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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

BEAU LANINOVICH, an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

BEAR VALLEY SPRINGS ASSOCIATION;
and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. BCV-21-102750

**[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, 1194.2, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
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 BEAU LANINOVICH, an individual, on behalf of himself, all others similarly
2 situated, and on behalf of the people of the State of California and as an “aggrieved employee”
3 under Labor Code Private Attorneys General Act of 2004, §2699, *et seq.* (hereafter “PAGA”),
4 complains of Defendant BEAR VALLEY SPRINGS ASSOCIATION (“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 non-exempt employees who are employed or have been
11 employed by BEAR VALLEY SPRINGS ASSOCIATION, in the
12 State of California since four (4) years prior to the filing of this
13 action to the present plus any additional time during which the
14 statutes of limitation for the causes of action herein were tolled
pursuant to Emergency Rule 9 of the California Rules of Court, the
‘Emergency Rules Related to COVID-19’. (“Proposed Class”)

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

23 3. For 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 when they work more than eight (8) hours in a day or forty (40) hours in a week. Plaintiff
26 and the Proposed Class were not properly compensated at the appropriate rate of pay because
27 Defendant failed to include bonus and premium pay when calculating Plaintiff and all Proposed
28 Class member’s regular rate of pay in pay periods where they were paid bonus and/or premium

1 pay and were also paid overtime. As such, Plaintiff and the Proposed Class were paid at an
2 overtime rate less than the rate required under California law.

3 4. From at least four (4) years prior to the filing of this action and continuing to the
4 present, Defendant failed to apprise Plaintiff and the Proposed Class of their rights associated with
5 meal periods and failed to provide compliant meal periods. Defendant has had a consistent policy
6 of failing to provide meal periods altogether or requiring Plaintiff and the Proposed Class to take
7 late meal breaks that occurred after the first five hours of each shift and failing to pay such
8 employees one (1) hour of pay at the employees' regular rate of compensation for each workday
9 that the first meal period was not provided within the first (5) hours of the shift. Very recently, on
10 July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth
11 the formula for calculating the one extra hour of premium pay that employees are owed if an
12 employer fails to provide a compliant meal period or rest break. Specifically, the Court held that
13 those premium payments must include the hourly value of any nondiscretionary earnings (such as
14 a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here,
15 when meal period premiums were provided, Defendant has had a consistent policy of paying meal
16 period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and
17 512.

18 5. For at least four (4) years prior to the filing of this action and continuing to the
19 present, Defendant has failed to reimburse Plaintiff and the Proposed Class for business-related
20 expenses. Defendant has failed to reimburse Plaintiff and the Proposed Class the cost of using
21 their personal cell phones. Defendant required that Plaintiff and the Proposed Class members be
22 available by cell phone and answer/use their cell phones while working and this was necessary to
23 perform their job duties. These cell phones were not provided by Defendant, and Defendant failed
24 to reimburse Plaintiff and the Proposed Class members for the costs associated with using these
25 personal cell phones in violation of Labor Code §2802.

26 6. For at least one (1) year prior to the filing of this action continuing to the present,
27 Defendant has failed to comply with Labor Code § 226(a). Plaintiff and the Proposed Class are
28 furnished wage statements in violation of Labor Code §226(a)(2) that do not accurately show the

1 number of total hours worked at each applicable hourly rate in effect during the pay period and the
2 corresponding number of hours worked at each hourly rate by Plaintiff and the Proposed Class in
3 violation of Labor Code §226(a)(9). Further, Plaintiff and the Proposed Class are furnished wage
4 statements that do not accurately include meal period premiums as a result of the claims alleged
5 above and when they do, they are not the accurate rate.

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

9 8. Plaintiff, on behalf of himself and all Proposed Class members brings this action
10 pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802;
11 Wage Order 5-2001; and California Code of Regulations, Title 8, Section 11050, seeking unpaid
12 wages/overtime, meal period penalties, unreimbursed expenses, accurate itemized wage
13 statements, other penalties, injunctive and other equitable relief, and reasonable attorneys' fees
14 and costs.

