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FILED

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KATE BIEKER
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA

BY: G. JACAL, DEPUTY CLERK

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

GILDARDO MOTA STEVENS, an
individual, on behalf of himself and others
similarly situated

PLAINTIFF,

v.

PURPLE EAGLE LLC; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. CIVMSC21-02204

[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 Rest Breaks Pursuant to Labor Code §§ 226.7
3. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
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 GILDARDO MOTA STEVENS, an individual, on behalf of himself, all others
2 similarly situated, and on behalf of the people of the State of California and as an “aggrieved
3 employee” under Labor Code Private Attorneys General Act of 2004, §2699, *et seq.* (hereafter
4 “PAGA”), complains of Defendant PURPLE EAGLE LLC (“Defendant”) and each of them, as
5 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 FAM, LLC, in the State of California since four (4)
12 years prior to the filing of this action to the present plus any
13 additional time during which the statutes of limitation for the causes
14 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 other Proposed Class Members were not compensated for time spent
26 working “off the clock” before each shift.

27 4. For at least four (4) years prior to the filing of this action and continuing to the
28 present, Defendant has had a consistent policy of failing to provide all required rest periods of at

1 least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such
2 employees one (1) hour of pay at the employee's regular rate of compensation for each workday
3 that the rest period was not provided, as required by California state wage and hour laws.

4 5. For at least four (4) years prior to the filing of this action and continuing to the
5 present, Defendant has failed to reimburse Plaintiff and the Proposed Class for the cost of using
6 their personal cell phones necessary to perform their job duties. Plaintiff and the Proposed Class
7 used their personal cell phones to clock in, communicate with supervisors, use work-related
8 applications, view client documents, etc.

9 6. For at least one (1) year prior to the filing of this action continuing to the present,
10 Defendant has failed to comply with Labor Code § 226(a). Plaintiff and the Proposed Class are
11 issued wage statements in violation of Labor Code §226(a)(2) and do not accurately show the
12 number of total hours worked at each applicable hourly rate in effect during the pay period and the
13 corresponding number of hours worked at each hourly rate by Plaintiff and the Proposed Class in
14 violation of Labor Code §226(a)(9). Further, Plaintiff and the Proposed Class are issued wage
15 statements that do not include rest premiums as a result of the claims alleged above and when they
16 do, they are not at the accurate rate.

17 7. For at least three (3) years prior to the filing of this action continuing to the present,
18 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and
19 the Proposed Class.

20 8. Plaintiff, on behalf of himself and all Proposed Class Members brings this action
21 pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 1194, 1199, and 2802; Wage Order
22 2-2001; and California Code of Regulations, Title 8, Section 11020, seeking unpaid
23 wages/overtime, rest period penalties, unreimbursed expenses, accurate itemized wage statements,
24 other penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

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

28 10. For at least one (1) year prior to the date of the letter sent to the Labor Workforce

1 and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to
2 PAGA and continuing to the present and as extended by Emergency Rule 9 referenced in paragraph
3 2 above, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
4 pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved employees presently or
5 formerly employed by Defendant during the liability period as defined in his PAGA notice letter
6 (see Exhibit “1”), brings this representative action pursuant to Labor Code §2699, et seq. seeking
7 penalties for Defendant’s failure to comply with Labor Code §§ 201, 202, 203, 226(a), 226.7, 510,
8 1194, 1199, and 2802.

9 **II.**

10 **JURISDICTION AND VENUE**

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

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

20 13. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
21 Civil Procedure § 395. Defendant operates within California and does business within Contra
22 Costa County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed
23 Class Members within the State of California and the county of Contra Costa.

24 14. This case should be classified as complex according to Rule 3.400 of the California
25 Rules of Court, and assigned to a complex litigation judge and department, as it will involve
26 substantial documentary evidence, a large number of witnesses, and is likely to involve extensive
27 motion practice raising difficult or novel issues that will be time-consuming to resolve and would
28 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 GILDARDO MOTA STEVENS 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 rate of pay;
- b. Work without being provided all required rest periods;
- c. Work without being reimbursed for the cost of using their personal cell phones for business-related purposes; and,
- d. Work without being provided itemized wage statements in writing that reflect all hours worked and the corresponding rate of pay for all hours and include rest periods.

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 §2699(c).)

B. DEFENDANTS

21. Defendant PURPLE EAGLE LLC is believed to be an Arizona corporation operating within the State of California. Defendant's corporate address is believed to be 7130 E Caballo CIR, Paradise Valley, AZ 85253. Upon information and belief, Defendant employed Plaintiff and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

22. 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.

23. 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 Defendants, 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 Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the Proposed Class Members.

