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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

LEONARD OCAMPO, an individual, on
behalf of himself, others similarly situated,
and on behalf of the State of California, as a
private attorney general,

PLAINTIFF,

v.

PARKING CONCEPTS, INC.; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. 30-2022-01246363-CU-OE-CXC

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Provide Meal Periods
Pursuant to Labor Code §§ 226.7 and 512
2. Failure to Provide Rest Periods
Pursuant to Labor Code §§ 226.7 and 512
3. Violation of Labor Code § 2802
4. Violation of Labor Code § 226(a)
5. Penalties Pursuant to Labor Code § 203
6. Violation of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802

1 Plaintiff LEONARD OCAMPO (“Plaintiff”), an individual, on behalf of himself, all others
2 similarly situated pursuant to Code of Civil Procedure § 382, and the people of the State of
3 California and as an “aggrieved employee” under the Labor Code Private Attorneys General Act
4 of 2004, §2699, et seq. (“PAGA”) complains against PARKING CONCEPTS, INC.
5 (“Defendant”), a corporation, and DOES 1 to 50 (collectively “Defendants”), as follows:

6 **I**

7 **GENERAL ALLEGATIONS**

8 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
9 382 and Labor Code §2699 et seq., on behalf of Plaintiff, all others similarly situated, and all
10 aggrieved employees.

11 2. Plaintiff brings this Class Action on behalf of himself and a Proposed Class defined
12 as:

All non-exempt employees employed by Defendant in California at
any time between December 10, 2020 through October 1, 2022,
inclusive (the “Class Period”). (“Class” or “Class Member(s)”.)

15 3. Plaintiff brings this Representative Action on behalf of the following aggrieved
16 employees defined as:

All non-exempt employees who are employed or have been
employed by PARKING CONCEPTS, INC., in the State of
California who worked one or more pay periods since one (1) year
prior to the date of Plaintiff’s notice letter to the Labor & Workforce
Development Agency (“LWDA”) and continuing to the present plus
any additional time during which the statutes of limitation for the
causes of action herein were tolled pursuant to Emergency Rule 9 of
the California Rules of Court, the ‘Emergency Rules Related to
COVID-19’. (“aggrieved employees”)

23 4. Any limitations period referenced in this letter is extended pursuant to Emergency
24 Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the California Rules of
25 Court, adopted effective April 6, 2020, which provides that the statutes of limitation that exceed
26 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020 [“Notwithstanding
27 any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days
28 are tolled from April 6, 2020 until October 1, 2020.”] Any reference to the relevant time period or

1 statute of limitations referenced in this letter is extended into the past by the number of days in
2 which this tolling was in effect.

3 5. During the Class Period, Defendant failed to apprise Plaintiff and Class Members
4 of their rights associated with meal periods and failed to provide compliant meal periods. In
5 addition, Defendant has had a consistent policy and practice of: (1) failing to provide Plaintiff and
6 Class Members with compliant meal periods in violation of Labor Code §§ 226.7 and 512; and (2)
7 failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation
8 for each workday that the complaint meal period was not provided. Very recently, on July 15, 2021,
9 in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for
10 calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a
11 compliant meal period or rest break. Specifically, the Court held that those premium payments must
12 include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot
13 simply be paid at an employee's base hourly rate. Here, when meal period premiums were provided,
14 Defendant has had a consistent policy of paying meal period premiums at the base rate and not blended rate
15 in violation of Labor Code §§ 226.7 and 512.

16 6. During the Class Period, Defendant failed to provide Plaintiff and Class Members
17 with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction
18 thereof. Further, Plaintiff and Class Members were not compensated with one (1) hour of wages
19 at the regular rate of compensation for each missed rest period as required by Labor Code § 226.7.
20 As discussed above, *Ferra* requires the rest period premium payments must include the hourly value
21 of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an
22 employee's base hourly rate. As with meal periods, when rest period premiums were provided, Defendant
23 has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in
24 violation of the Labor Code.

25 7. During the Class Period, Defendant has engaged in practices that violate Labor
26 Code § 2802. Plaintiff and Class Members were required to incur substantial expenses in direct
27 consequence of the discharge of their duties for Defendant without reimbursement. Specifically,
28 Defendant has failed to reimburse Plaintiff and Class Members the cost of using their personal cell

1 phones for business related purposes. Defendant required that Plaintiff and Class Members be
2 available by cell phone and answer/use their cell phones while working and this was necessary to
3 perform their job duties. These cell phones were not provided by Defendant, and Defendant failed
4 to reimburse Plaintiff and Class Members for the costs associated with using these personal cell
5 phones. Defendant also required Plaintiff and Class Members to travel to perform work tasks.
6 Because Defendant did not provide buses or other transportation to workers so that they could
7 travel during their shifts, Plaintiff and Class Members used their own vehicles to travel from place
8 to place. Defendant did not cover the costs for mileage in violation of California law.

