

FILED BY [Signature]
(CRC 2005)

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FILED
Superior Court of California
County of Los Angeles

16
AUG 16 2021

Sherril R. Carter, Executive Officer/Clerk of Court
By [Signature], Deputy
Lori M'Greene

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

DANIEL MONTOYA, an individual, on
behalf of himself and the State of California,
as a private attorney general,

PLAINTIFF,

v.

ESSINTIAL ENTERPRISE SOLUTIONS
LLC, a corporation; FIELD NATION, LLC, a
corporation; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV41856

**SECOND AMENDED
REPRESENTATIVE ACTION
COMPLAINT**

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

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AUG 16 2021

FILING WINDOW

08/27/2021

1 Plaintiff DANIEL MONTOYA ("Plaintiff"), on behalf of himself and the people of the
2 State of California and as an "aggrieved employee" under the Labor Code Private Attorneys
3 General Act of 2004, §2699, et seq. (hereafter "PAGA"), complains against Defendants
4 ESSINTIAL ENTERPRISE SOLUTIONS LLC, a corporation, and FIELD NATION, LLC, a
5 corporation (collectively, "Defendants") and each of them, as follows:

6 **I.**

7 **INTRODUCTION**

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

10 All persons who are employed or have been classified as an
11 independent contractor by ESSINTIAL ENTERPRISE
12 SOLUTIONS LLC; FIELD NATION, LLC, in the State of
13 California since one (1) year prior to the date of Plaintiff's notice
14 letter to the Labor & Workforce Development Agency ("LWDA")
15 and continuing to the present plus any additional time during which
16 the statutes of limitation for the causes of action herein were tolled
17 pursuant to Emergency Rule 9 of the California Rules of Court, the
18 'Emergency Rules Relates to COVID-19'. ("aggrieved employees")

16 2. Defendants misclassified Plaintiff and other aggrieved employees as independent
17 contractors when they were in fact employees.

18 3. From at least one (1) year prior to the date of the letters sent to the LWDA and
19 Defendants giving notice of this claim pursuant to PAGA and continuing to the present¹, and as a
20 result of misclassifying Plaintiff and other aggrieved employees as independent contractors,
21 Defendants have had a consistent policy of failing to pay wages and/or overtime to all aggrieved
22 employees when they work more than eight (8) hours in a day or forty (40) hours in a week.
23 Additionally, Defendants have had a consistent policy of failing to pay wages and/or overtime to

24
25 ¹ Any limitations period referenced in this complaint is extended pursuant to Emergency Rule 9
26 of the "Emergency Rules Related to COVID-19," Appendix I to the California Rules of Court,
27 adopted effective April 6, 2020, which provides that the statutes of limitation for civil actions
28 are tolled from April 6, 2020 until 90 days after the Governor of California lifts the state of
emergency related to the COVID-19 pandemic. Any reference to the relevant time period or
statute of limitations is extended into the past by the number of days in which this tolling was
in effect.

08/27/2021

1 all aggrieved employees when they work in excess of twelve (12) hours in one day at the rate of
2 no less than twice the regular rate of pay. Plaintiff and other aggrieved employees were not
3 properly compensated for overtime at the appropriate rate of pay.

4 4. From at least one (1) year prior to the date of the letters sent to the LWDA and
5 Defendants giving notice of this claim pursuant to PAGA and continuing to the present, and as a
6 result of misclassifying Plaintiff and other aggrieved employees as independent contractors,
7 Defendants have had a consistent policy of failing to inform aggrieved employees of their right to
8 take meal periods by way of a lawful policy and requiring aggrieved employees within the State
9 of California, including Plaintiff, to work at least five (5) hours without a meal period and failing
10 to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each
11 workday that the meal period is not provided or provided after five (5) hours, as required by
12 California state wage and hour laws.

13 5. For at least one (1) year prior to the date of the letters sent to the LWDA and
14 Defendants giving notice of this claim pursuant to PAGA and continuing to the present, and as a
15 result of misclassifying Plaintiff and other aggrieved employees as independent contractors,
16 Defendants have had a consistent policy of failing to inform aggrieved employees of their right to
17 take rest periods by way of a lawful policy and of failing to provide aggrieved employees within
18 the State of California, including Plaintiff, rest periods of at least ten (10) minutes per four (4)
19 hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay at
20 the employee's regular rate of compensation for each workday that the rest period was not
21 provided, as required by California state wage and hour laws.

