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Attorneys for Plaintiff and all aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

SALENE ACUNA, an individual, on behalf of
 the State of California, as a private attorney
 general,

PLAINTIFF,

v.

PICORE BERISTAIN INITIATIVE INC.; and
 DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. **20STCV14200**

**REPRESENTATIVE ACTION
 COMPLAINT:**

1. Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 226(a), 226.7, 510, 512, 1194, 1199 and 2802

1 Plaintiff SALENE ACUNA (“Plaintiff”) , on behalf of herself and the people of the State
2 of California and as an “aggrieved employee” under the Labor Code Private Attorneys General
3 Act of 2004, §2699, et seq. (“PAGA”) complains against PICORE BERISTAIN INITIATIVE
4 INC. (“Defendant”), a corporation, and DOES 1 to 50 (collectively “Defendants”), as follows:

5 **I.**

6 **GENERAL ALLEGATIONS**

7 1. This is a Representative Action, pursuant to Labor Code §2699 et seq., on behalf
8 of the following individuals:

9 All persons who are employed or have been employed as an hourly
10 employee by PICORE BERISTAIN INITIATIVE INC., in the State
11 of California who worked one or more pay periods since one (1)
12 year prior to the date of Plaintiff’s notice letter to the Labor &
Workforce Development Agency (“LWDA”) and continuing to the
present. (“aggrieved employees”)

13 2. Plaintiff submitted this Complaint for filing on the date indicated in the signature
14 line below. Due to the unprecedented Court closure reflected in the NEWS RELEASE and
15 accompanying General Order issued by the Court on March 17, 2020, Plaintiff is uncertain as to
16 when this Complaint will be accepted for filing and conformed by the Clerk of this Court. Plaintiff
17 takes the position that the applicable Statute of Limitations shall run, in all respects, from the date
18 of submission of the Complaint for filing as reflected in the signature line below.

19 3. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
20 Development Agency and Defendant giving notice of this claim pursuant to PAGA and continuing
21 to the present, Defendant has failed to properly comply with Labor Code §§ 226(a), 226.7, 510,
22 512, 1194, 1199, and 2802.

23 4. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
24 Development Agency and Defendant giving notice of this claim pursuant to PAGA and continuing
25 to the present, Defendant engaged in a practice of failing to pay wages/overtime for all hours
26 worked pursuant to Labor Code §§ 510, 1194, and 1199.

27 a. First, Plaintiff and other aggrieved employees were not properly compensated
28 for all hours worked at the regular rate of pay and were not compensated at the

1 appropriate overtime rate for all hours worked over eight (8) hours in one day
2 or forty (40) hours in one week. Defendant required Plaintiff and all aggrieved
3 employees to work off the clock. Plaintiff and all aggrieved employees were
4 not paid for the overlapping time between the end and start of each employee's
5 scheduled shift. Instead, Plaintiff and all aggrieved employees were required
6 to report the scheduled start time/end time of each shift rather than the actual
7 time they worked for that shift. As a result, Defendant failed to pay Plaintiff
8 and all aggrieved employees all wages at the appropriate rate for all hours
9 worked.

10 b. Second, Defendant has improperly instituted an on-duty meal period.
11 Defendant required Plaintiff and the aggrieved employees to clock out, but stay
12 at their post during meal breaks. As a result, Plaintiff and aggrieved employees
13 worked without receiving a thirty (30) minute meal period where they are
14 relieved of all duty. As such, Plaintiff and aggrieved employees have not been
15 properly compensated for all hours worked at the proper corresponding rate.

16 5. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
17 Development Agency and Defendant giving notice of this claim pursuant to PAGA and continuing
18 to the present, Defendant has had a consistent policy of failing to provide all meal periods to
19 Plaintiff and all aggrieved employees in violation of Labor Code §§ 226.7 and 512. Defendant
20 failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods
21 and failed to provide compliant meal periods of not less than thirty (30) minutes per five (5) hour
22 work period. Defendant required Plaintiff and the aggrieved employees to stay at their post during
23 meal breaks. However, Plaintiff and the aggrieved employees did not execute a valid on-duty meal
24 period agreement. As such, Defendant did not provide Plaintiff and the aggrieved employees with
25 complaint meal periods and did not compensate them one (1) hours wages in lieu of compliant
26 meal periods.

27 6. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
28 Development Agency and Defendant giving notice of this claim pursuant to PAGA and continuing

1 to the present, Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage
2 Order 4-2001 and Labor Code § 226(a). Specifically, Labor Code §226(a)(8) requires, that every
3 employer shall furnish each of his or her employees an accurate itemized statement in writing
4 showing the name and address of the legal entity that is the employer. Here, Plaintiff and the
5 aggrieved employees are issued wage statements that do not include the name of the legal entity
6 that is the employer.