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

18 10. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
19 and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to
20 PAGA and continuing to the present and as extended by Emergency Rule 9 referenced in paragraph
21 2 above, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
22 pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved employees presently or
23 formerly employed by Defendant during the liability period as defined in his PAGA notice letter
24 (see Exhibit "1"), brings this representative action pursuant to Labor Code §2699, et seq. seeking
25 penalties for Defendant's failure to comply with Labor Code §§ 201, 202, 203, 226(a), 226.7, 510,
26 512, 1194, 1194.2, 1199, and 2802.

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1 **II.**

2 **JURISDICTION AND VENUE**

3 11. This Court has subject matter jurisdiction over all causes of action asserted herein
4 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
5 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
6 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the
7 State of California or is subject to adjudication in the courts of the State of California.

8 12. This Court has personal jurisdiction over Defendant because Defendant has caused
9 injuries in the County of Kern and the State of California through their acts, and by their violation
10 of the California Labor Code, California state common law, and California Business & Professions
11 Code § 17200, *et seq.*

12 13. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
13 Civil Procedure § 395. Defendant operates within California and do business within Kern County.
14 The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class members
15 within the State of California and the county of Kern.

16 14. This case should be classified as complex according to Rule 3.400 of the California
17 Rules of Court, and assigned to a complex litigation judge and department, as it will involve
18 substantial documentary evidence, a large number of witnesses, and is likely to involve extensive
19 motion practice raising difficult or novel issues that will be time-consuming to resolve and would
20 require substantial post judgment judicial supervision.

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

23 **III.**

24 **PARTIES**

25 **A. PLAINTIFF**

26 16. Plaintiff BEAU LANINOVICH is a resident of California.

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

28 a. Work without being paid for all hours at the appropriate rate;

- b. Work without being provided meal periods;
- c. Work without being reimbursed for their necessary business expenses; and,
- d. Work without being provided accurate itemized wage statements.

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

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

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

B. DEFENDANT

21. Defendant BEAR VALLEY SPRINGS ASSOCIATION is believed to be California corporation operating within the State of California. Defendant’s corporate address is believed to be 29541 Rolling Oak Dr, Tehachapi, CA 93561. Upon information and belief, Defendant employed Plaintiff and similarly situated persons as hourly employees within California. Defendant has done and do business throughout the State of California.

22. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendant sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendant by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendant 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 Defendant 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 Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendant. Furthermore, Defendant in all respects acted as the employer and/or joint employer of Plaintiff and the Proposed Class members.

24. Furthermore, Defendant acted in all respects as the employers or joint employers of the Proposed Class. Defendant, 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, Defendant, 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. 5-2001 (Title 8 Cal. Code of Regs. § 11050).

27. 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 correct overtime rate of pay for hours in excess of eight (8) in one day and/or forty (40) hours in one week because Defendant failed to include bonus and premium pay when calculating Plaintiff and all Proposed Class members' regular rate of pay for the purposes of determining the correct overtime rate in pay periods where they were paid bonus and/or premium pay and were also paid overtime. As such, Plaintiff and the Proposed Class were paid at a rate less than the rate required under California law.

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

29. On a regular and consistent basis, Plaintiff and the Proposed Class have not been properly reimbursed for business expenses necessary for the completion of their job duties. Specifically, Plaintiff and the Proposed Class have not been compensated for the cost of using their personal cellphones though they are necessary to complete their jobs.

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

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

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

V.

CLASS ACTION ALLEGATIONS

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

All non-exempt employees who are employed or have been employed by BEAR VALLEY SPRINGS ASSOCIATION, in the State of California since four (4) years prior to the filing of this action to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency Rules Related to COVID-19’. (“Proposed Class”)

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

1 limitation to particular issues.

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

5 **A. NUMEROSITY**

6 36. The potential members of the Proposed Class as defined are so numerous that
7 joinder of all the members of the Proposed Class is impracticable. While the precise number of
8 Proposed Class members has not been determined at this time, Plaintiff is informed and believes
9 that Defendant currently employ, and during the relevant time periods employed over 50 members
10 of the Proposed Class.