9 8. During the Class Period, Defendant engaged in a practice of failing to provide
10 accurate itemized wage statements in violation of Labor Code § 226(a), which requires that every
11 employer shall semimonthly or at the time of each payment of wages, furnish each of his or her
12 employees, an accurate itemized statement in writing showing all applicable hourly rates in effect
13 during the pay period and the corresponding number of hours worked at each hourly rate by the
14 employee. Defendant issued Plaintiff and Class Members wage statements that did not properly
15 indicate all applicable hourly rates in effect during the pay period and the corresponding number
16 of hours worked at each hourly rate by the employee. Plaintiff and Class Members were issued
17 wage statements that did not include meal and rest premiums as a result of the claims alleged above
18 and they were not paid premiums at the appropriate rate of pay.

19 9. During the Class Period, Defendant has failed to pay all wages due at the time of
20 termination or resignation to Plaintiff and Class Members in violation of Labor Code §§201-203.

21 10. Plaintiff, on behalf of himself, brings this action pursuant to Labor Code §§ 201,
22 202, 203, 226(a), 226.7, 512, and 2802; Wage Order 4-2001; and California Code of Regulations,
23 Title 8, Section 11040, seeking meal and rest period penalties, reimbursement of out of pocket
24 business related expenses, accurate itemized wage statements, wages due upon termination, other
25 penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

26 11. Plaintiff, on behalf of himself and all proposed Class Members, pursuant to
27 Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and
28 disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

12. For at least one (1) year prior to the date of Plaintiff's letter sent to the Labor Workforce and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to PAGA and continuing to the present, and as extended by Emergency Rule 9 referenced in paragraph 4 above, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved employees presently or formerly employed by Defendant during the liability period as defined above and in his PAGA notice letter, brings this representative action pursuant to Labor Code §2699, *et seq.* seeking penalties for Defendant's failure to provide lawful meal and rest periods, failure to issue accurate itemized wage statements, failure to pay all wages due at the time of termination, and failure to reimburse business-related expenses. A true and correct copy of Plaintiff's PAGA notice letter is attached hereto as Exhibit "1".

II.

JURISDICTION & VENUE

13. 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.

14. This Court has personal jurisdiction over Defendant because Defendant has caused injuries in Orange County and the State of California through its acts, and by its violation of the California Labor Code and California state common law, and California Business & Professions Code § 17200, *et seq.*

15. At all times set forth herein, Defendant is and was, based upon information and belief, a California corporation doing business in Orange County and in the State of California with its California address at 12 Mauchly Bldg. I, Irvine, CA 92618. At all relevant times, Defendant employed Plaintiff in the State of California.

16. 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 the County

1 of Orange, California. The unlawful acts alleged herein have a direct effect on Plaintiff, all
2 proposed Class Members, and all “aggrieved employees” within the State of California and Orange
3 County.

4 17. This case should be classified as complex according to Rule 3.400 of the California
5 Rules of Court, and assigned to a complex litigation judge and department, as it will involve
6 substantial documentary evidence, a large number of witnesses, and is likely to involve extensive
7 motion practice raising difficult or novel issues that will be time-consuming to resolve and would
8 require substantial post judgment judicial supervision.

9 18. Plaintiff also files this representative action complaint for penalties under Labor
10 Code §2699, *et seq.* as a matter of right. (*see* Labor Code § 2699.3(a)(2)(C).)

11 **III.**

12 **PARTIES**

13 **A. Plaintiff**

14 19. Plaintiff LEONARD OCAMPO is a resident of California. Plaintiff was employed
15 by Defendant as a non-exempt employee in California.

16 20. Plaintiff and all proposed Class Members, were regularly required to:
17 a. Work without being provided compliant meal periods;
18 b. Work without being provided compliant rest periods;
19 c. Work without being reimbursed for all business-related expenses; and,
20 d. Work without being provided accurate itemized wage statements as
21 required by California law.

22 21. Defendant willfully failed to compensate Plaintiff and all proposed Class Members
23 for wages at the termination of their employment with Defendant.

24 22. As a result of this conduct, Defendant has engaged in unfair competition and
25 unlawful business practices.

26 23. Plaintiff and all current and former employees are aggrieved employees, as defined
27 above, in Plaintiff’s PAGA notice letter to the LWDA, and within the meaning of Labor Code
28 §2699, *et seq.* (*See* Labor Code §2699(c).)

B. Defendants

24. Defendant PARKING CONCEPTS, INC. is a California Corporation operating in California including in the County of Orange. The Defendant's California address is 12 Mauchly Bldg. I, Irvine, CA 92618.

25. Upon information and belief, Defendant employed Plaintiff, similarly situated persons, and other aggrieved employees within California. Defendant has done and does business throughout the State of California.

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

27. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each of the Defendants are legally attributable to the other Defendants.

