"/> Mass tort (40)</p> <p><input type="checkbox"/> Securities litigation (28)</p> <p><input type="checkbox"/> Environmental/Toxic tort (30)</p> <p><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p>Enforcement of Judgment</p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p>Miscellaneous Civil Complaint</p> <p><input type="checkbox"/> RICO (27)</p> <p><input type="checkbox"/> Other complaint (not specified above) (42)</p> <p>Miscellaneous Civil Petition</p> <p><input type="checkbox"/> Partnership and corporate governance (21)</p> <p><input type="checkbox"/> Other petition (not specified above) (43)</p>
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. Large number of separately represented parties d. Large number of witnesses

b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court

c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision

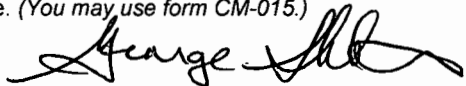
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): 6

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 12/10/2013
 George A. Shoheit


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE: Joaquin Hernandez, et al. v. United Valet Parking, Inc., et al.	CASE NUMBER BC529988
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL ¹⁵ HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|----------------------------------------------------------------------------------|------------------------------------------------------------|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.	

SHORT TITLE:

Joaquin Hernandez, et al. v. United Valet Parking, Inc., et al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.	
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.	
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
		<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Joaquin Hernandez, et al. v. United Valet Parking, Inc., et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.		
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
<input type="checkbox"/> A6123 Workplace Harassment		2., 3., 9.	
<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case		2., 3., 9.	
<input type="checkbox"/> A6190 Election Contest		2.	
<input type="checkbox"/> A6110 Petition for Change of Name		2., 7.	
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law		2., 3., 4., 8.	
<input type="checkbox"/> A6100 Other Civil Petition		2., 9.	

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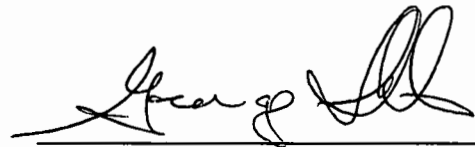
SHORT TITLE: Joaquin Hernandez, et al. v. United Valet Parking, Inc., et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 5839 Green Valley Circle #202		
CITY: Culver City	STATE: Ca.	ZIP CODE: 90230			

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 12/10/13



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.