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Attorneys for Plaintiff and the Aggrieved Employees

FILED
Superior Court of California
County of Los Angeles
06/10/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: M. Miro Deputy

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

HAMID REZA BABA AMIRI, an individual,
on behalf of the State of California, as a
private attorney general,

PLAINTIFF,

v.

GREWAL FOODS OC SUB, INC. DBA
SUBWAY; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21STCV20426

**SECOND AMENDED
REPRESENTATIVE ACTION
COMPLAINT**

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

1 Plaintiff HAMID REZA BABA AMIRI, on behalf of himself, and the people of the State
2 of California and as an “aggrieved employee” under Labor Code Private Attorneys General Act of
3 2004, §2699, et seq. (hereafter “PAGA”) complains of Defendant GREWAL FOODS OC SUB,
4 INC. DBA SUBWAY (“Defendant”) and each of them, as 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 GREWAL FOODS OC SUB, INC. DBA SUBWAY,
11 in the State of California since one (1) year prior to the date of
12 Plaintiff’s notice letter to the Labor & Workforce Development
Agency (“LWDA”) and continuing to the present. (“Aggrieved
Employees”)

13 2. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
14 and Development Agency (“LWDA”) and Defendant on May 27, 2021 giving notice of this claim
15 pursuant to PAGA and continuing to the present, Defendant has failed to properly comply with
16 Labor Code §§ 201, 202, 203, 226.7, 512, 1198, 1199, and 2802.

17 3. Defendant has had a consistent policy of failing to inform Aggrieved Employees of
18 their right to take meal periods by way of a lawful policy and requiring Aggrieved Employees
19 within the State of California, including Plaintiff, to work at least five (5) hours without a lawful
20 meal period. Defendant failed to pay such employees one (1) hour of pay at the employees’ regular
21 rate of compensation for each workday that a compliant meal period is not provided as required
22 by California state wage and hour laws.

23 4. Defendant has had a consistent policy of failing to inform Aggrieved Employees
24 of their right to take rest periods by way of a lawful policy and requiring Aggrieved Employees
25 within the State of California, including Plaintiff, to work without being provided all lawful rest
26 periods. In addition, Defendant has had a consistent policy of failing to permit Plaintiff and the
27 Aggrieved Employees from leaving Defendant’s business premises during rest breaks in violation
28 of *Augusts v. ABM Security, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that limits where an

1 employee can take a break does not “relinquish control over how employees spend their time”).
2 Defendant failed to pay rets period premiums as required by California state wage and hour laws
3 for non-compliant rest breaks. Defendant failed to pay such employees one (1) hour of pay at the
4 employees’ regular rate of compensation for each workday that all compliant rest periods are not
5 provided as required by California state wage and hour laws.

6 5. Defendant has failed to reimburse Plaintiff and the Aggrieved Employees for their
7 mileage. Plaintiff and the Aggrieved Employees are required to work without being reimbursed
8 for their necessary business expenses.

9 6. Defendant has failed to pay all wages due at the time of termination or resignation
10 to Plaintiff and the Aggrieved Employees.

11 7. Defendant did not provide suitable seats for employees performing work at the
12 cashiers even though the nature of work reasonably permitted the use of seats. Seats were not
13 available to Plaintiff and other aggrieved employees.

14 8. Plaintiff, on behalf of himself and all Aggrieved Employees presently or formerly
15 employed by Defendant during the liability period, brings this representative action pursuant to
16 Labor Code §§ 2699, et seq. seeking penalties for Defendant’s violation of §§ 201, 202, 203, 226.7,
17 512, 1198, 1199, and 2802.

18 **II.**

19 **JURISDICTION AND VENUE**

20 9. This Court has subject matter jurisdiction over all causes of action asserted herein
21 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
22 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
23 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the
24 State of California or is subject to adjudication in the courts of the State of California.

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

28 11. At all times set forth herein, Defendant is and was, based upon information and

1 belief, a California corporation doing business in Los Angeles County and in the State of California
2 with its California address at 6110 Variel Ave., Suite 2D Woodland Hills, CA 91367. At all
3 relevant times, Defendant employed Plaintiff in the State of California.

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

8 **III.**

9 **PARTIES**

10 **A. PLAINTIFF**

11 13. Plaintiff HAMID REZA BABA AMIRI is a resident of California.

