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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

CLIFFORD LOWRIE, an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

ALL SYSTEMS ELECTRICAL, INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. S-CV-0047782

**[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 Provide Rest Breaks Pursuant to Labor Code § 226.7
4. Violation of Labor Code § 2802
5. Violation of Labor Code § 226(a)
6. Penalties Pursuant to Labor Code § 203
7. Violation of Business & Professions Code § 17200
8. Penalties Pursuant to Labor Code § 2699, et seq.

1 Plaintiff CLIFFORD LOWRIE, an individual, on behalf of himself, all others similarly
2 situated, and as an “aggrieved employee” under Labor Code Private Attorneys General Act of
3 2004, §2699, *et seq.* (hereafter “PAGA”), complains of Defendant ALL SYSTEMS
4 ELECTRICAL, INC. (“Defendant”) and each of them, as follows:

5 **I.**

6 **INTRODUCTION**

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

9 All non-exempt employees who are employed or have been
10 employed by ALL SYSTEMS ELECTRICAL, INC., in the State of
11 California who worked one or more pay periods since four (4) years
12 prior to the filing of this action to the present plus any additional
13 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’.
14 (“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
by the number of days in which this tolling was in effect.

22 3. From at least four (4) years prior to the filing of this action continuing to the present,
23 Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class
24 members. Plaintiff and Proposed Class members were not properly compensated for all hours
25 worked because Defendant failed to pay Plaintiff and the Proposed Class for each and every hour
26 worked. Plaintiff and members of the Proposed Class were routinely required to work “off the
27 clock” and perform compensable activities prior to the start of their scheduled shifts, but are not
28 compensated for this time. As such, Defendant fails to pay Plaintiff and the Proposed Class for

each and every hour worked.

4. From at least four (4) years prior to the filing of this action and continuing to the present, Defendant has violated Labor Code §§ 226.7 and 512 by failing 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 employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift, was not provided in full, or was not provided at all. Pursuant to *Ferra v. Loews Hollywood Hotel, LLC*¹ and Labor Code §§ 226.7 and 512, Defendant also has had a consistent policy of failing to pay meal period premiums at the blended rate when meal period premiums are provided in violation of California law.

5. 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 rest periods and failed to provide compliant rest periods. 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 are required to work four hour increments (or major fractions thereof) without being provided with a ten (10) minute uninterrupted rest period. Further, 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 in violation of *Ferra* and Labor Code § 226.7. As with meal periods, when rest premiums are provided, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate.

6. From at least four (4) years prior to the filing of this action and continuing to the present, Plaintiff and the Proposed Class members were required to incur substantial expenses in direct consequent of the discharge of their duties for Defendant without reimbursement.

¹ 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.

Specifically, Defendant has failed to reimburse Plaintiff and the Proposed Class the cost of using their personal cell phones for business related purposes. Defendant required that Plaintiff and the Proposed Class members be available by cell phone and answer/use their cell phones to communicate with other employees and vendors while working, including after their scheduled shifts have ended. This was necessary to perform their job duties. These cell phones were not provided by Defendant and Defendant failed to reimburse Plaintiff and the Proposed Class members for the costs associated with using their personal cell phones.

7. For at least one (1) year prior to the filing of this action and continuing to the present, Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 16-2001 and Labor Code § 226(a) by failing to provide Plaintiff and the Proposed Class accurate itemized wage statements in writing showing the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Further, Defendant issues Plaintiff and members of the Proposed Class wage statements that do not accurately show meal and rest premiums as a result of the claims alleged above and when they are provided, they are not provided at the proper rate.

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

9. Plaintiff, on behalf of himself and all Proposed Class members brings this action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802; Wage Order 16-2001; and California Code of Regulations, Title 8, Section 11160, seeking unpaid wages/overtime, meal and rest period penalties, accurate itemized wage statements, unreimbursed expenses, all wages due upon termination, other penalties, injunctive and other equitable relief, and reasonable attorneys’ fees and costs.

