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

ERICKA WILSON RUIZ, an individual, on
behalf of herself and others similarly situated

PLAINTIFF,

v.

PRIORITY BUILDING SERVICES, LLC;
and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 30-2021-01234179-CU-OE-CXC

**[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 Minimum Wage Under Labor Code §§ 1194, 1194.2, 1197, and 1197.1
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 § 212
5. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
6. Violation of Labor Code § 226(a)
7. Penalties Pursuant to Labor Code § 203
8. Violation of Business & Professions Code § 17200
9. Penalties Pursuant to Labor Code §2699, et seq.

1 Plaintiff ERICKA WILSON RUIZ, an individual, on behalf of herself, 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 PRIORITY BUILDING SERVICES, LLC (“Defendant”) and each of
5 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 PRIORITY BUILDING SERVICES, LLC, in the State
12 of California since four (4) years prior to the filing of this action to
13 the present plus any additional time during which the statutes of
14 limitation for the causes of action herein were tolled pursuant to
15 Emergency Rule 9 of the California Rules of Court, the ‘Emergency
16 Rules Related to COVID-19’. (“Proposed Class”)

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

25 3. From at least four (4) years prior to the filing of this action continuing to the present,
26 Defendant has had a consistent policy of failing to pay wages to all Proposed Class Members.
27 Plaintiff and other Proposed Class Members were paid less than the minimum wage rate at \$13.50
28 an hour in violation of Labor Code §§ 1194, 1194.2, 1197, and 1197.1.

4. From at least four (4) years prior to the filing of this action and continuing to the
present, Defendant failed to apprise Plaintiff and the Proposed Class of their rights associated with
meal periods and failed to provide compliant meal periods. Further, Defendant failed to pay such

1 employees one (1) hour of pay at the employees' regular rate of compensation for each workday
2 that the first meal period was not provided within the first (5) hours of the shift. Very recently, on
3 July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth
4 the formula for calculating the one extra hour of premium pay that employees are owed if an
5 employer fails to provide a compliant meal period or rest break. Specifically, the Court held that
6 those premium payments must include the hourly value of any nondiscretionary earnings (such as
7 a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate.
8 Defendant has had a consistent policy of paying meal period premiums at the base rate and not the
9 blended rate in violation of Labor Code §§ 226.7 and 512.

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 in violation
18 of *Ferra* and as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period
19 premium payments must include the hourly value of any nondiscretionary earnings (such as a
20 nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate.

21 6. For at least four (4) years prior to the filing of this action and continuing to the
22 present, Defendant has failed to pay Plaintiff and the Proposed Class their wages in cash, without
23 discount on demand. Defendant issued wages to Plaintiff and the Proposed Class with a prepaid
24 Visa card. Plaintiff and the Proposed Class are charged an ATM fee of \$3.00 every time they
25 withdraw money from the prepaid Visa card. These prepaid Visa cards did not provide Plaintiff
26 and the Proposed Class their wages in cash, without discount on demand in violation of Labor
27 Code § 212.

28 7. For at least four (4) years prior to the filing of this action and continuing to the

1 present, Defendant has failed to reimburse Plaintiff and the Proposed Class for business-related
2 expenses. Defendant has failed to reimburse Plaintiff and the Proposed Class the cost of using
3 their personal cell phones necessary to perform their job duties. These cell phones were a
4 necessary business expenditure under California law and Defendant failed to reimburse the
5 Proposed Class.

6 8. For at least one (1) year prior to the filing of this action and continuing to the
7 present, Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order
8 4-2001 and Labor Code § 226(a) by failing to issue Plaintiff and the Proposed Class accurate
9 itemized wage statements that show all applicable hourly rates in effect during the pay period and
10 the corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the
11 Proposed Class are issued wage statements that do not include meal and rest premiums as a result
12 of the claims alleged above and when they do include the premiums, they are not at the applicable
13 rate.

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

17 10. Plaintiff, on behalf of herself and all Proposed Class Members brings this action
18 pursuant to Labor Code §§ 201, 202, 203, 212, 226(a), 226.7, 512, 1194, 1194.2, 1197, 1197.1,
19 and 2802; Wage Order 4-2001; and California Code of Regulations, Title 8, Section 11040,
20 seeking unpaid wages, meal and rest period penalties, unreimbursed expenses, accurate itemized
21 wage statements, other penalties, injunctive and other equitable relief, and reasonable attorneys’
22 fees and costs.

