



December 4, 2025

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorneys General Act – Filing

VIA CERTIFIED MAIL

SVS Parking Company, LLC
Attn: Sam Dillencourt, CPA
16531 Bolsa Chica Street, Suite 206
Huntington Beach, CA 92649

**Re: *Barragan v. SVS Parking Company, LLC*
 PAGA Notice**

Dear California Labor and Workforce Development Agency and SVS Parking Company, LLC:

Please be advised that Aris LLP represents the interests of Alex Barragan (“Claimant”). The purpose of this correspondence is to inform you that Claimant intends to seek penalties and injunctive relief, on behalf of himself and all other aggrieved employees, against his former employer SVS Parking Company, LLC, including, but not limited to, any of its former and present directors, officers, shareholders, owners, members, predecessors, successors, assigns, parent corporations, subsidiaries, divisions, affiliates, partners, agents, and affiliated and/or merged entities (“SVS Parking”) pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code Sections 2698 *et seq.* This correspondence serves as Claimant’s written notice by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the employer(s) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code Section 2699.3(a)(1).

Specific Provisions of the Labor Code Alleged to Have Been Violated

The specific provisions of the Labor Code alleged to have been violated are as follows: Labor Code Sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 256, 353, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2804.

Facts and Theories Supporting the Alleged Violations

SVS Parking employed Claimant as a non-exempt hourly employee in California within the past year. Claimant’s job duties included greeting guests and parking and retrieving vehicles.

SVS Parking employed and/or currently employs other aggrieved employees in California. The aggrieved employees consist of all non-exempt employees employed by SVS Parking during the “PAGA Period,” which is defined as one (1) year prior to the submission of this letter to the LWDA and certified mailing to SVS Parking to the present.

During the PAGA Period, SVS Parking failed to pay Claimant and other aggrieved employees minimum, straight time, and overtime wages for all hours worked at the legally mandated rates. During the PAGA Period, Claimant and aggrieved employees regularly worked more than eight (8) hours per workday. SVS Parking required Claimant and aggrieved employees to work off-the-clock without compensation, such as working through meal periods. SVS Parking also rounded Claimant and other aggrieved employees’ time entries to the employees’ detriment (*e.g.*, rounding Claimant’s start time from 4:27pm to 4:30pm). As such, SVS Parking failed to pay Claimant and other aggrieved employees minimum, straight time, and overtime wages for all hours worked, in violation of Labor Code Sections 204, 206, 210, 558, 1194, 1197, 1197.1, and 1198.

During the PAGA Period, SVS Parking failed to provide timely off-duty 30-minute meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code Section 512 and Section 11 of the applicable Wage Order. Specifically, Claimant and aggrieved employees had their meal periods missed, late, interrupted, rounded, shortened, automatically deducted, on-duty, and/or restricted to the worksite due to SVS Parking’s work demands, understaffing, policies, and practices. Specifically, SVS Parking failed to provide Claimant with any off-duty 30-minute meal periods. SVS Parking’s managers and/or supervisors instructed Claimant and other aggrieved employees to log (in ADP) that they received a meal period even if they did not. SVS Parking had a policy/practice of editing/altering Claimant’s and aggrieved employees’ time entries to make it appear as though Claimant and aggrieved employees received compliant meal periods notwithstanding the fact that Claimant and aggrieved employees were prevented from taking timely, full 30-minute uninterrupted meal periods (*i.e.*, SVS Parking auto-deducted Claimant’s meal periods when he did not receive meal periods). SVS Parking also failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a meal period violation. Accordingly, SVS Parking failed to provide Claimant and other aggrieved employees with timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours in a workday, and failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate of pay for every day in which they were denied a compliant meal period, in violation of Labor Code Sections 226.7 and 512, and the applicable Industrial Welfare Commission (“IWC”) Wage Orders.

During the PAGA Period, SVS Parking failed to authorize or permit 10-minute rest periods for every four (4) hours worked or major fraction thereof. Specifically, SVS Parking failed to authorize and permit Claimant and aggrieved employees to take net 10-minute rest periods due to its excessive work demands, understaffing, policies, and practices as mentioned above. SVS Parking only authorized and permitted Claimant and aggrieved employees to take very short restroom breaks that were significantly less than 10 minutes. SVS Parking’s managers and/or supervisors reacted negatively when Claimant told them that he needed a restroom break. Thus, Claimant and aggrieved employees regularly had their rest breaks missed, shortened, late, on-duty, restricted to the worksite, and/or interrupted. In addition, SVS Parking failed to provide rest breaks

during the middle of each work period. SVS Parking also failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a rest period violation. Accordingly, SVS Parking violated Labor Code Sections 226.7 and the applicable IWC Wage Orders.

During the PAGA Period, SVS Parking failed to reimburse Claimant and other aggrieved employees for all business expenses incurred for SVS Parking's benefit. Specifically, SVS Parking required Claimant and aggrieved employees to use their personal cell phones to perform their job duties (*e.g.*, clocking in and out for shifts and for work related communications and documentation, including scanning license plates) but failed to provide reimbursements. Accordingly, SVS Parking violated Labor Code Sections 2800 and 2802.

During the PAGA Period, SVS Parking failed to keep accurate records of all gratuities received its employees. Accordingly, SVS Parking violated Labor Code Section 353.

As a result of, and in addition to, the aforementioned Labor Code violations, SVS Parking failed to provide accurate itemized wage statements that accurately reported, among other things, the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate. As a result, SVS Parking violated Labor Code Sections 226 and 226.3. Similarly, SVS Parking failed to maintain accurate and complete records showing the hours worked daily by and the wages paid to Claimant and the aggrieved employees due to the same violations referenced above. Consequently, SVS Parking violated Labor Code Sections 1174 and 1174.5.

As a result of, and in addition to, the above referenced Labor Code violations, SVS Parking failed to timely pay all wages owed throughout Claimant and the aggrieved employees' employment and following the end of the aggrieved employees' employment including minimum wages, meal and rest period premiums, and reimbursements among other things. Accordingly, SVS Parking violated Labor Code Sections 201-204, 210, and 256.

Based on these violations, Claimant will seek attorneys' fees, costs, penalties, and injunctive relief under the Labor Code on behalf of himself and all other aggrieved employees who were employed by SVS Parking during the PAGA Period. Please advise if the Labor and Workforce Development Agency has any objection to Claimant including PAGA claims in a lawsuit against SVS Parking.

Should you have any questions, comments, or concerns, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Hyun", is written over a horizontal line.

Daniel J. Hyun

CC: Shelly Song, Esq. and Shawn Etemadi, Esq.