

01/03/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Concepcion Deputy

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
LIANE KATZENSTEIN LY, Esq. (SBN 259230)
liane@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

ABRAMSON LABOR GROUP
WILLIAM ZEV ABRAMSON, Esq. (SBN 289387)
wza@abramsonlabor.com
3580 Wilshire Blvd Ste 1260
Imperial, CA 90010-2513
Tel: (213) 493-6300, Fax (213) 382-4083

Attorneys for Plaintiff and the Proposed Class

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

QUINCY MITCHELL, an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

NORTHERN CALIFORNIA
CONSTRUCTION TRAINING, INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21STCV39736

**[Amended as a matter of right, pursuant to
Labor Code § 2699.3(a)(2)(C)]**

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7
4. Violation of Labor Code § 226(a)
5. Penalties Pursuant to Labor Code § 203
6. Violation of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code §2699, et seq.

1 Plaintiff QUINCY MITCHELL, an individual, on behalf of himself, all others similarly
2 situated, and on behalf of the people of the State of California and as an “aggrieved employee”
3 under Labor Code Private Attorneys General Act of 2004, §2699, *et seq.* (hereafter “PAGA”),
4 complains of Defendant NORTHERN CALIFORNIA CONSTRUCTION TRAINING, INC.
5 (collectively, “Defendant”) and each of them, as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
9 382 and Labor Code §2699, *et seq.*, on behalf of Plaintiff and a Proposed Class defined as:

10 All persons who are employed or have been employed as an hourly
11 employee by NORTHERN CALIFORNIA CONSTRUCTION
12 TRAINING, INC., in the State of California who worked one or
13 more pay periods since four (4) years prior to the filing of this action
14 to the present plus any additional time during which the statutes of
limitation for the causes of action herein were tolled pursuant to
Emergency Rule 9 of the California Rules of Court, the ‘Emergency
Rules Related to COVID-19’. (“Proposed Class”)

15 2. Any limitations period referenced in this complaint is extended pursuant to
16 Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the
17 California Rules of Court, adopted effective April 6, 2020, which provides that the statutes of
18 limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020
19 [“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action
20 that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”] Any reference to the
21 relevant time period or statute of limitations referenced in this complaint is extended into the past
22 by the number of days in which this tolling was in effect.

23 3. From at least four (4) years prior to the filing of this action continuing to the present,
24 Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class
25 members. Plaintiff and members of the Proposed Class were not paid at the proper corresponding
26 rate for all hours worked, including overtime. Plaintiff and Proposed Class members regularly
27 worked in excess of eight hours in one workday and in excess of 40 hours in one workweek and
28 were not compensated at the appropriate rate for all hours worked including overtime for all hours

1 worked over eight (8) in a day and/or forty (40) in a work week. As such, Plaintiff and the
2 Proposed Class were not paid for each and every hour worked at the proper corresponding in
3 violation of California law. Plaintiff and the Proposed Class were generally paid for an eight (8)
4 hour day despite the fact that their days often ran beyond eight (8) hours.

5 4. From at least four (4) years prior to the filing of this action and continuing to the
6 present, Defendant failed to apprise Plaintiff and the Proposed Class of their rights associated with
7 meal periods and failed to provide compliant meal periods. Further, Defendant failed to pay such
8 employees one (1) hour of pay at the employees' regular rate of compensation for each workday
9 that the first meal period was not provided within the first (5) hours of the shift.

10 5. From at least four (4) years prior to the filing of this action and continuing to the
11 present, Defendant failed to apprise Plaintiff and the Proposed Class of their rights associated with
12 rest periods and failed to provide compliant rest periods. Defendant maintained a consistent policy
13 of failing to provide Plaintiff and the Proposed Class with rest breaks of not less than ten (10)
14 minutes per four (4) hour work period or major fraction thereof. Plaintiff and the Proposed Class
15 are required to work four hour increments (or major fractions thereof) without being provided with
16 a ten (10) minute rest period. Further, Plaintiff and the Proposed Class were not compensated with
17 one (1) hour of wages at the regular rate of compensation for each missed rest period as required
18 by Labor Code § 226.7.