22 6. For at least one (1) year prior to the date of the letters sent to the LWDA and
23 Defendants giving notice of this claim pursuant to PAGA and continuing to the present, and as a
24 result of misclassifying Plaintiff and other aggrieved employees as independent contractors,
25 Defendants have failed to reimburse Plaintiff and other aggrieved employees for their tools,
26 computer equipment, and mileage for business related purposes. Plaintiff and other aggrieved
27 employees are required to work without being reimbursed for their business expenses.

28 7. For at least one (1) year prior to the date of the letters sent to the LWDA and

1 Defendants giving notice of this claim pursuant to PAGA and continuing to the present, and as a
2 result of misclassifying Plaintiff and other aggrieved employees as independent contractors,
3 Defendants have failed to pay all wages due at the time of termination or resignation to Plaintiff
4 and other aggrieved employees.

5 8. Plaintiff, on behalf of himself and all aggrieved employees brings this action
6 pursuant to Labor Code § 2699, et seq. seeking penalties for Defendants' violation of Labor Code
7 §§ 201, 202, 203, 226.7, 510, 512, 1194, 1199, and 2802; Wage Order 4-2001; and California
8 Code of Regulations, Title 8, Section 11040, seeking unpaid wages/overtime, meal and rest period
9 penalties, unreimbursed expenses, wages upon termination/resignation, other penalties, injunctive
10 and other equitable relief, and reasonable attorneys' fees and costs.

11 II.

12 JURISDICTION AND VENUE

13 9. This Court has subject matter jurisdiction over all causes of action asserted herein
14 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
15 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
16 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the
17 State of California or is subject to adjudication in the courts of the State of California.

18 10. This Court has personal jurisdiction over Defendants because Defendants have
19 caused injuries in the County of Los Angeles and the State of California through their acts, and by
20 their violation of the California Labor Code, California state common law.

21 11. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
22 Civil Procedure § 395. Defendants operate within California and does business within Los
23 Angeles County. The unlawful acts alleged herein have a direct effect on Plaintiff and all
24 aggrieved employees within the State of California and the county of Los Angeles.

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

1 require substantial post judgment judicial supervision.

2 **III.**

3 **PARTIES**

4 **A. PLAINTIFF**

5 13. Plaintiff DANIEL MONTOYA is a resident of California.

6 14. Plaintiff and other aggrieved employees were misclassified as independent
7 contractors when they should have been classified as employees.

8 15. Plaintiff and the aggrieved employees provided technology support and related
9 services for Defendants.

10 16. Plaintiff and all aggrieved employees, were regularly required to:

- 11 a. Work without being paid for all hours at the appropriate overtime rate;
12 b. Work without being provided meal periods;
13 c. Work without being provided rest periods;
14 d. Work without being reimbursed for their out of pocket expenses and
15 mileage; and,

16 17. Defendants willfully failed to compensate Plaintiff and all aggrieved employees for
17 wages at the termination of their employment with Defendants.

18 **B. DEFENDANTS**

19 18. Defendant ESSINTIAL ENTERPRISE SOLUTIONS LLC is believed to be a
20 Delaware corporation operating within the State of California. Defendants' corporate address is
21 believed to be 100 Sterling Pkwy Ste 307 Mechanicsburg, PA 17050. Upon information and
22 belief, Defendant employed Plaintiff and other aggrieved employees as independent contractors
23 within California. Defendants have done and does business throughout the State of California.

24 19. Defendant FIELD NATION, LLC is believed to be a Minnesota corporation
25 operating within the State of California. Defendant's corporate address is believed to be 733
26 Marquette Avenue Ste 800 Minneapolis, Minnesota 55402. Upon information and belief,
27 Defendant employed Plaintiff and other aggrieved employees as independent contractors within
28 California. Defendant has done and does business throughout the State of California

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

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

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

IV.

FACTUAL BACKGROUND

23. Plaintiff and all aggrieved employees are, and at all times pertinent hereto, have been classified as independent contractors but they should have been classified as non-exempt employees by Defendants. Defendants hire individuals who provide technology support and related services and are classified as independent contractors.