7 7. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
8 Development Agency and Defendant giving notice of this claim pursuant to PAGA and continuing
9 to the present, Defendant has engaged in practices that violate Labor Code § 2802. Labor Code
10 §2802 provides that (a) An employer shall indemnify his or her employee for all necessary
11 expenditures or losses incurred by the employee in direct consequence of the discharge of his or
12 her duties, or of his or her obedience to the directions of the employer, even though unlawful,
13 unless the employee, at the time of obeying the directions, believed them to be unlawful. Here,
14 Defendant required that Plaintiff and the aggrieved employees be available by cell phone and
15 answer/use their cell phones while working and this was necessary to perform their job duties.
16 These cell phones were not provided by Defendant, and Defendant failed to reimburse Plaintiff
17 and the aggrieved employees for the costs associated with using these personal cell phones. Thus,
18 Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor
19 Code Labor Code § 2802 with respect to Plaintiff and all aggrieved employees.

20 8. Plaintiff, on behalf of herself and all aggrieved employees presently or formerly
21 employed by Defendant during the liability period, brings this representative action pursuant to
22 Labor Code §2699, et seq. seeking penalties for Defendant’s violation of Labor Code Sections §§
23 226(a), 226.7, 510, 512, 1194, 1199, and 2802.

24 **II.**

25 **JURISDICTION & VENUE**

26 9. This Court has subject matter jurisdiction over any and all causes of action asserted
27 herein pursuant to Article VI, §10 of the California Constitution and California Code of Civil
28 Procedure §410.10 by virtue of the fact that this is a civil action in which the matter in controversy,

1 exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the
2 laws of the State of California or is subject to adjudication in the courts of the State of California.

3 10. This Court has personal jurisdiction over Defendant because Defendant has caused
4 injuries in Los Angeles County and the State of California through their acts, and by their violation
5 of the California Labor Code and California state common law.

6 11. At all times set forth herein, Defendant is and was, based upon information and
7 belief, a California corporation doing business in Los Angeles County and in the State of California
8 with its California address at 23679 Calabasas Road, Unit 215, Calabasas, CA 91302. At all
9 relevant times, Defendant employed Plaintiff in the State of California.

10 12. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
11 Civil Procedure §395. Defendant operates within California and does business within the county
12 of Los Angeles, California. The unlawful acts alleged herein have a direct effect on Plaintiff and
13 all “aggrieved employees” within the State of California and Los Angeles County.

14 **III.**

15 **PARTIES**

16 **A. Plaintiff**

17 13. Plaintiff SALENE ACUNA is a resident of State of California. Plaintiff was
18 employed by Defendant as a non-exempt employee in California.

19 14. Upon information and belief, Plaintiff and all aggrieved employees are covered by
20 California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8 Cal.
21 Code of Regs. § 11040.)

22 15. Plaintiff and all current and former employees are aggrieved employees within the
23 meaning of Labor Code §2699, et seq. (See Labor Code §2699(c).)

24 **B. Defendants**

25 16. Defendant PICORE BERISTAIN INITIATIVE INC. is a California Corporation
26 operating in California including in the County of Los Angeles. The Defendant’s California
27 address is 23679 Calabasas Road, Unit 215, Calabasas, CA 91302. Defendant employed Plaintiff
28 and the other aggrieved employees within California. Some of the violations alleged herein arose

1 in the County of Los Angeles, California.

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

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

13 19. The Defendants named herein as DOE 1 through DOE 10 are and were persons
14 acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one
15 or more provisions of the California Labor Code and public policy as alleged herein.

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

22 IV.

23 FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

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

26 22. Upon information and belief, Plaintiff and the aggrieved employees are covered by
27 California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8 Cal.
28 Code of Regs. § 11040).

23. On a regular and consistent basis, for all aggrieved employees employed by Defendant, Defendant has failed to comply with Labor Code §§ 226(a), 226.7, 510, 512, 1194, 1199, and 2802 as set forth herein.