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

14 **B. COMMONALITY**

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

18 a. Whether Defendant failed to pay wages and/or overtime compensation as
19 required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, 1194.2, and 1199;

20 b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 5-
21 2001 or other applicable IWC Wage Orders by failing to inform Plaintiff and the Proposed Class
22 of their right to take meal periods and by failing to provide required meal periods throughout the
23 term of employment and/or failing to compensate said employees one (1) hour of wages at their
24 regular rate of compensation in lieu of meal periods;

25 c. Whether Defendant violated Labor Code § 2802 and/or Wage Order 5-2001
26 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the cost
27 of using their personal cell phones;

28 d. Whether Defendant violated Labor Code § 226(a) by failing to provide

1 accurate itemized wage statements that accurately report the total hours worked and the applicable
2 rates for all hours worked and the corresponding number of hours worked at each hourly rate by
3 the employee and meal period premiums;

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

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

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

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

13 **C. TYPICALITY**

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

18 **D. ADEQUACY OF REPRESENTATION**

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

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

23 **E. SUPERIORITY OF CLASS ACTION**

24 42. A class action is superior to other available means for the fair and efficient
25 adjudication of this controversy. Individual joinder of all Proposed Class members is not
26 practicable, and questions of law and fact common to the Proposed Class predominate over any
27 questions affecting only individual members of the Proposed Class. Each member of the Proposed
28 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or

1 practice of failing to pay all wages due, failing to provide meal periods, failing to reimburse
2 expenses, failing to provide accurate itemized wage statements, and failing to pay all wages upon
3 resignation or termination.

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

8 **VI.**

9 **FIRST CAUSE OF ACTION**

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

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

12 **LABOR CODE §§ 510, 1194, AND 1199**

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

15 45. Labor Code §§ 1194 and 1199 require an employer to pay its employees the legal
16 minimum wage and the legal overtime compensation applicable. Labor Code § 510(a) states that
17 eight (8) hours of labor constitutes a day's work and any work in excess of eight (8) hours in one
18 workday and any work in excess of forty (40) hours in any one workweek must be compensated
19 at the rate of no less than one and one-half times the regular rate of pay for an employee. Any
20 work in excess of twelve (12) hours in one day shall be compensated at the rate of no less than
21 twice the regular rate of pay. California law also requires that any compensation, including bonus
22 and premium pay, must be included in the regular rate of pay for the purposes of determining the
23 correct overtime and double-time rates.

24 46. Plaintiff and the Proposed Class were forced to work on a regular and consistent
25 basis without receiving compensation for all hours worked at proper overtime rate when they were
26 working more than eight (8) hours in one day or forty (40) hours in one week.

27 47. Plaintiff and the Proposed Class were not properly compensated at the appropriate
28 overtime rate of pay because Defendant failed to include bonus and premium pay when calculating

1 Plaintiff and all Proposed Class member's regular rate for the purpose of determining the correct
2 overtime rate in pay periods where they were paid bonus and/or premium pay and were also paid
3 overtime. As such, Plaintiff and the Proposed Class were paid at a regular rate less than the rate
4 required under California law for all work in excess of eight (8) hours in a workday and/or forty
5 (40) hours in a workweek.

6 48. By their policy of failing to include premium pay when calculating the regular rate
7 of pay, Defendant willfully violated the provisions of Labor Code §§ 510, 1194, 1194.2, and 1199.

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

12 **VII.**

13 **SECOND CAUSE OF ACTION**

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

15 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

16 **LABOR CODE § 226.7 AND LABOR CODE § 512**

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

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

23 52. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of
24 these rights.

25 53. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.
26 Defendant failed to provide Plaintiff and the Proposed Class with proper meal periods of not less
27 than thirty (30) minutes within the first five (5) hours of work as required by the Labor Code during
28 the relevant time period.

54. Defendant has had a consistent policy of failing to pay Plaintiff and the Proposed Class one (1) hour of pay at the employees' regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift. 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, when meal period premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the appropriate blended rate in violation of Labor Code §§ 226.7 and 512.

55. 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 meal break, per day in a sum to be proven at trial.

VIII.