28. Furthermore, Defendants acted in all respects as the employers or joint employers of the proposed Class and aggrieved employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of aggrieved employees, or suffered or permitted the proposed Class and aggrieved employees to work, or engaged, thereby creating a common law employment relationship, with the proposed Class and aggrieved employees. Therefore, Defendants, and each of them, employed or jointly employed the proposed Class and aggrieved employees.

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1 **IV.**

2 **FACTUAL ALLEGATIONS COMMON AS TO PLAINTIFF AND THE CLASS**

3 29. Plaintiff and the proposed Class are, and at all times pertinent hereto, have been
4 classified as non-exempt employees by Defendant.

5 30. Upon information and belief, Plaintiff and the proposed Class are covered by
6 California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8 Cal.
7 Code of Regs. § 11040).

8 31. On a regular and consistent basis, Defendant failed to apprise Plaintiff and proposed
9 Class Members of their rights associated with meal periods and failed to provide compliant meal
10 periods. In addition, Defendant has had a consistent policy and practice of: (1) failing to provide
11 Plaintiff and proposed Class Members with compliant meal periods in violation of Labor Code §§
12 226.7 and 512; and (2) failing to pay such employees one (1) hour of pay at the employees' regular
13 rate of compensation for each workday that the complaint meal period was not provided. Very
14 recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set
15 forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer
16 fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium
17 payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary
18 bonuses), and cannot simply be paid at an employee's base hourly rate. Here, when meal period premiums
19 were provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and
20 not blended rate in violation of Labor Code §§ 226.7 and 512.

21 32. On a regular and consistent basis, Defendant failed to provide Plaintiff and
22 proposed Class Members with rest breaks of not less than ten (10) minutes per four (4) hour work
23 period, or major fraction thereof. Further, Plaintiff and proposed Class Members were not
24 compensated with one (1) hour of wages at the regular rate of compensation for each missed rest
25 period as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period
26 premium payments must include the hourly value of any nondiscretionary earnings (such as a
27 nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. As with meal
28 periods, when rest period premiums were provided, Defendant has had a consistent policy of paying rest

1 period premiums at the base rate and not the blended rate in violation of the Labor Code.

2 33. On a regular and consistent basis, Defendant failed to reimburse Plaintiff and
3 proposed Class Members the cost of using their personal cell phones and mileage for business
4 related purposes. Defendant required that Plaintiff and proposed Class Members be available by
5 cell phone and answer/use their cell phones and use their own personal vehicles while working,
6 and this was necessary to perform their job duties. These cell phones and vehicles were not
7 provided by Defendant, and Defendant failed to reimburse Plaintiff and proposed Class Members
8 for the costs associated with using these personal cell phone and vehicles.

9 34. On a regular and consistent basis, Defendant issued Plaintiff and proposed Class
10 Members wage statements that did not properly indicate all applicable hourly rates in effect during
11 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
12 Plaintiff and proposed Class Members were issued wage statements that did not include meal and
13 rest premiums as a result of the claims alleged above and when they were provided, they were not
14 provided at the accurate rate.

15 35. Defendant has failed to pay all wages due at the time of termination or within
16 seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days
17 thereafter in violation of Labor Code §§ 201-203.

18 **V.**

19 **FACTUAL ALLEGATIONS AS TO PLAINTIFF AND ALL AGGRIEVED EMPLOYEES**

20 36. Plaintiff and the aggrieved employees, at all times pertinent hereto, have been
21 classified as non-exempt employees.

22 37. Upon information and belief, Plaintiff and the aggrieved employees are covered by
23 California Industrial Welfare Commission Occupational Wage Order No. 7-2001 (Title 8 Cal.
24 Code of Regs. §11070).

25 38. As explained in detail above as a result of Defendant's failure to provide lawful
26 meal and rest periods, failure to reimburse business-related expenses, failure to issue accurate
27 itemized wage statements, and failure to pay all wages due at the time of termination to Plaintiff
28 and all aggrieved employees, Defendant violated Labor Code §2699, *et seq.*

39. On a regular and consistent basis, for all aggrieved employees employed by Defendant, Plaintiff seeks penalties under Labor Code §2699, *et seq.* because Defendant has failed to comply with Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802, which call for civil penalties.

VI.

CLASS ACTION ALLEGATIONS

40. Plaintiff brings this action on behalf of himself and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a proposed Class composed of and defined as follows:

All non-exempt employees employed by Defendant in California at any time between December 10, 2020 through October 1, 2022, inclusive (the “Class Period”). (“Class” or “Class Member(s)”).

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

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

A. NUMEROSITY

43. The potential members of the proposed Class as defined are so numerous that joinder of all the members of the proposed Class is impracticable. While the precise number of proposed Class Members has not been determined at this time, Plaintiff is informed and believes that Defendant currently employ, and during the relevant time periods employed over 50 members of the proposed Class.

44. Plaintiff alleges that Defendant's employment records would provide information as to the number and location of all proposed Class Members. Joinder of all members of the proposed Class is not practicable.

