

Office of the City Manager

Date: September 2, 2014

To: Honorable Mayor and  
Members of the City Council

From: Christine Daniel, City Manager *CD*

Subject: LAZ Parking Compliance with Living Wage Ordinance

On July 1, 2014, an Information Report ("Info Report") was submitted to Council addressing LAZ Parking's ("LAZ") compliance with the City's Living Wage Ordinance ("LWO"). That report described the review that was performed by the City's General Services Division, staff's determination that LAZ provided only 11 of the 12 days of compensated paid time off mandated by the LWO and LAZ's actions to rectify that oversight. In addition, the report explained that under the LWO, LAZ was entitled to pay its employees the non-medical benefitted living wage upon offering them the medical benefit of appropriate value, regardless of whether the employee accepted the benefit.

A Supplemental Report was submitted at the July 1 Council meeting with additional questions about LAZ's compliance with the LWO. Those questions and staff's responses follow.

1. Question: When did the City learn that a complaint was filed with DIR by Mr. Castro against LAZ Parking?

Response: City staff learned about Mr. Castro's DIR complaint on March 2013 when a copy of the DIR order was sent to the City Manager from the Office of Councilmember Arreguin.<sup>1</sup>

2. Questions: If Staff determined that all concerns raised by the complainant regarding the LWO in September 2012 has been addressed, but claims that a final report was delayed due to the DIR ruling in January 2013, why only now is a

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<sup>1</sup> City staff recently learned that the March 2013 ruling was the second DIR ruling responding to allegations from Mr. Castro. A different commissioner at the DIR had previously rejected Mr. Castro's claim and closed the file. A third complaint filed by Mr. Castro is currently pending with the DIR. In addition, City staff recently learned that Mr. Castro also filed claims with the U.S. Equal Opportunity Commission including allegations of race and age discrimination. The EEOC closed the file because it was unable to conclude that the allegations established discrimination. Attached to this Report are the DIR Notice of Investigation Completed and the EEOC Dismissal.

report coming to Council and well after a proposed contract increase with LAZ Parking?

Response: The LWO requires the payment of a living wage (as defined in the ordinance) and the provision of health benefits. In the event that the contractor fails to provide health benefits, the LWO requires the contractor to augment the employees pay by an amount set forth in the ordinance. Here, LAZ paid Castro the living wage and offered Castro health benefits in excess of the minimum required under the LWO. Thus, as explained in the Info Report, LAZ complied with the LWO. Were it not for the DIR ruling, a final report would have been issued with that conclusion. However, after the DIR issued its ruling based on its erroneous interpretation of the LWO, LAZ **agreed to pay** Castro the full amount set forth in the DIR order rather than pursue an appeal. Consequently, City staff did not feel it appropriate to issue a report explaining that the DIR ruling was incorrect. From City staff's point of view, since LAZ paid Castro the full amount ordered by the DIR, the issue of LAZ's LWO compliance was resolved. However, in response to additional inquiries earlier this year regarding LAZ's LWO compliance, the July 1<sup>st</sup> Information Report was presented to Council.

3. Question: Retaliation and denial of rest periods were also reported to the City. Given that retaliation is specifically prohibited in the LWO, why wasn't this issue addressed in the information report? Was there any investigation into retaliation and, if so, what was the outcome? Additionally, given the relevance of denial of rest periods to evaluating LAZ Parking, why is this information not adequately reported?

Response: Workplace conditions such as rest periods, failure to provide a procedures manual, inadequate training, etc. are not covered by the LWO and thus were not addressed in a report on LWO compliance. However, the City is informed that these issues have been satisfactorily resolved.

Mr. Castro contacted City staff in January 2012 to complain that LAZ was violating the LWO and other workplace rules. City staff met with Castro to discuss his allegations. After meeting with Castro, City staff met with LAZ to investigate Mr. Castro's complaints. The City's analysis determined that while LAZ only provided 11 of the 12 days of compensated paid time off mandated by the LWO, in all other respects LAZ was in compliance with the LWO.