19 6. For at least one (1) year prior to the filing of this action and continuing to the
20 present, Defendant has failed to comply with Industrial Welfare Commission ("IWC") Wage Order
21 4-2001 and Labor Code § 226(a) by failing to provide Plaintiff and the Proposed Class accurate
22 itemized wage statements in writing showing the total hours worked and all applicable hourly rates
23 in effect during the pay period and the corresponding number of hours worked at each hourly rate
24 by the employee. Further, Plaintiff and the Proposed Class members are issued wage statements
25 that do not include meal and rest premiums as a result of the claims alleged above.

26 7. For at least three (3) years 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 the Proposed Class.

8. Plaintiff, on behalf of himself and all Proposed Class members brings this action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, and 1199; Wage Order 4-2001; and California Code of Regulations, Title 8, Section 11040, seeking unpaid wages/overtime, meal and rest period penalties, accurate itemized wage statements, all wages due upon termination, other penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

9. Plaintiff, on behalf of himself and all Proposed Class members, pursuant to Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

10. For at least one (1) year prior to the date of the letter sent to the Labor Workforce and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to PAGA and continuing to the present and as extended by Emergency Rule 9 referenced in paragraph 2 above, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved employees presently or formerly employed by Defendant during the liability period as defined in his PAGA notice letter (*see* Exhibit “1”), brings this representative action pursuant to Labor Code §2699, *et seq.* seeking penalties for Defendant’s failure to pay all wages and/or overtime, failure to provide lawful meal and rest periods, failure to maintain accurate meal period records, failure to provide accurate itemized wage statements, and failure to pay all wages due at the time of termination.

II.

JURISDICTION AND VENUE

11. 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.

12. This Court has personal jurisdiction over Defendant because Defendant has caused injuries in the County of Los Angeles 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.*

13. 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 Los Angeles County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class members within the State of California and the county of Los Angeles.

14. 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.

15. Plaintiff files this amended complaint adding a claim for penalties under Labor Code §2699, *et seq.* as a matter of right. (*see* Labor Code § 2699.3(a)(2)(C)).

III.

PARTIES

A. PLAINTIFF

16. Plaintiff QUINCY MITCHELL is a resident of California.

17. Plaintiff and all Proposed Class members, were regularly required to:

- a. Work without being paid for all hours at the appropriate regular rate of pay;
- b. Work without being provided compliant meal periods;
- c. Work without being provided compliant rest periods;
- d. Work without being provided accurate itemized wage statements.

18. Defendant willfully failed to compensate Plaintiff and all Proposed Class members for wages at the termination of their employment with Defendant.

19. As a result of this conduct, Defendant has engaged in unfair competition and unlawful business practices.

20. Plaintiff and all aggrieved employees as defined in his notice letter to the LWDA are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (*see* Labor Code

1 §2699(c.)

2 **B. DEFENDANTS**

3 21. Defendant NORTHERN CALIFORNIA CONSTRUCTION TRAINING, INC. is
4 believed to be a California corporation operating within the State of California. Defendant's
5 corporate address is believed to be 10411 Old Placerville Road Suite 205, Sacramento, CA 95827.
6 Upon information and belief, Defendant employed Plaintiff and similarly situated persons as
7 hourly employees within California. Defendant has done and does business throughout the State
8 of California.

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

16 23. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
17 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
18 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
19 legally attributable to the other Defendant. Furthermore, Defendant in all respects acted as the
20 employer and/or joint employer of Plaintiff and the Proposed Class members.

21 24. Furthermore, Defendant acted in all respects as the employers or joint employers
22 of the Proposed Class. Defendant, and each of them, exercised control over the wages, hours or
23 working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or
24 engaged, thereby creating a common law employment relationship, with the Proposed Class.
25 Therefore, Defendant, and each of them, employed or jointly employed the Proposed Class.

26 ///

1 **IV.**

2 **FACTUAL BACKGROUND**

3 25. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been
4 classified as non-exempt employees by Defendant. Defendant hires employees who work as
5 hourly employees and are paid on an hourly basis.

6 26. Upon information and belief, Plaintiff and the Proposed Class are covered by
7 California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8 Cal.
8 Code of Regs. § 11040).