THIRD CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO REIMBURSE EXPENSES PURSUANT TO

LABOR CODE § 2802

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

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

58. Plaintiff and the Proposed Class were required to use their personal cell phones as a necessary part of their jobs. Defendant required that Plaintiff and the Proposed Class members be available by cell phone and answer/use their cell phones while working and this was necessary to perform their job duties.

59. These cell phones were not provided by Defendant, and Defendant failed to

1 reimburse Plaintiff and the Proposed Class members for the costs associated with using these
2 personal cell phones in violation of Labor Code §2802

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

6 **IX.**

7 **FOURTH CAUSE OF ACTION**

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

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

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

12 62. Labor Code §226(a) requires employers to furnish accurate itemized wage
13 statements in writing that show total hours worked by the employee and all applicable hourly rates
14 in effect during the pay period and the corresponding number of hours worked at each hourly rate
15 by the employee. (Labor Code §§ 226(a)(2) and (9) respectively.)

16 63. Defendant furnishes Plaintiff and the Proposed Class members itemized wage
17 statements that do not accurately show total hours worked or all applicable hourly rates in effect
18 during the pay period and the corresponding number of hours worked at each hourly rate in
19 violation of the Labor Code.

20 64. Further, Plaintiff and the Proposed Class are furnished wage statements that do not
21 include meal period premiums as a result of the claims alleged above and when they do, they are
22 not at the accurate rate based upon Defendant's failure to blend.

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

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

1 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
2 reasonable attorneys' fees.

3 **X.**

4 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

20 **XI.**

21 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

XII.

SEVENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.

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

82. As a result of the acts alleged above and specifically incorporated herein, Plaintiff seeks penalties under Labor Code §2699, *et seq.* because of Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802; Wage Order 5-2001; and California Code of Regulations, Title 8, Section 11050, which call for civil penalties.

83. 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.

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

85. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the LWDA¹ and mailed a letter by certified mail to Defendant's entity address, which is 29541 Rolling Oak Dr Tehachapi, CA 93561, as proscribed by the Code on November 19, 2021, describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194,

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>).

1 1194.2, 1199, 2802, and IWC Wage Order 5-2001. (*see* Exhibit “1.”) Plaintiff also mailed his
2 notice letter by certified mail to John Linford, the listed Agent for Service of Process for Defendant
3 on the California Secretary of State website² on November 19, 2021. (*see also* Exhibit “1”.)
4 Plaintiff obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see*
5 Exhibit “2”).

6 86. As no letter evidencing the LWDA’s intention to investigate was received by
7 Plaintiff’s Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil
8 action as though the LWDA had not chosen to investigate pursuant to Labor Code
9 §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First
10 Amended Class and Representative Action Complaint immediately.

11 **RELIEF REQUESTED**

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

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

16 2. For compensatory damages in the amount of Plaintiff’s and each Proposed Class
17 members’ hourly wage for each meal period missed or taken late from at least four (4) years prior
18 to the filing of this action to the present as may be proven;

19 3. For compensatory damages in the amount of Plaintiff’s and each Proposed Class
20 members’ unreimbursed out of pocket expenses as a requirement of employment;

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

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

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

28 ² <https://businesssearch.sos.ca.gov/>

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 and/or
3 overtime, meal periods, unreimbursed expenses, accurate itemized wage statements, and wages
4 upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512,
5 1194, 1194.2, 1199, 2802, and IWC 5-2001;

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, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802, and IWC Wage Order
10 5-2001;

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 his claims by jury to the extent authorized by law.

16 DATED: January 24, 2022

KINGSLEY & KINGSLEY, APC

17 By: _____

18 Kelsey M. Szamet
19 Attorneys for Plaintiff and the Proposed Class
20
21
22
23
24
25
26
27
28

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

November 19, 2021

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

BEAR VALLEY SPRINGS ASSOCIATION
29541 Rolling Oak Dr
Tehachapi, CA 93561
Via Certified Mailing No.: 7020 0640 0002 1439 7830

BEAR VALLEY SPRINGS ASSOCIATION
c/o Agent for Service of Process
John Linford
200 New Stine Rd Ste 171
Bakersfield, CA 93309
Via Certified Mailing No.: 7020 0640 0002 1439 7847