On June 7, 2011, staff recommended and the City Council approved a resolution authorizing a contract with LAZ to operate the City's parking garages. The contract contemplated implementation of an automated parking system in the City's three garages within 8 months of contract execution. Thus, it was anticipated that employee positions at the City garages would be eliminated as a consequence of implementing automated parking functions. The positions of 9

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employees, including Mr. Castro, were anticipated to be eliminated pursuant to a layoff plan developed by LAZ. (Further details relating to the layoffs of LAZ employees is provided in response to question 5). Mr. Castro complained to the City that LAZ was violating the LWO and other workplace rules. He did not complain to City staff that his layoff was done in retaliation for these complaints to the City.

Staff understands that Mr. Castro contacted a councilmember to express his belief that he was the victim of retaliation. That allegation was forwarded to City staff. Upon review of the information provided, City staff concluded that termination of Mr. Castro's position, along with the positions of 8 other LAZ employees, was done as a consequence of the City's contract to automate the garages and not based on other factors.

4. The LWO provides that "if the employer pays at least \$1.62 [\$2.22] per hour per employee towards an employee medical benefits plan, which allows the employees to receive employer-compensated care from a licensed physician, the employer shall pay employees an hourly wage of not less than \$9.75[\$12.76]." In other words, it is not enough under the LWO to merely offer medical benefits of appropriate value, but an employer must still expend a certain amount per hour per employee on such medical benefits. Given that Mr. Castro forwent medical coverage since he was able to obtain a better plan elsewhere, did LAZ still contribute the equivalent of \$2.22 per employee towards employee health care? What precisely was the medical plan offered to employees in terms of premiums and co-pays?

Response: In September 2000, the issue regarding what wage is due an employee when the employee is offered but declines medical benefits was presented to the Council. At that time, the Council was informed, in pertinent part,

"...the Ordinance makes payment of the higher wage conditional only on an employer's failure to offer health coverage. Thus, if an employer provides health coverage and an employee elects not to receive coverage, the employer is permitted to pay the lower hourly rate."

Here, LAZ offered Mr. Castro health coverage. Once LAZ did so, it fully complied with the LWO wage obligation as long as it paid Castro the living wage. In sum, once an employer offers health benefits, it has satisfied its health provision obligation under the LWO.

With respect to premiums and co-pays, LAZ offers its employees a comprehensive menu of benefits with various monthly premiums ranging from \$171.32 to \$472.27, depending on the level of coverage elected by the employee. In 2011, the employee co-pay was zero after reaching a deductible of \$1,000. In 2012, the employee co-pay was 20% of the cost of service after reaching the deductible of \$1,000.

5. Question: Mr. Castro was terminated in March, allegedly due to retaliation, while other employees were later laid off due to automation. When were other employees laid off due to automation?

Response: As part of the City's efforts to reduce cost and maximize efficiency, each of the City's three garages were modernized to a fully automated parking control system, starting with the Center Street Garage, then Telegraph Channing Garage and lastly Oxford Garage. On March 15, 2012, LAZ informed employees at these garages that employees were to be laid off within the next 30 to 45 days. As of March 15, 2012, there were three employees at Center Street, two employees at Telegraph, one employee at Oxford and three floating employees who were provided lay-off notices. Since Center Street was the first garage to be automated, the three employees located there, including Mr. Castro, were among the first to be laid off. The first Center Street employee (not Castro) was laid off on March 28; Castro was the second Center Street employee scheduled to be laid off on April 11.<sup>2</sup> The third Center Street employee was laid off on April 15. Employees at the other garages and those with floating schedules were laid off on April 13, 20, 25, 27 and May 7.

6. Question: Per LWO complaint procedures, did the City contact Chauncy Taylor regarding her claim that was forwarded to the City Manager and inform her as to the validity of her claim?

Response: No. General Services staff did not contact Chauncy Taylor regarding the complaint. Staff understood Ms. Taylor's complaint to be the same complaint as that of Mr. Castro. Since LAZ was in compliance with the LWO, no further investigation was undertaken. In the future, City staff will contact all LWO complainants, whether those complaints are received directly or through a councilmember's office, and inform complainants of all reviews and conclusions.

7. Question: Mr. Castro alleges in an email that LAZ claims that it was the City that requested that employees not be informed about the plan to automate garages. Regardless of veracity of the claim by LAZ, the issue remains about hiring

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<sup>2</sup> While Castro was scheduled to be laid off on April 11, 2012, LAZ offered, and Castro accepted, payment in full of his salary for the last two weeks without requiring him to work. Thus, his last day in the garage was the end of March.

