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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
BY AND FOR THE COUNTY OF LOS ANGELES**

THOMAS DELGADO, JUAN DeLIRA,  
JUAN PEREZ, JOSE ROMERO, JORGE L.  
MARTINEZ, individuals, on behalf of  
themselves, and all others similarly situated

Plaintiffs,

vs.

L AND R AUTO PARKS, INC., d.b.a. JOE’S  
AUTO PARKS, a California Corporation; and  
DOES 1 through 10, inclusive,

Defendants.

JAIME GONZALEZ, on behalf of himself  
and all others similarly situated,

Case No.: BC548126  
*Consolidated with*  
Case No.: BC589677

[Honorable Amy D. Hogue, Department 307]

**CLASS ACTION**

**SECOND AMENDED AND  
CONSOLIDATED COMPLAINT FOR  
DAMAGES, RESTITUTION, AND  
INJUNCTIVE RELIEF:**

**(1) Failure to Provide Legally Compliant  
Meal Periods or Compensation in Lieu  
Thereof (Cal. Lab. Code §§ 226.7, 512);**

1 Plaintiffs,  
2 vs.  
3 L AND R AUTO PARKS, INC., d.b.a. JOE’S  
4 AUTO PARKS, a California Corporation; and  
5 DOES 1 through 10, inclusive,  
6 Defendants.

- (2) Failure to Provide Legally Compliant Rest Periods or Compensation in Lieu Thereof (Cal. Lab. Code §§ 226.7);
- (3) Failure to Timely Pay Wages to Terminated Employees (Cal. Lab. Code §§ 201-203);
- (4) Failure to Provide Legally Compliant Wage Statements (Cal. Lab. Code § 226)
- (5) Failure to Pay All Wages Due (Cal. Lab. Code §§ 510, 1194, 1197)
- (6) Failure to Reimburse Business Expenses (Cal. Lab. Code §§ 2802 & 2804)
- (7) Violation of Unfair Business Practices Act (Cal. Bus. & Prof. Code §§ 17200 et seq.);
- (8) Penalties Pursuant to the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2699, et seq.)
- (9) Breach of Contract Regarding On-Duty Meal Period Agreements

**DEMAND FOR JURY TRIAL**

18 Plaintiffs JAIME GONZALEZ, THOMAS DELGADO, JUAN DeLIRA, JUAN PEREZ, JOSE  
19 ROMERO, and JORGE L. MARTINEZ (“Plaintiffs”), by and through their attorneys of record, bring  
20 this consolidated action by means of a Second Amended and Consolidated Complaint, on behalf of  
21 themselves, and all others similarly situated, (hereinafter “Class Members”), against Defendants(s), L  
22 AND R AUTO PARKS, INC., including any and all other names or d.b.a. designations used by L  
23 AND R AUTO PARKS, INC. in the state of California, specifically including but is not limited to,  
24 JOE’S AUTO PARKS and DOES 1 through 10, inclusive. (“L and R” or “Defendants”).

25 Plaintiffs complain and allege the following upon personal knowledge as to their own  
26 experiences, and based upon information and belief as to all other matters:

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1 **NATURE OF ACTION**

2 1. Plaintiffs bring this class action lawsuit against Defendants to recover compensation,  
3 damages, and penalties, on behalf of themselves and other for non-exempt, hourly-paid employees, for  
4 some or all of the following: (1) Failure to Provide Meal Periods pursuant to Labor Code §§ 226.7 and  
5 512; (2) Failure to Provide Rest Periods pursuant to Labor Code §§ 226.7 and 516; (3) Failure to Pay  
6 Wages Due Upon Resignation or Termination pursuant to Labor Code § 203; (4) Failure to Provide  
7 Accurate Wage Statements pursuant to Labor Code §§ 226(a); (5) Failure to Pay Wages Due pursuant  
8 to Labor Code §§ 510, 1194, 1197; (6) Failure to Reimburse for Business Expenses pursuant to Labor  
9 Code § 2802; (7) Violation of Unfair Business Practices pursuant to Business and Professions Code §  
10 17200; (8) Violation of the California Labor Code Private Attorney’s General Act pursuant to Labor  
11 Code §§ 2698-2699; and (9) Breach of Contract. Plaintiffs seek recovery for the period of time from  
12 June 9, 2010 to the date of class certification or the date when this matter is resolved by way of  
13 judgment, or otherwise (hereinafter “Class Period”).

14 **JURISDICTION AND VENUE**

15 2. Venue is proper in this Judicial District and the County of Los Angeles, because the  
16 Plaintiffs were employed by Defendants in this County, Defendant maintains its locations and transact  
17 business in this County, the obligations and liability arise in this County, and work was performed by  
18 Plaintiffs and members of the proposed class made the subject of this action, in the County of Los  
19 Angeles, California.

20 3. The California Superior Court has jurisdiction in the matter because Plaintiffs and the  
21 putative class members all reside in the state of California and the Defendant, L and R and all of its  
22 d.b.a. designations and entities are incorporated and licensed and doing business in the state of  
23 California.

24 4. California Superior Court also has jurisdiction because the individual claims are under  
25 the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and, upon  
26 information and belief, Plaintiffs and Defendants are residents of and/or are domiciled in the state of  
27 California. Further, there is no federal question at issue as the issues herein are based solely on  
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1 California statutes and law including the California Labor Code, Industrial Welfare Commission Wage  
2 Orders, Code of Civil Procedure, Rule of Court, and Business and Professions Code.

3 5. The California Superior Court also has jurisdiction in this matter because the monetary  
4 damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court  
5 and will be established at trial, according to proof. Further, there is no federal question at issue, as the  
6 issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage  
7 Order(s), CCP, California Civil Code (“CC”) and B&PC.

8 **THE PARTIES**

9 **A. The Plaintiffs**

10 6. Plaintiffs are individuals over the age of eighteen (18) and are now and/or at all times  
11 mentioned in this Complaint were residents of the state of California.

12 7. Plaintiffs are, and/or were, California-based, non-exempt, hourly employees of  
13 Defendant L and R. Plaintiffs worked as parking attendants (Parking Attendants) at Defendants’  
14 parking lots located in Los Angeles County.