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

IV.

FACTUAL BACKGROUND

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

26. Upon information and belief, Plaintiff and the Proposed Class are covered by California Industrial Welfare Commission Occupational Wage Order No. 2-2001 (Title 8 Cal. Code of Regs. § 11020).

27. On a regular and consistent basis, Plaintiff and the Proposed Class Members were not paid at the proper rate of compensation for all hours worked. Plaintiff and Proposed Class Members were not properly compensated for all hours worked at the appropriate rate of pay

1 because Defendant required them to perform compensable activities “off the clock” before each
2 shift. Because this was time worked but “off the clock”, Defendant has failed to compensate them
3 for this all hours worked at the appropriate rate of pay.

4 28. Plaintiff and the Proposed Class are required to work four-hour increments (or
5 major fractions thereof) without being provided with all required ten (10) minute rest periods.
6 Defendant fails to provide Plaintiff and all members of the Proposed Class with rest periods.
7 Additionally, Defendant failed to inform Plaintiff and the Proposed Class of their rights to take
8 rest periods by way of a lawful policy. Further, Plaintiff and the Proposed Class were not
9 compensated with one (1) hour of wages for each missed rest period as required by Labor Code §
10 226.7. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California
11 Supreme Court set forth the formula for calculating the one extra hour of premium pay that
12 employees are owed if an employer fails to provide a compliant meal period or rest break.
13 Specifically, the Court held that those premium payments must include the hourly value of any
14 nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an
15 employee’s base hourly rate. Here, Defendant has had a consistent policy of paying rest period
16 premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

17 29. On a regular and consistent basis, Plaintiff and the Proposed Class have not been
18 properly reimbursed for expenses associated with the cost of using their personal cell phone as a
19 necessary part of the completion of their job duties. Defendant required that Plaintiff and the
20 Proposed Class download and pay for phone applications on their personal cell phones and
21 consistently use these personal cell phones for necessary work-related purposes such as, but not
22 limited to, clocking in, communicating with management, using work-related applications, and
23 managing client documents. These cell phones were not provided by Defendant and Defendant
24 failed to reimburse Plaintiff and the Proposed Class for the costs associated with using these
25 personal cell phones.

26 30. Defendant has failed to comply with Labor Code § 226(a) by failing to provide
27 accurate itemized wage statements that accurately report total hours and applicable rates of pay
28 and the corresponding number of hours worked at that rate for Plaintiff and the Proposed Class.

1 Further, Plaintiff and the Proposed Class are issued wage statements that do not include rest
2 premiums as a result of the claims alleged above and when they do, they are not at the accurate
3 rate.

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

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

8 **V.**

9 **CLASS ACTION ALLEGATIONS**

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

13 All persons who are employed or have been employed as an hourly
14 employee by FAM, LLC, in the State of California since four (4)
15 years prior to the filing of this action to the present plus any
16 additional time during which the statutes of limitation for the causes
17 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")

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

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

24 **A. NUMEROSITY**

25 36. The potential members of the Proposed Class as defined are so numerous that
26 joinder of all the members of the Proposed Class is impracticable. While the precise number of
27 proposed Class Members has not been determined at this time, Plaintiff is informed and believes
28 that Defendant currently employ, and during the relevant time periods employed over 50 members

1 of the Proposed Class.

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

5 **B. COMMONALITY**

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

9 a. Whether Defendant failed to pay wages and/or overtime as required by the
10 Labor Code and Wage Orders under Labor Code §§ 510, 1194, and 1199;

11 b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 2 -
12 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
13 of their right to take rest periods and failing to provide all required rest periods throughout the term
14 of employment and failing to compensate said employees one (1) hours wages in lieu of rest
15 periods;

16 c. Whether Defendants violated Labor Code § 2802 by failing to reimburse
17 for the cost of Plaintiff and the Proposed Class using their personal cell phones for necessary work
18 purposes;

19 d. Whether Defendants violated Labor Code § 226(a) by failing to provide
20 accurate itemized wage statements that accurately report the total hours worked and the applicable
21 rates for all hours worked and the corresponding number of hours worked at each hourly rate by
22 the employee and rest premiums;

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

26 f. Whether Defendant violated § 17200, *et seq.* of the Business & Professions
27 Code by engaging in the acts previously alleged; and

28 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 rest periods, failing to reimburse expenses, 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.

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1 **VI.**

2 **FIRST CAUSE OF ACTION**

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

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

5 **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 rate of no less than one and one-half times the regular rate of pay for any work
10 in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one
11 workweek. Plaintiff and the Proposed Class were forced to work on a regular and consistent basis
12 without receiving compensation for all hours worked at the appropriate rate.