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

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

1 and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to
2 PAGA and continuing to the present, and as extended by Emergency Rule 9 referenced in
3 paragraph 2 above, Defendant has violated Labor Code provisions, as detailed below, giving rise
4 to a claim pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved employees presently
5 or formerly employed by Defendant during the liability period as defined in his PAGA notice
6 letter, brings this representative action pursuant to Labor Code §2699, et seq. seeking penalties for
7 Defendant’s violation of Labor Code Sections 201, 202, 203, 226(a), 226.7, 510, 512, 1194,
8 1194.2, 1199, and 2802. A true and correct copy of Plaintiff’s notice letter is attached hereto as
9 Exhibit “1”.

10 **II.**

11 **JURISDICTION AND VENUE**

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

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

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

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

1 require substantial post judgment judicial supervision.

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

4 **III.**

5 **PARTIES**

6 **A. PLAINTIFF**

7 17. Plaintiff CLIFFORD LOWRIE is a resident of California.

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

- 9 a. Work without being paid for all hours at the appropriate rate;
10 b. Work without being provided compliant meal periods;
11 c. Work without being provided compliant rest periods;
12 d. Work without being reimbursed for necessary business-related expenses;

13 and,

- 14 e. Work without being provided accurate itemized wage statements.

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

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

19 21. Plaintiff and all aggrieved employees, as defined in his notice letter to the LWDA,
20 are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code
21 §2699(c).)

22 **B. DEFENDANTS**

23 22. Defendant ALL SYSTEMS ELECTRICAL, INC. is believed to be a California
24 corporation operating within the State of California. Defendant’s corporate address is believed to
25 be 1203 W. Sunset Blvd Rocklin, CA 95765. Upon information and belief, Defendant employed
26 Plaintiff and similarly situated persons as hourly employees within California. Defendant has done
27 and does business throughout the State of California.

28 23. 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.

24. 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.

25. 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

26. 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 and are paid on an hourly basis.

27. Upon information and belief, Plaintiff and the Proposed Class are covered by California Industrial Welfare Commission Occupational Wage Order No. 16-2001 (Title 8 Cal. Code of Regs. § 11160).

28. On a regular and consistent basis, Plaintiff and the Proposed Class were not paid all wages at the proper rate of pay. Plaintiff and Proposed Class members were not properly compensated for all hours worked due to the fact that Defendant required Plaintiff and Proposed Class members to perform compensable activities while “off the clock” for which no pay was

provided. Specifically, Plaintiff and members of the Proposed Class are required to arrive approximately one (1) hour prior to the start of their scheduled shift to complete any unfinished work from the previous workday. Plaintiff and the Proposed Class members are not paid any wages for this time worked.

29. Plaintiff and all Proposed Class members have been forced by Defendant to work over five (5) hours in one day without being provided a compliant 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, not provided in full, 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 compliant meal periods by way of a lawful policy. Plaintiff and the Proposed Class were not compensated with one (1) hour of wages at the regular rate of compensation for each missed meal period as required. Further, when meal period premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of *Ferra* and Labor Code §§ 226.7 and 512.

30. Defendant failed to provide Plaintiff and the Proposed Class members with compliant 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 Proposed Class of this right. 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 uninterrupted rest periods. Further, 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. As with meal periods, when rest premiums are provided, Defendant also has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of *Ferra* and Labor Code §§ 226.7.

31. Defendant failed to reimburse Plaintiff and the Proposed Class the cost of using their personal cell phones for business related purposes. Defendant required Plaintiff and the Proposed Class to be available by cell phone and answer/use their cell phones to communicate

1 with other employees and vendors while working, including after their scheduled shifts have
2 ended, to perform their job duties. Despite being required, these cell phones were not provided by
3 Defendant and Defendant failed to reimburse Plaintiff and the Proposed Class for the costs
4 associated with using their personal cell phones.

