



February 20, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Carilus Okumbe v. Paratransit Services Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Carilus Okumbe (“Mr. Okumbe”) in claims for Labor Code violations arising from his employment with Paratransit Services, Inc.; and DOES 1 through 100 (collectively referred to herein as “Employers”). Mr. Okumbe is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Employers’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Sections 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, the “aggrieved employees” whom Mr. Okumbe seeks to represent are the other non-exempt employees of Employers who performed work in California at any time during the one year preceding the date of this letter through the present.

Mr. Okumbe started his employment with Employers approximately April 1, 2014, and remains employed on unpaid leave due to an injury Employers have failed to accommodate. Mr. Okumbe worked as a paratransit bus driver, transporting persons with mobility and other impairments. He also performed additional tasks such as checking the bus each morning before departing on his route, assisting passengers, and daily closing paperwork, much of which was performed off the clock. Employers, by their own description, are in the “special needs transportation industry.” Mr. Okumbe was tasked with driving the bus which serviced the clients his employer was tasked with transporting. He was initially scheduled to work for 5 days per week, Monday through Friday, for 8 hours or more per day, with his shift often exceeding 8 hours due to unavoidable delays along his route and the requirement that he complete pre-shift bus checks and end of shift

paperwork daily after completing his route. Following his injury, on or about October of 2023, Mr. Okumbe's hours were significantly reduced, yet even when he was scheduled for only four hours he frequently worked five or more hours due to the above requirements.

Throughout the duration of Mr. Okumbe's employment with Employers, Mr. Okumbe and other aggrieved employees were not paid for all hours worked as Employers did not accurately keep track of all hours worked. Upon information and belief, the time records maintained by Employers were not reflective of the actual number of hours that Mr. Okumbe and other aggrieved employees actually worked, in part because supervisors were instructed never to record overtime.

Employers also did not provide Mr. Okumbe and other non-exempt employees with a legally compliant first meal period when they worked shifts in excess of 5.0 hours or a legally compliant second meal period when they worked shifts longer than 10 hours. Employers created handwritten records of the meal periods taken by Mr. Okumbe and other non-exempt employees and required Mr. Okumbe and other non-exempt employees to sign, and were threatened with termination for not doing so. On a regular basis, Mr. Okumbe and other non-exempt employees were required to continue working without time for a meal period in order to maintain their published route schedules. Even though Mr. Okumbe frequently worked more than 10 hours in a work day, he does not recall receiving a second meal period. Despite Employers' failure to provide Mr. Okumbe and other non-exempt employees with all lawful meal periods due to their uniform and unlawful practices, Employers routinely did not provide Mr. Okumbe and other non-exempt employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7. Upon information and belief, during at least a portion of the class period, Employers maintained no payroll code or another mechanism for the payment of meal period premiums in the event Mr. Okumbe and other non-exempt employees were not authorized to take lawful meal periods.

Employers also did not authorize Mr. Okumbe and other aggrieved employees to take all legally required rest periods. Specifically, Mr. Okumbe and other non-exempt employees were often unable to take timely and compliant rest periods as the demands and time restrictions of their assigned routes often made taking timely and full rest periods impossible. Employers required Mr. Okumbe and other aggrieved employees to adhere to a specific, pre-determined route schedule. Due to, among other things, uncontrollable traffic conditions and the special needs of the population serviced, Mr. Okumbe and other non-exempt employees were often unable to take their lawful rest periods, as the demands of keeping their routes on schedule meant they often had to skip their rest periods entirely.

Despite Employers' failure to authorize and permit Mr. Okumbe and other non-exempt employees to take all lawful paid rest periods, due to their uniform and unlawful practices, Employers never provided Mr. Okumbe and other non-exempt employees with an additional hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7. Upon information and belief, during at least a portion of the class

period, Employers maintained no payroll code or another mechanism for the payment of rest period premiums in the event Mr. Okumbe and other non-exempt employees were not authorized to take lawful rest periods.

Moreover, Mr. Okumbe alleges on information and belief that Employers utilized an unlawful one-way rounding policy, which rounded employee time punches to the quarter-hour, which systemically caused employees to be paid for less time than they actually worked.

Furthermore, Employers failed to adequately reimburse Mr. Okumbe and other non-exempt employees for all reasonable and necessary work expenditures, including but not limited to, requiring Mr. Okumbe and other non-exempt employees to utilize their personal cell phones, and/or to purchase and maintain tools and other equipment for work purposes. Mr. Okumbe was never provided any reimbursement for these necessary uses.

Employers have maintained inaccurate payroll records, failed to timely pay all wages owed to non-exempt employees, and issued inaccurate wage statements. This is in part a result of Employers' failure to accurately track time worked and compensate Mr. Okumbe and other aggrieved employees for all minimum and overtime wages, as well as the attendant failure to pay premium pay for failing to provide all required meal periods and authorize all rest periods.

Employers failed to issue to Mr. Okumbe and other aggrieved employees accurate itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee was paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Indeed, Mr. Okumbe's wage statements show no employer name or address whatsoever.