9 27. On a regular and consistent basis, Plaintiff and the Proposed Class were not paid at
10 the proper corresponding rate for all hours worked, including overtime. Plaintiff and members of
11 the Proposed Class regularly worked work in excess of eight hours in one workday and in excess
12 of 40 hours in one workweek and were not compensated at the appropriate overtime rate for all
13 hours worked including overtime for all hours worked over eight (8) in a day and/or forty (40) in
14 a work week. As such, Defendant fails to pay Plaintiff and the Proposed Class members for each
15 and every hour worked at the proper corresponding rate in violation of California law.

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

23 29. Plaintiff and the Proposed Class are required to work four-hour increments (or
24 major fractions thereof) without being provided with compliant ten (10) minute rest periods.
25 Plaintiff and the Proposed Class were not compensated with one (1) hour of wages at the regular
26 rate of compensation for each missed rest period as required. Defendant failed to maintain a policy
27 informing Plaintiff and the Proposed Class of this right.

28 30. Defendant has failed to comply with Industrial Welfare Commission ("IWC")

1 Wage Order 4-2001(7) and Labor Code § 226(a) by failing to provide accurate itemized statements
2 that include the total hours worked and all applicable hourly rates in effect during the pay period
3 and the corresponding number of hours worked at each hourly rate for Plaintiff and the Proposed
4 Class. Further, Plaintiff and members of the Proposed Class are issued wage statements that do
5 not include meal and rest premiums as a result of the claims alleged above.

6 31. Defendant willfully failed to pay wages and compensation, when Plaintiff and all
7 Proposed Class members quit or were discharged. This failure was willful, without legal
8 justification, and interfered with Plaintiff's and Class members' rights.

9 32. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*

10 **V.**

11 **CLASS ACTION ALLEGATIONS**

12 33. Plaintiff brings this action on behalf of himself and all others similarly situated as
13 a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a
14 proposed class composed of and defined as follows:

15 All persons who are employed or have been employed as an hourly
16 employee by NORTHERN CALIFORNIA CONSTRUCTION
17 TRAINING, INC., in the State of California who worked one or
18 more pay periods since four (4) years prior to the filing of this action
19 to the present plus any additional time during which the statutes of
20 limitation for the causes of action herein were tolled pursuant to
21 Emergency Rule 9 of the California Rules of Court, the 'Emergency
22 Rules Related to COVID-19'. ("Proposed Class")

23 34. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
24 amend or modify the class description with greater specificity, by division into subclasses, or by
25 limitation to particular issues.

26 35. This action has been brought and may properly be maintained as a class action
27 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
28 community of interest in the litigation and the Proposed Classes are easily ascertainable.

29 **A. NUMEROSITY**

30 36. The potential members of the Proposed Class as defined are so numerous that
31 joinder of all the members of the Proposed Class is impracticable. While the precise number of

1 proposed Class Members has not been determined at this time, Plaintiff is informed and believes
2 that Defendant currently employ, and during the relevant time periods employed over 50 members
3 of the Proposed Class.

4 37. Plaintiff alleges that Defendant's employment records would provide information
5 as to the number and location of all Proposed Class members. Joinder of all members of the
6 Proposed Class is not practicable.

7 **B. COMMONALITY**

8 38. There are questions of law and fact common to the Proposed Class that predominate
9 over any questions affecting only individual Proposed Class members. These common questions
10 of law and fact include, without limitation:

11 a. Whether Defendant failed to pay wages and/or overtime compensation at
12 the appropriate rate for all hours worked as required by the Labor Code and Wage Orders under
13 Labor Code §§ 510, 1194, and 1199;

14 b. Whether Defendant violated Labor Code §§ 226.7 and 512 and IWC Wage
15 Order 4-2001 or other applicable IWC Wage Orders by failing to provide required meal periods
16 throughout the term of employment and/or failing to compensate said employees one (1) hour of
17 wages at their regular rate of compensation in lieu of meal periods;

18 c. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 4-
19 2001 or other applicable IWC Wage Orders by failing to provide required rest periods throughout
20 the term of employment and/or failing to compensate said employees one (1) hour of wages at
21 their regular rate of compensation in lieu of rest periods;

22 d. Whether Defendant violated Labor Code § 226(a) and Wage Order 4-2001
23 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11040 by failing to
24 provide accurate itemized wage statements to Plaintiff and the members of the Proposed Class;

25 e. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay
26 compensation due and owing at the time that any Proposed Class member's employment with
27 Defendant terminated;

28 f. Whether Defendant violated § 17200, *et seq.* of the Business & Professions

Code by engaging in the acts previously alleged; and

g. Whether Plaintiff and the members of the Proposed Class are entitled to equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

h. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the acts alleged herein.

