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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ALEJANDRO RIVERA RAMIREZ and
MATILDE VALENCIA, as individuals,
on behalf of themselves and others
similarly situated,

PLAINTIFFS,

v.

S&E GOURMET CUTS, INC.; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. CIVSB2201247

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

**SECOND AMENDED
REPRESENTATIVE ACTION
COMPLAINT**

1. Penalties Pursuant to Labor Code §2699,
et seq.

1 Plaintiffs ALEJANDRO RIVERA RAMIREZ and MATILDE VALENCIA, individuals,
2 on behalf of themselves and the State of California and as an “aggrieved employee” under the
3 Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.* (hereafter “PAGA”), complains
4 of Defendant S&E GOURMET CUTS, INC. (“Defendant”) and each of them, as follows:

5 **I.**

6 **INTRODUCTION**

7 1. This is a Representative Action, pursuant to Code of Civil Procedure § 382 and
8 Labor Code §2699, *et seq.*, on behalf of the following individuals:

9 All persons who are employed or have been employed as a non-
10 exempt employee by S&E GOURMET CUTS, INC., in the State of
11 California from January 20, 2021 continuing through to the present
12 (“Allegedly Aggrieved Employees”).

13 2. From at least one (1) year prior to the filing of this action and continuing to the
14 present, Defendant has violated Labor Code §§ 226.7 and 512 by failing to apprise Plaintiffs and
15 the Allegedly Aggrieved Employees of their rights associated with meal periods and failing to
16 provide compliant meal periods. Further, Defendant failed to pay such employees one (1) hour of
17 pay at the employees’ regular rate of compensation for each workday that the first meal period was
18 not provided within the first (5) hours of the shift, was not provided in full, or was not provided at
19 all. Pursuant to *Ferra v. Loews Hollywood Hotel, LLC*¹ and Labor Code §§ 226.7 and 512,
20 Defendant also has had a consistent policy of failing to pay meal period premiums at the blended
21 rate when meal period premiums are provided in violation of California law.

22 3. For at least one (1) year prior to the filing of this action and continuing to the
23 present, Defendant has failed to reimburse Plaintiffs and the Allegedly Aggrieved Employees for
24 business-related expenses. Defendant has failed to reimburse Plaintiffs and the Allegedly
25 Aggrieved Employees for their mileage and the cost of using their personal cell phones for business
26 purposes. These are both necessary business expenditures under California law and Defendant

27 ¹ Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California
28 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.

1 failed to reimburse the Allegedly Aggrieved Employees.

2 4. From at least one (1) year prior to the filing of this action and continuing to the
3 present, Defendant failed to apprise Plaintiffs and the Allegedly Aggrieved Employees of their
4 rights associated with rest periods and failed to provide compliant rest periods. Defendant has had
5 a consistent policy of failing to provide all required rest periods of at least ten (10) minutes per
6 four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour of
7 pay at the employee's regular rate of compensation for each workday that the rest period was not
8 provided, as required by California state wage and hour laws.

9 5. From at least one (1) year prior to the filing of this action continuing to the present,
10 Defendant has had a consistent policy of failing to pay wages and/or overtime to the Allegedly
11 Aggrieved Employees. Plaintiffs and the Allegedly Aggrieved Employees were not properly
12 compensated for all hours worked because Defendant failed to pay Plaintiffs and the Allegedly
13 Aggrieved Employees for each and every hour worked. Plaintiff and the Allegedly Aggrieved
14 Employees were required to routinely work "off the clock" and performed compensable activities
15 during their meal periods but are not compensated for this time. As such, Plaintiffs and the
16 Allegedly Aggrieved Employees were not paid for each and every hour worked in violation of
17 California law.

18 6. From at least one (1) year prior to the filing of this action to the present, Defendant
19 has had a consistent policy of failing to pay minimum wages to Plaintiffs and the Allegedly
20 Aggrieved Employees. Plaintiffs and the Allegedly Aggrieved Employees were forced to work on
21 a regular and consistent basis without receiving compensation for all hours worked, despite
22 performing compensable activities, and as a result, were paid at a pay rate that fell below the
23 minimum wage rate in violation of California law.