5 32. Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 16-2001(7) and Labor Code § 226(a) by failing to provide accurate itemized
6 statements that include the total hours worked and all applicable hourly rates in effect during the
7 pay period and the corresponding number of hours worked at each hourly rate for Plaintiff and the
8 Proposed Class. Further, Defendant failed to issue Plaintiff and the Proposed Class accurate
9 itemized wage statements that accurately include meal and rest premiums as a result of the claims
10 alleged above and when they are provided, they are not provided at the accurate rate.

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

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

15 V.

16 CLASS ACTION ALLEGATIONS

17 35. Plaintiff brings this action on behalf of himself and all others similarly situated as
18 a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a
19 proposed class composed of and defined as follows:
20

21 All non-exempt employees who are employed or have been
22 employed by ALL SYSTEMS ELECTRICAL, INC., in the State of
23 California who worked one or more pay periods since four (4) years
24 prior to the filing of this action to the present plus any additional
25 time during which the statutes of limitation for the causes of action
26 herein were tolled pursuant to Emergency Rule 9 of the California
27 Rules of Court, the ‘Emergency Rules Related to COVID-19’.
28 (“Proposed Class”)

36. 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
limitation to particular issues.

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

A. NUMEROSITY

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

39. 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

40. 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 and/or overtime compensation at the appropriate rate for all hours worked as required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, 1194.2, and 1199;

b. Whether Defendant violated Labor Code §§ 226.7 and 512 and IWC Wage Order 16-2001 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 16-2001 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 § 2802 by failing to reimburse

1 Plaintiff and the Proposed Class out of pocket expenses for the cost of personal cell phones;

2 e. Whether Defendant violated Labor Code § 226(a) and Wage Order 16-2001
3 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11160 by failing to
4 provide accurate itemized wage statements to Plaintiff and the members of the Proposed Class;

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

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

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

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

14 **C. TYPICALITY**

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

19 **D. ADEQUACY OF REPRESENTATION**

20 42. Plaintiff will fairly and adequately represent and protect the interests of the
21 members of the Proposed Class.

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

24 **E. SUPERIORITY OF CLASS ACTION**

25 44. A class action is superior to other available means for the fair and efficient
26 adjudication of this controversy. Individual joinder of all Proposed Class members is not
27 practicable, and questions of law and fact common to the Proposed Class predominate over any
28 questions affecting only individual members of the Proposed Class. Each member of the Proposed

1 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or
2 practice of failing to pay all wages due, failing to provide meal and rest periods, failing to
3 reimburse business-related expenses, failing to provide accurate itemized wage statements, and
4 failing to pay all wages upon resignation or termination.

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

9 **VI.**

10 **FIRST CAUSE OF ACTION**

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

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

13 **LABOR CODE §§ 510, 1194, 1194.2, AND 1199**

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

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

20 48. Plaintiff and the Proposed Class were forced to work on a regular and consistent
21 basis without receiving compensation for all hours worked at the proper rate. Plaintiff and
22 Proposed Class members were not properly compensated for all hours worked due to the fact that
23 Defendant required Plaintiff and Proposed Class members to perform compensable activities while
24 "off the clock" for which no pay was provided. Specifically, Plaintiff and members of the
25 Proposed Class are required to arrive approximately one (1) hour prior to the start of their
26 scheduled shift to complete any unfinished work from the previous workday. Plaintiff and
27 Proposed Class members are not paid any wages for this time worked. Defendant has a policy and
28 practice of not paying for hours worked over 40 in one week despite being required to perform

1 compensable activities while “off the clock”. Defendant thus fails to pay Plaintiff and the Proposed
2 Class members for each and every hour worked.

3 49. By their policy of requiring Plaintiff and members of the Proposed Class to work
4 without being paid all wages at their appropriate regular rate of pay and to work in excess of eight
5 (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the
6 rate of one-half (1 ½) their regular rate of pay, Defendant willfully violated the provisions of Labor
7 Code §§ 510, 1194, 1194.2, and 1199.

8 50. 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 51. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
18 by reference all previous paragraphs.

19 52. 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 53. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of
24 these rights.