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1 **B. COMMONALITY**

2 45. There are questions of law and fact common to the proposed Class that predominate
3 over any questions affecting only individual proposed Class Members. These common questions
4 of law and fact include, without limitation:

5 a. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 4-
6 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the proposed Class
7 of their right to take meal periods and by failing to provide required meal periods throughout the
8 term of employment and failing to compensate said employees one (1) hours wages in lieu of rest
9 periods;

10 b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 4 -
11 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the proposed Class
12 of their right to take rest periods and failing to provide required rest periods throughout the term
13 of employment and failing to compensate said employees one (1) hours wages in lieu of rest
14 periods;

15 c. Whether Defendant violated Labor Code § 2802 and IWC Wage Order 4 -
16 2001 or other applicable IWC Wage Orders, by failing to reimburse out of pocket expenses for the
17 costs of personal cell phone usage and vehicle usage necessary for the completion of their job
18 duties;

19 d. Whether Defendant violated Labor Code § 226(a) and Wage Order 4-2001
20 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11040 by failing to
21 provide accurate itemized wage statements that show all applicable hourly rates in effect during
22 the pay period and the corresponding number of hours worked at each hourly rate by the employee
23 and meal and rest period premiums to Plaintiff and the proposed Class;

24 e. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay
25 compensation due and owing at the time that Plaintiff and any proposed Class Member's
26 employment with Defendant terminated;

27 f. Whether Defendant violated § 17200, *et seq.* of the Business & Professions
28 Code by engaging in the acts previously alleged; and

1 g. Whether Plaintiff and the members of the proposed Class are entitled to
2 equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

3 **C. TYPICALITY**

4 46. The claims of Plaintiff are typical of the claims of the proposed Class. Plaintiff and
5 all members of the proposed Class sustained injuries and damages arising out of and caused by
6 Defendant's common course of conduct in violation of laws, regulations that have the force and
7 effect of law, and statutes as alleged herein.

8 **D. ADEQUACY OF REPRESENTATION**

9 47. Plaintiff will fairly and adequately represent and protect the interests of the
10 members of the proposed Class.

11 48. Counsel who represent Plaintiff and the proposed Class are competent and
12 experienced in litigating large employment class actions.

13 **E. SUPERIORITY OF CLASS ACTION**

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

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

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VII.

FIRST CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE CLASS

FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO

LABOR CODE § 226.7 AND LABOR CODE § 512

51. Plaintiff, on behalf of himself and the proposed Class, realleges and incorporates by reference all previous paragraphs.

52. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of these rights.

53. Defendant failed to inform Plaintiff and the members of the proposed Class of their right to take compliant meal periods by way of a lawful policy.

54. Defendant failed to provide Plaintiff and the proposed Class with proper meal periods of not less than thirty (30) minutes as required by the Labor Code during the relevant time period.

55. Defendant also failed to pay members of the proposed Class one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary commission pay), and cannot simply be paid at an employee's base hourly rate. Here, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

56. Pursuant to Labor Code § 226.7, Plaintiff and the proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed meal break in a sum to be proven at trial.

VIII.

SECOND CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE CLASS

FAILURE TO ALLOW REST PERIODS PURSUANT TO

LABOR CODE § 226.7

57. Plaintiff, on behalf of himself and the proposed Class, realleges and incorporates by reference all previous paragraphs.

58. Labor Code § 226.7 requires an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof). Defendant failed to maintain a policy informing Plaintiff and the proposed Class of this right.

59. Defendant failed to inform Plaintiff and the members of the proposed Class of their right to take compliant rest periods by way of a lawful policy.

60. Defendant failed to provide Plaintiff and the proposed Class with rest breaks of not less than ten (10) minutes as required by the Labor Code during the relevant time period.

61. Further, Plaintiff and the proposed Class were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code §226.7. As discussed above, in *Ferra*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as commission pay), and cannot simply be paid at an employee's base hourly rate. Here, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7.

62. Pursuant to Labor Code § 226.7, Plaintiff and the proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven

1 at trial.

2 **IX.**

3 **THIRD CAUSE OF ACTION**

4 **PLAINTIFF ON BEHALF OF HIMSELF AND THE CLASS**

5 **VIOLATION OF LABOR CODE § 2802**

6 63. Plaintiff, on behalf of himself and the proposed Class, realleges and incorporates
7 by reference all previous paragraphs.

8 64. Labor Code § 2802 provides that an employer shall indemnify its employee for all
9 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
10 of his or her duties.

11 65. Defendant has failed to reimburse Plaintiff and proposed Class Members the cost
12 of using their personal cell phones for business related purposes. Defendant required that Plaintiff
13 and proposed Class Members be available by cell phone and answer/use their cell phones while
14 working and this was necessary to perform their job duties. These cell phones were not provided
15 by Defendant and Defendant failed to reimburse Plaintiff and proposed Class Members for the
16 costs associated with using these personal cell phones.