24 7. For at least one (1) year prior to the filing of this action continuing to the present,
25 Defendant has failed to comply with Labor Code § 226(a). Plaintiffs and the Allegedly Aggrieved
26 Employees are issued wage statements in violation of Labor Code §226(a)(2) and do not accurately
27 show the number of total hours worked at each applicable hourly rate in effect during the pay
28 period and the corresponding number of hours worked at each hourly rate by Plaintiffs and the

1 Allegedly Aggrieved Employees in violation of Labor Code §226(a)(9). Further, Plaintiffs and the
2 Allegedly Aggrieved Employees are issued wage statements that do not include meal premiums
3 as a result of the claims alleged above and when they do, they are not the accurate rate. Moreover,
4 Defendant's wage statements also failed to provide the amount of supplemental COVID-19 paid
5 sick leave taken and available on the wage statements, all in violation of Labor Code §§226, 248.1,
6 and 248.5, et seq.

7 8. For at least one (1) year prior to the filing of this action continuing to the present,
8 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiffs and
9 the Allegedly Aggrieved Employees.

10 9. Plaintiffs, on behalf of themselves and the Allegedly Aggrieved Employees
11 presently or formerly employed by Defendant during the liability period, bring this representative
12 action pursuant to Labor Code 2699, et seq. seeking penalties for Defendant's violation of Labor
13 Code §§ 201, 202, 203, 226(a), 226.7, 246, 248.1, 248.2, 248.6, 510, 512, 558, 1194, 1197, 1198
14 and 2802; Wage Order 1-2001; and California Code of Regulations, Title 8, Section 11010,
15 seeking meal period penalties, unreimbursed expenses, accurate itemized wage statements, other
16 penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

17 II.

18 JURISDICTION AND VENUE

19 10. This Court has subject matter jurisdiction over all causes of action asserted herein
20 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
21 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
22 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the
23 State of California or is subject to adjudication in the courts of the State of California.

24 11. This Court has personal jurisdiction over Defendant because Defendant has caused
25 injuries in the County of San Bernardino and the State of California through their acts, and by their
26 violation of the California Labor Code, California state common law.

27 12. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
28 Civil Procedure § 395. Defendant operates within California and does business within San

1 Bernardino County. The unlawful acts alleged herein have a direct effect on Plaintiffs and all
2 Allegedly Aggrieved Employees within the State of California and the county of San Bernardino.

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

8 **III.**

9 **PARTIES**

10 **A. PLAINTIFFS**

11 14. Plaintiffs ALEJANDRO RIVERA RAMIREZ and MATILDE VALENCIA are
12 residents of California.

13 15. Plaintiffs and all current and former employees are “Aggrieved Employees” within
14 the meaning of Labor Code § 2699, et seq. (See Labor Code §2699(c).)

15 16. Plaintiffs and the Allegedly Aggrieved Employees, were regularly required to:
16 a. Work without being provided meal periods;
17 b. Work without being provided rest breaks;
18 c. Work without being paid proper wages and/or overtime;
19 d. Work without being paid minimum wage;
20 e. Work without being paid COVID-19 Supplemental Sick Leave;
21 f. Work without being reimbursed for their necessary business expenses; and,
22 g. Work without being provided itemized wage statements in writing that
23 accurately report all hours worked and the corresponding rate of pay for all hours and include
24 premiums as a result of the claims alleged above and when they do, they are not at the accurate
25 rate.

26 17. Additionally, Defendant willfully failed to compensate Plaintiffs and Allegedly
27 Aggrieved Employees for wages at the termination of their employment with Defendant.

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B. DEFENDANTS

18. Defendant S&E GOURMET CUTS, INC. is believed to be a California corporation operating within the State of California. Defendant's corporate address is believed to be 1055 E. COOLEY AVE, SAN BERNARDINO, CA 92408. Upon information and belief, Defendant employed Plaintiffs and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

19. 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 Plaintiffs, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs are informed and believe, 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. Plaintiffs 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.

20. Plaintiffs are 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 Plaintiffs and the Allegedly Aggrieved Employees.

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

IV.