V.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFF SALENE ACUNA AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS FOR PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ. FOR VIOLATIONS OF LABOR CODE §§ 226(A), 226.7, 510, 512, 1194, 1199, AND 2802

24. Plaintiff realleges and incorporates by reference all previous paragraphs.

25. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce Development Agency and Defendant giving notice of this claim pursuant to PAGA and continuing to the present, Defendant engaged in a practice of failing to pay wages/overtime for all hours worked pursuant to Labor Code §§ 510, 1194, and 1199.

a. First, Plaintiff and other aggrieved employees were not properly compensated for all hours worked at the regular rate of pay and were not compensated at the appropriate overtime rate for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Defendant required Plaintiff and all aggrieved employees to work off the clock. Plaintiff and all aggrieved employees were not paid for the overlapping time between the end and start of each employee's scheduled shift. Instead, Plaintiff and all aggrieved employees were required to report the scheduled start time/end time of each shift rather than the actual time they worked for that shift. As a result, Defendant failed to pay Plaintiff and all aggrieved employees all wages at the appropriate rate for all hours worked.

b. Second, Defendant has improperly instituted an on-duty meal period. Defendant required Plaintiff and the aggrieved employees to clock out, but stay at their post during meal breaks. As a result, Plaintiff and aggrieved employees

1 worked without receiving a thirty (30) minute meal period where they are
2 relieved of all duty. As such, Plaintiff and aggrieved employees have not been
3 properly compensated for all hours worked at the proper corresponding rate.

4 26. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
5 Development Agency and Defendant giving notice of this claim pursuant to PAGA and continuing
6 to the present, Defendant has had a consistent policy of failing to provide proper meal periods to
7 Plaintiff and all aggrieved employees in violation of Labor Code §§226.7 and 512. Defendant
8 failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods
9 and failed to provide compliant meal periods of not less than thirty (30) minutes per five (5) hour
10 work period. Defendant required Plaintiff and the aggrieved employees to clock out, but stay at
11 their post during meal breaks. However, Plaintiff and the aggrieved employees did not execute a
12 valid on-duty meal period agreement. As such, Defendant did not provide Plaintiff and the
13 aggrieved employees with complaint meal periods and did not compensate them one (1) hours
14 wages in lieu of compliant meal periods.

15 27. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
16 Development Agency and Defendant giving notice of this claim pursuant to PAGA and continuing
17 to the present, Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage
18 Order 4-2001 and Labor Code § 226(a). Specifically, Labor Code §226(a)(8) requires,
19 semimonthly or at the time of each payment of wages, that every employer shall furnish each of
20 his or her employees an accurate itemized statement in writing showing the name and address of
21 the legal entity that is the employer. Here, Plaintiff and the aggrieved employees are issued wage
22 statements that do not include the name of the legal entity that is the employer. Thus, Plaintiff is
23 an aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code
24 Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

25 28. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
26 Development Agency and Defendant giving notice of this claim pursuant to PAGA and continuing
27 to the present, Defendant has engaged in practices that violate Labor Code § 2802. Labor Code §
28 2802 provides that (a) An employer shall indemnify his or her employee for all necessary

1 expenditures or losses incurred by the employee in direct consequence of the discharge of his or
2 her duties, or of his or her obedience to the directions of the employer, even though unlawful,
3 unless the employee, at the time of obeying the directions, believed them to be unlawful. Here,
4 Defendant required that Plaintiff and the aggrieved employees be available by cell phone and
5 answer/use their cell phones while working and this was necessary to perform their job duties.
6 These cell phones were not provided by Defendant, and Defendant failed to reimburse Plaintiff
7 and the aggrieved employees for the costs associated with using these personal cell phones. Thus,
8 Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor
9 Code Labor Code §2802 with respect to Plaintiff and all aggrieved employees.

10 29. Defendant's violation of Labor Code Labor Code §§ 226(a), 226.7, 510, 512, 1194,
11 1199, and 2802 was all done on a regular and consistent basis.

12 30. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code
13 §2699, et seq. because of Defendant's violation of Labor Code §§ 226(a), 226.7, 510, 512, 1194,
14 1199, and 2802.

15 31. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code
16 §226.3, et seq. because of Defendant's violation of Labor Code §§ 226(a).

17 a. Labor Code section 226.3 provides for a "civil penalty" for violations of Section
18 226(a): \$250 per employee per violation for an initial citation, and \$1,000 per
19 employee for each violation in a further citation

20 32. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code
21 §2699, et seq. because of Defendant's violation of Labor Code §§ 226.7, 510, 512, 1194, 1199,
22 and 2802. Under Labor Code §§2699(f)(2) and 2699.5, for each such violation, Plaintiff and all
23 other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial
24 subject to the following formula:

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

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

34. On February 6, 2020, Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/260>) 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. (Exhibit “1”.) Upon information and belief, on or around February 6, 2020, Defendant signed a certified mail return receipt verifying that it received Plaintiff’s letter. (Exhibit “2”.) 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 seeks judgment against PICORE BERISTAIN INITIATIVE INC. and Does 1 to 50, Inclusive, and each of them, as follows for Plaintiff and all aggrieved employees:

- a. For penalties and other relief pursuant to Labor Code §226.3. for Plaintiff and all other aggrieved employees;
- b. For penalties and other relief pursuant to Labor Code §2698 *et seq.* for Plaintiff and all other aggrieved employees.
- c. An award of prejudgment and post judgment interest;
- d. An award providing for payment of costs of suit;
- e. An award of attorneys’ fees; and
- f. Such other and further relief as this Court may deem proper and just.

