

COPY

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FILED
TULARE COUNTY SUPERIOR COURT
VISALIA DIVISION

APR 12 2021

STEPHANIE CAMERON, CLERK
BY: Farm Ching

Attorneys for Plaintiff and all Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

LUIS SANTOS, an individual, on behalf of
himself and others similarly situated

PLAINTIFF,

v.

REPLANET PACKAGING, LLC; and DOES
1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 285878

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT**

1. Penalties Pursuant to Labor Code § 2699,
et seq.

BY FAX

1 Plaintiff LUIS SANTOS, on behalf of himself and the State of California as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, §2699, et seq. (“PAGA”)
3 complains of Defendant REPLANET PACKAGING, LLC (“Defendant”) and each of them, as
4 follows:

5 **I.**

6 **INTRODUCTION**

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 REPLANET PACKAGING, LLC, in the State of
11 California since one (1) year prior to the date of Plaintiff’s notice
letter to the Labor & Workforce Development Agency (“LWDA”)
and continuing to the present. (“Proposed Aggrieved Employees”)

12 2. From at least one (1) year prior to the filing of this action and continuing to the
13 present, Defendant has had a consistent policy of failing to inform Aggrieved Employees of their
14 right to take meal periods by way of a lawful policy and requiring Aggrieved Employees within
15 the State of California, including Plaintiff, to work at least five (5) hours without a meal period
16 and failing to pay such employees one (1) hour of pay at the employees’ regular rate of
17 compensation for each workday that the meal period is not provided or provided after five (5)
18 hours, as required by California state wage and hour laws.

19 3. For at least one (1) year prior to the filing of this action continuing to the present,
20 Defendant has had a consistent policy of failing to inform Aggrieved Employees of their right to
21 take second meal periods by way of a lawful policy and of requiring all Aggrieved Employees to
22 work at least ten (10) hours without a second meal period. Additionally, Defendant has failed to
23 pay such employees one (1) hour of pay at the employee’s regular rate of compensation for each
24 workday that the second meal period is not provided or provided after ten (10) hours, as required
25 by California state wage and hour laws.

26 4. For at least one (1) year prior to the filing of this action continuing to the present,
27 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and
28 all Aggrieved Employees.

5. Plaintiff, on behalf of himself and all Aggrieved Employees brings this representative action pursuant to Labor Code §2699, et seq. seeking penalties for Defendant's violation of Labor Code §§ 201, 202, 203, 226.7, and 512; Wage Order 4-2001; and California Code of Regulations, Title 8, Section 11040, seeking reasonable attorneys' fees and costs.

II.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

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

8. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. Defendant operates within California and does business within Tulare County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Aggrieved Employees within the State of California and the county of Tulare.

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

III.

PARTIES

A. PLAINTIFF

10. Plaintiff LUIS SANTOS is a resident of California.

1 11. Plaintiff and all current and former employees are “aggrieved employees” within
2 the meaning of Labor Code §2699, et seq. (See Labor Code §2699(c).)

3 12. Plaintiff and all Aggrieved Employees, were regularly required to:

4 a. Work without being provided meal periods

5 13. Defendant willfully failed to compensate Plaintiff and all Aggrieved Employees for
6 wages at the termination of their employment with Defendant.

7 **B. DEFENDANTS**

8 14. Defendant REPLANET PACKAGING, LLC is believed to be a Delaware
9 corporation operating within the State of California. Defendant’s corporate address is believed to
10 be 6941 W Goshen Ave, Visalia, CA 93291. Upon information and belief, Defendant employed
11 Plaintiff and similarly situated persons as hourly employees within California. Defendant has done
12 and does business throughout the State of California.

13 15. The true names and capacities, whether individual, corporate, associate, or
14 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
15 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
16 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
17 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
18 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
19 capacities of the Defendants designated hereinafter as DOES when such identities become known.

20 16. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
21 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
22 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
23 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
24 employer and/or joint employer of Plaintiff and all Aggrieved Employees.

25 17. Furthermore, Defendants acted in all respects as the employers or joint employers
26 of all Aggrieved Employees. Defendants, and each of them, exercised control over the wages,
27 hours or working conditions of all Aggrieved Employees, or suffered or permitted all Aggrieved
28 Employees to work, or engaged, thereby creating a common law employment relationship, with

1 all Aggrieved Employees. Therefore, Defendants, and each of them, employed or jointly employed
2 all Aggrieved Employees.

3 **IV.**

4 **FACTUAL BACKGROUND**

5 18. Plaintiff and all Aggrieved Employees are, and at all times pertinent hereto, have
6 been classified as non-exempt employees by Defendant. Defendant hires employees who work as
7 hourly employees who are paid on an hourly basis.

8 19. Upon information and belief, Plaintiff and all Aggrieved Employees are covered by
9 California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8 Cal.
10 Code of Regs. § 11040).

