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CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

NOV 19 2018

Sharri R. Carter, Executive Officer/Clerk
By: Ricardo Perez, Deputy

6 Attorneys for Plaintiff and the Proposed Class

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

11 CRYSTAL MARTINEZ RAMIREZ, an
12 individual, on behalf of herself, all others
13 similarly situated,

13 PLAINTIFF,

14 v.

15 SP PLUS CORPORATION; and DOES 1 to
16 50, inclusive,

17 DEFENDANTS.

CASE NO. BC614253

[Assigned for all purposes to the Hon. Howard
L. Halm, Dept 53]

First Amended
~~FIRST AMENDED CLASS ACTION AND~~
REPRESENTATIVE PAGA
COMPLAINT:

1. Violation of Labor Code § 226
2. Violation of Labor Code § 2802
3. Penalties Pursuant to Labor Code § 2699,
et seq. for violations of Labor Code
§§ 226(a) and 2802

Trial Date: None Set
Complaint Filed: March 18, 2016

CLASS AND REPRESENTATIVE ACTION COMPLAINT

1 Plaintiff CRYSTAL MARTINEZ RAMIREZ ("Plaintiff") on behalf of herself, all others
2 similarly situated, and on behalf of and the people of the State of California and as an "aggrieved
3 employee" acting as a private attorney general under the Labor Code Private Attorneys General
4 Act of 2004, § 2699, *et seq.* ("PAGA") complains of Defendant SP PLUS CORPORATION
5 ("Defendant") and each of them, as follows:

6 I

7 INTRODUCTION

8 1. This is a class and representative action brought pursuant to Code of Civil
9 Procedure § 382 and Labor Code § 2699, *et seq.*, on behalf of Plaintiff and the following group of
10 individuals:

11 All current and former employees who work/worked for Defendant in the State of
12 California from four years prior to the filing of the action to present. ("Proposed Class")

13 2. For at least one (1) year prior to the filing of the complaint and continuing to the
14 present, Defendant has engaged in a practice of failing to provide accurate itemized wage
15 statements in violation of Labor Code § 226(a).

16 a. Labor Code § 226(a)(6) requires that every employer shall furnish each of his
17 or her employees an accurate itemized statement in writing showing the
18 inclusive dates of the period for which the employee is paid including the start
19 and end dates of the pay period which are absent here. Plaintiff and all
20 members of the Proposed Class are issued wage statements that do not include
21 the start date of the pay period.

22 b. Labor Code § 226(a)(7) requires that every employer shall furnish each of his
23 or her employees an accurate itemized statement in writing showing the name
24 of the employee and only the last four digits of his or her social security
25 number or an employee identification number other than a social security
26 number. Plaintiff and all members of the Proposed Class are issued wage
27 statements that do not include the name of the employee.
28

1 c. Labor Code § 226(a)(8) requires that every employer shall furnish each of his
2 or her employees an accurate itemized statement in writing showing the name
3 and address of the legal entity that is the employer. Plaintiff and all members
4 of the Proposed Class are issued wage statements that do not include the name
5 and address of the legal entity that is the employer.

6 d. Labor Code § 226(a)(9) requires, semimonthly or at the time of each payment
7 of wages, every employer to furnish his or her employees an accurate itemized
8 wage statement in writing showing all applicable hourly rates in effect during
9 the pay period and the corresponding number of hours worked at each hourly
10 rate by the employee. Plaintiff and all members of the Proposed Class are
11 issued wage statements that that do not properly indicate all applicable hourly
12 rates in effect during the pay period and the corresponding number of hours
13 worked at each hourly rate.

14 3. For at least four (4) years prior to the filing of the complaint and continuing to the
15 present, Defendant has engaged in practices that violate Labor Code § 2802. Labor Code § 2802
16 provides that (a) An employer shall indemnify his or her employee for all necessary expenditures
17 or losses incurred by the employee in direct consequence of the discharge of his or her duties, or
18 of his or her obedience to the directions of the employer, even though unlawful, unless the
19 employee, at the time of obeying the directions, believed them to be unlawful. Here, Defendant
20 required Plaintiff and all members of the Proposed Class to clock in and out using their personal
21 cellphones and/or devices without reimbursement in violation of Labor Code § 2802.