15 8. Plaintiff JAIME GONZALEZ is a resident of Los Angeles County, California, and was  
16 employed by Defendants L and R in Los Angeles County from about August 2012 to May 20, 2015. In  
17 addition to acting as a Class Action Representative, JAIME GONZALEZ has also complied with the  
18 procedures necessary to institute a PAGA action and seeks to act as representative for the State of  
19 California, himself and all aggrieved employees for the PAGA action asserted herein. He previously  
20 filed and served a First Amended Complaint on August 26, 2015 asserting that PAGA action, which  
21 action and filing date are incorporated herein.

22 9. Plaintiff THOMAS DELGADO is an adult over the age of 18 and resident of the  
23 County of Los Angeles. DELGADO was employed at certain times by Defendant L and R Auto Parks  
24 during the Class Period in a non-exempt, hourly-paid position, and is currently an employee of this  
25 Defendant. DELGADO became an employee of this Defendant on or about December 1, 1984.

26 10. Plaintiff JUAN DELIRA is an adult over the age of 18 and resident of the County of  
27 Los Angeles. DELIRA was employed at certain times by the Defendant L and R Auto Parks during  
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1 the Class Period in a non-exempt, hourly-paid position. DELIRA was employed by this Defendant  
2 from approximately September 1997 to May 23, 2014.

3 11. Plaintiff JUAN PEREZ is an adult over the age of 18 and resident of the County of Los  
4 Angeles. PEREZ was employed at certain times by the Defendant L and Auto Parks during the Class  
5 Period in a non-exempt, hourly-paid position. PEREZ was employed by this Defendant from  
6 approximately June 30, 1998 to January 20, 2012.

7 12. Plaintiff JOSE ROMERO is an adult over the age of 18 and resident of the County of  
8 Los Angeles. ROMERO was employed at certain times by Defendant L and R Auto Parks during the  
9 Class Period in a non-exempt, hourly-paid position, and is currently an employee of this Defendant.  
10 ROMERO became an employee of this Defendant on or about February 4, 1991.

11 13. Plaintiff JUAN PEREZ is an adult over the age of 18 and resident of the County of Los  
12 Angeles. PEREZ was employed at certain times by the Defendant L and R Auto Parks during the  
13 Class Period in a non-exempt, hourly-paid position. PEREZ was employed by this Defendant from  
14 approximately October 5, 1986 to August 19, 2011.

15 14. Plaintiffs are and/or were, at all relevant times herein, non-exempt, hourly-paid  
16 employees of Defendants holding job positions as parking lot attendants. Plaintiffs worked at various  
17 parking lots throughout Los Angeles County and other counties in the state of California.

18 15. In addition, other non-exempt, hourly-paid employees (or Class Members) aside from  
19 the Plaintiffs, were subject to the same employment policies, procedures, and practices as the  
20 Plaintiffs. These employment policies, procedures, and practices included, but are and were not  
21 limited to, time-keeping methods, meal period programs, compensation policies, payroll procedures,  
22 and equipment and recording devices.

23 16. Plaintiffs seek recovery herein from Defendants, on behalf of themselves and others  
24 similarly situated, for the following:

- 25 (1) Failure to Provide Meal Periods pursuant to Labor Code §§ 226.7 and 512;
- 26 (2) Failure to Provide Rest Periods pursuant to Labor Code §§ 226.7 and 516;
- 27 (3) Failure to Pay Wages Due Upon Resignation or Termination pursuant to Labor  
28 Code § 203;

- 1 (4) Failure to Provide Accurate Wage Statements pursuant to Labor Code §§
- 2 226(a);
- 3 (5) Failure to Pay Wages Due pursuant to Labor Code §§ 510, 1194, 1197;
- 4 (6) Failure to Reimburse for Business Expenses pursuant to Labor Code § 2802;
- 5 (7) Violation of Unfair Business Practices pursuant to Business and Professions
- 6 Code § 17200;
- 7 (8) Violation of the California Labor Code Private Attorney's General Act pursuant
- 8 to Labor Code §§ 2698-2699; and
- 9 (9) Breach of Contract.

10 **B. The Defendants**

11 17. Defendant L and R is a California corporation which, at all relevant times herein,  
12 operated parking lots in the state of California under d.b.a. designations. These particular d.b.a.  
13 designations, brands or divisions are, and at all relevant times were, managed, controlled, and operated  
14 by Defendant L and R. These d.b.a. designations, brands or divisions also are, and at all relevant times  
15 were, governed by the same employment policies, procedures, and practices as those adopted by  
16 Defendant L and R. which determined the terms, conditions, and privileges of Plaintiffs and Class  
17 Members.

18 18. During the Class Period, Defendants operated numerous parking lots throughout Los  
19 Angeles County and other counties in the state of California. Defendants also employed numerous  
20 parking lot attendants, including Plaintiffs and Class Members.

21 19. During the Class Period, Defendants also employed hourly-paid employees, other than  
22 parking lot attendants, who also worked at Defendants' parking lots and engaged in other duties related  
23 to the parking lot operations of Defendants.

24 20. Defendants' parking lots are and were known as Joe's Auto Parks. All of Defendants'  
25 employees who worked at and/or were engaged in job duties related to these parking lot operations,  
26 were subject to the same employment policies, procedures, and practices as each other.

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1 interchangeable with other attendants and other hourly-paid employees, whether assigned to a  
2 particular parking lot or other positions within Defendants’ parking lot operations. Further, the  
3 training and other job requirements for parking attendants was the same for all Attendants throughout  
4 the Class Period, as well as with other non-exempt, hourly-paid employees of Defendants who engaged  
5 in the parking lot operations.

6 29. Plaintiffs and each Class Member and Sub-Class Member were non-exempt, hourly  
7 employees covered under one or more Industrial Welfare Commission (“IWC”) Wage Orders (“Wage  
8 Orders”) and Labor Code.

9 30. During the Class Period, Plaintiffs and Class Members consistently worked over five  
10 (5) hours per shift and therefore were entitled to a meal period of not less than thirty (30) minutes prior  
11 to exceeding five (5) hours of employment.