17 66. Additionally, Defendant required Plaintiff and proposed Class Members to travel
18 to perform work tasks. Because Defendant did not provide buses or other transportation to workers
19 so that they could travel during their shifts, Plaintiff and proposed Class Members used their own
20 vehicles to travel from place to place. Defendant did not cover the costs for mileage in violation
21 of California law.

22 67. As a result of the unlawful acts of Defendant, Plaintiff and the proposed Class have
23 been deprived of reimbursement in the amounts to be determined at trial, and are entitled to
24 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

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X.

FOURTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE CLASS

VIOLATION OF LABOR CODE § 226(A)

68. Plaintiff, on behalf of himself and the proposed Class, realleges and incorporates by reference all previous paragraphs.

69. Labor Code §226(a) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of its employees, an accurate itemized statement in writing showing the total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Sections 226(a)(2) and (9).

70. Plaintiff and the proposed Class were issued wage statements that did not include the total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee in violation of the Labor Code.

71. Further, Plaintiff and the proposed Class were issued wage statements that did not include meal and rest premiums as a result of the claims alleged above and when they were provided, they were not provided at the accurate rate.

72. Defendant's failure to provide accurate itemized wages statements according to Labor Code § 226(a) was done on a regular and consistent basis.

73. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorneys' fees.

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XI.

FIFTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE CLASS

WAITING TIME PENALTIES UNDER LABOR CODE § 203

74. Plaintiff, on behalf of himself and the proposed Class, realleges and incorporates by reference all previous paragraphs.

75. Numerous members of the proposed Class, including the Plaintiff, are no longer employed by Defendant. They were either fired or quit Defendant's employ.

76. Defendant's failure to pay wages, as alleged above was willful in that Defendant knew wages to be due but failed to pay them, thus entitling Plaintiff and the proposed Class to penalties under Labor Code § 203, which provides that an employee's wages shall continue as a penalty until paid for a period of up to thirty (30) days from the time they were due.

77. Defendant has failed to pay Plaintiff and others a sum certain at the time of termination or within seventy-two (72) hours of their resignation, and has failed to pay those sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and the proposed Class are entitled to a penalty in the amount of Plaintiff's and the proposed Class Members' daily wage multiplied by thirty (30) days.

XII.

SIXTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE CLASS

UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200

78. Plaintiff, on behalf of himself and the proposed Class, realleges and incorporates by reference all previous paragraphs.

79. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself, on behalf of the general public, and on behalf of the proposed Class, brings this claim pursuant to Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and the proposed Class. Plaintiff seeks to enforce important rights affecting the public

1 interest within the meaning of Code of Civil Procedure § 1021.5.

2 80. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
3 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
4 appropriate equitable relief.

5 81. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
6 practices.

7 82. California’s wage and hour laws express fundamental public policies. Providing
8 employees with proper wages and compensation are fundamental public policies of this State and
9 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
10 vigorously minimum labor standards, to ensure that employees are not required or permitted to
11 work under substandard and unlawful conditions, and to protect law-abiding employers and their
12 employees from competitors who lower their costs by failing to comply with minimum labor
13 standards.

14 83. Defendant has violated statutes and public policies as alleged herein. Through the
15 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, has
16 violated specific provisions of the Labor Code, and has engaged in other unlawful and unfair
17 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,
18 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
19 guaranteed to all employees under law.

20 84. Defendant’s conduct, as alleged hereinabove, constitutes unfair competition in
21 violation of § 17200, *et seq.* of the Business & Professions Code.

22 85. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
23 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
24 § 17200, *et seq.* of the Business & Professions Code.

25 86. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and
26 others similarly situated have been damaged in a sum as may be proven.

27 87. Unless restrained, Defendant will continue to engage in the unlawful conduct as
28 alleged above. Pursuant to the Business & Professions Code, this court should make such orders

1 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
2 employment by Defendant, its agents, or employees, of any unlawful or deceptive practices
3 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
4 and disgorgement of profits which may be necessary to restore Plaintiff and members of the
5 proposed Class the money Defendant has unlawfully failed to pay.

6 **XIII.**

7 **SEVENTH CAUSE OF ACTION**

8 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
9 **FOR PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ. FOR VIOLATIONS**
10 **OF LABOR CODE §§ 201, 202, 203, 226(A), 226.7, 512, AND 2802**

11 88. Plaintiff on behalf of himself and all aggrieved employees realleges and
12 incorporates by reference all previous paragraphs.