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

25. On a regular and consistent basis, and as a result of the misclassification, Plaintiff

1 and the aggrieved employees were not paid at the proper rate of compensation. Plaintiff and the
2 aggrieved employees were not properly compensated for overtime at the appropriate rate of pay
3 because Defendants failed to compensate them at the appropriate overtime rate when they worked
4 over eight (8) hours in one day or forty (40) hours in one week. Additionally, Defendants failed to
5 pay Plaintiff and the aggrieved employees at the rate of no less than twice the regular rate of pay
6 when they worked in excess of twelve (12) hours in one day.

7 26. Defendants failed to inform Plaintiff and other aggrieved employees of their right
8 to take compliant meal periods by way of a lawful policy.

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

16 28. Plaintiff and other aggrieved employees have been required to work four (4) hour
17 increments (or major fractions thereof) without being provided with a ten (10) minute rest period.
18 Additionally, Defendants failed to inform Plaintiff and the aggrieved employees of their right to
19 take rest periods by way of a lawful policy.

20 29. On a regular and consistent basis, Plaintiff and the aggrieved employees have not
21 been properly reimbursed expenses associated with the cost of tools and computer equipment
22 necessary for the completion of their job duties. Additionally, Plaintiff and the aggrieved
23 employees have not been compensated for the mileage on their personal vehicles that was incurred
24 as a necessary part of the performance of their job duties.

25 30. Defendants willfully failed to pay wages and compensation when Plaintiff and all
26 aggrieved employees quit or were discharged. This failure was willful, without legal justification,
27 and interfered with Plaintiff's and aggrieved employees' rights.

28 V.

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

2 31. Plaintiff and all current and former employees are aggrieved employees within the
3 meaning of Labor Code § 2699, et seq. (*See* Labor Code §2699(c).)

4 32. Plaintiff and all aggrieved employees, were regularly required to:
5 a. Work without being paid for all hours at the appropriate overtime rate;
6 b. Work without being provided meal periods;
7 c. Work without being provided rest periods; and,
8 d. Work without being reimbursed for their out of pocket expenses and
9 mileage.

10 33. Additionally, Defendants willfully failed to compensate Plaintiff and all aggrieved
11 employees for wages at the termination of their employment with Defendants.

12 **VI.**

13 **FIRST CAUSE OF ACTION**

14 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL**
15 **DEFENDANTS FOR PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ. FOR**
16 **VIOLATIONS OF LABOR CODE §§ 201, 202, 203, 226.7, 510, 512, 1194, 1199, AND 2802**

17 34. Plaintiff, on behalf of himself and other aggrieved employees, realleges and
18 incorporates by reference all previous paragraphs.

19 35. Plaintiff and other aggrieved employees were misclassified as independent
20 contractors.

21 36. Labor Code §§ 510, 1194 and 1199 require an employer to compensate its
22 employees at the rate of no less than one and one-half times the regular rate of pay for any work
23 in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one
24 workweek or at the rate of no less than twice the regular rate of pay for any work in excess of
25 twelve (12) hours in one day.

26 37. For at least one (1) year prior to the date of the letters sent to the LWDA and
27 Defendants giving notice of this claim pursuant to PAGA and continuing to the present, Plaintiff
28 and other aggrieved employees were forced to work on a regular and consistent basis without

1 receiving compensation for all hours worked at the proper rate. Specifically, Plaintiff and other
2 aggrieved employees were not paid at the proper overtime rate when they were working more than
3 eight (8) hours in one day or forty (40) hours in one week. Additionally, Plaintiff and other
4 aggrieved employees were not paid at the rate of no less than twice the regular rate of pay when
5 they were working more than twelve (12) hours in one day.

6 38. By their policy of requiring Plaintiff and members of other aggrieved employees to
7 work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without
8 compensating them at the rate of one-half (1 ½) their regular rate of pay or in excess of twelve (12)
9 hours in one day at the rate of no less than twice the regular rate of pay, Defendants willfully
10 violated the provisions of Labor Code §§ 510, 1194 and 1199.

11 39. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
12 compensation for each meal period the employer fails to provide. Employees are entitled to a first
13 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
14 first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts
15 over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after
16 no more than ten (10) hours of work.

17 40. For at least one (1) year prior to the date of the letters sent to the LWDA and
18 Defendants giving notice of this claim pursuant to PAGA and continuing to the present,
19 Defendants failed to maintain a policy informing Plaintiff and other aggrieved employees of these
20 rights. Plaintiff and other aggrieved employees consistently worked shifts over five (5) hours.
21 Defendants failed to provide Plaintiff and other aggrieved employees with proper meal periods of
22 not less than thirty (30) minutes as required by the Labor Code during the relevant time period.