DATED: April 13, 2020

KINGSLEY & KINGSLEY, APC

By: _____

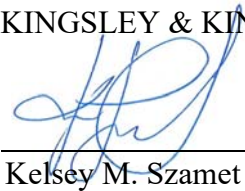

Kelsey M. Szamet
Attorneys for Plaintiff

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

February 6, 2020

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Picore International
23679 Calabasas Road, Unit 215
Calabasas, CA 91302
7018 1130 0001 5815 1376

Re: SALENE ACUNA v. PICORE BERISTAIN INITIATIVE INC.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents SALENE ACUNA (“Plaintiff”) and a proposed group of current and former employees working for PICORE BERISTAIN INITIATIVE 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 herself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by PICORE BERISTAIN INITIATIVE 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. (“aggrieved employees”).

Defendant has violated Labor Code §§ 510, 1194, and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

Here, Defendant failed to pay all wages and/or overtime for all hours worked by Plaintiff and all aggrieved employees. Plaintiff and other aggrieved employees were not properly compensated for all hours worked because Defendant required Plaintiff and all aggrieved employees to work off the clock. Plaintiff and all aggrieved employees were not paid for the overlapping time between the end and start of each employee’s scheduled shift. Instead, Plaintiff and all aggrieved employees were required to report the scheduled start time/end time of each shift rather than the actual time they worked for that shift. Further, Defendant has improperly instituted an on-duty meal period. Defendant required Plaintiff and the aggrieved employees to clock out, but stay at their post during their meal break. As a result, Plaintiff and aggrieved employees were not

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

February 6, 2020

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compensated for that time worked and they were required to work without receiving a thirty (30) minute meal period wherein they are relieved of all duty.

Further, Labor Code § 512 states that an employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes. Additionally, an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. Wage Order 4-2001 states that an on-duty meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time. Pursuant to Labor Code § 226.7(c), if any 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 minute uninterrupted meal period was not provided in full, or was not provided in a timely manner.

Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide compliant meal periods of not less than thirty (30) minutes per five (5) hour work period. As described above, Defendant required Plaintiff and the aggrieved employees to stay on their post during their meal break. However, Plaintiff and the aggrieved employees did not execute a valid on-duty meal period agreement. As such, Defendant did not provide Plaintiff and the aggrieved employees with complaint meal periods and did not compensate them one (1) hours wages in lieu of compliant meal periods.

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. 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 the required use of their personal cell phones.

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

We are constrained to move forward with the filing of this complaint alleging causes of action

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

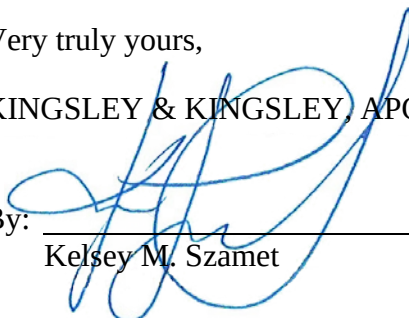
February 6, 2020

Page **3** of **3**

pursuant to Labor Code §§ 226(a), 226.7, 510, 512, 1194, 1199, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet

KMS/dm

Cc: 1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/260>

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Service Email](#)
Subject: Thank you for submission of your PAGA Case.
Date: Thursday, February 6, 2020 3:04:45 PM

2/6/2020

LWDA Case No. LWDA-CM-771153-20
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : Salene Acuna
Employer: Picore International

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: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT "2"

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Picore International
23679 Calabasas Road
Unit 215
Calabasas, CA 91362



9590 9402 5537 9249 5272 57

2. Article Number (Transfer from service label)

7018 1130 0001 5815 1376

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

Sean Gordon

C. Date of Delivery

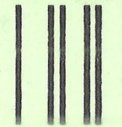
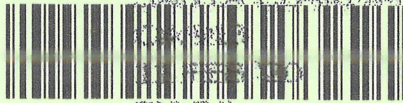
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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☒ Return Receipt for
Merchandise☐ Signature Confirmation™☐ Signature Confirmation
Restricted Delivery

Domestic Return Receipt

USPS TRACKING #



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

9590 9402 5537 9249 5272 57

United States
Postal Service

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

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

Picore International