22 4. Plaintiff, on behalf of herself and all members of the Proposed Class presently or
23 formerly employed by Defendant during the liability period, brings this representative action
24 pursuant to Labor Code § 2699, *et seq.* seeking penalties for Defendant's violation of California
25 Labor Code Sections §§ 226(a) and 2802.

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II

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over any and all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

6. This Court has personal jurisdiction over Defendant because Defendant has caused injuries in the County of LOS ANGELES and State of California through their acts, and by their violation of the California Labor Code and California state common law.

7. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. Defendant operates within California and does business within LOS ANGELES County, California. The unlawful acts alleged herein have a direct effect on Plaintiff and all "employees" within the State of California and LOS ANGELES County.

III

PARTIES

A. PLAINTIFF

8. Plaintiff CRYSTAL MARTINEZ RAMIREZ is a resident of California.

9. Plaintiff and all members of the Proposed Class are, and at all times pertinent hereto, have been classified as employees by Defendant. Defendant hires employees to work in California.

10. Upon information and belief, Plaintiff and all members of the Proposed Class are covered by California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8 Cal. Code of Regs. §§ 11040.)

11. Plaintiff and all hourly employees as defined above are aggrieved employees within the meaning of Labor Code § 2699, *et seq.* (See Labor Code § 2699(c).)

1 **B. DEFENDANTS**

2 12. Defendant SP PLUS CORPORATION is believed to be a California corporation
3 operating within the State of California. Defendant's corporate address is believed to be 200 E.
4 Randolph Street. Suite 7700, Chicago, IL 60611. Upon information and belief, Defendant
5 employed Plaintiff and similarly situated persons as employees within California. Defendant has
6 done and does business throughout the State of California.

7 13. The true names and capacities, whether individual, corporate, associate, or
8 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
9 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
10 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
11 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
12 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
13 capacities of the Defendants designated hereinafter as DOES when such identities become
14 known.

15 14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
16 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
17 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
18 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
19 employer and/or joint employer of Plaintiff and the other members of the Proposed Class.

20 **IV**

21 **FACTUAL BACKGROUND**

22 15. Plaintiff and the proposed Class are, and at all times pertinent hereto, have been
23 classified as hourly, non-exempt employees by Defendant.

24 16. Upon information and belief, Plaintiff and the proposed class are covered by
25 California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8 Cal.
26 Code of Regs. §§ 11040).

27 17. On a regular and consistent basis, Plaintiff alleges that she and the proposed Class
28 Members were subject to the following common practices and policies: Defendant has failed to:

- 1 a. provide accurate itemized wage statements in compliance with Labor Code §
2 226(a) that show the inclusive dates of the period for which the employee is
3 paid, the name of the employee and only the last four digits of his or her social
4 security number or an employee identification number other than a social
5 security number, the name and address of the legal entity that is the employer,
6 and all applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate by the employee;
8 and
9 b. Defendant has failed to reimburse business expenses in violation of Labor Code
10 §2802.

11 18. As a result of the acts alleged herein, Plaintiff alleges that Defendant violated the
12 Labor Code, including §§ 226, 2802, and 2699, *et seq.*

13 V.

14 CLASS ACTION ALLEGATIONS

15 19. Plaintiff brings this action on behalf of herself and all others similarly situated as a
16 Class Action pursuant to §382 of the Code of Civil Procedure. Plaintiff seeks to represent a
17 Proposed Class composed of and defined as follows:

18 Plaintiff and all current and former employees who work/worked for Defendant in
19 the State of California from four years prior to the filing to the action to present
20 ("Proposed Class" or "Proposed Class Members").

21 20. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
22 amend or modify the class description with greater specificity, by division into subclasses, or by
23 limitation to particular issues.

24 21. This action has been brought and may properly be maintained as a class action
25 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
26 community of interest in the litigation and the Proposed Class is easily ascertainable.

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2 **VI. Numerosity**

3 22. The potential members of the Proposed Class as defined are so numerous that
4 joinder of all the members of the proposed class is impracticable. While the precise number of
5 proposed class members has not been determined at this time, Plaintiff is informed and believes
6 that Defendant currently employs, and during the relevant time periods employed in excess of
7 1,000 members of the Proposed Class at any given time.