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employees without adequately informing them that the positions were effectively temporary. Did the City ever raise this issue with LAZ Parking knowing full well that live cashiers would be used in the interim before full automation?

Response: The staff report for the June 7, 2011 Council item requesting approval of the LAZ Parking contract explained what changes would occur within year one of the contract, including installation of automated parking equipment in all three facilities within the first 8 months of the agreement. On August 25, 2011, during a mandatory new employee training, LAZ personnel informed all of their newly hired employees, including Mr. Castro, of the City's plan to convert the City garages to automation.

**Attachments:**

1. DIR Notice of Investigation Completed
2. EEOC Dismissal

cc: William Rogers, Deputy City Manager  
Mark Numainville, City Clerk  
Ann-Marie Hogan, City Auditor  
Matthai Chakko, Public Information Officer

<b>Direct any correspondence to:</b> <b>LABOR COMMISSIONER, STATE OF CALIFORNIA</b> Department of Industrial Relations Division of Labor Standards Enforcement 1300 Clay Street, Suite 801 Oakland, CA 94612-1499 Tel: (510) 622-3273 Fax: (510) 622-3257		
<b>PLAINTIFF:</b> Joaquin Julio Castro		
<b>DEPENDANT:</b> LAZ Parking 2025 Center Str Berkeley, CA 94704		
State Case Number <b>07 - 73875 ML</b>	<b>NOTICE - INVESTIGATION COMPLETED</b>	

We have completed our investigation of the complaint made by the plaintiff shown above.

This is to advise you that no further action is contemplated by this office and we are closing our file.

Date: 6/18/2012

*Maria Laboy*

Maria Laboy  
510-622-3271

Deputy Labor Commissioner

If you elect to settle this claim by mailing the amount claimed.  
Please mail remittance to:

STATE CASE NUMBER: 73875 ML

STATE OF CALIFORNIA  
Division of Labor Standards Enforcement  
1515 Clay Street, Suite 801  
Oakland, CA 94612-1499

PLEASE INDICATE BELOW:

- I am submitting the full amount claimed.
- I am submitting the amount of wages claimed; however I dispute the penalties and I will attend the conference.
- I dispute the amount of wages claimed, but I am remitting a conceded amount due. I will attend the conference to resolve the disputed wages.

Please include the referenced 7-digit State case number on any correspondence or check to insure proper crediting of your payment.

**IMPORTANT**

If payment is remitted make check payable to the Plaintiff (present or past employee). Make sure that you submit and itemized deduction statement along with any payment. Do not make any deductions from waiting time penalties. (Labor Code Section 203).

April 3, 2012

The following are some of the points which in which I feel the employer retaliated against me and in which there were also reprisals:

1. Management's attitude regarding the rest breaks
2. Management's attitude regarding shortages in the register
3. Management's attitude regarding the contract between the City and LAZ Management
4. Matt Weicht, the Manager's physical and verbal threat during a conversation (Police report filed)
5. The company ignoring my request for a transfer in October, 2011, at the time they signed a contract with the City of Walnut Creek
6. HR Manager's attitude regarding the "Living Wage Ordinance" with the City of Berkeley
7. HR manager's lies regarding my request for being transferred to Walnut Creek.
8. Violation of California Labor Code section 1102.5, when I contacted the Contract Administrator and when I contacted the office of the City of Berkeley Council Member Jesse Arreguin.

#### History

I was hired in August of 2011. From the beginning, I tried to address obvious employment violation issues with LAZ Parking Management, specifically with Mr. Matt Weicht, the Manager of the facility. My work schedule was from 3:30pm to 12 midnight and at times would not go to lunch until 9pm, while I received no rest breaks.

- When I asked him about rest breaks, he told me that in the parking industry because a cashier sat periodically during his/her shift, that this was considered a rest break. I then told him that CA Employment law did not make this exception.

In August/September a VP named Kendra was driving out of the garage. She asked me how I liked my job and I told her I liked the job, but did not care for the fact that after continuously asking for my rest breaks, I was not getting them.

That afternoon, Mr. Weicht showed up to my 4ft X 6 ft. work area to give me a rest break. He was gruff and rude. He then told me, "Go take your rest break!"

There were 2 issues I had with his behavior.