Re: BEAU LANINOVICH v. BEAR VALLEY SPRINGS ASSOCIATION
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents BEAU LANINOVICH (“Plaintiff”) and a proposed group of current and former employees working for BEAR VALLEY SPRINGS ASSOCIATION (“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 non-exempt employees who are employed or have been employed by BEAR VALLEY SPRINGS ASSOCIATION, 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

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

November 19, 2021

Page 2 of 4

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 16 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, 1194.2, and 1199. Labor Code §§ 1194 and 1199 require an employer to pay its employees the legal minimum wage and the legal overtime compensation applicable. Labor Code § 510(a) states that eight (8) hours of labor constitutes a day’s work and any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek must be compensated at the rate of no less than one and one-half times the *regular rate of pay* for an employee. Any work in excess of twelve (12) hours in one day shall be compensated at the rate of no less than twice the *regular rate of pay*. California law also requires that any compensation, including bonus and premium pay, must be included in the regular rate of pay for the purpose of determining the correct overtime and double-time rates.

Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Plaintiff and the aggrieved employees were not properly compensated at the appropriate rate of pay because Defendant failed to include Plaintiff’s and the aggrieved employees’ bonus and premium pay when calculating their regular rate for the purpose of determining the correct overtime rate in pay periods where they were paid bonus and/or premium pay and were also paid overtime. As such, Plaintiff and the aggrieved employees were paid at a regular rate less than the rate required under California law.

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 failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. In addition, Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the aggrieved employees timely and 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 complaint meal period was not provided. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee’s base hourly rate. Here,

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

November 19, 2021

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when meal period premiums were provided, 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.

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 furnish accurate itemized wage statements in violation of Labor Code § 226(a), which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each employee an accurate itemized statement in writing showing a number of specific items, including all hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Here, Defendant has failed to furnish accurate itemized wage statements that include all 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 under Labor Code §§ 226(a)(2) and (9). Further, Plaintiff and the aggrieved employees are issued wage statements that do not include meal premiums as a result of the claims alleged above and when they are provided, they are not provided at the accurate rate. 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, 226(a), 226.7, 510, 512, 1194, 1194.2, 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.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

November 19, 2021

Page 4 of 4

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: _____

Kelsey M. Szamet

KMS/km

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

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley & Kingsley, APC

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

Your Email Address *

service@kingsleykingsley.c

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Ste 1

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 *

Beau Laninovich

Plaintiff/Aggrieved Employee Occupation *

non-exempt employee

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select... ▼

Employer Name *

Bear Valley Springs Association

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

Employer City *

Employer State ***Employer Zip/Postal Code *****Employer Industry *****Employer Industry for "Other" *****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****Employer Name ***

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt ***Employer City *****Employer State *****Employer Zip/Postal Code *****Employer Industry *****Employer Industry for "Other" ***[Add Additional Employers](#)**Notice General Information****Estimated Number of Employees Impacted by Violations ***

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.c

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 *

[REDACTED]

Credit Card Number *

[REDACTED]

CVV Number *

[REDACTED]

Credit Card Expiration Month *

[REDACTED]

mm

Credit Card Expiration Year *

[REDACTED]

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

Choose File LWDA Letter - ...sociation.pdf

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

Choose File No file chosen

[Add Another Attachment](#)

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

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

☒ **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: Friday, November 19, 2021 12:58 PM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

External Email!

11/19/2021

LWDA Case No. LWDA-CM-852953-21

Law Firm : Kingsley & Kingsley, APC

Plaintiff Name : Beau Laninovich

Employer: Bear Valley Springs Association 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%7Cab3d7eb418c8418d4ba408d9ab9f5203%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C0%7C0%7C637729523045025378%7CUnknown%7CTWFpbGZsb3d8eyJWlloiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikl1haWwiLCJXVCi6Mn0%3D%7C3000&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Friday, November 19, 2021 12:59 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-852953-21

Order Number: ORD-000143253

Total:\$75.00

Card Type: XXXXXXXXXX

Date: 11/19/2021

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436