13 89. For at least one (1) year prior to the date of the letter sent to the LWDA and
14 Defendant giving notice of Plaintiff's claim pursuant to PAGA and continuing to the present,
15 Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with
16 meal periods and failed to provide compliant meal periods. In addition, Defendant has had a
17 consistent policy and practice of: (1) failing to provide Plaintiff and the aggrieved employees with
18 compliant meal periods in violation of Labor Code §§ 226.7 and 512; and (2) failing to pay such
19 employees one (1) hour of pay at the employees' regular rate of compensation for each workday
20 that the complaint meal period was not provided. As discussed above, in *Ferra v. Loews Hollywood*
21 *Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of
22 premium pay that employees are owed if an employer fails to provide a compliant meal period or rest
23 break. Specifically, the Court held that those premium payments must include the hourly value of any
24 nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an
25 employee's base hourly rate. Here, when meal period premiums were provided, Defendant has had a
26 consistent policy of paying meal period premiums at the base rate and not blended rate in violation of Labor
27 Code §§ 226.7 and 512. Thus, Plaintiff is an aggrieved employee within the meaning of PAGA and
28 Defendant has violated Labor Code Labor Code §§ 226.7 and 512 with respect to Plaintiff and all

1 aggrieved employees.

2 90. For at least one (1) year prior to the date of the letter sent to the LWDA and
3 Defendant giving notice of Plaintiff's claim pursuant to PAGA and continuing to the present,
4 Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than
5 ten (10) minutes per four (4) hour work period, or major fraction thereof. Further, Plaintiff and
6 the aggrieved employees were not compensated with one (1) hour of wages at the regular rate of
7 compensation for each missed rest period as required by Labor Code § 226.7. As discussed above,
8 *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary
9 earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly
10 rate. As with meal periods, when rest period premiums were provided, Defendant has had a consistent
11 policy of paying rest period premiums at the base rate and not the blended rate in violation of the Labor
12 Code. Thus, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has
13 violated Labor Code Labor Code § 226.7 with respect to Plaintiff and all aggrieved employees.

14 91. For at least one (1) year prior to the date of the letter sent to the LWDA and
15 Defendant giving notice of Plaintiff's claim pursuant to PAGA and continuing to the present,
16 Defendant has engaged in practices that violate Labor Code § 2802. Plaintiff and all aggrieved
17 employees were required to incur substantial expenses in direct consequence of the discharge of
18 their duties for Defendant without reimbursement. Specifically, Defendant has failed to reimburse
19 Plaintiff and the aggrieved employees the cost of using their personal cell phones for business
20 related purposes. Defendant required that Plaintiff and the aggrieved employees be available by
21 cell phone and answer/use their cell phones while working and this was necessary to perform their
22 job duties. These cell phones were not provided by Defendant, and Defendant failed to reimburse
23 Plaintiff and the aggrieved employees for the costs associated with using these personal cell
24 phones. Defendant also required Plaintiff and the aggrieved employees to travel to perform work
25 tasks. Because Defendant did not provide buses or other transportation to workers so that they
26 could travel during their shifts, Plaintiff and the aggrieved employees used their own vehicles to
27 travel from place to place. Defendant did not cover the costs for mileage in violation of California
28 law. Thus, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has

1 violated Labor Code Labor Code § 2802 with respect to Plaintiff and all aggrieved employees.

2 92. For at least one (1) year prior to the date of the letter sent to the LWDA and
3 Defendant giving notice of Plaintiff's claim pursuant to PAGA and continuing to the present,
4 Defendant engaged in a practice of failing to provide accurate itemized wage statements in
5 violation of Labor Code § 226(a), which requires that every employer shall semimonthly or at the
6 time of each payment of wages, furnish each of its employees, an accurate itemized statement in
7 writing showing all applicable hourly rates in effect during the pay period and the corresponding
8 number of hours worked at each hourly rate by the employee. Defendant issued Plaintiff and all
9 aggrieved employees wage statements that did not properly indicate all applicable hourly rates in
10 effect during the pay period and the corresponding number of hours worked at each hourly rate by
11 the employee. Plaintiff and the aggrieved employees were issued wage statements that did not
12 include meal and rest premiums as a result of the claims alleged above and they were not paid
13 premiums at the appropriate rate of pay. Thus, Plaintiff is an aggrieved employee within the
14 meaning of PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiff and
15 all aggrieved employees.

16 93. For at least one (1) year prior to the date of the letter sent to the LWDA and
17 Defendant giving notice of Plaintiff's claim pursuant to PAGA and continuing to the present,
18 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and
19 all aggrieved employees in violation of Labor Code §§ 201, 202, and 203.

20 94. Defendant's violation of Labor Code Labor Code §§ 201, 202, 203, 226(a), 226.7,
21 512, and 2802 was done on a regular and consistent basis.

22 95. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code
23 §2699, et seq. because of Defendant's violation of Labor Code §§ 2201, 202, 203, 226(a), 226.7,
24 512, and 2802.

25 96. Under Labor Code §§2699(f)(2) and 2699.5, for each such violation, Plaintiff and
26 all other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial
27 subject to the following formula:

28 a. \$100 for the initial violation per employee per pay period; and

b. \$200 for each subsequent violation per employee per pay period.