1. His mannerism- he was rude.
2. Him handling the very same cash drawer, which I was going to be responsible at the end of the day.

From that point forward, Mr. Weicht became distant, gruff, and unprofessional in his behavior. He seldom spoke to me and when he did, he continued to be gruff and discourteous, which made talking to him very uncomfortable.

- By late September/October, I also started hearing the Supervisors tell me that Mr. Weicht was tired of paying for cash till shortages and that he was considering



April 3, 2012

having employees pay for those shortages. I knew that was not possible under California Law, and told the Supervisors this.

- It was during this time period that I requested a transfer to Walnut Creek, but my request was ignored, despite the fact that I knew the company needed and was hiring personnel at the City of Walnut Creek garages. Ignored in retaliation.
- Sometime around November, 2011, I relieved Mr. Weicht who was working at a pay booth one day and during this time, I discussed the continuous problems I was having with my rest breaks, as well as the issue regarding the threat of making employees repay for incidental shortages. The conversation became very heated and Mr. Weicht lost control. Mr. Weicht was very insistent that the contract between the City of Berkeley and LAZ Parking allowed for such action and also insisted that employees were bound by this contract.

I told him LAZ employees could not be bound by a contract that they did not read or have any knowledge of, but he still insisted. The incident got so intense and heated that Mr. Weicht lost control by closing his right fist and slamming it into his left palm, verbally threatening me. Because of the apparent danger to my person and his demeanor, I immediately exited the area for my safety. (b)(7)(D)

Obviously, I needed and wanted my job, so it was always my hope that this issue could be put behind us. From that day forward, Mr. Weicht continued to be distant, brusque, gruff, abrupt and unprofessional. It became increasingly difficult to work there because I felt I had to watch my every move to avoid being reprimanded. The HR Manager did nothing about Mr. Weicht's behavior, nor did she consider the obvious position that I was left in.

He was instructed to make sure I got my rest breaks, to refrain from making the threats regarding the shortages and also about his approach in the manner in which he spoke to employees and to investigate shortages, before he accused employees of shortages. Yet even after this, my breaks continued to be an issue, I would either have to take the money with me, remain within eyesight of my cash till, or sit in my car which was parked next to the pay booth because both the pay booth and the cash drawer were not secure, something I had also discussed with him.

- Mr. Weicht had texted me about being short \$90.00, and was also very insistent, only to learn that it was a mistake with the register, only after I asked him to print out a cash register tally sheet.

I had an obvious unsettling feeling as it was evident that Mr. Weicht was not pleased that I had opposed him regarding employment violations, as well as the fact that his behavior and comments were brought to HR's attention. By this time, I felt that Mr. Weicht was not trust worthy and that I had to continuously be watching everything I did, and felt that he had it in for me.

- Adding to this was my inquiry in late December/ early January regarding a Living Wage Ordinance that the City of Berkeley required of contractors and that LAZ Management had never mentioned to employees. It appeared to catch LAZ Management by surprise, and as a result was told by the HR Manager, Amy Brown "I was being passive aggressive" for making the inquiry and bringing it up. Because of the attitude I got from the company, I decided to go to the city, where I met with the Contract Administrator, a right I had under California Labor Code section 1102.5. I discussed with him the various issues that existed associated with employment rights for employees. I also explained to the Administrator the attitude the HR Manager had with me and that she had told me that she was not aware of the Ordinance.

The City met with LAZ Parking Management and was given until March 5<sup>th</sup> to address the various issues which included notifying employees about the benefits that this ordinance gave them.

- I ~~was~~ asked for a transfer to Walnut Creek and though Amy Brown the HR Manager told me that there was a position, she did not know the hrs, days etc., which I needed in order to make a decision. She also told me that all the jobs in Walnut Creek started at \$8.00.
- When I found out that the positions in Walnut Creek started at between 10.00-12.00 an hour, I mentioned this to Mr. Weicht on a Thursday, by Sunday, I had received an email from Ms. Brown telling me the positions in Walnut Creek started at between \$10.00-12.00 an hr, not \$8.00.
- She then told me that there were no openings in Walnut Creek, but would let me know when there were openings.
- I happen to know that several employees have been hired in the past several months, yet I was never notified. Retaliation and reprisal

The continued issues with the rest breaks, coupled by the manner the company left me and other employees in the dark about "paid time off" that had been accrued according to the Ordinance, aided in the dissension and conflict. It was not until March 15<sup>th</sup>, the date that I was told my job would be terminated that I learned about the Paid Time Off days that I had accumulated, something that I should have been told when I was hired in August, 2011 and something that was known to both the City and LAZ Management as early as June 2011.