C. TYPICALITY

39. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and all members of the Proposed Class sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. ADEQUACY OF REPRESENTATION

40. Plaintiff will fairly and adequately represent and protect the interests of the members of the Proposed Class.

41. Counsel who represent Plaintiff and the Proposed Class are competent and experienced in litigating large employment class actions.

E. SUPERIORITY OF CLASS ACTION

42. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Proposed Class members is not practicable, and questions of law and fact common to the Proposed Class predominate over any questions affecting only individual members of the Proposed Class. Each member of the Proposed Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or practice of failing to pay all wages due, failing to provide meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

43. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

///

1 **VI.**

2 **FIRST CAUSE OF ACTION**

3 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

4 **FOR FAILURE TO PAY WAGES AND/OR OVERTIME**

5 **UNDER LABOR CODE §§ 510, 1194, AND 1199**

6 44. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
7 by reference all previous paragraphs.

8 45. Labor Code §§ 510, 1194, and 1199 require an employer to compensate its
9 employees at the minimum wage rate for all hours worked and compensate its employees at the
10 rate of no less than one and one-half times the regular rate of pay for any work in excess of eight
11 (8) hours in one workday and any work in excess of forty (40) hours in any one workweek.

12 46. Plaintiff and the Proposed Class members were not paid at the proper corresponding
13 rate for all hours worked, including overtime. Specifically, Plaintiff and members of the Proposed
14 Class regularly worked work in excess of eight hours in one workday and in excess of 40 hours in
15 one workweek and were not compensated at the appropriate overtime rate for all hours worked
16 including overtime for all hours worked over eight (8) in a day and/or forty (40) in a work week.
17 As a result, Defendant fails to pay Plaintiff and the Proposed Class members for each and every
18 hour worked at the proper corresponding rate in violation of Labor Code §§ 510, 1194, and 1199.

19 47. By their policy of requiring Plaintiff and members of the Proposed Class to work
20 without being paid all wages at their appropriate regular rate of pay and to work in excess of eight
21 (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the
22 rate of one-half (1 ½) their regular rate of pay, Defendant willfully violated the provisions of Labor
23 Code §§ 510, 1194, and 1199.

24 48. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class
25 members have been deprived of wages and/or overtime in amounts to be determined at trial, and
26 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
27 costs.

28 ///

1 **VII.**

2 **SECOND CAUSE OF ACTION**

3 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

4 **FOR FAILURE TO PROVIDE MEAL PERIODS**

5 **PURSUANT TO LABOR CODE § 226.7 AND LABOR CODE § 512**

6 49. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
7 by reference all previous paragraphs.

8 50. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
9 compensation for each meal period the employer fails to provide. Employees are entitled to a first
10 meal period of not less than thirty (30) minutes for shifts over five (5) hours, to be provided within
11 the first five (5) hours of the shift. This time must be free from all work duties and uninterrupted.

12 51. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of
13 their rights associated with meal periods.

14 52. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.
15 Defendant failed to provide Plaintiff and the Proposed Class with compliant meal periods of not
16 less than thirty (30) minutes as required by the Labor Code during the relevant time period.

17 53. Defendant has a consistent policy of failing to pay Plaintiff and the Proposed Class
18 one (1) hour of pay at the employees' regular rate of compensation for each workday that the first
19 meal period was not provided within the first (5) hours of the shift in violation of Labor Code §§
20 226.7 and 512. On July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California
21 Supreme Court set forth the formula for calculating the one extra hour of premium pay that
22 employees are owed if an employer fails to provide a compliant meal period or rest break.
23 Specifically, the Court held that those premium payments must include the hourly value of any
24 nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an
25 employee's base hourly rate.

26 54. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to
27 damages in an amount equal to one (1) hour of wages at the regular rate of compensation per
28 missed meal break, per day in a sum to be proven at trial.

VIII.

THIRD CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FOR FAILURE TO PROVIDE REST PERIODS

PURSUANT TO LABOR CODE § 226.7

55. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

56. Labor Code § 226.7 and IWC Wage Order 7 require an employer to provide rest periods or to pay an additional one (1) hour of wages for each rest period the employer fails to provide. Employees are entitled to a ten (10) minute rest break for every four (4) hours worked or major fraction thereof.

57. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of their rights associated with rest periods.

58. Defendant maintained a consistent policy of failing to provide Plaintiff and the Proposed Class with rest breaks of not less than ten (10) minutes per four (4) hour work period or major fraction thereof.

59. Plaintiff and the Proposed Class were not compensated with one (1) hour of wages at the regular rate of compensation for each missed rest period as required by Labor Code § 226.7. *Ferra v. Loews Hollywood Hotel, LLC* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate.

60. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages at the regular rate of compensation per missed rest break, per day in a sum to be proven at trial.

///

///

1 **IX.**

2 **FOURTH CAUSE OF ACTION**

3 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

4 **AGAINST ALL DEFENDANT FOR VIOLATION OF LABOR CODE § 226(A)**

5 61. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
6 by reference all previous paragraphs.

7 62. California Labor Code § 226(a) requires employers to issue accurate itemized wage
8 statements that show the total hours worked by the employee and all applicable hourly rates in
9 effect during the pay period and the corresponding number of hours worked at each hourly rate by
10 the employee. (Labor Code §§ 226(a)(2) and (9).)

11 63. Defendant failed to issue accurate itemized wage statements that show the total
12 hours worked by the employee under Labor Code § 226(a)(2) and all applicable hourly rates in
13 effect during the pay period and the corresponding number of hours worked at each hourly rate by
14 the employee under Labor Code § 226(a)(9).

15 64. As a result of Defendant's failure to pay wages as described above, Defendant has
16 failed to accurately show total hours worked and all applicable hourly rates in effect during the
17 pay period and the corresponding number of hours worked at each hourly rate by the employee on
18 itemized wage statements issued to Plaintiff and the Proposed Class. Further, Plaintiff and the
19 Proposed Class are issued wage statements that do not include meal and rest premiums as a result
20 of the claims alleged above.

21 65. Defendant's failure to provide accurate itemized wages statements according to
22 Labor Code § 226(a) was all done on a regular and consistent basis.

23 66. An employee suffering injury as a result of a knowing and intentional failure by an
24 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
25 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
26 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
27 aggregate penalty of four thousand dollars (\$4,000) and is entitled to an award of costs and
28 reasonable attorneys' fees.

1 X.

2 FIFTH CAUSE OF ACTION

3 PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

4 AGAINST ALL DEFENDANT FOR WAITING TIME PENALTIES

5 UNDER LABOR CODE § 203

6 67. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
7 by reference all previous paragraphs.

8 68. Numerous members of the Proposed Class including the Plaintiff are no longer
9 employed by Defendant. They were either fired or quit Defendant's employ.

10 69. Defendant's failure to pay wages, as alleged above was willful in that Defendant
11 knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Class to
12 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a
13 penalty until paid for a period of up to thirty (30) days from the time they were due.

14 70. Defendant has failed to pay Plaintiff and others a sum certain at the time of
15 termination or within seventy-two (72) hours of their resignation, and have failed to pay those
16 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and
17 the Proposed Class are entitled to a penalty in the amount of Plaintiff's and the Proposed Class
18 members' daily wage multiplied by thirty (30) days.

19 XI.

20 SIXTH CAUSE OF ACTION

21 PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

22 AGAINST ALL DEFENDANT FOR UNFAIR COMPETITION PURSUANT TO

23 BUSINESS & PROFESSIONS CODE § 17200

24 71. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
25 by reference all previous paragraphs.

26 72. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself,
27 on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to
28 Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this

1 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general
2 public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public
3 interest within the meaning of Code of Civil Procedure § 1021.5.

4 73. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
5 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
6 appropriate equitable relief.

7 74. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
8 practices.

9 75. California’s wage and hour laws express fundamental public policies. Providing
10 employees with proper wages and compensation are fundamental public policies of this State and
11 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
12 vigorously minimum labor standards, to ensure that employees are not required or permitted to
13 work under substandard and unlawful conditions, and to protect law-abiding employers and their
14 employees from competitors who lower their costs by failing to comply with minimum labor
15 standards.

16 76. Defendant has violated statutes and public policies as alleged herein. Through the
17 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
18 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
19 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,
20 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
21 guaranteed to all employees under law.