12 31. Further, Plaintiffs and some Class Members consistently worked over ten (10) hours per  
13 shift and therefore were entitled to a second meal period of not less than thirty (30) minutes.

14 32. Plaintiffs and Class Members did not waive their meal periods by mutual consent with  
15 Defendants or otherwise. Plaintiffs and Class Members also did not enter into any valid written  
16 agreement with Defendants agreeing to an on-the-job paid meal period.

17 33. As a matter of Defendants’ established company policy, Defendants failed to comply  
18 with the meal period requirements stated in Labor Code § 226.7 and Labor Code § 516.

19 34. Plaintiffs and Class Members consistently worked over four (4) hours per shift and  
20 therefore were entitled to a rest period of not less than ten (10) minutes prior to exceeding four (4)  
21 hours of employment.

22 35. As a matter of Defendants’ established company policy, Defendants failed to authorize  
23 and permit the required rest periods established by Labor Code § 226.7 and Labor Code § 516.

24 36. Some of Plaintiffs and Class Members are no longer employed by Defendants. They  
25 were either discharged from or quit Defendants’ employ.

26 37. Defendants had a consistent and uniform policy, practice, and procedure of willfully  
27 failing to pay the earned wages of Defendants’ former employees, according to proof.

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1           38.     During the Class Period, Defendants willfully failed to pay Plaintiffs and Class  
2 Members a sum certain at the time of their termination or within seventy-two (72) hours of their  
3 resignation, and failed to pay those sums for thirty (30) days thereafter.

4           39.     Defendants' willful failure to pay wages to certain Class Members violates Labor Code  
5 § 203 because Defendants knew or should have known wages were due to certain members of the  
6 class, but Defendants failed to pay them.

7           40.     Defendants, as a matter of established company policy and procedure, at each and every  
8 one of the parking lots and/or parking structures operated by Defendants and its three brands,  
9 consistently administered a uniform company policy and practice as to the pay policies, to work  
10 without paying for all time they were under Defendants' control.

11          41.     Defendants, as a matter of established company policy and procedure, required  
12 Plaintiffs and Class Members to personally incur necessary expenditures in direct consequence of the  
13 discharge of their duties, including but not limited to mileage for work-required travel.

14          42.     Defendants are legally required to reimburse Plaintiffs and Class Members for all  
15 necessary expenditures at a reasonable rate. Defendants failed, however, to fully and reasonably  
16 reimburse Plaintiffs and Class Members for all necessary expenditures at a reasonable rate, including  
17 but not limited to the aforementioned expenditures.

18          43.     Defendants, as a matter of established company policy and procedure, failed to furnish  
19 Plaintiffs and Class Members with accurate itemized wage statements in violation of Labor Code §  
20 226.

21          44.     Defendants have engaged in unfair business practices in California by practicing,  
22 employing and utilizing the employment practices outlined in the preceding paragraphs, specifically,  
23 by requiring employees to perform the labor services complained of herein without the requisite  
24 compensation.

25          45.     Defendants' use of such practices constitutes an unfair business practice, unfair  
26 competition and provides an unfair advantage over Defendants' competition in violation of Business  
27 and Professions Code § 17200, et seq.

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1 46. Some or all of the labor violations alleged herein are subject to penalties due to the State  
2 of California, specifically, the California Labor and Workforce Development Agency (“LWDA”).  
3 Plaintiff, Jaime Gonzalez, herein brings this action as a representative action on behalf of the aggrieved  
4 employees and on behalf of the State of California under the Private Attorneys General Act of 2004  
5 (“PAGA”).

6 47. Defendants required all Class Members to sign “On-Duty Meal Agreements” which  
7 either violated California law as drafted and/or applied or, in the alternative, which form the basis of a  
8 breach of contract to each class member.

9 **CLASS ALLEGATIONS**

10 48. Plaintiffs bring this action on behalf of themselves and all others similarly situated as a  
11 Class Action pursuant to the Code of Civil Procedure § 382. The members of the Classes are defined  
12 as follows:

- 13 a. All California-based, non-exempt, hourly employees employed by Defendants  
14 during the appropriate time period for any and all labor violations they suffered  
15 (Non-Exempt, Hourly Employee Class);
- 16 b. All California-based, non-exempt, hourly employees, employed by Defendants  
17 during the appropriate time period, who failed to receive legally compliant wage  
18 statements (Wage Statement Sub-Class);
- 19 c. All California-based, non-exempt, hourly employees, employed by Defendants  
20 during the appropriate time period, who were not provided legally compliant meal  
21 periods under California law and who were not legally compensated in lieu thereof  
22 (Meal Period Sub-Class);
- 23 d. All California based, non-exempt, hourly employees, employed by Defendants  
24 during the appropriate time period, who were not payed the requisite regular,  
25 overtime, and double time wages for every hour they should have been paid when  
26 they were subject to Defendants’ control (Wage Sub-Class);
- 27 e. All California-based, non-exempt, hourly employees, employed by Defendants  
28 during the appropriate time period, who suffered non-compliant rest periods due to

1 the policies and practices of Defendant and who and were not paid premiums in lieu  
2 thereof (Rest Period Sub-Class);

3 f. All California-based, non-exempt, hourly paid Parking Attendants, employed by  
4 Defendants during the appropriate time period, who suffered non-compliant rest  
5 periods due to the policies and practices of Defendant and who and were not paid  
6 premiums in lieu thereof (Parking Attendant Rest Period Sub-Class);

7 g. All California-based, non-exempt, hourly Parking Attendants, employed by  
8 Defendants during the appropriate time period, who worked in lot locations with  
9 only one attendant on duty, (Single Lot Attendants) who suffered non-compliant rest  
10 periods due to the policies and practices of Defendant and who and were not paid  
11 premiums in lieu thereof (Single Lot Attendant Rest Period Sub-Class);

12 h. All California-based non-exempt, hourly employees, employed by Defendants  
13 during the appropriate time period, to whom Defendants failed to fully reimburse  
14 for work-related expenses (Reimbursement Sub-Class);