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

98. On December 10, 2021, Plaintiff electronically filed a PAGA Claim Notice letter to the LWDA, via the State of California Labor and Workforce Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/308>), describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802 and mailed by certified mail, return receipt requested, to Defendant setting forth the specific facts and theories of the violations alleged against Defendants, as prescribed by Labor Code §2698 *et seq.* (*see* Exhibit "1"). Plaintiff also mailed his notice letter by certified mail to Bernet Resnick, the listed Agent for Service of Process for Defendant on the California Secretary of State website¹, on December 10, 2021. (*see also* Exhibit "1".) Plaintiff obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit "2".) On December 16, 2021, Defendant signed a certified mail return receipt verifying that it also received Plaintiff's letter. (*see* Exhibit "3".) The listed Agent for Service of Process for Defendant also signed a certified mail return receipt confirming that it received Plaintiff's letter as well. (*see* Exhibit "3".)

99. Pursuant to Labor Code §2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA evidencing its intention to investigate within 65 calendar days of the postmark date of the notice. Therefore, Plaintiff is entitled to commence a civil action as though the LWDA has chosen not to investigate.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages in the amount of Plaintiff's and each proposed Class Members' hourly wage for each meal period missed or taken late during the Class Period;

2. For compensatory damages in the amount of Plaintiff's and each proposed Class Members' hourly wage for each rest period missed or taken late during the Class Period;

¹ <https://businesssearch.sos.ca.gov/>

1 3. For compensatory damages in the amount of Plaintiff's and each proposed Class
2 Member's unreimbursed cost of personal cell phone and vehicle usage for business related
3 purposes as a requirement of employment;

4 4. For penalties pursuant to Labor Code § 226(e) for Plaintiff and members of the
5 proposed Class for violation of Labor Code § 226(a) in the amount of fifty dollars (\$50) for the
6 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for
7 each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand
8 dollars (\$4,000);

9 5. For penalties pursuant to Labor Code § 203 for Plaintiff and all employees who
10 were terminated or resigned equal to their daily wage times thirty (30) days;

11 6. An award of prejudgment and post judgment interest;

12 7. An order enjoining Defendant and its agents, servants, and employees, and all
13 persons acting under, in concert with, or for it from providing Plaintiff with proper meal and rest
14 periods, reimbursement of out of pocket expenses, accurate itemized wage statements, and wages
15 upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, 2802,
16 and IWC 4-2001;

17 8. For restitution for unfair competition pursuant to Business & Professions Code §
18 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

19 9. For penalties and other relief pursuant to Labor Code §2698 *et seq.* for Plaintiff and
20 all other aggrieved employees as a result of Defendant's violations of Labor Code §§ 201, 202,
21 203, 226(a), 226.7, 512, and 2802.

22 10. An award providing for payment of costs of suit;

23 11. An award of attorneys' fees; and

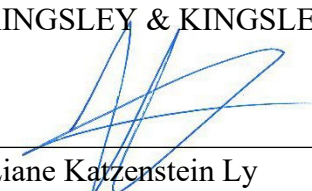
24 12. Such other and further relief as this Court may deem proper and just.

25 **DEMAND FOR JURY TRIAL**

26 Plaintiff hereby demands a trial of his claims by jury to the extent authorize by law.
27
28

1 DATED: April 18, 2023

KINGSLEY & KINGSLEY, APC

2
3 By: 

4 Liane Katzenstein Ly

5 Attorneys for Plaintiff, the proposed class, and all
6 aggrieved employees
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EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

December 10, 2021

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
via Electronic Submission: <https://dir.tfaforms.net/308>

Parking Concepts, Inc.
12 Mauchly BLDG 1
Irvine, CA 92618
via USPS Certified Mail #7020 0640 0002 1439 8004

Parking Concepts, Inc.
c/o Agent for Service of Process
Bernet Resnick
4400 MacArthur Blvd 9th Floor
Newport Beach, CA 92658
via USPS Certified Mail #7020 0640 0002 1439 8011

Re: Leonard Ocampo v. Parking Concepts, Inc.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Leonard Ocampo (“Plaintiff”) and a proposed group of current and former employees working for PARKING CONCEPTS, INC. (“Defendant”) in the State of California. 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 Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All non-exempt employees who are employed or have been employed by PARKING CONCEPTS, INC., in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency Rules Related to COVID-19’. (“aggrieved employees”).

Any limitations period referenced in this letter is extended pursuant to Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the California Rules of Court, adopted effective April 6, 2020, which provides that the statutes of limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020 [“Notwithstanding any other

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

December 10, 2021

Page 2 of 4

law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”] Any reference to the relevant time period or statute of limitations referenced in this letter is extended into the past by the number of days in which this tolling was in effect.

Defendant has engaged in practices that violate Labor Code §§ 226.7 and 512 with respect to Plaintiff and all aggrieved employees. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the aggrieved employees compliant meal periods; and (2) failing to pay such employees one (1) hour of pay at the employees’ regular rate of compensation for each workday that the complaint meal period was not provided. In addition, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide compliant meal periods.