11 20. Defendant failed to inform Plaintiff and the Aggrieved Employees of their right to
12 take compliant first and second meal periods by way of a lawful policy.

13 21. Plaintiff and all Aggrieved Employees have been forced by Defendant to work over
14 five (5) hours in one day without being provided a thirty (30) minute uninterrupted meal break and
15 not being compensated one (1) hour of pay at the regular rate of compensation for each workday
16 that a meal period was not provided or provided after five (5) hours, all in violation of California
17 labor laws, regulations, and Industrial Welfare Commission Wage Orders. Additionally,
18 Defendant failed to inform Plaintiff and all Aggrieved Employees of their right to take meal
19 periods by way of a lawful policy.

20 22. Plaintiff and all Proposed Aggrieved Employees have been forced by Defendant to
21 work over ten (10) hours in one day without being provided a second thirty (30) minute
22 uninterrupted meal break period(s) and not being compensated one (1) hour of pay at the regular
23 rate of compensation for each workday that a second meal period was not provided, all in violation
24 of California labor laws, regulations, and Industrial Welfare Commission Wage Orders.
25 Additionally, Defendant failed to inform Plaintiff and all Aggrieved Employees of their right to
26 take second meal periods by way of a lawful policy.

27 23. Defendant willfully failed to pay wages and compensation when Plaintiff and all
28 Proposed Aggrieved Employees quit or were discharged. This failure was willful, without legal

1 justification, and interfered with Plaintiff's and Aggrieved Employees' rights.

2 24. As a result of the acts alleged herein, Defendant violated Labor Code § 2699, et
3 seq.

4 **V.**

5 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

6 25. Plaintiff and all current and former employees are Aggrieved Employees within the
7 meaning of Labor Code §2699, et seq. (See Labor Code §2699(c).)

8 26. Plaintiff and all Aggrieved Employees, were regularly required to:

9 (a) Work without being provided meal periods

10 27. Defendant willfully failed to compensate Plaintiff and all Aggrieved Employees for
11 wages at the termination of their employment with Defendant.

12 **VI.**

13 **FIRST CAUSE OF ACTION**

14 **PLAINTIFF ON BEHALF OF HIMSELF AND ALL AGGRIEVED EMPLOYEES**

15 **AGAINST ALL**

16 **DEFENDANTS FOR PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ. FOR**

17 **VIOLATIONS OF LABOR CODE §§ 201, 202, 203, 226.7, AND 512**

18 28. Plaintiff, on behalf of himself and all Aggrieved Employees, realleges and
19 incorporates by reference all previous paragraphs.

20 29. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
21 compensation for each meal period the employer fails to provide. Employees are entitled to a first
22 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
23 first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts
24 over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after
25 no more than ten (10) hours of work. Defendant failed to maintain a policy informing Plaintiff
26 and all Aggrieved Employees of these rights.

27 30. From at least one (1) year prior to the filing of this action and continuing to the
28 present, Defendant has had a consistent policy of failing to inform Aggrieved Employees of their

1 right to take meal periods by way of a lawful policy and requiring Aggrieved Employees within
2 the State of California, including Plaintiff, to work at least five (5) hours without a meal period
3 and failing to pay such employees one (1) hour of pay at the employees' regular rate of
4 compensation for each workday that the meal period is not provided or provided after five (5)
5 hours, as required by California state wage and hour laws.

6 31. For at least one (1) year prior to the filing of this action continuing to the present,
7 Defendant has had a consistent policy of failing to inform Aggrieved Employees of their right to
8 take second meal periods by way of a lawful policy and of requiring all Aggrieved Employees to
9 work at least ten (10) hours without a second meal period. Additionally, Defendant has failed to
10 pay such employees one (1) hour of pay at the employee's regular rate of compensation for each
11 workday that the second meal period is not provided or provided after ten (10) hours, as required
12 by California state wage and hour laws.

13 32. Numerous all Aggrieved Employees including the Plaintiff are no longer employed
14 by Defendant. They were either fired or quit Defendant's employ.

15 33. Defendant's failure to pay wages, as alleged above, was willful in that Defendant
16 knew wages to be due but failed to timely pay the Aggrieved Employees these wages at the time
17 of termination or within seventy-two hours of resignation and have failed to pay those sums for
18 thirty (30) days thereafter in violation of Labor Code §§ 201, 202, and 203 entitling the Aggrieved
19 Employees to penalties.

20 34. Defendant's violation of Labor Code §§ 201, 202, 203, 226.7, and 512 was all done
21 on a regular and consistent basis.

22 35. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code §
23 2699, et seq., because of Defendant's violation of Labor Code §§ 201, 202, 203, 226.7, and 512,
24 which call for civil penalties.

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

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

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

37. These penalties shall be allocated seventy-five percent (75%) to the Labor and Workforce Development Agency (LWDA) and twenty-five percent (25%) to the affected employees.