25 54. 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 as required by the Labor Code during the relevant time period.

28 55. Defendant has had a consistent policy of failing to pay Plaintiff and the Proposed

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

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

13 **VIII.**

14 **THIRD CAUSE OF ACTION**

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

16 **FAILURE TO PROVIDE REST PERIODS PURSUANT TO**

17 **LABOR CODE § 226.7**

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

20 58. Labor Code § 226.7 and IWC Wage Order 16 require an employer to provide rest
21 periods or to pay an additional one (1) hour of wages for each rest period the employer fails to
22 provide. Employees are entitled to a ten (10) minute rest break for every four (4) hours worked or
23 major fraction thereof.

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

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

1 increments (or major fractions thereof) without being provided with compliant ten (10) minute
2 uninterrupted rest periods.

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

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

11 **IX.**

12 **FOURTH CAUSE OF ACTION**

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

14 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO**

15 **LABOR CODE § 2802**

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

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

20 65. Plaintiff and the Proposed Class members were required to incur substantial
21 expenses in direct consequent of the discharge of their duties for Defendant without
22 reimbursement.

23 66. On a regular and consistent basis, Defendant has failed to reimburse Plaintiff and
24 the Proposed Class for the cost of using their personal cell phones for business related purposes.
25 Defendant required that Plaintiff and the Proposed Class be available by cell phone and answer/use
26 their cell phones to communicate with other employees and vendors while working, including after
27 their scheduled shifts have ended, as necessary to perform their job duties.

28 67. These cell phones were not provided by Defendant and Defendant failed to

1 reimburse Plaintiff and the Proposed Class for the costs associated with using their personal cell
2 phones.

3 68. 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 **X.**

7 **FIFTH CAUSE OF ACTION**

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

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

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

12 70. California Labor Code § 226(a) requires employers to furnish accurate itemized
13 wage statements that show the 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).)

16 71. Here, Defendant has failed to furnish accurate itemized wage statements that show
17 the total hours worked by the employee under Labor Code § 226(a)(2) and all applicable hourly
18 rates in effect during the pay period and the corresponding number of hours worked at each hourly
19 rate by the employee under Labor Code § 226(a)(9).

20 72. Further, Plaintiff and the Proposed Class members are issued wage statements that
21 do not accurately show meal and rest premiums as a result of the claims alleged above and when
22 they are provided, they are not provided at the proper rate.

23 73. 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 74. 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 **XI.**

4 **SIXTH CAUSE OF ACTION**

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

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

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

9 76. 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 77. 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 78. 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.

18 79. Pursuant to the provisions of Labor Code § 203, Plaintiff and the Proposed Class
19 are entitled to a penalty in the amount of Plaintiff's and the Proposed Class members' daily wage
20 multiplied by thirty (30) days.

21 **XII.**

22 **SEVENTH CAUSE OF ACTION**

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

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

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

27 81. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself,
28 on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to

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

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

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

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

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

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

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

28 88. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and

1 others similarly situated have been damaged in a sum as may be proven.

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

9 **XIII.**

10 **EIGHTH CAUSE OF ACTION**

11 **PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.**

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

14 91. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
15 seeks penalties under Labor Code §2699, *et seq.* use of Defendant's violation of Labor Code §§
16 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802; Wage Order 6-2001; and
17 California Code of Regulations, Title 8, Section 11160, which call for civil penalties.

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

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

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

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

24 94. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the
25 LWDA² and mailed a letter by certified mail to Defendant's entity address, which is 1203 W.
26 Sunset Blvd Rocklin, CA 95765, as proscribed by the Code on December 22, 2021, describing

27 ² Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California
28 Labor and Workforce Development Agency / Department of Industrial Relations website
(<https://dir.tfaforms.net/308>).