15 i. All California-based non-exempt, hourly employees, formerly employed by  
16 Defendants during the appropriate time period, who Defendants willfully failed to  
17 pay any and all wages owed (Waiting Time Sub-Class);

18 j. All California-based non-exempt, hourly employees, employed by Defendants  
19 during the appropriate time period, who received one or more wage statements  
20 (Wage Statement Sub-Class);

21 k. All California-based, non-exempt, hourly employees, employed by Defendants  
22 during the appropriate time period, who signed an On-Duty Meal Period Agreement  
23 and have not revoked their agreement in writing (On-Duty Meal Period Agreement  
24 Sub-Class);

25 l. All California-based, non-exempt, hourly employees, employed by Defendants  
26 during the appropriate time period, who received at least one 30-minute automatic  
27 deduction from time worked (Auto Deduction Sub-Class);  
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1           49.     Plaintiffs reserve the right under Cal. Rule of Court 3.765(b) and other applicable law to  
2 amend or modify the Class and Sub-Class definitions with respect to issues or in any other ways.  
3 Plaintiffs are the Named Representatives and are members of the Classes. Plaintiffs seek class-wide  
4 recoveries based on the allegations set forth in this Second Amended and Consolidated Complaint.  
5 Plaintiffs also incorporate by reference any and all allegations in their respective Amended Complaints  
6 already on file in this action.

7           50.     This action has been brought and may be maintained as a Class Action pursuant to Code  
8 of Civil Procedure § 382 because there is a well-defined community of interest in the litigation and the  
9 proposed Class is easily ascertainable through the records Defendants are required to retain.

10          51.     Numerosity. The members of the Class are so numerous that individual joinder of all of  
11 them as Plaintiffs is impracticable. While the exact number of the Class Members is unknown to  
12 Plaintiffs at this time, Plaintiffs are informed and believe and thereon allege that there are more than  
13 250 Class Members.

14          52.     Commonality. Common questions of law and fact exist as to all Class Members and  
15 predominate over any questions that affect only individual members of the Class.

16          53.     Typicality. Plaintiffs' claims are typical of the claims of the other members of the  
17 Class. Plaintiffs and other Class Members were subject to the Defendants' same unlawful policies  
18 and/or practices described herein.

19          54.     Adequacy. Plaintiffs will adequately and fairly protect the interests of the members of  
20 the Class. Plaintiffs have no interests adverse to the interests of absent Class Members. Plaintiffs are  
21 represented by attorneys who have substantial class action experience in California labor and wage-  
22 and-hour and class action law.

23          55.     Superiority. A class action is superior to other available means for fair and efficient  
24 adjudication of the claims of the Class and would be beneficial for the parties and the Court. Class  
25 action treatment will allow a large number of similarly situated persons to prosecute their common  
26 claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort  
27 and expense that numerous individual actions would require. The damages suffered by each Class  
28 Member are relatively small in the context of a class action analysis, and the expense and burden of

1 individual litigation would make it extremely difficult or impossible for the individual Class Members  
2 to seek and obtain individual relief. A class action will serve an important public interest by permitting  
3 such individuals to effectively pursue recovery of the sums owed to them. Further, class litigation  
4 prevents the potential for inconsistent or contradictory judgments raised by individual litigation.

5 **FIRST CAUSE OF ACTION**

6 **(By Plaintiffs and the Putative Classes against all Defendants)**

7 **FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS OR PAY IN LIEU**  
8 **THEREOF IN VIOLATION OF LABOR CODE §§ 226.7 AND 512,**  
9 **AND IWC WAGE ORDER 9-2001**

10 56. Plaintiffs re-allege and incorporate herein by reference each and every allegation in the  
11 preceding paragraphs.

12 57. At all relevant times, Plaintiffs and the Class Members were employees of Defendants  
13 covered by Labor Code §§ 226.7 and 512 and IWC Wage Order 9-2001, Code Regs. Tit. 8, § 11090.

14 58. Labor Code § 512(a) provides:

15 An employer may not employ an employee for a work period of more  
16 than five hours per day without providing the employee with a meal  
17 period of not less than 30 minutes, except that if the total work period  
18 per day of the employee is no more than six hours, the meal period may  
19 be waived by mutual consent of both the employer and employee. An  
20 employer may not employ an employee for a work period of more than  
21 10 hours per day without providing the employee with a second meal  
22 period of not less than 30 minutes, except that if the total hours worked  
23 is no more than 12 hours, the second meal period may be waived by  
24 mutual consent of the employer and the employee only if the first meal  
25 period was not waived.

26 59. In pertinent part, Labor Code § 226.7 provides:

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

(c) If an employer fails to provide an employee a meal or rest or recovery  
period in accordance with a state law, including, but not limited to, an  
applicable statute or applicable regulation, standard, or order of the

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

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13 60. In pertinent part, IWC Wage Order 9-2001, § 11 provides:

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

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

25 61. Defendants failed to provide Plaintiffs and the Class Members with legally compliant  
26 first and/or second meal periods as provided in Labor Code §§ 226.7 and 512, and IWC Wage Order 9-  
27 2001.

28 62. Plaintiffs are informed and believe, and based upon that information and belief allege,  
Defendants knew or should have known that Plaintiffs and the other members of the Classes were  
entitled to legally compliant meal periods but purposely elected not to authorize and/or permit these  
mandated meal periods.

As a result of Defendants' failure to comply with their obligations under Labor Code §§  
226.7 and 512 and IWC Wage Order 9-2001, Plaintiffs and the other members of the Classes have  
suffered damages in an amount, subject to proof, they were not paid including additional/premium pay  
owed for Defendants' failure to authorize and permit compliant meal periods.

64. Pursuant to Labor Code § 218, Plaintiffs and other members of the Class are entitled to  
recover the full amount of their unpaid additional/premium wage pay for Defendants' failure to  
provide legally compliant meal periods.

65. Pursuant to Labor Code § 218.6, Plaintiffs and other members of the Class are entitled  
to recover prejudgment interest on the amount of the additional wage pay owed.

1 66. Pursuant to Labor Code § 218.5, Plaintiffs and other members of the Class are entitled  
2 to recover reasonable attorneys' fees and costs.