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

26 12. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
27 and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to
28 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 herself and all aggrieved employees presently or formerly employed by Defendant during the liability period as defined in her 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 minimum wage, failure to provide lawful meal periods, failure to provide lawful rest periods, failure to pay wages in cash, without discount on demand, failure to reimburse for business-related expenses, failure to provide accurate itemized wage statements, and failure to pay all wages due at the time of termination.

II.

JURISDICTION AND VENUE

13. 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.

14. This Court has personal jurisdiction over Defendant because Defendant has caused injuries in the County of Orange 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.*

15. 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 Orange 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 Orange.

16. 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.

17. Plaintiff files this amended complaint adding a claim for penalties pursuant to Labor Code §2699, et seq. as a matter of right, pursuant to Labor Code § 2699.3(a)(2)(C)].

III.

PARTIES

A. PLAINTIFF

18. Plaintiff ERICKA WILSON RUIZ is a resident of California.

19. Plaintiff and all Proposed Class Members, were regularly required to:

- a. Work without being paid for all hours at the appropriate rate;
- b. Work without being provided meal periods;
- c. Work without being provided rest periods;
- d. Work without being provided their wages in cash, without discount on
- e. Work without being reimbursed for necessary business-related expenses;
- f. Work without being provided accurate itemized wage statements.

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

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

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

B. DEFENDANTS

23. Defendant PRIORITY BUILDING SERVICES, LLC is believed to be a California corporation operating within the State of California. Defendant's corporate address is believed to be 1524 W Marble St, Anaheim, CA 92802. 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.

24. 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.

25. 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.

26. 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

27. 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.

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

29. On a regular and consistent basis, Plaintiff and the Proposed Class Members were not paid at the proper rate of compensation. Plaintiff and Proposed Class Members were not properly compensated at the appropriate rate of pay because Defendant failed to compensate them

1 at the appropriate minimum wage rate.

2 30. Plaintiff and all Proposed Class members have been forced by Defendant to work
3 over five (5) hours in one day without being provided a compliant thirty (30) minute uninterrupted
4 meal break and not being compensated one (1) hour of pay at their regular rate of compensation
5 for each workday that a meal period was not provided or provided after five (5) hours, all in
6 violation of California labor laws, regulations, and Industrial Welfare Commission Wage Orders.
7 Defendant also failed to inform Plaintiff and the members of the Proposed Class of their right to
8 take compliant meal periods by way of a lawful policy. Plaintiff and the Proposed Class were not
9 compensated with one (1) hour of wages at the regular rate of compensation for each missed meal
10 period as required.

11 31. Defendant failed to provide Plaintiff and the Proposed Class members with
12 compliant rest breaks of not less than ten (10) minutes per four (4) hour work period or major
13 fraction thereof. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class
14 of this right. Plaintiff and the Proposed Class have been required to work four-hour increments
15 (or major fractions thereof) without being provided with compliant ten (10) minute rest periods.
16 Further, Plaintiff and the Proposed Class were not compensated with one (1) hour of wages at the
17 regular rate of compensation for each missed rest period as required.

18 32. On a regular and consistent basis, Defendant failed to pay Plaintiff and the Proposed
19 Class their wages in cash, without discount on demand.

20 33. On a regular and consistent basis, Plaintiff and the Proposed Class have not been
21 properly reimbursed for business expenses necessary for the completion of their job duties.
22 Plaintiff and the Proposed Class have not been compensated for the use of their personal cellphones
23 necessary to complete their jobs.

24 34. Defendant has failed to comply with Industrial Welfare Commission ("IWC")
25 Wage Order 4-2001(7) and Labor Code § 226(a) by failing to provide accurate itemized wage
26 statements that show all applicable hourly rates in effect during the pay period and the
27 corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the
28 Proposed Class are provided wage statements that do not include meal and rest premiums as a

1 result of the claims alleged above and/or do not include them at the appropriate rate.

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

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

6 **V.**

7 **CLASS ACTION ALLEGATIONS**

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

11 All persons who are employed or have been employed as an hourly
12 employee by PRIORITY BUILDING SERVICES, LLC, in the State
13 of California since four (4) years prior to the filing of this action to
14 the present plus any additional time during which the statutes of
15 limitation for the causes of action herein were tolled pursuant to
16 Emergency Rule 9 of the California Rules of Court, the 'Emergency
17 Rules Related to COVID-19'. ("Proposed Class")

18 38. 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 39. 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 40. 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
of the Proposed Class.