The elimination of my job, as a Cashier, as well as all other Cashiers, was because the City and the company were automating the City owned garages and something employees were not told about at the time they were hired in August.

- On March 19<sup>th</sup> a disabled customer drove into the parking garage and asked me if the city was going to start charging disabled customers. I then answered that the City of Berkeley was considering it.

- When the customer drove off Mr. Weicht told me "I was being a trouble maker and that I was upsetting the customers for telling them this." This is a reflection of Matt's demeanor towards me.
- I then told him that this information was on the City website and that it seemed that these customers had a right to know.

I talked with the electricians that were installing the new automated equipment about various issues at work, but these individuals never objected or in any way made me aware that my comments were offensive or bothersome. Indeed, many of them empathized with my position. It should also be noted that these electricians were neither LAZ employees nor City employees. At no time did I impede them from doing their work, nor did it affect mine.

- I was off on March 20, and when I came back to work on March 21<sup>st</sup>, I was<sup>\*</sup> suspended for "poor customer service" and told that I was not to contact anyone with the City of Berkeley, which violated my rights under California Labor Code section 1102.5. I walked over to City Hall and spoke with Anthony Sanchez, the Chief of Staff for a Council Member about these various issues. Mr. Sanchez agreed that telling disabled customers had a right to know about the possible changes. He was also concerned about the various work violations that had existed over time and which still continued. The suspension eventually lead to my termination.

At no time was I ever told anything that I could have construed as misbehavior or bad Customer Service to customers or anyone else, indeed I am aware of customers that contacted him about my outstanding customer service, yet he simply never mentioned this; most notably was customer whose I-Phone I found and returned to her. She even offered me a tip of \$20.00, which I refused to take.

All of my complaints to Mr. Weicht and management have primarily been associated with rights and issues which I and other employees have under California Employment Law, as well as the Living Wage Ordinance that existed for contractors, with the City of Berkeley.

Yet, even after all the complaints the employer has never fully addressed the issue with the rest breaks, and even after they found out about the Living Wage Ordinance they never bothered to let employees know the amount of time off each employee had accrued, until March 15, the same time employees were given their pink slips.

I feel that there were instances of reprisals that were taken against me and that I was suspended and retaliated against because I opposed various employment violations, as well as the fact that I complained to city staff about these violations as well as the violation of the City of Berkeley's Living Wage Ordinance and that the reasons given for my termination have no merit.

*\* I WAS ALLOWED TO RECORD THIS CONVERSATION AT THE TIME I WAS SUSPENDED.*

April 3, 2012

On March 30<sup>th</sup>, Ms. Amy Brown told me on the phone that I was being terminated and that it was the City of Berkeley personnel that had instructed LAZ Management to not inform employees at the time they were hired in August 2011, that their jobs were going to be eliminated and that the garages were going to become automated.

\* What I find so interesting is that I had talked to the security guards about my displeasure at the garage, as well as the various employment violations on many occasions in the same manner I talked with the electricians, yet nothing was ever said to me. The security guards worked at the garage every night on a permanent basis since August 2011, while the electricians were there for about a month during the February/March period. Suddenly making my comments to the electricians is interpreted as "poor customer service". In truth, it is just another baseless, unwarranted effort by the company to retaliate and strike back against me after going to the City of Berkeley Contract Administrators, as well as for filing a formal complaint with DSLE, both which are protected rights under CA Employment Law.

*California Labor Code section 1102.5*

*1102.5. (a) An employer may not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.*


*(b) An employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.*

*(c) An employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.*

*(d) An employer may not retaliate against an employee for having exercised his or her rights under subdivision (a), (b), or (c) in any former employment.*

  
Julio Castro

NOTE: I also have dated emails which will support my position and claim. I also filed my DSLE complaint well before I found out about the Cashier job being eliminated and something I could have avoided had the company given me the transfer I had requested on several occasions.