22 77. Defendant’s conduct, as alleged hereinabove, constitutes unfair competition in
23 violation of § 17200, *et seq.* of the Business & Professions Code.

24 78. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
25 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
26 § 17200, *et seq.* of the Business & Professions Code.

27 79. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and
28 others similarly situated have been damaged in a sum as may be proven.

80. Unless restrained, Defendant will continue to engage in the unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by Defendant, its agents, or employees, of any unlawful or deceptive practices prohibited by the Business & Professions Code, and/or, including but not limited to, restitution and disgorgement of profits which may be necessary to restore Plaintiff and members of the Proposed Class the money Defendant has unlawfully failed to pay.

XII.

SEVENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.

81. Plaintiff, on behalf of himself and all aggrieved employees, realleges and incorporates by reference all previous paragraphs.

82. As a result of the acts alleged above and specifically incorporated herein, Plaintiff seeks penalties under Labor Code §2699, *et seq.* use of Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199; Wage Order 4-2001; and California Code of Regulations, Title 8, Section 11040, which call for civil penalties.

83. Plaintiff brings this 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 NORTHERN CALIFORNIA CONSTRUCTION TRAINING, INC., in the State of California who worked one or more pay periods since October 28, 2020 to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency Rules Related to COVID-19’¹. (“aggrieved employees”)

84. In addition to the wage, meal period, rest period, itemized wage statement, and penalty claims alleged in detail above, Plaintiff also alleges a record keeping violation as the basis for a PAGA claim on behalf of the aggrieved employees. Defendant did not maintain accurate records of meal periods for Plaintiff and the aggrieved employees.

1 85. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
2 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
3 present, Defendant has violated IWC Wage Order 4, ¶7 with respect to Plaintiff and all aggrieved
4 employees. Defendant required Plaintiff and the aggrieved employees to work under conditions of
5 labor prohibited by an order of the Industrial Welfare Commission (IWC) by violating, refusing,
6 and neglecting to comply with the commission's orders regarding working conditions.

7 86. Wage Order 4-2001 states that "Every employer shall keep accurate information
8 with respect to each employee including the following:...(3)...Meal periods, split shift intervals
9 and total daily hours worked shall also be recorded....." Labor Code section 1199 penalize and bar
10 employers from employing, requiring, or causing an employee to work under conditions of labor
11 prohibited by a wage order, and from violating, refusing, or neglecting to comply with such an
12 order.

13 87. Defendant violated IWC Wage Order 4-2001 by failing to maintain accurate
14 records of meal periods for Plaintiff and other employees pursuant to Industrial Welfare
15 Commission Wage Order 4-2001.

16 88. Defendant's violation of IWC Wage Order 4-2001 was all done on a regular and
17 consistent basis.

18 89. As a result of the acts alleged above, Plaintiff, on behalf of himself and all other
19 aggrieved employees, seeks penalties under Labor Code section 2699, *et seq.* because of
20 Defendant's violation of IWC Wage Order 4-2001, for which a civil penalty applies under PAGA.

21 90. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code §
22 2699, *et seq.* because of Defendant's violation of Labor Code §§ 201-203, 226(a), 226.7, 510, 512,
23 1194, 1199, and Wage Order 4-200, which call for civil penalties.

24 91. 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. \$100 for the initial violation per employee per pay period.

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

28 92. These penalties shall be allocated seventy-five percent (75%) to the LWDA and

1 twenty-five percent (25%) to the affected employees.

2 93. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the
3 LWDA¹ and mailed a letter by certified mail to each of the Defendant's entity address, as
4 proscribed by the Code on October 28, 2021, describing Defendant's conduct in violation of Labor
5 Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199, and IWC Wage Order 4-2001. (*see*
6 Exhibit "1.") Plaintiff received a signed green return receipt from Defendant indicating that it had
7 received Plaintiff's notice letter (*see* Exhibit "2"). Plaintiff also obtained an e-filing confirmation
8 from the LWDA confirming receipt of the notice (*see* Exhibit "3").

9 94. 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). Plaintiff will also provide the LWDA with a filed-stamped copy of the First
13 Amended Class and Representative Action Complaint immediately.