41. Plaintiff alleges that Defendant's employment records would provide information

as to the number and location of all Proposed Class Members. Joinder of all members of the Proposed Class is not practicable.

B. COMMONALITY

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

a. Whether Defendant failed to pay wages as required by the Labor Code and Wage Orders under Labor Code §§ 1194, 1194.2, 1197, and 1197.1;

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

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

d. Whether Defendant violated Labor Code § 212 by failing to provide Plaintiff and the Proposed Class their wages in cash, without discount on demand;

e. Whether Defendant violated Labor Code § 2802 and/or Wage Order 4-2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the cost of using their personal cell phones;

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

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

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

Code by engaging in the acts previously alleged; and

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

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

C. TYPICALITY

43. 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

44. Plaintiff will fairly and adequately represent and protect the interests of the members of the proposed Class. Counsel who represent Plaintiff and the Proposed Class are competent and experienced in litigating large employment class actions.

E. SUPERIORITY OF CLASS ACTION

45. 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 reimburse expenses, failing to provide accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

46. 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 HERSELF AND THE PROPOSED CLASS**

4 **FAILURE TO PAY MINIMUM WAGE UNDER**

5 **LABOR CODE §§ 1194, 1194.2, 1197, AND 1197.1**

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

8 48. Labor Code §§ 1194, 1194.2, 1197, and 1197.1 require an employer to compensate
9 its employees at the minimum wage rate for all hours worked.

10 49. Plaintiff and the Proposed Class were forced to work on a regular and consistent
11 basis without receiving compensation for all hours worked at the proper rate. Specifically, Plaintiff
12 and the Proposed Class were paid less than the minimum wage rate at \$13.50 an hour.

13 50. By their policy of requiring Plaintiff and members of the Proposed Class to work
14 without receiving compensation for all hours worked at the proper rate, Defendant willfully
15 violated the provisions of Labor Code §§ 1194, 1194.2, 1197, and 1197.1.

16 51. Pursuant to Labor Code § 1194.2(a), Plaintiff and the Proposed Class are entitled
17 to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
18 thereon.

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

22 **VII.**

23 **SECOND CAUSE OF ACTION**

24 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

25 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

26 **LABOR CODE § 226.7 AND LABOR CODE § 512**

27 46. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
28 reference all previous paragraphs.

1 47. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
2 compensation for each meal period the employer fails to provide. Employees are entitled to a first
3 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
4 first five (5) hours of the shift.

5 48. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of
6 these rights.

7 49. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.
8 Defendant failed to provide Plaintiff and the Proposed Class with proper meal periods of not less
9 than thirty (30) minutes as required by the Labor Code during the relevant time period.

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

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

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VIII.

THIRD CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS

FAILURE TO ALLOW REST PERIODS PURSUANT TO

LABOR CODE § 226.7

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

53. Labor Code § 226.7 and IWC Wage Order 4 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.

54. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of this right.

55. 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. Plaintiff and the Proposed Class have been required to work four-hour increments (or major fractions thereof) without being provided with compliant ten (10) minute rest periods.

56. 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.

57. 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.

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1 **IX.**

2 **FOURTH CAUSE OF ACTION**

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

4 **VIOLATION OF LABOR CODE § 212**

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

7 59. Labor Code § 212 requires that “any order, check, draft, note, memorandum, or
8 other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand,
9 without discount, at some established place of business in the state, the name and address of which
10 must appear on the instrument, and at the time of its issuance and for a reasonable time thereafter,
11 which must be at least 30 days, the maker or drawer has sufficient funds in, or credit, arrangement,
12 or understanding with the drawee for its payment.”

13 60. Here, Defendant failed to provide Plaintiff and the Proposed Class their wages in
14 cash, without discount on demand in violation of Labor Code § 212.

15 61. Defendant issued wages to Plaintiff and the Proposed Class with a prepaid Visa
16 card. Plaintiff and the Proposed Class are charged an ATM fee of \$3.00 every time they withdraw
17 money from the prepaid Visa card. These prepaid Visa cards did not provide Plaintiff and the
18 Proposed Class their wages in cash, without discount on demand.

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

22 **X.**

23 **FIFTH CAUSE OF ACTION**

24 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

25 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO**

26 **LABOR CODE § 2802**

27 63. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
28 reference all previous paragraphs.

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

65. Plaintiff and the Proposed Class used their personal cell phones as a necessary part of their jobs. Defendant has failed to reimburse Plaintiff and the Proposed Class for the cost of using their personal cell phones necessary for the performance of Plaintiff and the Proposed Class's job duties.