<b>Direct any correspondence to:</b> <b>LABOR COMMISSIONER, STATE OF CALIFORNIA</b> Department of Industrial Relations Division of Labor Standards Enforcement 1515 Clay Street, Suite 801 Oakland, CA 94612-1499 Tel: (510) 622-3273 Fax: (510) 622-3257		
<b>PLAINTIFF:</b> Joaquin Julio Castro		
<b>DEFENDANT:</b> LAZ Parking 2025 Center Str Berkeley, CA 94704		
State Case Number <b>07 - 73875 ML</b>	<b>NOTICE OF CLAIM AND CONFERENCE</b>	

ALL PARTIES in the above matter ARE TO APPEAR for a conference to be held in the Office of the State Labor Commissioner as follows:

**PLACE:** 1515 Clay Street, Suite 801, Oakland, CA 94612-1499

**DATE:** Wednesday, June 13, 2012

**TIME:** 11:00 AM

The purpose of this conference is to discuss the validity and to settle the claim filed with this Division by the Plaintiff shown above alleging non-payment of:

Rest period premiums pursuant to Industrial Welfare Commission Order No. 9, Section 12 for 116 days at the rate of \$12.76 per day during the period from 7/29/11 to present, claiming amount to be determined.

- and also alleging liquidated damages pursuant to Labor Code Section 1194.2 in an amount equal to any unpaid minimum wages.
- which equals \_\_\_\_\_
- which will be determined at conference.

- and also alleging additional wages accrued pursuant to Labor Code Section 203 as a penalty at the rate of \_\_\_\_\_ per day until paid, but not to exceed thirty days.

- and also alleging additional wages accrued pursuant to Labor Code Section 203.1, as a penalty at the rate of \_\_\_\_\_ per day for issuance of an insufficient payroll check for an indeterminate number of days not to exceed thirty days.
- In addition, the Defendant may be subject to penalties due to the State of California, pursuant to Labor Code Section(s) 210, 225.5 and/or 226.8.

**TO ALL PARTIES:** Please bring any supporting material you have, including books, payroll records, time records or other documents that may have bearing on this matter.

**TO THE DEFENDANT:** This notice constitutes demand on behalf of the claimant that all wages due be mailed immediately to the Labor Commissioner at the address listed above. Prior to the conference, you may submit to this office a written reply regarding this claim. However, you should still attend the conference, unless otherwise notified. Instead of appearing for the above conference you can settle this claim by immediately mailing to this office a check or money order made payable to the Plaintiff for the full amount of the claim, including penalties and any liquidated damages. If you concede that part of the claim is valid the conceded amount must be paid immediately as required by Labor Code Section 206. Any disputed amount will be discussed at the scheduled conference. Payment must be accompanied by a separate or detachable itemized statement of any deductions made, as provided by the Labor Code. Do not make payroll deductions from amounts paid as penalties.

While this claim is before the Labor Commissioner, you are required under Labor Code Section 98(a) to notify the Labor Commissioner in writing of any change in your business or personal address within 10 days after any change occurs. If this claim is not settled, it may be resolved as provided by Section 98 of the Labor Code which includes the accrual of interest pursuant to Labor Code Section(s) 98.1(e), 1194.2 and/or 2802.

DATED: May 11, 2012

**Maria Laboy**

Maria Laboy  
510-622-3271

Deputy Labor Commissioner

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STANDARDS ENFORCEMENT  
1515 Clay Street, Suite 801  
Oakland, CA 94612-1499  
Tel: (510) 622-3273 Fax: (510) 622-3257



August 20, 2012

LAZ Parking California, LLC, a limited  
liability company  
2025 Center Str  
Berkeley, CA 94704

RE: Castro v. LAZ Parking California, LLC, a limited liability company.

State Case Number: 07 - 73875 ML

**INSTRUCTIONS ON HEARING PROCESS (98a Labor Code)**

The above mentioned matter will be set for a formal hearing pursuant to Section 98 of the California Labor Code. You will be notified by mail of the date and time of the hearing.

**REMINDER:** Although we have been unsuccessful in the settlement of the dispute, lines of communication remain open if you wish to resolve this matter prior to the hearing. Please feel free to call me if you wish to discuss this matter.

Wages earned from July 28, 2011 to April 1, 2012 at the rate of \$14.88 per hour claiming \$2,245.01.