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee’s base hourly rate. Here, when meal period premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

Pursuant to Labor Code § 226.7 and Wage Order 4-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period or major fraction thereof. Defendant failed to maintain a policy informing Plaintiff and the aggrieved employees of this right. Plaintiff and all aggrieved employees have been required to work four-hour increments (or major fractions thereof) without being provided with a ten (10) minute rest period. As such, Defendant failed to provide Plaintiff and the Proposed Class with compliant rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages at the regular rate of compensation for each missed rest period in violation of *Ferra*. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee’s base hourly rate. Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

December 10, 2021

Page 3 of 4

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. Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of using their personal cell phones for business related purposes. Defendant required that Plaintiff and the aggrieved employees be available by cell phone and answer/use their cell phones while working and this was necessary to perform their job duties. These cell phones were not provided by Defendant and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with using these personal cell phones. Additionally, Defendant required Plaintiff and the aggrieved employees to travel to perform work tasks. Because Defendant did not provide buses or other transportation to workers so that they could travel during their shifts, Plaintiff and the aggrieved employees used their own vehicles to travel from place to place. Defendant did not cover the costs for mileage in violation of California law.

Defendant also engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a), which 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. Defendant issues Plaintiff and all aggrieved employees wage statements that do not properly indicate 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 aggrieved employees are issued wage statements that do not include meal and rest premiums as a result of the claims alleged above and they are not paid premiums at the appropriate rate of pay. Thus, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, 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.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

December 10, 2021

Page **4** of **4**

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly

LKL/km

CC: 1. Abramson Labor Group 3580 Wilshire Blvd Ste 1260 Los Angeles, CA 90010-2513 via Electronic
Mail Transmission: wza@abramsonlabor.com; dani@abramsonlabor.com

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Liane

Your Last Name *

Ly

Firm Name (if any) *

Kingsley & Kingsley, APC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

service@kingsleykingsley.c

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Ste 1

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California ▼

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Leonard Ocampo

Plaintiff/Aggrieved Employee Occupation *

parking attendant

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select... ▼

Employer Name *

Parking Concepts, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

Employer City *

12 Mauchly BLDG 1	Irvine
Employer State * California	Employer Zip/Postal Code * 92618
Employer Industry * Other	Employer Industry for "Other" * parking stations and garage

Add additional defendants

☐ Add any entity other than an individual

☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply ***Child Labor – Specify Ages**

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☐ Minimum Wage
- ☐ Overtime
- ☐ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.c

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Ste 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

mm

Credit Card Expiration Year *

YYYY

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 LWDA Letter - ...epts, Inc..pdf

Other Attachment - (if any) (must be a .pdf)

 No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)[Submit](#)

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Friday, December 10, 2021 8:15 AM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

External Email!

12/10/2021

LWDA Case No. LWDA-CM-856924-21
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : Leonard Ocampo
Employer: Parking Concepts, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=04%7C01%7CKimberly%40kingsleykingsley.com%7Cfdcf571d558547c0b64708d9bbf843ff%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C0%7C0%7C637747497249324213%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCi6Mn0%3D%7C3000&sdata=alk0iK8PayMI48v%2BWNXGjCwlyJ%2FBSHJTXNxwrNTfMPo%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Friday, December 10, 2021 8:15 AM
To: Service Email
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-856924-21

Order Number: ORD-000145380

Total:\$75.00

Card Type: 

Date: 12/10/2021

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Ste 1200

Encino, California

91436

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:

Parking Concepts, Inc.
12 Mauchly BLDG 1
Irvine, CA 92618



9590 9402 7019 1225 1721 19

2. Article Number (Transfer from service label)

7020 0640 0002 1439 8004

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

DA1853019

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☒ 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☐ Signature Confirmation™☐ Signature Confirmation
Restricted Delivery

USPS TRACKING #



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

9590 9402 7019 1225 1721 19

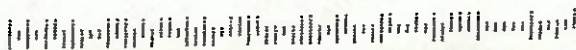
United States
Postal Service

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

KINGSLEY & KINGSLEY
A PROFESSIONAL CORPORATION
CITY NATIONAL BANK BUILDING
16133 VENTURA BOULEVARD, SUITE 1200
ENCINO, CALIFORNIA 91436

PAGA LETTER
PARKING CONCEPTS, INC.

12/17



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:

Parking Concepts, Inc.
c/o Agent for Service of Process
Bernet Resnick
4400 MacArthur Blvd 9th Floor
Newport Beach, CA 92658



9590 9402 7019 1225 1721 02

2. Article Number (Transfer from service label)

7020 0640 0002 1439 8011

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☒ Addressee

B. Received by (Printed Name)

Annie Smith

C. Date of Delivery

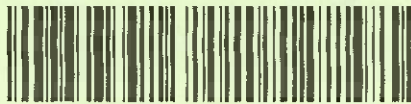
12/15/21

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☒ 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☐ Signature Confirmation™☐ Signature Confirmation
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