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

XI.

SIXTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS

VIOLATION OF LABOR CODE § 226(A)

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

70. Labor Code § 226(a)(9) 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 all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendant issues Plaintiff and the Proposed Class wage statements that do not properly indicate all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

71. As a result of Defendant's failure to pay wages as described above, Defendant has failed to properly include meal and rest premiums for Plaintiff and the Proposed Class.

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

73. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual

1 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
2 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
3 aggregate penalty of four thousand dollars (\$4,000) and is entitled to an award of costs and
4 reasonable attorneys' fees.

5 **XII.**

6 **SEVENTH CAUSE OF ACTION**

7 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

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

9 67. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
10 reference all previous paragraphs.

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

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

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

22 **XIII.**

23 **EIGHTH CAUSE OF ACTION**

24 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

25 **UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200**

26 71. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
27 reference all previous paragraphs.

28 72. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of herself,

1 on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to
2 Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this
3 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general
4 public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public
5 interest within the meaning of Code of Civil Procedure § 1021.5.

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

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

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

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

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

26 78. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
27 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
28 § 17200, *et seq.* of the Business & Professions Code.

address, which is 1524 W Marble St, Anaheim, CA 92802, as proscribed by the Code on November 30, 2021, describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 212, 226(a), 226.7, 512, 1194, 1194.2, 1197, 1197.1, and 2802. (see Exhibit "1.") On December 3, 2021, Plaintiff received a signed green return receipt from Defendant, indicating that it received Plaintiff's notice letter. (see Exhibit "2.") Plaintiff also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (see Exhibit "3").

86. 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 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 Members' hourly wage for each rest period and/or meal 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 as a requirement of employment;

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;

1 7. An order enjoining Defendant and its agents, servants, and employees, and all
2 persons acting under, in concert with, or for it from providing Plaintiff with proper wages, meal
3 periods, rest periods, accurate itemized wage statements, and wages upon termination/resignation
4 pursuant to Labor Code §§ 201, 202, 203, 212, 226(a), 226.7, 512, 1194, 1194.2, 1197, 1197.1,
5 2802, and IWC 4-2001;

6 8. For restitution for unfair competition pursuant to Business & Professions Code
7 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

8 9. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
9 Code §§ 201, 202, 203, 212, 226(a), 226.7, 512, 1194, 1194.2, 1197, 1197.1, 2802, and Wage
10 Order 4-2001;

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

12 11. An award of attorneys' fees; and

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

14 **DEMAND FOR JURY TRIAL**

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

16
17 DATED: March 24, 2022

KINGSLEY & KINGSLEY, APC

18
19 By: _____

Liane Katzenstein Ly
Attorneys for Plaintiff Ericka Wilson Ruiz and the
Proposed Class

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

November 30, 2021

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

PRIORITY BUILDING SERVICES, LLC
1524 W Marble St
Anaheim, CA 92802

Re: ERICKA WILSON RUIZ v. PRIORITY BUILDING SERVICES, LLC
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents ERICKA WILSON RUIZ (“Plaintiff”) and a proposed group of current and former employees working for PRIORITY BUILDING SERVICES, 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 herself 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 a non-exempt employee by PRIORITY BUILDING SERVICES, 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”).

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 §§ 1194, 1194.2, 1197, and 1197.1. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

November 30, 2021

Page 2 of 4

Here, Defendant has had a consistent policy of failing to pay wages to Plaintiff and all aggrieved employees. Plaintiff and the aggrieved employees were paid less than the minimum wage rate at \$13.50 an hour in violation of Labor Code §§ 1194, 1194.2, 1197, and 1197.1.

Defendant has 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.

Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the aggrieved employees compliant meal periods; and (2) failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the compliant meal period was not provided. In addition, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide compliant meal periods.

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. Here, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

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. Defendant failed to maintain a policy informing Plaintiff and the aggrieved employees of this right. Plaintiff and all aggrieved employees have been required to work four-hour increments (or major fractions thereof) without being provided with a ten (10) minute rest period. As such, Defendant failed to provide Plaintiff and the Proposed Class with compliant rest periods. 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 in violation of *Ferra*. 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.