Premium wages for missed rest periods from July 28, 2011 to April 1, 2012 for 128 days at \$14.88 per day claiming \$1,904.64.

Premium wages for missed rest periods from July 28, 2011 to April 1, 2012 for 57 days at \$12.76 per day claiming \$727.32.

Waiting time penalties at \$119.04 per day not to exceed thirty days.

Maria Laboy  
Maria Laboy Deputy Labor Commissioner  
510-622-3271

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: Jacquelin J. Castro  
P.O. Box 73  
Walnut Creek, CA 94597

From: Los Angeles District Office  
255 E. Temple St. 4<sup>th</sup> Floor  
Los Angeles, CA 90012

On behalf of person(s) approved whose identity is  
CONFIDENTIAL (EO CFR 84.30(a)(7)(c))

EEOC Charge No.

EEOC Representative

Telephone No.

37A-2012-09676

Karrin L. Meador  
State & Local Coordinator  
(213) 884-4100

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASONS:

- The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.
- Your allegations did not constitute a violation as defined by the Americans With Disabilities Act.
- The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.
- Your charge was not timely filed with EEOC. In other words, you waited too long after the date(s) of the alleged discrimination to file your charge.
- The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not carry the respondent in compliance with the statutes. No finding is made as to any other issues that might be considered as having been raised by the charge.
- The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.
- Other (justify choice)

NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit must be filed WITHIN 90 DAYS of your receipt of this notice, or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

Enclosure(s)

cc Amy Brown  
Human Resources  
LAZ PARKING  
3333 Genesee, Suite 220  
San Diego, CA 92121

On behalf of the Commission  
Christopher E. Perry,  
District Director

February 21, 2013  
(Date Mailed)

U.S. Equal Employment Opportunity Commission

PERSON FILING CHARGE

Ms. Amy Brown  
Human Resources  
LAZ PARKING  
9333 Genesee  
Suite 220  
San Diego, CA 92121

Joaquín J. Castro

THIS PERSON (check one or both)

Claims To Be Aggrieved

Is Filing on Behalf of Others

EEOC CHARGE NO.

37A-2012-09676

NOTICE OF CHARGE OF DISCRIMINATION

(See the enclosed for substance/intent/dates)

This is notice that a charge of employment discrimination has been filed against your organization under:

Title VII of the Civil Rights Act (Title VII)  The Equal Pay Act (EPA)  The Americans with Disabilities Act (ADA)

The Age Discrimination in Employment Act (ADEA)  The Genetic Information Nondiscrimination Act (GINA)

The boxes checked below apply to our handling of this charge:

- 1.  No action is required by you at this time.
- 2.  Please call the EEOC Representative listed below concerning the further handling of this charge.
- 3.  Please provide by 15-SEP-12 a statement of your position on the issues covered by this charge, with copies of any supporting documentation to the EEOC Representative listed below. Your response will be placed in the file and considered as we investigate the charge. A prompt response to this request will make it easier to conduct our investigation.
- 4.  Please respond fully by 15-SEP-12 to the enclosed request for information and send your response to the EEOC Representative listed below. Your response will be placed in the file and considered as we investigate the charge. A prompt response to this request will make it easier to conduct our investigation.
- 5.  EEOC has a Mediation program that gives parties an opportunity to resolve the issues of a charge without extensive investigation or expenditure of resources. If you would like to participate, please say so on the enclosed form and respond by \_\_\_\_\_ to \_\_\_\_\_.

If you **DO NOT** wish to be Mediated, you must respond to any request(s) made above by the date(s) specified there.

For further inquiry on this matter, please use the charge number shown above. Your position statement, your response to our request for information, or any reply you may have should be complete by \_\_\_\_\_.

Los Angeles District Office  
265 E. Temple St. 4th  
Los Angeles, CA 90012  
Fax: (213) 894-1118

Karrin L. Masada,  
State & Local Coordinator  
EEOC Representative  
Telephone: (213) 894-1100

Enclosure(s):  Copy of Charge

CIRCUMSTANCES OF ALLEGED DISCRIMINATION

Race  Color  Sex  Religion  National Origin  Age  Disability  Retention  Genetic Information  Other

See enclosed copy of charge of discrimination.

To

Name / Title of Authorized Official

Christopher E. Perry,  
District Director

Signature

August 22, 2012