FACTUAL BACKGROUND

22. Plaintiffs and the Allegedly Aggrieved Employees are, and at all times pertinent hereto, have been classified as non-exempt employees by Defendant. Defendant hires employees

1 who work as hourly employees who are paid on an hourly basis.

2 23. Upon information and belief, Plaintiffs and the Allegedly Aggrieved Employees
3 are covered by California Industrial Welfare Commission Occupational Wage Order No. 1-2001
4 (Title 8 Cal. Code of Regs. § 11010).

5 24. On a regular and consistent basis, Plaintiffs and Allegedly Aggrieved Employees
6 have been forced by Defendant to work over five (5) hours in one day without being provided a
7 compliant thirty (30) minute uninterrupted meal break and not being compensated one (1) hour of
8 pay at their regular rate of compensation for each workday that a meal period was not provided,
9 not provided in full, or provided after five (5) hours, all in violation of California labor laws,
10 regulations, and Industrial Welfare Commission Wage Orders. Defendant also failed to inform
11 Plaintiffs and Allegedly Aggrieved Employees of their right to take compliant meal periods by
12 way of a lawful policy. Plaintiffs and the Allegedly Aggrieved Employees were not compensated
13 with one (1) hour of wages at the regular rate of compensation for each missed meal period as
14 required. Further, when meal period premiums are provided, Defendant has had a consistent policy
15 of paying meal period premiums at the base rate and not the blended rate in violation of *Ferra* and
16 Labor Code §§ 226.7 and 512.

17 25. On a regular and consistent basis, Defendant has failed to provide Plaintiffs and
18 some of the Allegedly Aggrieved Employees all required rest periods of at least ten (10) minutes
19 per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour
20 of pay at the employee's regular rate of compensation for each workday that the compliant rest
21 period was not provided, as required by California state wage and hour laws. Defendant also failed
22 to inform Plaintiffs and the Allegedly Aggrieved Employees of their right to take compliant rest
23 periods by way of a lawful policy.

24 26. On a regular and consistent basis, Plaintiffs and all Allegedly Aggrieved Employees
25 were not paid at the proper rate of pay. Plaintiff and all Allegedly Aggrieved Employees were not
26 properly compensated for all hours worked at the appropriate rate of pay because Defendant
27 required them to perform compensable activities during their meal and rest periods for which no
28 pay was provided. Defendant also routinely required them to arrive to work early to check so that

1 they are prepared and ready to begin performing their duties promptly at the start of their shifts, as
2 they must be pursuant to Defendant's requirements. As such, this was time worked, but it was "off
3 the clock" because Defendant failed to compensate them for this time worked at the appropriate
4 rate of pay.

5 27. On a regular and consistent basis, Plaintiffs and all Allegedly Aggrieved Employees
6 have not been properly reimbursed for business expenses and supplies necessary for the
7 completion of their job duties. Plaintiffs and all Allegedly Aggrieved Employees have not been
8 compensated for the mileage on their personal vehicles that was incurred as a necessary part of the
9 performance of their job duties and the use of their personal cellphones that are necessary to
10 complete their jobs.

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

19 29. Defendant willfully failed to pay wages and compensation, when Plaintiffs and all
20 Allegedly Aggrieved Employees quit or were discharged. This failure was willful, without legal
21 justification, and interfered with Plaintiffs' and all Allegedly Aggrieved Employees rights.

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

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24 ///

1 V.

2 FIRST CAUSE OF ACTION

3 PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ. FOR VIOLATIONS OF
4 LABOR CODE § 201, 202, 203, 226(A), 226.7, 246, 248.1, 248.2, 248.6, 510, 512, 558, 1194,
5 1197, 1198 AND 2802

6 31. Plaintiffs, on behalf of themselves and the Allegedly Aggrieved Employees,
7 reallege and incorporates by reference all previous paragraphs.