23 41. Plaintiff and other aggrieved employees consistently worked shifts over ten (10)
24 hours. Defendants failed to provide Plaintiff and other aggrieved employees with timely meal
25 periods of not less than thirty (30) minutes within the first ten (10) hours for shifts over ten (10)
26 hours work as required by the Labor Code during the relevant time period.

27 42. Labor Code § 226.7 requires an employer to pay an additional hour (1) of
28 compensation for each rest period the employer fails to provide. Employees are entitled to a paid

1 ten (10) minute rest break for every four (4) hours worked (or major fraction thereof). Defendants
2 failed to maintain a policy informing Plaintiff and other aggrieved employees of this right.

3 43. For at least one (1) year prior to the date of the letters sent to the LWDA and
4 Defendants giving notice of this claim pursuant to PAGA and continuing to the present, Plaintiff
5 and other aggrieved employees consistently worked shifts with no rest breaks, and Defendants
6 failed to maintain an accurate policy advising Plaintiff and other aggrieved employees of these rest
7 breaks and failed to provide Plaintiff and other aggrieved employees with rest breaks of not less
8 than ten (10) minutes as required by the Labor Code during the relevant time period.

9 44. Labor Code § 2802 requires employers to indemnify employees for all necessary
10 expenditures incurred by employees in the discharge of their duties.

11 45. For at least one (1) year prior to the date of the letters sent to the LWDA and
12 Defendants giving notice of this claim pursuant to PAGA and continuing to the present,
13 Defendants have failed to reimburse Plaintiff and other aggrieved employees for the cost of tools,
14 computer equipment, and mileage for use of personal vehicles that were not provided by
15 Defendants but were necessary for the performance of Plaintiff and other aggrieved employees'
16 job duties.

17 46. Numerous members of other aggrieved employees including the Plaintiff are no
18 longer employed by Defendants. They were either fired or quit Defendants' employ.

19 47. Defendants' failure to pay wages, as alleged above was willful in that Defendants
20 knew wages to be due but failed to pay them, thus entitling Plaintiff and other aggrieved employees
21 to penalties under Labor Code § 203, which provides that an employee's wages shall continue as
22 a penalty until paid for a period of up to thirty (30) days from the time they were due.

23 48. Defendants have failed to pay Plaintiff and others a sum certain at the time of
24 termination or within seventy-two (72) hours of their resignation and has failed to pay those sums
25 for thirty (30) days thereafter.

26 49. In addition to the meal period, rest period, and wage violations alleged in detail
27 above, Plaintiff also alleges a misclassification violation on behalf of the aggrieved employees.
28 Labor Code § 226.8 makes it unlawful for any person or employer to willfully misclassify an

1 individual as an independent contractor. (See also *Dynamex Operations West, Inc. v. Superior*
2 *Court*, (2018) 4 Cal.5th 903, 951.) Defendants willfully misclassified Plaintiff and other aggrieved
3 employees as independent contractors though they were, in fact, employees. Defendants' failure
4 to properly classify as employees Plaintiff and all aggrieved employees was done on a regular and
5 consistent basis.

6 50. For at least one (1) year prior to the date of the letter sent to the Labor and
7 Workforce Development Agency ("LWDA") and Defendants giving notice of these PAGA claims
8 and continuing to the present, Defendants have violated Labor Code § 226.8, which makes it
9 unlawful for any person or employer to willfully misclassify an individual as an independent
10 contractor. Here, Plaintiff alleges that he and other aggrieved employees were misclassified by
11 Defendants as independent contractors.

12 51. Plaintiff alleges that Defendants violated Labor Code section 226.8 by failing to
13 properly classify as employees Plaintiff and all aggrieved employees and this violation was done
14 on a regular and consistent basis.

15 52. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code
16 § 2699, *et seq.* because of Defendants' violation of Labor Code §§ 201, 202, 203, 226.7, 226.8,
17 510, 512, 558, 1194, and 2802, which call for civil penalties.

18 53. Under Labor Code §§2699(f)(2) and 2699.5, for each such penalty, Plaintiff and all
19 other aggrieved employees are entitled to penalties in an amount to be shown at trial, subject to
20 the following formula:

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

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

23 54. These penalties shall be allocated seventy-five percent (75%) to the LWDA and
24 twenty-five percent (25%) to the affected employees.