3 67. Plaintiffs and the Classes they seek to represent request additional relief as described  
4 below.

5 **SECOND CAUSE OF ACTION**

6 **(By Plaintiffs and the Putative Classes against all Defendants)**

7 **FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS OR PAY IN LIEU**  
8 **THEREOF IN VIOLATION OF LABOR CODE § 226.7 IWC WAGE ORDER 9-2001**

9 68. Plaintiffs re-allege and incorporate herein by reference each and every allegation in the  
10 preceding paragraphs.

11 69. At all relevant times, Plaintiffs and all other members of the Classes were employees of  
12 Defendants covered by Labor Code § 226.7 and IWC Wage Order 9-2001.

13 70. In pertinent part, IWC Wage Order 9-2001, § 12 provides:

14 (A) Every employer shall authorize and permit all employees to take rest  
15 periods, which insofar as practicable shall be in the middle of each work  
16 period. The authorized rest period time shall be based on the total hours  
17 worked daily at the rate of ten (10) minutes net rest time per four (4)  
18 hours or major fraction thereof. However, a rest period need not be  
19 authorized for employees whose total daily work time is less than three  
20 and one-half (3 1/2) hours. Authorized rest period time shall be counted  
21 as hours worked for which there shall be no deduction from wages.

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

22 71. Defendants failed to provide Plaintiffs and the Class Members with rest periods as  
23 provided in Labor Code § 226.7 and 512 and IWC Wage Order 9-2001 and failed to pay them the  
24 additional/premium in lieu of providing rest period(s).

25 72. Plaintiffs are informed and believe, and therefore allege, Defendants knew or should  
26 have known that Plaintiffs and the other members of the Classes were entitled to rest periods but  
27 Defendants purposely elected not to authorize and permit these mandated rest periods.

1 73. As a result of Defendants' failure to comply with their obligations under Labor Code §§  
2 512 and 226.7 and IWC Wage Order 9-2001, Plaintiffs and other members of the Class have suffered  
3 damages in an amount, subject to proof, they are owed for Defendants' failure to provide rest periods  
4 as required by law.

5 74. Pursuant to Labor Code § 218, Plaintiffs and other members of the Classes are entitled  
6 to recover the full amount of their unpaid additional/premium wage pay for Defendants' failure to  
7 provide meal periods as required by law.

8 75. Pursuant to Labor Code § 218.6, Plaintiffs and other members of the Classes are entitled  
9 to recover prejudgment interest on the amount of the additional wage pay owed.

10 76. Pursuant to Labor Code § 218.5, Plaintiffs and other members of the Classes are entitled  
11 to recover reasonable attorneys' fees and costs.

12 77. Plaintiffs and the Classes they seek to represent request additional relief as described  
13 below.

14 **THIRD CAUSE OF ACTION**

15 **(By Plaintiffs and the Putative Classes against all Defendants)**

16 **FAILURE TO PAY WAGES OWED AT TERMINATION IN VIOLATION OF CAL. LAB.**

17 **CODE §§ 201-203**

18 78. Plaintiffs re-allege and incorporate herein by reference each and every allegation in the  
19 preceding paragraphs.

20 79. Labor Code §§ 201 and 202 require Defendants to pay employees all wages due at the  
21 latest within 72 hours of termination of employment. Labor Code § 203 provides that if an employer  
22 willfully fails to timely pay such wages, then the employer must, as a penalty, continue to pay the  
23 subject employee's wages until the back wages are paid in full or an action thereon is commenced.  
24 The penalty cannot exceed thirty (30) days of wages.

25 80. As alleged above, Plaintiffs and the Classes they seek to represent are entitled to  
26 compensation for Defendants' failure to pay for the various violations alleged herein. More than thirty  
27 (30) days have passed since some of the Plaintiffs and certain members of the Classes have left  
28 Defendants' employ.

1 81. Upon information and belief, Defendants’ conduct was willful.

2 82. As a consequence of Defendants’ willful conduct in not paying wages owed, Plaintiffs  
3 and certain members of the Classes are entitled to thirty (30) days’ wages as a penalty under Labor  
4 Code § 203 for failure to pay legal wages, together with interest thereon and attorneys’ fees and costs.

5 83. Plaintiffs and the members of the Classes request additional relief as described below.

6 **FOURTH CAUSE OF ACTION**

7 **(By Plaintiffs and the Putative Classes against all Defendants)**

8 **FAILURE TO TIMELY FURNISH LEGALLY COMPLIANT WAGE STATEMENTS IN**  
9 **VIOLATION OF CAL. LAB. CODE § 226**

10 84. Plaintiffs re-allege and incorporate herein by reference each and every allegation in the  
11 preceding paragraphs.

12 85. Labor Code § 226(a) states in pertinent part:

13 “Every employer shall, semimonthly or at the time of each payment of  
14 wages, furnish each of his or her employees, either as a detachable part of  
15 the check, draft, or voucher paying the employee’s wages, or separately  
16 when wages are paid by personal check or cash, an accurate itemized  
17 statement in writing showing (1) gross wages earned, (2) total hours  
18 worked by the employee... (4) all deductions... (5) net wages earned, (6)  
19 the inclusive dates of the period for which the employee is paid... (8) the  
20 name and address of the legal entity that is the employer, and (9) all  
21 applicable hourly rates in effect during each the pay period and the  
22 corresponding number of hours worked at each hourly rate by the  
23 employee....”.

24 86. Further, the IWC Wage Orders § 7(A) states in pertinent part:

25 “(A) Every employer shall keep accurate information with respect to each  
26 employee including the following: (3) Time records showing when the  
27 employee begins and ends each work period. Meal periods, split shift  
28 intervals, and total daily hours worked shall also be recorded... (5) Total  
hours worked in the payroll period and applicable rates of pay....”.

87. Therefore, pursuant to Labor Code § 226(a) and the IWC Wage Orders § 7(A),  
California employers are required to maintain accurate records pertaining to the total hours worked for  
Defendants by the members of the Wage Statement Sub-Class, including but not limited to, beginning

1 and ending of each work period, meal period, and split shift interval, the total daily hours worked, and  
2 the total hours worked per pay period and applicable rates of pay.