8 23. Plaintiff alleges that Defendant's employment records would provide information
9 as to the number and location of all proposed class members. Joinder of all members of the
10 Proposed Class is not practicable.

11 **B. Commonality**

12 24. There are questions of law and fact common to the Proposed Class that
13 predominate over any questions affecting only individual proposed class members. These
14 common questions of law and fact include, without limitation:

- 15 a. Whether Defendant has failed to provide accurate itemized wage statements in
16 compliance with Labor Code § 226(a) that properly show the inclusive dates of
17 the period for which the employee is paid, the name of the employee and only
18 the last four digits of his or her social security number or an employee
19 identification number other than a social security number, the name and
20 address of the legal entity that is the employer, and all applicable hourly rates
21 in effect during the pay period and the corresponding number of hours worked
22 at each hourly rate by the employee;
- 23 b. Whether Defendant has failed to properly reimburse all business expenses in
24 violation of Labor Code § 2802; and
- 25 c. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the
26 acts alleged herein.

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1 **C. Typicality**

2 25. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff
3 and all members of the Proposed Class sustained injuries caused by Defendant's common course
4 of conduct in violation of laws, regulations that have the force and effect of law, and statutes as
5 alleged herein.

6 **D. Adequacy of Representation**

7 26. Plaintiff will fairly and adequately represent and protect the interests of the
8 members of the Proposed Class.

9 27. Counsel who represent Plaintiff and the Proposed Class are competent and
10 experienced in litigating large, complex employment class actions.

11 **E. Superiority of Class Action**

12 28. A class action is superior to other available means for the fair and efficient
13 adjudication of this controversy. Individual joinder of all Proposed Class Members is not
14 practicable, and questions of law and fact common to the proposed class predominate over any
15 questions affecting only individual members of the proposed class. Each member of the Proposed
16 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or
17 practice of failing to pay all wages due, failing to provide accurate itemized wage statements, and
18 failing to pay all wages upon resignation or termination.

19 29. Class action treatment will allow those similarly situated persons to litigate their
20 claims in the manner that is most efficient and economical for the parties and the judicial system.
21 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
22 action that would preclude its maintenance as a class action.

23 **VI.**

24 **FIRST CAUSE OF ACTION**

25 **PLAINTIFF AND ALL MEMBERS OF THE PROPOSED CLASS AGAINST ALL**

26 **DEFENDANTS FOR VIOLATIONS OF LABOR CODE § 226(A)**

27 30. Plaintiff on behalf of herself and all members of the Proposed Class realleges and
28 incorporates by reference all previous paragraphs.

1 31. For at least one (1) year prior to the filing of the complaint and continuing to the
2 present, Defendant has engaged in a practice of failing to provide accurate itemized wage
3 statements in violation of Labor Code § 226(a) to Plaintiff and members of the Proposed Class.

4 32. Labor Code § 226(a)(6) requires that every employer shall furnish each of his or
5 her employees an accurate itemized statement in writing showing the inclusive dates of the period
6 for which the employee is paid including the start and end dates of the pay period which are
7 absent here. Plaintiff and all members of the Proposed Class are issued wage statements that do
8 not include the start date of the pay period.

9 33. Labor Code § 226(a)(7) requires that every employer shall furnish each of his or
10 her employees an accurate itemized statement in writing showing the name of the employee and
11 only the last four digits of his or her social security number or an employee identification number
12 other than a social security number. Plaintiff and all members of the Proposed Class are issued
13 wage statements that do not include the name of the employee.

14 34. Labor Code § 226(a)(8) requires that every employer shall furnish each of his or
15 her employees an accurate itemized statement in writing showing the name and address of the
16 legal entity that is the employer. Plaintiff and all members of the Proposed Class are issued wage
17 statements that do not include the name and address of the legal entity that is the employer.

18 35. Labor Code § 226(a)(9) requires, semimonthly or at the time of each payment of
19 wages, every employer to furnish his or her employees an accurate itemized wage statement in
20 writing showing all applicable hourly rates in effect during the pay period and the corresponding
21 number of hours worked at each hourly rate by the employee. Plaintiff and all members of the
22 Proposed Class are issued wage statements that that do not properly indicate all applicable hourly
23 rates in effect during the pay period and the corresponding number of hours worked at each
24 hourly rate.