25 55. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the
26 LWDA² and mailed a letter by certified mail to Defendants ESSINTIAL ENTERPRISE
27 _____

28 ² Plaintiff electronically filed PAGA Claim Notices to the LWDA, via the State of California

1 SOLUTIONS LLC and FIELD NATION, LLC's entity addresses, which are 100 Sterling Pkwy
2 Ste 307 Mechanicsburg, PA 17050 and 733 Marquette Avenue Ste 800 Minneapolis, Minnesota
3 55402, as proscribed by the Code on November 4, 2020 and June 9, 2021, describing Defendants'
4 conduct in violation of Labor Code §§ 201, 202, 203, 226.7, 226.8, 510, 512, 558, 1194, and 2802.
5 (See Exhibit "1".)

6 56. Plaintiff also obtained an e-filing confirmation from the LWDA confirming receipt
7 of the notice (see Exhibit "2") and a signed certified green return receipt from Defendants
8 establishing that it also received each of Plaintiff's notices. (see Exhibit "3".)

9 57. As no letter evidencing the LWDA's intention to investigate was received by
10 Plaintiff's Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil
11 action as though the LWDA had not chosen to investigate pursuant to Labor Code
12 §2699.3(a)(2)(A).

13 **RELIEF REQUESTED**

14 **WHEREFORE**, Plaintiff prays for the following relief:

- 15 1. For penalties under Labor Code §2699, *et seq.* for Defendants' violation of Labor
16 Code §§ 201, 202, 203, 226.7, 226.8, 510, 512, 558, 1194, and 2802, and IWC 4-2001.
- 17 2. An award providing for payment of costs of suit;
- 18 3. An award of attorneys' fees; and
- 19 4. Such other and further relief as this Court may deem proper and just.

20 **DEMAND FOR JURY TRIAL**

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

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28 Labor and Workforce Development Agency / Department of Industrial Relations website
(<https://dir.tfaforms.net/295>).

1 DATED: August 16, 2021

KINGSLEY & KINGSLEY, APC

2
3 By: 

4 Liane Katzenstein Ly
5 Attorneys for Plaintiff Daniel Montoya and all
6 aggrieved employees
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EXHIBIT "1"

08/27/2021

KINGSLEY & KINGSLEY

| L A W Y E R S |

November 4, 2020

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

ESSINTIAL ENTERPRISE SOLUTIONS LLC
100 Sterling Pkwy Ste 307
MECHANICSBURG, PA 17050

Re: DANIEL MONTOYA v. ESSINTIAL ENTERPRISE SOLUTIONS LLC
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents DANIEL MONTOYA ("Plaintiff") and a proposed group of current and former individuals working for ESSINTIAL ENTERPRISE SOLUTIONS 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 independent contractor by ESSINTIAL ENTERPRISE SOLUTIONS 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")

Plaintiff and the aggrieved employees were misclassified by Defendant as independent contractors. Plaintiff and the aggrieved employees provided technology support and related services for Defendant and should have been classified as employees. Labor Code § 226.8 makes it unlawful for any person or employer to willfully misclassify an individual as an independent contractor. (See also *Dynamex Operations West, Inc. v. Superior Court*, (2018) 4 Cal.5th 903, 951.) Defendant willfully misclassified Plaintiff and other aggrieved employees as independent contractors though they were, in fact, employees. Defendant's failure to properly classify as employees Plaintiff and all aggrieved employees was done on a regular and consistent basis.

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. As a result of its misclassification of Plaintiff and the aggrieved

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

November 4, 2020

Page 2 of 3

employees, 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.

Here, Defendant misclassified Plaintiff and the aggrieved employees as independent contractors. As such, 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) failing to provide timely meal periods; (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.

As a result of the misclassification, Defendant has violated Labor Code §§ 510, 1194, and 1199. These statutes require an employer to compensate its employees at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek or at the rate of no less than twice the regular rate of pay for any work in excess of twelve (12) hours in one day.

Here, Plaintiff and other aggrieved employees were not paid at the proper corresponding rate for all hours worked, including overtime as a result of Defendant's misclassification of these individuals as independent contractors.

Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Plaintiff and other aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Additionally, Plaintiff and other aggrieved employees were not properly compensated for all hours worked in excess of twelve (12) hours in one day.

Pursuant to Labor Code § 226.7 and Wage Order 4-2001, and as a result of the misclassification described above, 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 also failed to maintain a compliant rest period policy. 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.