3 88. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage  
4 Orders § 7(A), Defendants did not furnish each of the Plaintiffs and Class Members legally compliant  
5 wage statement.

6 89. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage  
7 Orders § 7(A), Defendants did not maintain accurate records pertaining to all the information required  
8 on legally compliant wage statements.

9 90. Plaintiffs and the Class Members and Sub-Class Members have suffered injury as a  
10 result of Defendants' failure to maintain accurate records and to provide legally compliant Wage  
11 Statements.

12 91. Pursuant to Labor Code § 226(e), the Class Members are entitled to fifty dollars  
13 (\$50.00) per employee for the initial pay period in which a violation hereunder occurs and one hundred  
14 dollars (\$100.00) per employee for each violation in a subsequent pay period, not exceeding an  
15 aggregate penalty of four thousand dollars (\$4,000.00).

16 92. Pursuant to Labor Code § 226(g), the currently employed members of the Wage  
17 Statement Sub-Class are entitled to injunctive relief to ensure Defendants' compliance with Labor  
18 Code § 226.

19 93. Pursuant to Labor Code § 226(e) and/or § 226(g), the Plaintiffs and Class Members and  
20 Sub-Class Members are also entitled to an award of costs and reasonable attorneys' fees.

21 94. Plaintiffs and the members of the Classes request additional relief as described below.

22 **FIFTH CAUSE OF ACTION**

23 **(By Plaintiffs and the Putative Classes against all Defendants)**

24 **FAILURE TO PAY ALL WAGES IN VIOLATION OF**

25 **CAL. LAB. CODE §§ 204, 510, 1197, 1194)**

26 95. Plaintiffs re-allege and incorporate herein by reference each and every allegation in the  
27 preceding paragraphs.

1 96. Labor Code § 204 establishes the fundamental right of all employees in the state of  
2 California to be paid wages in a timely fashion for their work.

3 97. Labor Code § 510(a) states in pertinent part:

4 “Any work in excess of eight hours in one workday and any work in  
5 excess of 40 hours in any one workweek ... shall be compensated at the  
6 rate of no less than one and one-half times the regular rate of pay for any  
employee.”

7 98. Pursuant to Labor Code § 1197, payment of less than the minimum wage fixed by the  
8 Labor Commission is unlawful.

9 99. California Code of Regulations Title 8, § 11000(2) and the IWC Wage Orders § 4(A)  
10 state:

11 “Every employer shall pay to each employee wages not less than ... six  
12 dollars and seventy-five cents (\$6.75) per hour for all hours worked,  
effective January 1, 2002.”

13 100. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than the  
14 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage  
15 Order(s).

16 101. Pursuant to the IWC Wage Order(s), Defendants are required to pay the members of the  
17 Wage Class for all hours worked, meaning the time during which an employee is subject to the control  
18 of an employer, including all the time the employee is suffered or permitted to work, whether or not  
19 required to do so.

20 102. Defendants consistently administered a uniform company policy and practice as to the  
21 pay policies regarding the Parking Attendant members of the Classes and scheduled to work and/or  
22 required the Parking Attendant members of the Classes to work without paying for all time they were  
23 under Defendants’ control.

24 103. Because Defendants required the Parking Attendant Class Members to remain under  
25 Defendants’ control without paying therefore, this resulted in the Parking Attendant members of the  
26 Classes to earn less than the legal minimum wage in the state of California.

27 104. Defendants’ pattern, practice and uniform administration of corporate policy regarding  
28 illegal employee compensation as described herein is unlawful and creates an entitlement, pursuant to

1 Labor Code § 218, to recovery by Plaintiffs and the members of the Wage Class, in a civil action, of  
2 the unpaid balance of the full amount of wages owing, calculated at the appropriate rate.

3 105. Further, Defendants’ pattern and practice in uniform administration of corporate policy  
4 regarding Defendants’ failure to pay the legal minimum wage to the Plaintiffs and Parking Attendant  
5 Sub-Class Members as described herein is unlawful and creates entitlement, pursuant to Labor Code §  
6 1194(a), to recover in a civil action, for the unpaid balance of the full amount of the unpaid minimum  
7 wages owed, calculated as the difference between the straight time compensation paid and the  
8 applicable minimum wage, including interest thereon.

9 106. Pursuant to Labor Code § 1194.2(a) (which provides that in any action under Labor  
10 Code § 1194, an employee shall be entitled to recover liquidated damages), the Parking Attendant Sub-  
11 Class Members seek recovery of liquidated damages on the straight-time portion of uncompensated  
12 hours of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully  
13 unpaid and interest thereon.

14 107. Pursuant to Labor Code § 218.6, Labor Code § 1194(a) and Civil Code § 3287, the  
15 Class Members seek recovery of pre-judgment interest on all amounts recovered herein.

16 108. Pursuant to Labor Code § 218.5 and Labor Code § 1194, the Parking Attendant Sub-  
17 Class Members request that the Court award reasonable attorneys’ fees and costs incurred in this  
18 action.

19 109. Plaintiffs and the members of the Classes request additional relief as described below.

20 **SIXTH CAUSE OF ACTION**

21 **(By Plaintiffs and the Putative Classes against all Defendants)**

22 **FAILURE TO FULLY REIMBURSE FOR WORK EXPENSES IN VIOLATION OF CAL.**

23 **LAB. CODE §§ 2802 & 2804**

24 110. Plaintiffs re-allege and incorporate herein by reference each and every allegation in the  
25 preceding paragraphs.

26 111. Pursuant to Labor Code § 450(a), “no employer...may compel or coerce any  
27 employee... to patronize his or her employer, or any other person, in the purchase of anything of  
28 value.”

1 112. Pursuant to Labor Code § 2802(a), “an employer shall indemnify his or her employee  
2 for all necessary expenditures or losses incurred by the employee in direct consequence of the  
3 discharge of his or her duties, or of his or her obedience to the directions of the employer.”