12 14. Upon information and belief, Plaintiff and all Aggrieved Employees are covered by
13 California Industrial Welfare Commission Occupational Wage Order No. 5-2001 (Title 8 Cal.
14 Code of Regs. § 11050.)

15 15. Plaintiff and all aggrieved employees as defined in his notice letter to the LWDA
16 are Aggrieved Employees within the meaning of Labor Code § 2699, et seq. (See Labor Code
17 §2699(c).)

18 **B. DEFENDANTS**

19 16. Defendant GREWAL FOODS OC SUB, INC. DBA SUBWAY is believed to be a
20 California corporation operating within the State of California. Defendant's corporate address is
21 believed to be 6110 Variel Ave., Suite 2D, Woodland Hills, CA 91367. Upon information and
22 belief, Defendant employed Plaintiff and similarly situated persons as hourly employees within
23 California. Defendant has done and does business throughout the State of California.

24 17. The true names and capacities, whether individual, corporate, associate, or
25 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
26 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
27 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
28 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred

1 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
2 capacities of the Defendants designated hereinafter as DOES when such identities become known.

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

7 19. Furthermore, Defendants acted in all respects as the employers or joint employers
8 of the Aggrieved Employees. Defendants, and each of them, exercised control over the wages,
9 hours or working conditions of the Aggrieved Employees, or suffered or permitted the Aggrieved
10 Employees to work, or engaged, thereby creating a common law employment relationship, with
11 the Aggrieved Employees. Therefore, Defendants, and each of them, employed or jointly
12 employed the Aggrieved Employees.

13 **IV.**

14 **FACTUAL BACKGROUND**

15 20. Plaintiff and the Aggrieved Employees are, and at all times pertinent hereto, have
16 been classified as non-exempt employees by Defendant. Defendant hires employees who work as
17 hourly employees who are paid on an hourly basis.

18 21. Upon information and belief, Plaintiff and the Aggrieved Employees are covered
19 by California Industrial Welfare Commission Occupational Wage Order No. 5-2001 (Title 8 Cal.
20 Code of Regs. § 11050).

21 22. On a regular and consistent basis, for all Aggrieved Employees employed by
22 Defendant, Defendant has failed to comply with Labor Code §§ 201, 202, 203, 226.7, 512, 1198,
23 1199, and 2802 as alleged herein.

24 ///

1 V.

2 FIRST CAUSE OF ACTION

3 PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
4 FOR PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ. FOR VIOLATIONS
5 OF LABOR CODE §§ 201, 202, 203, 226.7, 512, AND 2802

6 23. Plaintiff, on behalf of himself and the Aggrieved Employees, realleges and
7 incorporates by reference all previous paragraphs.

8 24. Plaintiff brings this representative action on behalf of himself and the State of
9 California as well as on behalf of a group of aggrieved employees defined as: All persons who are
10 employed or have been employed as an hourly employee by Grewal Foods OC Sub, Inc. dba
11 Subway, in the State of California who worked one or more pay periods since May 27, 2020 to the
12 present. (“aggrieved employees”).

13 25. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
14 Development Agency and Defendant on May 27, 2021 giving notice of these PAGA claims and
15 continuing to the present, Defendant has violated Labor Code §§ 226.7 and 512 with respect to
16 Plaintiff and all Aggrieved Employees.

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

26 b. Plaintiff and the Aggrieved Employees consistently worked shifts over five (5)
27 hours.

28 c. Defendant failed to provide Plaintiff and the Aggrieved Employees with

uninterrupted meal periods of not less than thirty (30) minutes within the first five (5) hours of work as required by the Labor Code during the relevant time period.

- d. When Plaintiff and the Aggrieved Employees worked shifts over ten (10) hours, Defendant failed to provide Plaintiff and the Aggrieved Employees with timely uninterrupted meal periods of not less than thirty (30) minutes within the first ten (10) hours for shifts over ten (10) hours work as required by the Labor Code during the relevant time period.

26. 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 these PAGA claims and continuing to the present, Defendant has violated Labor Code § 226.7 with respect to Plaintiff and all Aggrieved Employees. Labor Code § 226.7 requires an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof).