08/27/2021

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

November 4, 2020

Page 3 of 3

In addition, 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. As a result of its misclassification, Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of tools, computer equipment, and mileage for business related purposes. Defendant required that Plaintiff and the aggrieved employees use tools, computers, and their personal vehicles while working and this was necessary to perform their job duties. These tools, computers, and transportation were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with using these tools, computers, and personal vehicles.

Labor Code section 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."

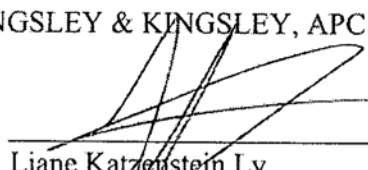
Here, as described above, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

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, 226.8, 510, 512, 558, 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: 

Liane Katzenstein Ly

LKL, jl

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/295>
 2. ESSINTIAL ENTERPRISE SOLUTIONS LLC via USPS Certified Mail # 7018 1130
0001 5815 3929

08/27/2021

KINGSLEY & KINGSLEY

I L A W Y E R S I

June 9, 2021

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

Field Nation, LLC
733 Marquette Ave, Ste 800
Minneapolis, MN 55402

Re: DANIEL MONTOYA v. FIELD NATION, LLC
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents DANIEL MONTOYA ("Plaintiff") and a proposed group of current and former individuals working for FIELD NATION, 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 independent contractor by FIELD NATION, 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")

Plaintiff and the aggrieved employees were misclassified by Defendant as independent contractors. Plaintiff and the aggrieved employees provided technology support and related services for Defendant and should have been classified as employees. Labor Code § 226.8 makes it unlawful for any person or employer to willfully misclassify an individual as an independent contractor. (See also *Dynamex Operations West, Inc. v. Superior Court*, (2018) 4 Cal.5th 903, 951.) Defendant willfully misclassified Plaintiff and other aggrieved employees as independent contractors though they were, in fact, employees. Defendant's failure to properly classify as employees Plaintiff and all aggrieved employees was done on a regular and consistent basis. Plaintiff worked for both ESSINTIAL ENTERPRISE SOLUTIONS, LLC and FIELD NATION, LLC.

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

08/27/2021

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

June 9, 2021

Page 2 of 3

ten (10) hours of work. As a result of its misclassification of Plaintiff and the aggrieved employees, 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.

Here, Defendant misclassified Plaintiff and the aggrieved employees as independent contractors. As such, 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) failing to provide timely meal periods; (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.

As a result of the misclassification, Defendant has violated Labor Code §§ 510, 1194, and 1199. These statutes require an employer to compensate its employees at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek or at the rate of no less than twice the regular rate of pay for any work in excess of twelve (12) hours in one day.

Here, Plaintiff and other aggrieved employees were not paid at the proper corresponding rate for all hours worked, including overtime as a result of Defendant's misclassification of these individuals as independent contractors.

Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Plaintiff and other aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Additionally, Plaintiff and other aggrieved employees were not properly compensated for all hours worked in excess of twelve (12) hours in one day.

Pursuant to Labor Code § 226.7 and Wage Order 4-2001, and as a result of the misclassification described above, 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 also failed to maintain a compliant rest period policy. 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

06/27/2021

period as required by Labor Code § 226.7.

In addition, 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. As a result of its misclassification, Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of tools, computer equipment, and mileage for business related purposes. Defendant required that Plaintiff and the aggrieved employees use tools, computers, and their personal vehicles while working and this was necessary to perform their job duties. These tools, computers, and transportation were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with using these tools, computers, and personal vehicles.

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."

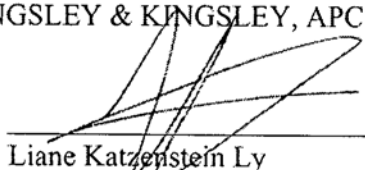
Here, as described above, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

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, 226.8, 510, 512, 558, 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: 

Liane Katzenstein Ly

LKL/jl

- Cc: 1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/305>
2. FIELD NATION, LLC via USPS Certified Mail # 7019 2970 0001 4016 5073

08/27/2021

EXHIBIT "2"

08/27/2021



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 *

Katzenstein Ly

Firm Name (if any) *

Kingsley & Kingsley



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

Your Email Address *

service@kingsleykingsley.i

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite

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 *

Daniel Montoya

Plaintiff/Aggrieved Employee Occupation *

Technician

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation

Employer Name *

ESSINTIAL ENTERPRISE SOLUTIONS LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt

100 STERLING PKWY STE 307

Employer City

MECHANICSBURG

08/27/2021

Employer State

Pennsylvania



Employer Zip/Postal Code

17050

Employer Industry *

Other



Employer Industry for "Other" *

Software and Tech Service

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

08/27/2021

Notice Violations – Check All that Apply *

Child Labor – Specify Ages

- ☐ 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 *

Violation of Labor Code Section 558

Other(Maybe Multiple)

☐ Other Violation

08/27/2021

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 *

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) *

Choose File

PAGA Letter- ...TIONS LLC.pdf

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

Choose File

No file chosen

[Add Another Attachment](#)

08/27/2021

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; 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.

Submit

08/27/2021

Thank you!

08/27/2021

Gabrielle Medrano

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, November 4, 2020 11:51 AM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

11/4/2020

LWDA Case No. LWDA-CM-811636-20

Law Firm : Kingsley & Kingsley

Plaintiff Name : Daniel Montoya

Employer: ESSINTIAL ENTERPRISE SOLUTIONS 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

08/27/2021

Gabrielle Medrano

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, November 4, 2020 11:51 AM
To: Service Email
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-811636-20

Order Number: ORD-000085948

Total:\$75.00

Card Type: 

Date: 11/4/2020

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436

08/27/2021

Gabrielle Medrano

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, November 4, 2020 11:48 AM
To: Service Email
Subject: Thank you for your Court Complaint Submission

11/04/2020 11:47:29 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

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

08/27/2021



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, APC

(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.

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 *

Daniel Montoya

Plaintiff/Aggrieved Employee Occupation *

Technician

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

Field Nation, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt

733 Marquette Ave, Ste 800

Employer City

Minneapolis

08/27/2021

Employer State	Employer Zip/Postal Code
Minnesota ▼	55402
Employer Industry *	Employer Industry for "Other" *
Other ▼	Information Technology S

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

06/27/2021

Notice Violations – Check All that Apply *

Child Labor – Specify Ages

- ☐ 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

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)

08/27/2021

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) *

Choose File

LWDA Letter - ...ation LLC.pdf

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

Choose File

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.

06/27/2021

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

[Previous Page](#)

[Submit](#)

08/27/2021

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

06/27/2021

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: Wednesday, June 9, 2021 3:25:39 PM

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-834535-21

Order Number: ORD-000112680

Total:\$75.00

Card Type: 

Date: 6/9/2021

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Ste 1200

Encino, California

91436

06/27/2021

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: Service Email
Subject: Thank you for submission of your PAGA Case.
Date: Wednesday, June 9, 2021 3:25:29 PM

6/9/2021

LWDA Case No. LWDA-CM-834535-21
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : Daniel Montoya
Employer: Field Nation, 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

06/27/2021

08/27/2021

EXHIBIT "3"

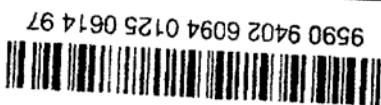
08/27/2021

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:

ESSENTIAL ENTERPRISE SOLUTIONS
100 Sterling Pkwy Ste 307
Mechanicsburg, PA 17050



9590 9402 6094 0125 0614 97

2. Article Number (Transfer from service label)

7018 113E 00002581503429

PS Form 3811, July 2002 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature X (Signature)

B. Received by (Printed Name) Wm. C. C-29

C. Date of Delivery 11/10/20

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

3. Service Type
- ☐ Adult Signature
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Registered Mail®
 - ☐ Registered Mail Restricted Delivery
 - ☐ Return Receipt for Merchandise
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery
 - ☐ Insured Mail (over \$500)
 - ☐ Insured Mail Restricted Delivery
 - ☐ Restricted Delivery

Domestic Return Receipt

08/27/2021

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:

Field Nation, LLC
33 Marquette Ave, Ste 800
Minneapolis, MN 55402



9590 9402 6094 0125 0613 43

2. Article Number (Transfer from service label)

7019 2970 0001 4016 5073

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

DWK

☒ Agent

☐ Addressee

B. Received by (Printed Name)

DWK

C. Date of Delivery

6-14-21

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

08/27/2021

USPS TRACKING #



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

9590 9402 6094 0125 0613 43

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

6133 VENTURA BOULEVARD, SUITE 1200

ENCINO, CALIFORNIA 91436

08/27/2021