8 32. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
9 compensation for each meal period the employer fails to provide. Employees are entitled to a first
10 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
11 first five (5) hours of the shift. Labor Code § 558 punishes employers who commit wage and hour
12 violations with civil penalties of \$50 for any initial violation and \$100 for subsequent violations.
13 Defendant failed to maintain a policy informing Plaintiff and the Allegedly Aggrieved Employees
14 of these rights. Plaintiffs and the Allegedly Aggrieved Employees consistently worked shifts over
15 five (5) hours. Defendant failed to provide Plaintiffs and all Allegedly Aggrieved Employees with
16 proper meal periods of not less than thirty (30) minutes as required by the Labor Code during the
17 relevant time period. Defendant has had a consistent policy of failing to pay Plaintiffs and all
18 Allegedly Aggrieved Employees one (1) hour of pay at the employees' regular rate of
19 compensation for each workday that the first meal period was not provided within the first (5)
20 hours of the shift. As explained above, in *Ferra*, the California Supreme Court set forth the
21 formula for calculating the one extra hour of premium pay that employees are owed if an employer
22 fails to provide a compliant meal period or rest break. Specifically, the Court held that those
23 premium payments must include the hourly value of any nondiscretionary earnings (such as a
24 nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here,
25 when meal period premiums are provided, Defendant has had a consistent policy of paying meal
26 period premiums at the base rate and not the appropriate blended rate. Thus, Plaintiff is an
27 aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code Labor
28 Code § 226.7, 512 and 558 with respect to Plaintiff and the Allegedly Aggrieved Employees.

1 33. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
2 compensation for each rest period the employer fails to provide. Employees are entitled to a paid
3 ten (10) minute rest break for every four (4) hours worked (or major fraction thereof). Defendant
4 failed to maintain an accurate policy informing Plaintiff and the Allegedly Aggrieved Employees
5 of their rights with respect to rest periods. Defendant failed to provide Plaintiff and the Allegedly
6 Aggrieved Employees with paid rest breaks of not less than ten (10) minutes for every four (4)
7 hours worked (or major fraction thereof) as required by the Labor Code during the relevant time
8 period. Defendant consistently failed to provide rest breaks for Plaintiff and some Allegedly
9 Aggrieved Employees. Plaintiff and some of the Allegedly Aggrieved Employees were not able
10 to take compliant rest periods. Plaintiff and the Allegedly Aggrieved Employees were not
11 compensated with one (1) hour of wages for each missed rest period as required by Labor Code §
12 226.7. Further, Plaintiff and the Allegedly Aggrieved Employees were not compensated with one
13 (1) hour of wages for each compliant rest period as required by Labor Code § 226.7 and *Ferra v.*
14 *Loews Hollywood Hotel, LLC*. Here, when rest period premiums are provided, Defendant has had
15 a consistent policy of paying rest period premiums at the base rate and not the blended rate in
16 violation of Labor Code §§ 226.7. Here, when rest period premiums are provided, Defendant has
17 had a consistent policy of paying rest period premiums at the base rate and not the blended rate in
18 violation of Labor Code §§ 226.7 and 512.

19 34. Labor Code §§ 510 and 1194 require an employer to compensate its employees at
20 the minimum wage rate for all hours worked and compensate its employees at the rate of no less
21 than one and one-half times the regular rate of pay for any work in excess of eight (8) hours in one
22 workday and any work in excess of forty (40) hours in any one workweek. Similarly, Labor Code
23 § 1198 provides that “the maximum hours of work and the standard conditions of labor fixed by
24 the commission shall be the maximum hours of work and the standard conditions of labor for
25 employees. The employment of any employee for longer hours than those fixed by the order or
26 under conditions of labor prohibited by the order is unlawful.” Plaintiffs and the Allegedly
27 Aggrieved Employees were required to work on a regular and consistent basis without receiving
28 compensation for all hours worked at the proper rate of pay. Specifically, Defendant failed to

1 compensate Plaintiff by requiring, permitting or suffering Plaintiff and the Allegedly Aggrieved
2 Employees to work off-the-clock, and to work through meal and rest breaks, but not compensating
3 them for this time, improperly calculating the regular rate of pay based on shift differential and
4 other remuneration, and other methods to be discovered. Plaintiffs and the Allegedly Aggrieved
5 Employees were not properly compensated for off-the-clock work. Defendant understaffs its
6 facilities. Not only has this practice resulted in widespread missed meal and rest breaks, but it has
7 also caused Plaintiff and the Allegedly Aggrieved Employees to perform work while off-the—
8 clock. Defendant has actual or constructive knowledge of this off—the-clock work and subtly
9 condone it. Plaintiff and the Allegedly Aggrieved Employees routinely arrive to work early to
10 check so that they are prepared and ready to begin performing their duties promptly at the start of
11 their shifts, as they must be pursuant to Defendant’s requirements. Defendant knows that Plaintiff
12 and other aggrieved employees perform this work of the-clock and fails to compensate for this
13 additional time.