Plaintiff and all aggrieved employees are paid with paychecks that violate Labor Code § 212. Labor Code § 212 states in relevant part that: "Any order, check, draft, note, memorandum, or

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

November 30, 2021

Page 3 of 4

other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at some established place of business in the state, the name and address of which must appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be at least 30 days, the maker or drawer has sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment.” Thus, Labor Code § 212 requires that payroll checks be drawn on an institution located within the state of California.

Here, Defendant issued wages to Plaintiff and all aggrieved employees with a prepaid Visa card. Plaintiff and all aggrieved employees are charged an ATM fee of \$3.00 every time they withdraw money from the prepaid Visa card. These prepaid Visa cards did not provide Plaintiff and all aggrieved employees their wages in cash, without discount on demand in violation of Labor Code § 212. Based, on these allegations, Plaintiff is an aggrieved employee within the meaning PAGA and Defendant has violated Labor Code § 212 with respect to Plaintiff and all aggrieved employees.

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of using their personal cell phones for business related purposes. Defendant required that Plaintiff and the aggrieved employees be available by cell phone and answer/use their cell phones while working, and this was necessary to perform their job duties. 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.

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 of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendant issues Plaintiff and all aggrieved employees wage statements that do not properly indicate all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. 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 and they are not paid premiums at the appropriate rate of pay. Thus, Plaintiff is an aggrieved employee within the meaning of 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.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 212, 226(a), 226.7, 512, 1194, 1194.2, 1197, 1197.1, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly

LKL/jl

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
 2. PRIORITY BUILDING SERVICES, LLC via USPS Certified Mail # 7020 0640 0002 1439 7915
 3. Abramson Labor Group, 3580 Wilshire Blvd Ste 1260, Los Angeles, CA 90010-2513

EXHIBIT "2"

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:
PRIORITY BUILDING SERVICES, LLC
1524 W Marble St
Anaheim, CA 92802



9590 9402 7019 1225 1722 18

2. Article Number (Transfer from service label)

7020 0640 0002 1439 7915

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X C/17 RT 225 V

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Priority Building

C. Date of Delivery

12/3/21

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery
(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted
Delivery

☐ Signature Confirmation™

☐ Signature Confirmation
Restricted Delivery

USPS TRACKING#



SANTA ANA, CA 926

9 DEC 2021 PM 8 L

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

9590 9402 7019 1225 1722 18

United States
Postal Service

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

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436



EXHIBIT "3"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Liane

Your Last Name *

Ly

Firm Name (if any) *

Kingsley & Kingsley

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

Your Email Address *

service@kingsleykingsley.c

Your Street Name, Number and Suite/Apt *

16133 Ventura Boulevard

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 *

Ericka Wilson Ruiz

Plaintiff/Aggrieved Employee Occupation *

Janitorial

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation ▼

Employer Name *

Priority Building Services, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *	Employer City *
1524 W Marble St	Anaheim
Employer State *	Employer Zip/Postal Code *
California	92802
Employer Industry *	
Janitorial	

Add additional defendants

☐ Add any entity other than an individual

☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

Notice Violations – Check All that Apply *

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

Child Labor – Specify Ages

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.c

Billing Phone**Billing Street Name, Number and Suite/Apt ***

16133 Ventura Boulevard Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

Master Card

Credit Card Number ***CVV Number *****Credit Card Expiration Month ***

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments**PAGA Claim Notice (must be a .pdf) *** PAGA Letter- P...ices, LLC.pdf**Other Attachment – (if any) (must be a .pdf)** No file chosen

[Add Another Attachment](#)

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

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

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

[Previous Page](#)[Submit](#)

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

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Tuesday, November 30, 2021 4:13 PM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

External Email!

11/30/2021

LWDA Case No. LWDA-CM-855118-21

Law Firm : Kingsley & Kingsley

Plaintiff Name : Ericka Wilson Ruiz

Employer: Priority Building Services, 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%7CJulie%40kingsleykingsley.com%7C2100802051ac45bd19c808d9b45f501d%7C121a7875db eb4c0fb25c5baf6c6ac7a5%7C0%7C0%7C637739143756869973%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMD AiLCJQIjoiV2luMzliLCJBTiI6Ikh1haWwiLCJXVCi6Mn0%3D%7C3000&data=GvyfBSuT7gCtyBG0wPgh%2FainRiurIRJMGr YySh0b%2BrU%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Tuesday, November 30, 2021 4:13 PM
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-855118-21

Order Number: ORD-000144163

Total:\$75.00

Card Type: Master Card

Date: 11/30/2021

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Boulevard Suite 1200

Encino, California

91436