25 36. Defendant has violated Labor Code § 226(a) with respect to Plaintiff and all
26 members of the Proposed Class.

27 37. Defendant's violation of Labor Code § 226(a) was all done on a regular and
28 consistent basis.

38. Labor Code § 226(a) provides for penalties resulting from Defendant's alleged conduct. Plaintiff, on behalf of herself and the Proposed Class, seeks such penalties and/or damages under the California Labor Code.

VII.

SECOND CAUSE OF ACTION

PLAINTIFF AND ALL MEMBERS OF THE PROPOSED CLASS AGAINST ALL
DEFENDANTS FOR VIOLATIONS OF LABOR CODE § 2802

39. Plaintiff on behalf of herself and all members of the Proposed Class realleges and incorporates by reference all previous paragraphs.

40. Labor Code § 2802 provides that (a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

41. Defendant has violated Labor Code § 2802 with respect to Plaintiff and all members of the Proposed Class. Defendant's violations include but are not limited to the fact it required Plaintiff and all members of the Proposed Class to clock in and out using their personal cellphones and/or devices without reimbursement in violation of Labor Code § 2802. Defendant did not indemnify Plaintiff and all members of the Proposed Class for these necessary expenditures or losses in violation of Labor Code § 2802.

42. Defendant's violation of Labor Code § 2802 was all done on a regular and consistent basis.

43. Plaintiff seeks reimbursement of necessary expenditures on behalf of the Proposed Class.

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1 VIII.

2 THIRD CAUSE OF ACTION

3 PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
4 FOR PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ. FOR VIOLATIONS
5 OF LABOR CODE §§ 226(a) and 2802

6 44. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates
7 by reference all previous paragraphs.

8 45. Defendant issued wage statements that violate Labor Code § 226(a). For at least
9 one (1) year prior to the date of the letter sent to the Labor Workforce Development Agency and
10 Defendant giving notice of these PAGA claims and continuing to the present, Defendant has
11 failed to provide accurate itemized wage statements in compliance with Labor Code § 226(a).

12 46. Labor Code § 226(a)(6) specifically requires that every employer shall,
13 semimonthly or at the time of each payment of wages, furnish each of his or her employees, an
14 accurate itemized statement in writing showing the inclusive dates of the period for which the
15 employee is paid. Defendant issues Plaintiff and all aggrieved employees wage statements that do
16 not indicate the start date of the pay period in violation of Labor Code § 226(a)(6). Thus,
17 Defendant has violated Labor Code § 226(a) with respect to Plaintiff and the Proposed Class.

18 47. Labor Code § 226(a)(7) requires that every employer shall, semimonthly or at the
19 time of each payment of wages, furnish each of his or her employees an accurate itemized
20 statement in writing showing the name of the employee and only the last four digits of his or her
21 social security number or an employee identification number other than a social security number.
22 Defendant issues Plaintiff and all aggrieved employees wage statements that do not include the
23 name of the employee in violation of Labor Code § 226(a)(7). Thus, Defendant has violated
24 Labor Code § 226(a) with respect to Plaintiff and the Proposed Class.

25 48. Labor Code § 226(a)(8) requires that every employer shall, semimonthly or at the
26 time of each payment of wages, furnish each of his or her employees, an accurate itemized
27 statement in writing showing the name and address of the legal entity that is the employer.
28 Defendant issues Plaintiff and the aggrieved employees wage statements that do not include the

1 name and address of the legal entity that is the employer in violation of Labor Code §226(a)(8).
2 Thus, Defendant has violated Labor Code §226(a) with respect to Plaintiff and the Proposed
3 Class.

4 49. Labor Code § 226(a)(9) requires that every employer shall, semimonthly or at the
5 time of each payment of wages, furnish each of his or her employees an accurate itemized wage
6 statement in writing showing all applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate by the employee. Defendant issues
8 Plaintiff and all aggrieved employees wage statements that do not properly indicate all applicable
9 hourly rates in effect during the pay period and the corresponding number of hours worked at
10 each hourly rate by the employee because the wage statements fail to include the applicable
11 regular, overtime rate, and double time rates and the number of hours worked at the
12 corresponding rate in violation of Labor Code §226(a)(9). Thus, Defendant has violated Labor
13 Code §226(a) with respect to Plaintiff and the Proposed Class.