4 113. Labor Code § 2804 states in pertinent part:

5 “Any contract or agreement, express or implied, made by any employee to  
6 waive the benefits of this article or any part thereof is null and void, and  
7 this article shall not deprive any employee or his personal representative  
8 of any right or remedy to which he is entitled under the laws of this State.”

9 114. As a matter of Defendants’ established company policy, the members of the  
10 Reimbursements Sub-Class were and are required by Defendants to personally incur necessary  
11 expenditures in direct consequence of the discharge of their duties, including but not limited to mileage  
12 for work-required travel.

13 115. Defendants are legally required to reimburse the members of the Reimbursements Sub-  
14 Class for all necessary expenditures at a reasonable rate.

15 116. Defendants failed to fully and reasonably reimburse the members of the  
16 Reimbursements Sub-Class for all necessary expenditures at a reasonable rate, including but not  
17 limited to the aforementioned expenditures.

18 117. As a proximate result of the aforementioned violations of Labor Code § 450(a) and §  
19 2802(a), the members of the Reimbursements Sub-Class are entitled to recovery from Defendants of  
20 the unpaid balance for all necessary expenditures at a reasonable rate, including but not limited to the  
21 aforementioned expenditures.

22 118. As a proximate result of the aforementioned violations of Labor Code § 450(a) and §  
23 2802(a), the members of the Reimbursements Sub-Class have been damaged in an amount according  
24 to proof at the time of trial.

25 119. Pursuant to Labor Code § 2802(b), the members of the Reimbursements Sub-Class  
26 request that the Court award interest at the same rate as judgments in civil actions, accruing from the  
27 date on which each member of the Reimbursements Sub-Class incurred the necessary expenditure or  
28 loss.

1 120. Pursuant to Labor Code § 2802(c), the members of the Reimbursements Sub-Class  
2 request that the Court award reasonable attorneys’ fees and costs incurred by them in this action.

3 **SEVENTH CAUSE OF ACTION**

4 **(By Plaintiffs and the Putative Classes against all Defendants)**

5 **UNLAWFUL, FRAUDULENT, OR UNFAIR BUSINESS PRACTICES IN VIOLATION OF**  
6 **BUS. & PROF. CODE §§ 17200 ET SEQ.**

7 121. Plaintiffs re-allege and incorporate herein by reference each and every allegation in the  
8 preceding paragraphs.

9 122. Business and Professions Code §§ 17200 et seq., prohibits acts of “unfair competition,”  
10 which includes “any unlawful, unfair, or fraudulent business act or practice.” Bus. & Prof. Code §  
11 17200.

12 123. Defendants’ act and practices are unlawful business practices because they violate  
13 Labor Code §§ 226.7 and 512, and regulations of working conditions in the transportation industry  
14 enumerated in IWC Wage Order 9-2001, Code Regs. Tit. 8, § 11090, as set forth throughout this  
15 Second Amended and Consolidated Complaint.

16 124. Additionally, throughout the Class Period, Defendants’ business acts and/or practices  
17 were also unfair. Defendants’ conduct is substantially injurious to Plaintiffs and Class Members. The  
18 legitimate utility of Defendants’ conduct is outweighed by the harm to Plaintiffs and other Class  
19 Members. Defendants’ conduct undermines and violates the stated spirit and policies underlying the  
20 Labor Code and related Wage Orders and California employment laws alleged herein. As a direct  
21 result of Defendants’ unlawful, unfair, deceptive or fraudulent business practices, Plaintiffs and Class  
22 Members suffered injury in fact and lost money or property. Plaintiffs and other members of the  
23 Classes have been deprived of their rights to wages due as alleged herein. Meanwhile, Defendants have  
24 saved labor costs, unjustly enriching themselves.

25 125. Accordingly, Plaintiffs, on behalf of themselves and all others similarly situated, seek  
26 to enjoin further unlawful or unfair business acts or practices by Defendants; obtain restitutionary  
27 disgorgement of all wages and other monies owed and belonging to Plaintiffs and other Class  
28

1 Members as a result of such practices, including interest thereon; and all other relief allowed under  
2 Business & Professions Code §§ 17200 et seq.

3 126. Plaintiffs and other members of the Classes are entitled to recover reasonable attorneys’  
4 fees pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine, and/or the common  
5 fund doctrine.

6 **EIGHTH CAUSE OF ACTION**

7 **(By Plaintiff Gonzalez and the Classes against all Defendants)**

8 **PENALTIES PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT**  
9 **OF 2004, CAL. LABOR CODE §§ 2699 ET SEQ.**

10 127. Plaintiffs re-allege and incorporate herein by reference each and every allegation in the  
11 preceding paragraphs.

12 128. Plaintiff, JAIME GONZALEZ, is an aggrieved employee and is acting on behalf of  
13 himself and all other current and former non-exempt, hourly employees aggrieved employees.

14 129. The California Labor Code Private Attorney General Act of 2004 (“PAGA”) states at  
15 Cal. Lab. Code § 2699(a) that where a provision of the Labor Code allows a civil penalty to be  
16 assessed and collected by the Labor and Workforce Development Agency (“LWDA”), the same  
17 penalty may be recovered through a civil action brought by an aggrieved employee on behalf of  
18 himself or herself and other current or former employees pursuant to the procedures specified in Cal.  
19 Lab. Code § 2699.3.

20 130. Plaintiff, JAIME GONZALEZ is an aggrieved employee with respect to the employer L  
21 and R Auto Parks, Inc. within the meaning of Cal. Lab. Code § 2699(c).

22 131. Plaintiff JAIME GONZALEZ has complied with the procedures specified in Cal. Lab.  
23 Code § 2699(c) 2699.3. A letter was sent to the LWDA by certified mail on July 24, 2015, giving  
24 notice of Plaintiff’s PAGA claims, and a copy was simultaneously sent by certified mail to L and R.  
25 through its agent for service of process.

26 132. The LWDA had until August 26, 2015, to provide notice of whether it intended to  
27 investigate the alleged violations. As of the date of this Second Amended and Consolidated Complaint,  
28 the LWDA has not provided notice of whether it intends to investigate the alleged violations.