1 Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194,
2 1194.2, 1199, and 2802. (see Exhibit "1".) Plaintiff also mailed his notice letter by certified mail
3 to Corporation Service Company Which Will Do Business in California as CSC – Lawyers
4 Incorporating Service, the listed Agent for Service of Process for Defendant on the California
5 Secretary of State website³ on December 22, 2021. (see also Exhibit "1".) Plaintiff obtained an e-
6 filing confirmation from the LWDA confirming receipt of the notice and a signed green return
7 receipt from Defendant indicating that it also received Plaintiff's notice letter, true and correct
8 copies of which are attached hereto as Exhibit "2" and Exhibit "3", respectively.

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

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

15 **RELIEF REQUESTED**

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

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

20 2. For liquidated damages in the amount of unpaid minimum wages not paid to
21 Plaintiff and each Proposed Class member from at least four (4) years prior to the filing of this
22 action to the present as may be proven;

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

27 4. For compensatory damages in the amount of Plaintiff's and each Proposed Class
28

³ <https://businesssearch.sos.ca.gov/>

members' hourly wage at the appropriate regular rate of compensation for each rest period that Defendant failed to provide from at least four (4) years prior to the filing of this action to the present as may be proven;

5. For compensatory damages in the amount of Plaintiff's and each Proposed Class Members' unreimbursed out of pocket expenses as a requirement of employment;

6. 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);

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

8. An award of prejudgment and post judgment interest;

9. An order enjoining Defendant and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or overtime, meal and rest periods, reimbursement of expenses, accurate itemized wage statements, and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199, 1194.2, 2802, and IWC 16-2001;

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

11. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199, 1194.2, 2802, and Wage Order 6-2001;

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

13. An award of attorneys' fees; and

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

DEMAND FOR JURY TRIAL

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

1 DATED: April 29, 2022

KINGSLEY & KINGSLEY, APC

2
3 By: _____

Kelsey M. Szamet

Liane Katzenstein Ly

Attorneys for Plaintiff CLIFFORD LOWRIE and the
Proposed Class

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

December 22, 2021

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

ALL SYSTEMS ELECTRICAL, INC.
1203 W. Sunset Blvd
Rocklin, CA 95765
Via USPS Certified Mailing #7020 0640 0002 1439 8103

ALL SYSTEMS ELECTRICAL, INC.
c/o Agent for Service of Process
Corporation Service Company Which Will Do Business
In California As CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833
Via USPS Certified Mailing # 7020 0640 0002 1439 8110

Re: CLIFFORD LOWRIE v. ALL SYSTEMS ELECTRICAL, INC.
California Labor Code § 2699 Penalties

Gentlepersons:

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

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All non-exempt employees who are employed or have been employed by ALL SYSTEMS ELECTRICAL, INC., in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency Rules Related to COVID-19’. (“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,

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

December 22, 2021

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adopted effective April 6, 2020, which provides that the statutes of limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020 [“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”] Any reference to the relevant time period or statute of limitations referenced in this letter is extended into the past by the number of days in which this tolling was in effect.

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees.

Plaintiff and other aggrieved employees were not properly compensated for all hours worked at the appropriate regular rate of pay and were not paid for all overtime hours worked at the proper overtime rate when they were working more than eight (8) hours in one day or forty (40) hours in one week. Plaintiff and all aggrieved employees were not properly compensated for all hours worked due to the fact that Defendant required Plaintiff and all aggrieved employees to perform compensable activities while “off the clock” for which no pay was provided. Specifically, Plaintiff and other aggrieved employees are required to arrive approximately one (1) hour prior to the start of their scheduled shift to complete any unfinished work from the previous workday. Plaintiff and the aggrieved employees are not paid any wages for this time worked. Defendant has a policy and practice of not paying for hours worked over 40 in one week despite being required to perform compensable activities while “off the clock”. As such, Defendant fails to pay Plaintiff and the aggrieved employees for each and every hour worked.

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 failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide compliant meal periods. In addition, Defendant 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 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, when meal period premiums are 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.

Pursuant to Labor Code § 226.7 and Wage Order 16-2001, 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 uninterrupted 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. As with meal periods, when rest premiums are provided, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7.