14 50. Defendant's failure to provide accurate itemized wages statements according to
15 Labor Code § 226(a) to all itemized wage statement aggrieved employees was all done on a
16 regular and consistent basis.

17 51. Labor Code § 2802 provides that (a) An employer shall indemnify his or her
18 employee for all necessary expenditures or losses incurred by the employee in direct consequence
19 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
20 even though unlawful, unless the employee, at the time of obeying the directions, believed them
21 to be unlawful. Here, Defendant required Plaintiff and all aggrieved employees to clock in and
22 out for their work shifts using their personal cellphones and/or devices without reimbursement.
23 Defendant did not indemnify Plaintiff and the Proposed Class for these necessary expenditures or
24 losses in violation of Labor Code §2802.

25 52. Defendant's violation of Labor Code §2802 was all done on a regular and
26 consistent basis.

27 53. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code
28 § 2699, *et seq.* because of Defendant's violation of Labor Code §§ 226(a) and 2802.

54. Under Labor Code §§ 2699(f)(2) and 2699.5, for each such violation, Plaintiff and the Proposed Class are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

- a. \$100 for the initial violation per employee per pay period; and
- b. \$200 for each subsequent violation per employee per pay period.

55. These penalties will be allocated 75% to the Labor Workforce Development Agency and 25% to the affected employees.

56. On February 4, 2016, Plaintiff sent a letter, by certified mail, return receipt requested, to the LWDA and Defendant setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* (See Exhibit "1".) On February 8, 2016, the LWDA signed a certified mail return receipt verifying that it received Plaintiff's letter. (See Exhibit "2".) On February 8, 2016, Defendant signed a certified mail return receipt verifying that it received Plaintiff's letter. (See Exhibit "3".) Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA evidencing its intention to investigate within thirty-three (33) calendar days receipt of the letter. Therefore, Plaintiff is entitled to commence a civil action as though the LWDA has chosen not to investigate.

RELIEF REQUESTED

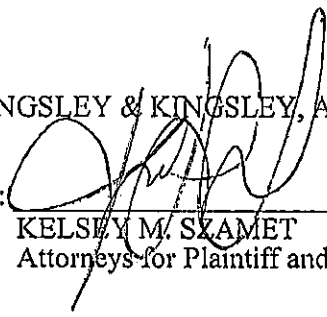
WHEREFORE, Plaintiff prays for the following relief on behalf of herself and the Proposed Class:

1. For penalties and other relief pursuant to Labor Code § 2699 et seq. because of Defendant's violation of Labor Code § 226(a) and 2802;
2. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000);
3. For reimbursement of all necessary expenditures on behalf of Plaintiff and the Proposed Class;
4. An award of prejudgment and post judgment interest;

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- 5. An award providing for payment of costs of suit;
- 6. An award of attorneys' fees; and
- 7. Such other and further relief as this Court may deem proper and just.

November 16, 2018

KINGSLEY & KINGSLEY, APC
By: 
KELSEY M. SZAMET
Attorneys for Plaintiff and the Proposed Class

34544303.1

EXHIBIT "1"

• GEORGE R. KINGSLEY •
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FAX (818) 990-2903

• retired
• of counsel

February 4, 2016

LABOR WORKFORCE DEVELOPMENT AGENCY
ATTN: PAGA ADMINISTRATOR
1515 Clay Street, Ste. 801
Oakland, CA 94612

SP PLUS CORPORATION
200 E. Randolph Street, Suite 770
Chicago, IL 60601

Re: *Crystal Martinez Ramirez v. SP Plus Corporation*
California Labor Code §2699 Penalties

Gentlepersons:

This office represents Crystal Martinez Ramirez ("Plaintiff") and a proposed group of current and former employees working for SP Plus Corporation ("Defendant") in the State of California for violations of California Labor Code §§ 226(a) and 2802. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and all of their California employees.