13 46. Defendant required Plaintiff and the Proposed Class to report to the job site before
14 the scheduled start of each shift. Plaintiff and the Proposed Class are not paid any wages for this
15 time. As such, Plaintiff and the Proposed Class were routinely required to work “off the clock”.

16 47. By its policy of requiring Plaintiff and the Proposed Class to work “off the clock”,
17 Defendant failed to pay all wages due at the regular rate of pay and for work in excess of eight (8)
18 hours in a workday and/or forty (40) hours in a workweek without compensating them at the rate
19 of one-half (1 ½) their regular rate of pay.

20 48. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class
21 Members have been deprived of wages and/or overtime in amounts to be determined at trial, and
22 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and
23 costs.

24 ///

25 ///

1 **VII.**

2 **SECOND CAUSE OF ACTION**

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

4 **FAILURE TO ALLOW REST PERIODS PURSUANT TO**

5 **LABOR CODE § 226.7**

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 requires an employer to pay an additional hour (1) of
9 compensation for each rest period the employer fails to provide. Employees are entitled to a paid
10 ten (10) minute rest break for every four (4) hours worked (or major fraction thereof).

11 51. Defendant failed to maintain an accurate policy informing Plaintiff and the
12 Proposed Class of their rights with respect to rest periods.

13 52. Defendant consistently failed to schedule rest breaks for Plaintiff and members of
14 the Proposed Class. As such, Defendant failed to provide Plaintiff and the Proposed Class with
15 rest breaks of not less than ten (10) minutes as required by the Labor Code during the relevant time
16 period.

17 53. Further, Plaintiff and the Proposed Class were not compensated with one (1) hour
18 of wages for each missed rest period as required by Labor Code § 226.7. Very recently, on July
19 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the
20 formula for calculating the one extra hour of premium pay that employees are owed if an employer
21 fails to provide a compliant meal period or rest break. Specifically, the Court held that those
22 premium payments must include the hourly value of any nondiscretionary earnings (such as a
23 nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here,
24 Defendant has had a consistent policy of paying rest period premiums at the base rate and not the
25 blended rate in violation of Labor Code §§ 226.7 and 512

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 per missed rest period, in a sum to be proven
28 at trial.

1 **VIII.**

2 **THIRD CAUSE OF ACTION**

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

4 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO**

5 **LABOR CODE § 2802**

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

8 56. Labor Code § 2802 requires employers to indemnify employees for all necessary
9 expenditures or losses incurred by the employee in direct consequence of the discharge of his or
10 her duties.

11 57. Defendant has failed to reimburse Plaintiff and the Proposed Class for the cost of
12 using their personal cell phones for work related purposes. Defendant required that Plaintiff and
13 the Proposed Class download and pay for phone applications on their personal cell phones and
14 consistently use these personal cell phones for necessary work-related purposes such as, but not
15 limited to, clocking in, communicating with management, and managing client documents.
16 Defendant did not provide cellphones despite the fact that they were necessary for the performance
17 of Plaintiff and the Proposed Class's job duties.

18 58. As a result of the unlawful acts of Defendants, Plaintiff and the Proposed Class
19 have been deprived of reimbursement in the amounts to be determined at trial, and are entitled to
20 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

21 **IX.**

22 **FOURTH CAUSE OF ACTION**

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

24 **VIOLATION OF LABOR CODE § 226(A)**

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

27 60. Labor Code §226(a) requires employers to issue accurate itemized wage statements
28 in writing that show total hours worked by the employee and all applicable hourly rates in effect

1 during the pay period and the corresponding number of hours worked at each hourly rate by the
2 employee. (Labor Code §§ 226(a)(2) and (9) respectively.) Defendant issues Plaintiff and the
3 Proposed Class Members itemized wage statements that do not accurately show total hours worked
4 or all applicable hourly rates in effect during the pay period and the corresponding number of hours
5 worked at each hourly rate.

6 61. Further, Plaintiff and the Proposed Class are issued wage statements that do not
7 include rest premiums as a result of the claims alleged above and when they do, they are not at the
8 accurate rate.

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

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

17 **X.**

18 **FIFTH CAUSE OF ACTION**

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

20 **WAITING TIME PENALTIES UNDER LABOR CODE § 203**

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

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

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

67. Defendant has failed to pay Plaintiff and others a sum certain 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. Pursuant to the provisions of Labor Code § 203, Plaintiff and the Proposed Class are entitled to a penalty in the amount of Plaintiff's and the Proposed Class Members' daily wage multiplied by thirty (30) days.

XI.

SIXTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200

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

69. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself, on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

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

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

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

standards.