14 **RELIEF REQUESTED**

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

16 1. For compensatory damages in the amount of unpaid wages and/or overtime not paid
17 to Plaintiff and each Proposed Class member from at least four (4) years prior to the filing of this
18 action to the present as may be proven;

19 2. For compensatory damages in the amount of Plaintiff's and each Proposed Class
20 members' hourly wage at the appropriate regular rate of compensation for each meal period that
21 Defendant failed to provide from at least four (4) years prior to the filing of this action to the
22 present as may be proven;

23 3. For compensatory damages in the amount of Plaintiff's and each Proposed Class
24 members' hourly wage at the appropriate regular rate of compensation for each rest period that
25 Defendant failed to provide from at least four (4) years prior to the filing of this action to the
26 present as may be proven;

27 ¹ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California
28 Labor and Workforce Development Agency / Department of Industrial Relations website
(<https://dir.tfaforms.net/308>).

1 4. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a)
2 in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one
3 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding
4 an aggregate penalty of four thousand dollars (\$4,000);

5 5. For penalties pursuant to Labor Code § 203 for all employees who were terminated
6 or resigned equal to their daily wage times thirty (30) days;

7 6. An award of prejudgment and post judgment interest;

8 7. An order enjoining Defendant and its agents, servants, and employees, and all
9 persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or
10 overtime, meal and rest periods, accurate itemized wage statements, and wages upon
11 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194,
12 1199, and IWC 4-2001;

13 8. For restitution for unfair competition pursuant to Business & Professions Code
14 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

15 9. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
16 Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199, and Wage Order 4-2001;

17 10. An award providing for payment of costs of suit;

18 11. An award of attorneys' fees; and

19 12. 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.

22
23 DATED: January 3, 2022

KINGSLEY & KINGSLEY, APC

24
25 By: _____

Liane Katzenstein Ly
Attorneys for Plaintiff QUINCY MITCHELL and
the Proposed Class

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

October 28, 2021

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
Via Electronic Submission: <https://dir.tfaforms.net/308>

Northern California Construction Training, Inc.
10411 Old Placerville Road Suite 205
Sacramento, CA 95827
Via USPS Certified Mailing #7020 0640 0002 1439 7571

Northern California Construction Training, Inc.
PO Box 293585
Sacramento, CA 95829
Via USPS Certified Mailing #7020 0640 0002 1439 7588

Re: Quincy Mitchell v. Northern California Construction Training, Inc.
California Labor Code § 2699 Penalties

Gentlepersons:

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

Plaintiff wishes to bring a representative action on behalf of 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 NORTHERN CALIFORNIA CONSTRUCTION TRAINING, INC., in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency Rules Related to COVID-19’¹.

1 Any limitations period referenced in this letter is extended pursuant to Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the California Rules of Court, adopted effective April 6, 2020, which provides that the statutes of limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020 [“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”] Any reference to the relevant time period or statute of limitations referenced in this letter is extended into the past by the number of days in which this tolling was in effect.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

October 28, 2021

Page 2 of 4

(“aggrieved employees”).

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

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 paid at the proper corresponding rate for all hours worked, including overtime. Plaintiff and other aggrieved employees regularly worked work in excess of eight hours in one workday and in excess of 40 hours in one workweek and were not compensated at the appropriate overtime rate for all hours worked including overtime for all hours worked over eight (8) in a day and/or forty (40) in a work week. Plaintiff and the aggrieved employees were often paid for an eight (8) hour day despite the fact that they worked beyond eight (8) hours. As such, Defendant fails to pay Plaintiff and all aggrieved employees for each and every hour worked at the proper corresponding rate and Defendant has violated Labor Code §§ 510, 1194, and 1199 with respect to Plaintiff and all aggrieved employees.

Defendant have engaged in practices that violate Labor Code §§ 226.7 and 512 with respect to Plaintiff and all 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. 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 with meal periods and failed to provide compliant meal periods. In addition, Defendant have had a consistent policy and practice of: (1) failing to provide Plaintiff and the aggrieved employees compliant meal periods in violation of Labor Code §§ 226.7 and 512; and (2) failing to pay such employees one (1) hour of pay at the employees’ regular rate of compensation for each workday that the complaint meal period was not provided. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee’s base hourly rate.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

October 28, 2021

Page 3 of 4

Further, IWC Wage Order 4, ¶ 7 imposes on employers an obligation to record and maintain accurate records of “meal periods.” Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the IWC or from violating, refusing, or neglecting to comply with any order of the commission’s orders regarding wages, hours, and working conditions. Defendant do not maintain accurate records of meal periods for Plaintiff and the aggrieved employees. As such, Defendant have violated this statute and the Wage Order by failing to keep accurate records.

Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with rest periods and failed to provide compliant rest periods. Pursuant to Labor Code § 226.7 and Wage Order 4-2001, 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. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages at the regular rate of compensation for each missed rest period as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee’s base hourly rate.

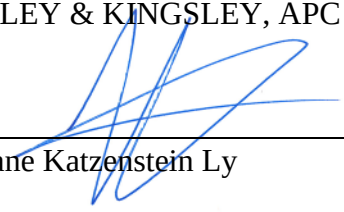
Defendant also engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a), which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each employee an accurate itemized statement in writing showing a number of specific items, including total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Here, Defendant fail to issue accurate itemized wage statements that show total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee in violation of Labor Code §§ 226(a)(2) and (9). Further, Plaintiff and the aggrieved employees are issued wage statements that do not include meal and rest premiums as a result of the claims alleged above. Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant have violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

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 timely paid all wages due upon their separation from Defendant’ employ as required. 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(a), 226.7, 510, 512, 1194, 1199 and IWC Wage Order 4-2001 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/km

Cc: 1. Abramson Labor Group 3580 Wilshire Blvd Ste 1260 Los Angeles, CA 90010-2513 via Electronic Mail Transmission: wza@abramsonlabor.com; dani@abramsonlabor.com

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@kingsleykingsl

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., St

Your Mobile Phone Number

81 89908300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Quincy Mitchell

Plaintiff/Aggrieved Employee Occupation *

hourly employee

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

Northern California Construction Training, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

10411 Old Placerville Road Suite 205

Employer City *

Sacramento

Employer State *

California

Employer Zip/Postal Code *

95827

Employer Industry *

Other

Employer Industry for "Other" *

job training and related

Add additional defendants☒ Add any entity other than an individual☐ Add an individual/sole proprietor employer**Additional Employer Information (Corporation/General Partnership)****Employer Entity Type**

Please select...

Employer Name *

Northern California Construction Training, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

PO Box 293585

Employer City *

Sacramento

Employer State *

California

Employer Zip/Postal Code *

95829

Employer Industry *

Other

Employer Industry for "Other" *

job training and related

[Add Additional Employers](#)**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

Child Labor – Specify Ages

Provide Details of Other Violation *

This field is required.

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@kingsleykingsl

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) ***
 Browse...
Other Attachment – (if any) (must be a .pdf)
 Browse...
[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
<lwdadonotreply@dir.ca.gov>
Sent: Thursday, October 28, 2021 8:54 AM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

External Email!

10/28/2021

LWDA Case No. LWDA-CM-850198-21
Law Firm : Kingsley & Kingsley
Plaintiff Name : Quincy Mitchell
Employer: Northern California Construction Training, Inc.
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:
https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=04%7C01%7CKimberly%40kingsleykingsley.com%7Ca9637064c5f84f76998308d99a2b18f2%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C0%7C0%7C637710332189390713%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjA%7CwMDAiLCJQIjojV2luMzliLCJBTiI6Ikk1haWwiLCJXVCi6Mn0%3D%7C1000&sdata=kAge8%2Bm6J9ioy18dHPR51ew75SxYP2KqcUXd7yzucrQ%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Thursday, October 28, 2021 8:54 AM
To: Service Email
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-850198-21

Order Number: ORD-000140493

Total:\$75.00

Card Type: XXXXXXXXXX

Date: 10/28/2021

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436

EXHIBIT "3"

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:

Northern California Construction**Training, Inc.**

10411 Old Placerville Road Suite 205

Sacramento, CA 95827



9590 9402 6094 0125 0618 55

2. Article Number (Transfer from service label)

7020 0640 0002 1439 7571**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X**NCC**☐ Agent☐ Addressee

B. Received by (Printed Name)

CM

C. Date of Delivery

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

USPS TRACKING#



SACRAMENTO CA 957

1 NOV 2021 PM 3 L

9590 9402 6094 0325 0618 55

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

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

PAGA LETTER
NORTHERN CALIFORNIA CONSTRUCTION TRAINING, INC.