1 Therefore, under Cal. Lab. Code §§ 2699.3, Plaintiff Gonzalez has the right to pursue his claims under  
2 PAGA on behalf of himself and all other aggrieved current and/or former employees. He previously  
3 filed and served a First Amended Complaint on August 26, 2015 asserting that PAGA action, which  
4 action and filing date are incorporated herein.

5 133. On behalf of himself and other current and/or former employees of L and R against  
6 whom one or more of the alleged violations was committed, Plaintiff Gonzalez seeks to recover  
7 statutory penalties as provided by Cal. Lab. Code §§ 2699(a), and 2699(f), such that seventy-five  
8 percent (75%) of the recovered penalties shall be distributed to the LWDA and twenty-five percent  
9 (25%) shall be distributed to the aggrieved employees, as set forth in Cal. Lab. Code § 2699(i).

10 134. Pursuant to Cal. Lab. Code § 2699(g)(1), Plaintiffs request the Court award their  
11 reasonable attorneys' fees and costs incurred in this Action.

12 **NINTH CAUSE OF ACTION**

13 **(By Plaintiffs and the Putative Classes against all Defendants)**

14 **BREACH OF CONTRACT REGARDING ON-DUTY MEAL PERIOD AGREEMENTS or**  
15 **ALTERNATIVELY A FINDING THAT ALL ON-DUTY MEAL PERIOD AGREEMENTS**  
16 **ARE NULL AND VOID FOR FAILURE TO COMPLY WITH CALIFORNIA LAW**

17 135. All non-exempt, hourly employees were required to sign an “On-Duty Meal Period  
18 Agreement.” The Agreement was prepared by Defendants in both English and Spanish. In English it  
19 states in part: “By signing below, you are agreeing to take your meal periods as paid, on-duty meal  
20 periods,...” and “unless and until this agreement is revoked in writing, it will govern all meal periods  
21 during your employment with Joe’s Auto Parks.” (Emphasis added.) Therefore, every meal period  
22 taken by any hourly employee is agreed to be a paid meal break. (An exemplar of the Agreement is  
23 attached hereto as Exhibit 1 in both Spanish and English.)

24 136. The Agreement was breached in that Defendants did not pay the employees for on duty  
25 meal periods for all meal periods. In fact, when employees took meal periods, Defendants required the  
26 employees to clock out and did not pay them for that time.

27 137. The Agreement was also breached or was void in that it did not comply with California  
28

1 law as written or as implemented. The nature of the work that Class Members performed did not  
2 prevent them from being relieved of all duty in order to take a legally compliant meal breaks and thus,  
3 the Agreements were not legally compliant or allowed under California law.

4 138. Plaintiffs and the Class Members seek damages for all wages owed for all meal periods  
5 or, in the alternative, a determination that all On-Duty Meal Period Agreements are null and void as a  
6 matter of law or proof.

7 **PRAYER**

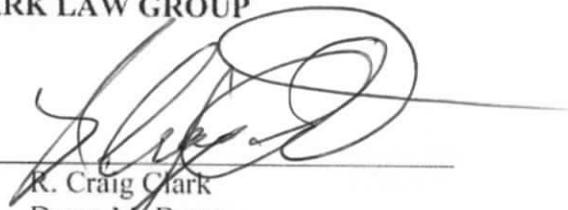
8 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, pray for  
9 relief and judgment against Defendants, jointly and severally, as follows:

- 10 A. For certification of this action as a class action as to each and every Class or Sub-Class
- 11 described herein;
- 12 B. For appointment of Plaintiffs as the representative of the Class;
- 13 C. For appointment of Plaintiff Gonzalez as representative for all aggrieved employees and the
- 14 State of California for the PAGA;
- 15 D. For appointment of counsel for Plaintiffs as Class Counsel;
- 16 E. For remedies pursuant to Labor Code § 226.7 and 512;
- 17 F. For remedies pursuant Labor Code § 203;
- 18 G. For remedies pursuant to Labor Code § 226;
- 19 H. For remedies pursuant to Labor Code §§ 2802 & 2804;
- 20 I. For unpaid wages, attorneys' fees, costs, and all remedies pursuant to Labor Code §§ 204,
- 21 510, 1194 & 1197;
- 22 J. For penalties pursuant to Labor Code § 558;
- 23 K. For prejudgment interest;
- 24 L. For civil penalties pursuant to the California Labor Code Private Attorneys General Act of
- 25 2004, Cal. Labor Code §§ 2699, et seq.
- 26 M. For reasonable attorneys' fees and costs of suit pursuant to Code of Civil Procedure §
- 27 1021.5, Labor Code § 218.5, and/or the common fund or substantial benefit theories; and
- 28 N. For such other relief as is allowed under California law and as the Court deems just and

1 proper.

2  
3 Dated: May 12, 2016

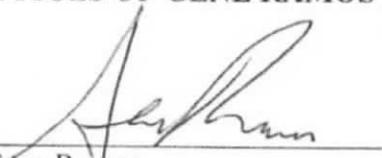
4 **CLARK LAW GROUP**

5  
6 By: 

7 R. Craig Clark  
8 Dawn M. Berry  
9 *Attorneys for Jaime Gonzalez and the Putative Class*

10 Dated: May 12, 2016

11 **LAW OFFICES OF GENE RAMOS**

12  
13 By: 

14 Gene Ramos  
15 *Attorneys for Thomas Delgado, Juan DeLira, Juan Perez, Jose Romero, and Jorge L. Martinez and the Putative Class*

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs, individually, and on behalf of all other similarly situated current and former  
3 employees of L and R., employed in the state of California, hereby demands a jury trial on issues  
4 triable to a jury.

5  
6 Dated: May 12, 2016

**CLARK LAW GROUP**

7  
8  
9 By: 

10 R. Craig Clark  
11 Dawn M. Berry  
12 *Attorneys for Jaime Gonzalez and the Putative Class*

13 Dated: May 12, 2016

**LAW OFFICES OF GENE RAMOS**

14  
15  
16 By: 

17 Gene Ramos  
18 *Attorneys for Thomas Delgado, Juan DeLira, Juan Perez, Jose Romero, and Jorge L. Martinez and the Putative Class*