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

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

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

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

77. 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.

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

79. 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, 1194, 1199, 2802; Wage Order 2-2001; and California Code of Regulations, Title 8, Section 11020, which call for civil penalties.

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

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

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

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

82. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the LWDA¹ and mailed a letter by certified mail to each of the Defendant's entity addresses, as proscribed by the Code on October 25, 2021, describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 1194, 1199, 2802, and IWC Wage Order 2-2001. (*see* Exhibit "1.") Plaintiff obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit "2") and green return receipts signed by Defendant also confirming that it had received Plaintiff's notice letter (*see* Exhibit "3").

83. As no letter evidencing the LWDA's intention to investigate was received by Plaintiff's Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil action as though the LWDA had not chosen to investigate pursuant to Labor Code §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First Amended Class and Representative Action Complaint immediately.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

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

2. For compensatory damages in the amount of Plaintiff's and each Proposed Class

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

Members' hourly regular rate of pay for each rest period missed or taken late from at least four (4) years prior to the filing of this action to the present as may be proven;

3. For compensatory damages in the amount of Plaintiff's and each Proposed Class Members' unreimbursed out of pocket expenses necessary in the discharge of his/her duties;

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

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

6. An award of prejudgment and post judgment interest;

7. An order enjoining Defendant and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or overtime, rest periods, accurate itemized wage statements, and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 1194, 1199, 2802, and IWC 2-2001;

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

9. For penalties under Labor Code §2699, *et seq.* for Plaintiff and all aggrieved employees;

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

11. An award of attorneys' fees; and

12. Such other and further relief as this Court may deem proper and just.

DEMAND FOR JURY TRIAL

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

DATED: January 3, 2022

KINGSLEY & KINGSLEY, APC

By: _____

Liane Katzenstein Ly
Attorneys for Plaintiff Gildardo Mota Stevens and
the Proposed Class

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

October 25, 2021

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

PURPLE EAGLE LLC
7130 E Caballo CIR
Paradise Valley, AZ 85253
Via USPS Certified Mailing # 7020 0640 0002 1439 8264

PURPLE EAGLE LLC
5561 Lone Tree Way
Brentwood, CA 94513
Via USPS Certified Mailing # 7020 0640 0002 1439 8271

PURPLE EAGLE LLC
C/o Agent for Service of Process
Registered Agents Inc
1401 21st Street Suite R
Sacramento, CA 95811
Via USPS Certified Mailing # 7020 0640 0002 1439 8288

Re: GILDARDO MOTA STEVENS v. PURPLE EAGLE LLC
California Labor Code § 2699 Penalties

Gentlepersons:

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

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

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

October 25, 2021

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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.

Defendant has violated Labor Code §§ 510, 1194, and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (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 properly compensated for all hours worked at the appropriate regular rate of pay and were not paid for all overtime hours worked at the proper overtime rate when they were working more than eight (8) hours in one day or forty (40) hours in one week.

Plaintiff and all aggrieved employees were also not properly compensated for all hours worked at the beginning of their shift due to the fact that Defendant required Plaintiff and all aggrieved employees to report to the job site before the scheduled start of each shift. Plaintiff and the aggrieved employees are not paid any wages for this time. As such, Plaintiff and the aggrieved employees routinely required to work “off the clock”. By its policy of requiring Plaintiff and all aggrieved employees to work “off the clock”, Defendant failed to pay all wages due at the regular rate of pay and for work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the rate of one-half (1 ½) their regular rate of pay.

Pursuant to Labor Code § 226.7 and Wage Order 2-2001, 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. On a regular and consistent basis, Defendant failed to schedule rest periods for Plaintiff and the aggrieved employees. As Such, Defendant failed to provide Plaintiff and the aggrieved employees with all required rest periods. Defendant failed to maintain an accurate policy informing Plaintiff and all aggrieved employees of their rights with respect to 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.

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

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

October 25, 2021

Page 3 of 4

(such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

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. Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of using their personal cell phones for necessary business related purposes. Defendant required that Plaintiff and the aggrieved employees download and pay for phone applications on their personal cell phones and consistently use these personal cell phones for necessary work-related purposes such as, but not limited to, clocking in, communicating with management, and managing client documents. These cell phones were not provided by Defendant and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with using these personal cell phones.

Labor Code §226(a) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the 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. Section 226(a)(2) and (9). Plaintiff and the aggrieved employees are issued wage statements that do not include the 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. Further, Plaintiff and the aggrieved employees are issued wage statements that do not include rest premiums as a result of the claims alleged above and when they do, they are not at the accurate rate. As such, Plaintiff is an aggrieved employee within the meaning PAGA and Defendant has 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 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.