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties. Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of using their personal cell phones for business related purposes. Specifically, Defendant required that Plaintiff and the aggrieved employees be available by cell phone and answer/use their cell phones to communicate with other employees and vendors while working, including after their scheduled shifts have ended, 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 employee an accurate itemized statement in writing showing a number of specific items, including total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Here, Defendant has failed to furnish accurate itemized wage statements that show total hours worked by the employee, in violation of Labor Code § 226(a)(2), and all applicable hourly rates in effect during the pay period and the corresponding number of hours

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

December 22, 2021

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worked at each hourly rate by the employee, in violation of Labor Code § 226(a)(9). Further, Plaintiff and the aggrieved employees are issued wage statements that do not accurately show meal and rest premiums as a result of the claims alleged above and when they are provided, they are not provided at the proper 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.

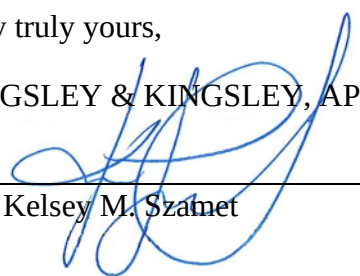
Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

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.

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 *

Clifford Lowrie

Plaintiff/Aggrieved Employee Occupation *

Laborer

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select... ▼

Employer Name *

All Systems Electrical, Inc.

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., Ste 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) *

 LWDA Letter - ...ical, Inc..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: Wednesday, December 22, 2021 9:21 AM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

External Email!

12/22/2021

LWDA Case No. LWDA-CM-858772-21
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : Clifford Lowrie
Employer: All Systems Electrical, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=04%7C01%7CKimberly%40kingsleykingsley.com%7C1a61335cff674e7f927208d9c56f61f2%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C0%7C0%7C637757904456898029%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCi6Mn0%3D%7C3000&sdata=KCDfvSiZSenzKAxspX8xJkpcOxz3rEm4SDT5aIJN7Mk%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, December 22, 2021 9:21 AM
To: Service Email
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-858772-21

Order Number: ORD-000146759

Total:\$75.00

Card Type: XXXXXXXXXX

Date: 12/22/2021

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Ste 1200

Encino, California

91436

EXHIBIT "3"

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
ALL SYSTEMS ELECTRICAL, INC.
1203 W. Sunset Blvd
Rocklin, CA 95765



9590 9402 7019 1225 1720 41

2. Article Number (Transfer from service label)

7020 0640 0002 1439 8103

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

EB

☒ Agent

☐ Addressee

B. Received by (Printed Name)

Bill R. K. Co. A

C. Date of Delivery

12-27-21

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®

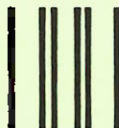
☐ Registered Mail™

☐ Registered Mail Restricted
Delivery

☐ Signature Confirmation™

☐ Signature Confirmation
Restricted Delivery

USPS TRACKING #



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

9590 9402 7019 1225 1720 41

United States
Postal Service

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

KINGSLEY & KINGSLEY

A PROFESSIONAL CORPORATION
CITY NATIONAL BANK BUILDING
16133 VENTURA BOULEVARD, SUITE 1200
ENCINO, CALIFORNIA 91436

PAGA LETTER
ALL SYSTEMS ELECTRICAL, INC.



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:

ALL SYSTEMS ELECTRICAL, INC.
c/o Agent for Service of Process
Corporation Service Company Which Will
Do Business In California As CSC - Lawyers
Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833



9590 9402 7019 1225 1720 58

2. Article Number (Transfer from service label)

7020 0640 0002 1439 8110

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

USPS TRACKING #



9590 9402 7019 1225 1720 58

United States
Postal Service

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

KINGSLEY & KINGSLEY
A PROFESSIONAL CORPORATION
CITY NATIONAL BANK BUILDING
16133 VENTURA BOULEVARD, SUITE 1200
ENCINO, CALIFORNIA 91436

PAGA LETTER
L SYSTEMS ELECTRICAL, INC.

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