Plaintiff wishes to bring a representative action on behalf of herself and the State of California as well as on behalf of the following group of aggrieved employees defined as: all individuals who are employed or were employed by Defendant within the State of California who worked one or more pay periods one year prior to the date of this letter and continuing into the present (hereafter "aggrieved employees").

Specifically, Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) to all itemized wage statements aggrieved employees. Labor Code § 226(a)(6) requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing the inclusive dates of the period for which the employee is paid including the start and end dates of the pay period. Plaintiff and all aggrieved employees are issued wage statements that do not include the start date of the pay period.

Labor Code § 226(a)(7) requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing the name of the employee and only the last four digits of his or her social security

EXHIBIT

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number or an employee identification number other than a social security number. Plaintiff and the itemized wage statements aggrieved employees are issued wage statements that do not include the name of the employee.

Labor Code § 226(a)(8) requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing the name and address of the legal entity that is the employer. Plaintiff and the itemized wage statements aggrieved employees are issued wage statements that do not include the name and address of the legal entity that is the employer.

Defendant also engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a)(9) to all itemized wage statements aggrieved employees. Labor Code § 226(a)(9) requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the itemized wage statements aggrieved employees are issued wage statements that do not include the applicable regular, overtime rate, and double time rates and the number of hours worked at the corresponding rate.

Thus, Defendant's practice violates Labor Code § 226(a) as it relates to Plaintiff and the aggrieved employees.

In addition, Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Here, Defendant required Plaintiff and all aggrieved employees clock in and out using their personal cellphone without reimbursement in violation of Labor Code § 2802.

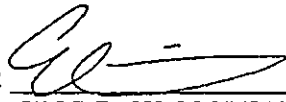
Defendant's failure to provide accurately itemized wage statements and failure to properly reimburse expenses were all done on a regular and consistent basis.

LABOR WORKFORCE DEVELOPMENT AGENCY
Ramirez v. SP Plus Corporation
California Labor Code § 2699 Penalties
February 4, 2016
Page 3 of 3

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 226(a) and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 
ERIC B. KINGSLEY

EBK/jp
Certified Mail, Return Receipt Requested
LWDA #7015 0640 0003 6593 2285
SP PLUS CORPORATION # 7015 0640 0003 6593 2292

EXHIBIT "2"

UNITED STATES POSTAL SERVICE

SP PLUS CORPORATION



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

KINGSLEY & KINGSLEY, APC
16133 VENTURA BL., SUITE 1200
ENCINO, CA 91436

USPS TRACKING#



9590 9403 0608 5183 0077 39

EXHIBIT

2

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

LABOR WORKFORCE DEVELOPMENT
ATTN: PAGA ADMINISTRATOR
1515 Clay Street, Ste. 801
Oakland, CA 94612



9590 9403 0608 5183 0077 33

2. Article Number (transfer from service label)

7015 0640 0003 6593 2285

COMPLETE THIS SECTION ON DELIVERY

A. Signature

RECEIVED
DEPT. OF INDUSTRIAL RELATIONS

☐ Agent
☐ Address

B. Received by (Printed Name)

FEB 08 2015

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

LA 10 YES, enter delivery address below: ☐ No

LABOR WORKFORCE DEVELOPMENT AGENCY

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☒ Return Receipt for Merchandise

☐ Signature Confirmation®

☐ Signature Confirmation Restricted Delivery

EXHIBIT "3"

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

SP MUSIC CORPORATION

Form 3841

• Sender: Please print your name, address, and ZIP+4® in this box®

KINGSLEY & KINGSLEY, APC
16133 VENTURA BL., SUITE 1200
ENCINO, CA 91436

USPS TRACKING#



435241600

9590 9403 0606 5183 0077 40

EXHIBIT

3

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SP PLUS CORPORATION
200 E. Randolph Street, Suite 770
Chicago, IL 60601



9590 9403 0608 5183 0077 40

2. Article Number (Transfer from service label)

7015 0640 0003 6593 2292

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent☐ Address

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:☐ Yes☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery
(over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☒ Return Receipt for Merchandise☐ Signature Confirmation☐ Signature Confirmation Restricted Delivery

Your COURTESY COPY
was delivered to
Department **53**

513 5

DATE: **11-19-18**

ORDER: **94344**