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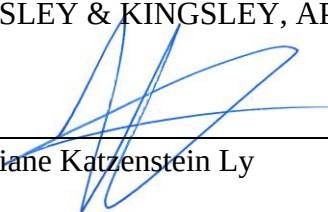
(Continues on next page)

LABOR & WORKFORCE DEVELOPMENT AGENCY
California Labor Code §2699 Penalties
October 25, 2021
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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, 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/km

Cc: 1. Abramson Labor Group 3580 Wilshire Blvd., Suite 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, 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., 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 *

Gildardo Mota Stevens

Plaintiff/Aggrieved Employee Occupation *

Therapist

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

Purple Eagle LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

7130 E Caballo CIR

Employer City *

Paradise Valley

Employer State *

Employer Zip/Postal Code *

Arizona

85253

Employer Industry *

Employer Industry for "Other" *

Other

Personal Care services

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 *

Purple Eagle LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

5561 Lone Tree Way

Employer City *

Brentwood

Employer State *

California

Employer Zip/Postal Code *

94513

Employer Industry *

Other

Employer Industry for "Other" *

Personal Care services

Additional Employer Information (Corporation/General Partnership)

[Remove](#)

Employer Entity Type

Please select...

Employer Name *

Purple Eagle LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1401 21st Street Suite R

Employer City *

Sacramento

Employer State *

California

Employer Zip/Postal Code *

95811

Employer Industry *

Other

Employer Industry for "Other" *

Personal Care services

[Add Additional Employers](#)

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

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)****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

LWDA Letter - Purple Eag...

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

Choose File

no file selected

[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: LWDA DO NOT REPLY lwdadonotreply@dir.ca.gov
Subject: Thank you for submission of your PAGA Case.
Date: Oct 25, 2021 at 3:50:25 PM
To: Service Email service@kingsleykingsley.com

External Email!

10/25/2021

LWDA Case No. LWDA-CM-849806-21
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : Gildardo Mota Stevens
Employer: Purple Eagle 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: [https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm∓data=04%7C01%7CKimberly%40kingsleykingsley.com%7C0ec3f9bcaca54c3fe92b08d99809d3e7%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C0%](https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=04%7C01%7CKimberly%40kingsleykingsley.com%7C0ec3f9bcaca54c3fe92b08d99809d3e7%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C0%3D)

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3D&reserved=0

From: LWDA DO NOT REPLY lwdadonotreply@dir.ca.gov
Subject: State of California - Department of Industrial Relations Customer
Receipt / Purchase Confirmation
Date: Oct 25, 2021 at 3:50:43 PM
To: Service Email service@kingsleykingsley.com

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-849806-21

Order Number: ORD-000140100

Total:\$75.00

Card Type: 

Date: 10/25/2021

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:

Purple Eagle LLC
5561 Lone Tree Way
Brentwood, CA 94513



9590 9402 6094 0125 0624 32

2. Article Number (Transfer from service label)

20 0640 0002 1439 8271

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

BT

☒ Agent
☐ Addressee

B. Received by (Printed Name)

CA RIS

C. Date of Delivery

10/28/24

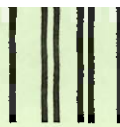
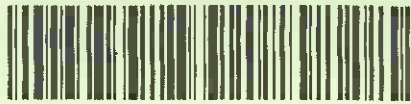
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

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

USPS TRACKING #



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

9590 9402 6094 0125 0624 32

United States
Postal Service

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

*KINGSLEY & KINGSLEY
16133 VENTURA BL., #1200
ENCINO, CA 91436*

PAGA letter

Purple EAGLE LLC

7020 0640 0002 1439

702

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:

Purple Eagle LLC
c/o Agent for Service of Process
Registered Agents Inc
1401 21st Street Suite R
Sacramento, CA 95811



9590 9402 6094 0125 0624 25

2. Article Number (Transfer from service label)

7020 0640 0002 1439 8288

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*☒ Agent☐ Addressee

B. Received by (Printed Name)

Jana Kan

C. Date of Delivery

10/29/31

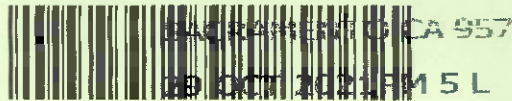
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

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

USPS TRACKING#



SACRAMENTO CA 957

29 OCT 2021 PM 5 L

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

9590 9402 6094 0125 0624 25

United States
Postal Service

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

*KINGSLEY & KINGSLEY
16133 VENTURA BL., #1200
ENCINO, CA 91436*

PAGE letter
purple EAGLE