- a. Defendant failed to maintain a policy informing Plaintiff and the Aggrieved Employees of this right.
- b. Plaintiff and the Aggrieved Employees have been required to work four hour increments (or major fractions thereof) without being provided with a ten (10) minute rest period.
- c. In addition, Defendant maintains a consistent policy of failing to permit Plaintiff and the Aggrieved Employees the ability to leave Defendant's business premises during rest breaks in violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that limits where an employee can take a break does not "relinquish control over how employees spend their time"). As such, Defendant failed to provide Plaintiff and the Aggrieved Employees with compliant rest periods.
- d. Plaintiff and the Aggrieved Employees were not compensated with one (1) hour of wages for each workday that aggrieved employees were not permitted to

1 leave the premises during rest breaks as required by Labor Code § 226.7.

2 27. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
3 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
4 present, Defendant has violated Labor Code § 2802, with respect to Plaintiff and all Aggrieved
5 Employees. Labor Code § 2802 requires employers to indemnify employees for all necessary
6 expenditures incurred by employees in the discharge of their duties.

- 7 a. Defendant failed to reimburse Plaintiff and the Aggrieved Employees for the
8 cost of using their personnel vehicles necessary to discharge their duties
9 including for travel such as bank and inter-store supply runs in the middle of
10 their shifts. Because Defendant did not provide a vehicle or other transportation
11 to workers so that they could complete bank and inter-store supply runs during
12 the course of a work shift, Plaintiff and the Aggrieved Employees were required
13 to use their own vehicles to travel for necessary work purposes during their
14 shifts.

15 28. 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 these PAGA claims and continuing to the
17 present, Defendant has violated Labor Code §§ 201-203.

- 18 a. Numerous members of the Aggrieved Employees including the Plaintiff are no
19 longer employed by Defendant. They were either fired or quit Defendant's
20 employ.
- 21 b. Defendant's failure to pay wages, as alleged above was willful in that Defendant
22 knew wages to be due but failed to pay them, thus entitling Plaintiff and the
23 Aggrieved Employees to penalties under Labor Code § 203, which provides
24 that an employee's wages shall continue as a penalty until paid for a period of
25 up to thirty (30) days from the time they were due.

26 42. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
27 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
28 present, Defendant has violated Labor Code sections 1198 and 1199 with respect to Plaintiff and

1 all aggrieved employees. Defendant required Plaintiff and the aggrieved employees to work under
2 conditions of labor prohibited by an order of the Industrial Welfare Commission (IWC) by
3 violating, refusing, and neglecting to comply with the commission's orders regarding working
4 conditions.

5 a. Wage Order 5-2001 states that "All working employees shall be provided with
6 suitable seats when the nature of the work reasonably permits the use of seats."
7 Labor Code sections 1198 and 1199 penalize and bar employers from employing,
8 requiring, or causing an employee to work under conditions of labor prohibited by
9 a wage order, and from violating, refusing, or neglecting to comply with such an
10 order.

11 b. Defendant violated Labor Code sections 1198 and 1199 by failing to provide
12 Plaintiff and other employees with suitable seating pursuant to Industrial Welfare
13 Commission Wage Order 5-2001, sections 14(A) and (B).

14 c. When Plaintiff and other aggrieved employees worked at the cashier registers, the
15 nature of the work allowed for a suitable seat to be provided. However, Defendant
16 did not make a suitable seat available to Plaintiff and other aggrieved employees at
17 the cashier locations within its stores.

18 43. Defendant's violation of Labor Code §§ 201, 202, 203, 226.7, 512, 1198, 1199, and
19 2802 was all done on a regular and consistent basis.

20 44. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code
21 §2699, et seq use of Defendant's violation of Labor Code §§ 201, 202, 203, 226.7, 512, 1198,
22 1199, 2802; Wage Order 5-2001; and California Code of Regulations, Title 8, Section 11050,
23 which call for civil penalties.

24 45. For each such penalty, Plaintiff and the aggrieved employees are entitled to
25 penalties in an amount to be shown at trial, subject to the following formula:

26 a. For statutes that specifically provide for a civil penalty, the amount of the penalty
27 provided for by such statute;

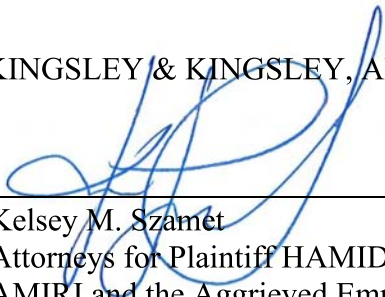
28 b. For statutes that do not specifically provide for a civil penalty:

DEMAND FOR JURY TRIAL

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

DATED: June 10, 2022

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet

Attorneys for Plaintiff HAMID REZA BABA
AMIRI and the Aggrieved Employees

EXHIBIT "1"



May 27, 2021

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

Grewal Foods OC Sub, Inc. dba Subway
6110 Variel Ave., Suite 2D
Woodland Hills, CA 91367

Re: Hamid Reza Baba Amiri v. Grewal Foods OC Sub, Inc. dba Subway
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Hamid Reza Baba Amiri (“Plaintiff”) and a proposed group of current and former employees working for Grewal Foods OC Sub, Inc. dba Subway (“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 Grewal Foods OC Sub, Inc. dba Subway, 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. Likewise, the Wage Orders (5-2001) 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.

Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

May 27, 2021

Page 2 of 3

with meal periods and failed to provide compliant meal periods. Defendant also 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.

Pursuant to Labor Code § 226.7 and Wage Order 5-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of this right. Plaintiff and all aggrieved employees have been required to work four hour increments (or major fractions thereof) without being provided with a ten (10) minute rest period. In addition, Defendant maintains an unlawful policy of requiring Plaintiff and the aggrieved employees to remain on the premises during rest periods in violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that limits where an employee can take a break does not “relinquish control over how employees spend their time”). As Such, Defendant failed to provide Plaintiff and the aggrieved employees with compliant rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

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. Defendant required Plaintiff and all aggrieved employees to incur mileage on their personal vehicles for work purposes during their shifts. This necessary travel included, among other things, travel to the bank and to complete inter-store supply runs. Because Defendant did not provide a vehicle or other transportation to workers so that they could complete this travel in the middle of their shifts, Plaintiff and the aggrieved employees used their own vehicles to travel from location to location. Defendant did not reimburse Plaintiff and the aggrieved employees for their vehicle use for travel between locations during the course of a work shift, in violation of California law.

Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the Industrial Welfare Commission (IWC) or from violating, refusing, or neglecting to comply with any order of the commission’s orders regarding wages, hours, and working conditions. Additionally, Labor Code § 1198 states that the standard conditions of labor fixed by the commission shall be the standard conditions of labor for employees and forbids the employment of any employee under conditions of labor prohibited by the commission’s wage orders. IWC Wage Order Wage Order 7-2001 requires employers to provide employees with suitable seats when the nature of work reasonably permits the use of seats. (*See Bright v. 99¢ Only Stores* (2010) 189 Cal.App.4th 1472, 1481–1482.)

Here, Defendant did not provide suitable seats to employees performing work as cashiers even though the nature of their work reasonably permits the use of seats. Cashier duties mainly include scanning items and processing payments at a single location. This work could have been performed while seated, but cashiers had to stand at their workstations for hours at a time because Defendant

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

May 27, 2021

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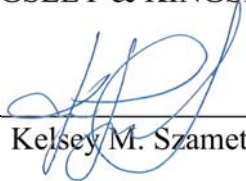
failed to provide seats.

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.

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, 512, 1198, 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/gm

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
 2. Grewal Foods OC Sub, Inc. dba Subway via USPS Certified Mail # 7019 2970 0001 4016 5028

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 *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley & Kingsley APC

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

Your Email Address *

service@kingsleykingsley.com

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 *

Hamid Reza Baba Amiri

Plaintiff/Aggrieved Employee Occupation *

Hourly Employee

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation ▼

Employer Name *

Grewal Foods OC Sub, Inc. dba Subway

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt

Employer City

Employer State



Employer Zip/Postal Code

Employer Industry *

**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 *

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

Child Labor – Specify Ages

Provide Details of Other Violation *

Other(Maybe Multiple)

- ☐ Other Violation

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 Ste 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 PAGA Letter –...a Subway.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: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation
Date: Thursday, May 27, 2021 2:47:33 PM

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-833417-21

Order Number: ORD-000108998

Total:\$75.00

Card Type: 

Date: 5/27/2021

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd Ste 1200

Encino, California

91436

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, May 27, 2021 2:47:24 PM

5/27/2021

LWDA Case No. LWDA-CM-833417-21
Law Firm : Kingsley & Kingsley APC
Plaintiff Name : Hamid Reza Baba Amiri
Employer: Grewal Foods OC Sub, Inc. dba Subway
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