Finally, Employers failed to conform to the requirements of Labor Code § 2810.5 by failing to provide Mr. Okumbe and other aggrieved employees written notices, in the language normally used to communicate employment related information to the employees, containing information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the employer; v) the address of the legal entity that is the employer; vi) the telephone number of the employer; vii) identifying information for the employer's workers' compensation insurance carrier; and viii) information informing the employee of their right to accrue and use paid sick leave. Despite maintaining an obligation

to provide these disclosures to Mr. Okumbe and other aggrieved employees, Employers failed to do so, in violation of Labor Code § 2810.5.

As described above, Employers committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Orders (“IWC Wage Orders”):

Minimum Wage Violations

Employers were required to pay Mr. Okumbe and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. See Labor Code §§ 1182.12, 1194; 1194.2, 1197; and relevant IWC Wage Orders. As alleged above, Employers maintained and maintain timekeeping policies/practices that regularly, systematically, and impermissibly underreport the hours worked by Mr. Okumbe and other aggrieved employees. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Okumbe and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Employers were required to pay Mr. Okumbe and other aggrieved employees overtime wages for all overtime hours worked. See Labor Code §§ 1194(a) and 1198; and relevant IWC Wage Orders, which require an employer to pay overtime wages when an employee’s hours worked cross certain thresholds or meet certain criteria set forth in the Wage Order. At all times relevant herein, Employers caused Mr. Okumbe and other aggrieved employees to work overtime hours but did not compensate Mr. Okumbe and other aggrieved employees at one and one-half times their regular rate of pay for such hours.

Meal Period Violations

As alleged above, Employers failed to provide Mr. Okumbe and other aggrieved employees with all required and compliant meal periods due to Employers’ meal period policies/practices that often fail to provide full, 30 minute off-duty first meal periods before the end of the fifth hour of work or a second meal period for shifts worked in excess of ten (10) hours. See Labor Code §§ 226.7 and 512; and relevant IWC Wage Orders. As a result, Mr. Okumbe and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. See Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Employers also failed to authorize and permit Mr. Okumbe and other aggrieved employees to take all required paid rest periods. *See* Labor Code §§ 226.7 and 516; and relevant IWC Wage Orders. As a result, Mr. Okumbe and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required paid rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

As described above, Employers were required to furnish Mr. Okumbe and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 13, § 7. As a result of Employers’ failure to pay all overtime wages, minimum wages, and failure to pay all required meal and rest period premium wages, Employers maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Okumbe and other aggrieved employees in violation of Labor Code § 226.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Employers failed to timely pay Mr. Okumbe and other aggrieved employees all of their final wages at the time of separation, which included all overtime and minimum wages, and all meal and rest period premium wages at the time of aggrieved employees’ separation of employment. Pursuant to Labor Code § 203, Employers’ failure to pay all final wages due to Mr. Okumbe and other aggrieved employees was willful and, consequently, entitles Mr. Okumbe and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Employers failed to pay their final wages after their separation from employment, up to a maximum of thirty days.

Failure to Reimburse Necessary Business Expense

Employers were subject to Labor Code § 2802, which states that “an employer shall indemnify his or her employees 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.” Employers were subject to Labor Code § 2804, which states that “any contract or agreement, express or implied, made by any

employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.” As alleged herein, due to Employers’ unlawful reimbursement practices, Employers failed to indemnify Mr. Okumbe and other aggrieved employees for all necessary business expenses incurred, in the performance of their work duties, including but not limited to utilization of their personal cell phones. Mr.

As an “aggrieved employee,” Mr. Okumbe will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Okumbe’s own investigation, and on information and belief, Employers committed and continue to commit the following Labor Code violations:

- a. Employers violated Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Okumbe and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Employers violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Okumbe and other aggrieved employees all overtime compensation earned;
- c. Employers violated Labor Code §§ 226.7, 512, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Okumbe and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations;
- d. Employers violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Okumbe and other aggrieved employees to take all required paid rest periods, and/or failing to pay all rest period premiums to Mr. Okumbe and other aggrieved employees at their respective regular rates of compensation;
- e. Employers violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Contreras and other aggrieved employees for all work-related expenses incurred;
- f. Employers violated Labor Code § 226 by failing to furnish Mr. Okumbe and other aggrieved employees with accurate and compliant itemized wage statements;
- g. Employers violated Labor Code § 204 by failing to pay Mr. Okumbe and other aggrieved employees all wages earned at least twice during each calendar month;

- h. Employers violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due upon separation of employment (or equivalent) to Mr. Okumbe and other aggrieved employees;
- i. Employers violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Okumbe and other aggrieved employees; and
- j. Employers violated Labor Code § 2810.5 by failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Mr. Okumbe and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Employers if the LWDA intends to investigate the alleged violations of the Labor Code stated herein. Please contact me should you require additional information.

Very truly yours,

STANSBURY BROWN LAW, PC



Kathleen J. Becket

cc: Paratransit Services, Inc. (via certified mail)