38. On February 4, 2021, in compliance with Labor Code § 2699.3(a)(1), Plaintiff gave written notice by online filing to the LWDA, setting forth the facts and theories of the violations alleged against Defendant. ("Notice Letter", see Exhibit "1"), paid the filing fee, and received an e-filing confirmation. (See Exhibit "2"). Plaintiff also mailed notice to Defendant by certified mail, return receipt requested, to the address listed on the California's Secretary of State's website as the entity address for Defendant, which is believed to be 6941 W Goshen Ave, Visalia, CA 93291 (See Exhibit "3").

39. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA evidencing its intention to investigate within sixty-five (65) calendar days of February 4, 2021. Therefore, Plaintiff is entitled to commence a civil action as though the LWDA has chosen not to investigate.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For penalties and other relief pursuant to Labor Code § 2699, *et seq.*;
2. An award providing for payment of costs of suit;
3. An award of attorneys' fees; and
4. Such other and further relief as this Court may deem proper and just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

DATED: April 12, 2021

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly
Attorneys for Plaintiff Luis Santos and all Aggrieved Employees

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

February 4, 2021

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

REPLANET PACKAGING, LLC
6941 W. Goshen Ave
Visalia, CA 93291

Re: LUIS SANTOS v. REPLANET PACKAGING, LLC
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents LUIS SANTOS (“Plaintiff”) and a proposed group of current and former employees working for REPLANET PACKAGING, LLC (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by REPLANET PACKAGING, LLC, 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”).

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. Defendant failed to maintain a policy informing Plaintiff and the aggrieved employees of these rights. Likewise, the Wage Orders (4-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

February 4, 2021

Page 2 of 2

Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) requiring Plaintiff and the aggrieved employees to take late meal breaks that occurred after the first five hours of each shift; (2) required Plaintiff and the aggrieved employees to work shifts over ten (10) hours without providing a second meal period of thirty minutes in length altogether; and (3) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift or that a second meal period was not provided.

Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203. As such, Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §§201, 202, and 203. (See *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754, reh’g denied (June 13, 2018), review denied (Aug. 8, 2018), allowing named Plaintiff to pursue PAGA penalties for violations not personally suffered.

Given these allegations, Plaintiff requests that Defendant pay back any wages owed from one year prior to the date of this letter to the present, pursuant to Labor Code § 558.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226.7, and 512 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: 

Liane Katzenstein Ly

LKL/jl

1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
2. REPLANET PACKAGING, LLC via USPS Certified Mail # 7018 1130 0001 5815 3943
3. Winston Law Group, P.C., 1180 S Beverly Dr, #320, Los Angeles, CA90035

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Liane

Your Last Name *

Ly

Firm Name (if any) *

Kingsley & Kingsley

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

Your Email Address *

service@kingsleykingsley.

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd Ste 12

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

LUIS SANTOS

Plaintiff/Aggrieved Employee Occupation *

Hourly Employee

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation

Employer Name *

REPLANET PACKAGING, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt

6941 W. GOSHEN AVE

Employer City

VISALIA

Employer State

California



Employer Zip/Postal Code

93291

Employer Industry *

Other



Employer Industry for "Other" *

Plastic Food Packaging

Add additional defendants

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

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

Provide Details of Other Violation *

Other(Maybe Multiple)

- ☐ Other Violation

Child Labor – Specify Ages

PAGA Claim Type – Check All that Apply *

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

Filing Fee

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

IFP

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

Billing information

Billing First Name *

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

Visa

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

Credit Card Expiration Year *

mm

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 PAGA Letter– ...GING, LLC.pdf

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

 No file chosen[Add Another Attachment](#)

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

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

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

Previous Page

Submit

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

[Click Here](#) to Search Case|

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Service Email](#)
Subject: Thank you for submission of your PAGA Case.
Date: Thursday, February 4, 2021 9:36:59 AM

2/4/2021

LWDA Case No. LWDA-CM-820696-21
Law Firm : Kingsley & Kingsley
Plaintiff Name : LUIS SANTOS
Employer: REPLANET PACKAGING, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Service Email](#)
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation
Date: Thursday, February 4, 2021 9:37:18 AM

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-820696-21

Order Number: ORD-000095443

Total:\$75.00

Card Type: Visa

Date: 2/4/2021

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436

EXHIBIT "3"

USPS TRACKING #



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

9590 9402 6094 0125 0617 87

United States
Postal Service

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

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



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:

REPLANET PACKAGING, LLC6941 W. Goshen Ave
Visalia, CA 93291

9590 9402 6094 0125 0617 87

2. Article Number (Transfer from service label)

7018 1130 0001 5815 3943

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *FH*☒ Agent☐ Addressee

B. Received by (Printed Name)

C19 R8

C. Date of Delivery

*2-9-21*D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☒ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☒ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation

Restricted Delivery

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

Domestic Return Receipt