14 35. Labor Code § 1197 states the California requirement that employees must be paid
15 at least the minimum wage fixed by the Commission or by any applicable state or local law, and
16 any payment of less than the minimum wage is unlawful. Similarly, Labor Code § 1194 entitles
17 “any employee receiving less than the legal minimum wage or the legal overtime compensation
18 applicable to the employee to recover in a civil action the unpaid balance of the full amount of this
19 minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees,
20 and costs of suit.” During the statute of limitations period, the hourly rates for Plaintiffs and the
21 Allegedly Aggrieved Employees were precisely at California minimum wage. Based on this
22 common practice, Defendant fails to pay Plaintiffs and the Allegedly Aggrieved Employees
23 minimum wages for all hours worked by requiring, permitting or suffering Plaintiff and the
24 Allegedly Aggrieved Employees to work off the clock, such as requiring them to work through
25 meal and rest breaks but not compensating them for this time, and failing to include this time in
26 all hours worked, and other methods to be discovered. Defendant’s conduct described herein
27 violates Cal. Lab. Code §§ 1194, 1197, and the applicable IWC Wage Orders. As a proximate
28 result of the aforementioned violations, Plaintiffs and the Allegedly Aggrieved Employees have

1 been damaged in an amount according to proof at trial. Therefore, Plaintiffs are aggrieved
2 employees within the meaning of PAGA and Defendant has violated Labor Code §§ 200, 203,
3 226, 558, 1194, 1197, and any other applicable law, with respect to Plaintiffs and the Allegedly
4 Aggrieved Employees.

5 36. Labor Code § 2802 provides that an employer shall indemnify his or her employee
6 for all necessary expenditures or losses incurred by the employee in direct consequence of the
7 discharge of his or her duties, or of his or her obedience to the directions of the employer, even
8 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
9 unlawful. Plaintiffs and the Allegedly Aggrieved Employees were required to use their own
10 vehicles to travel to other companies and stores to purchase parts for business-related purposes.
11 Defendant has failed to reimburse Plaintiffs and the Allegedly Aggrieved Employees for the cost
12 of mileage necessary for the performance of Plaintiffs and the Allegedly Aggrieved Employees'
13 job duties. Plaintiffs and the Allegedly Aggrieved Employees were required to use their personal
14 cell phones as a necessary part of their jobs. Defendant required that Plaintiffs and the Allegedly
15 Aggrieved Employees to be available by cell phone and answer/use their cell phones while
16 working and this was necessary to perform their job duties. Plaintiffs and the Allegedly Aggrieved
17 Employees were required to use their personal cellphones to contact customer service, technical
18 support, and other employees to fix machinery. Plaintiffs and the Allegedly Aggrieved Employees
19 were also required to use their cellphones to take pictures of parts and machinery for business-
20 related purposes. On a regular and consistent basis, Defendant contacted Plaintiffs and the
21 Allegedly Aggrieved Employees on their personal cellphone to change their schedule, ask for
22 assistance with work tasks, and follow up on the status of machines. These cell phones were not
23 provided by Defendant and Defendant failed to reimburse Plaintiffs and the Allegedly Aggrieved
24 Employees for the costs associated with using these personal cell phones necessary for the
25 performance of Plaintiffs and the Allegedly Aggrieved Employees' job duties.

26 37. Labor Code §226(a) requires employers to furnish accurate itemized wage
27 statements in writing that show total hours worked by the employee and all applicable hourly rates
28 in effect during the pay period and the corresponding number of hours worked at each hourly rate

1 by the employee. (Labor Code §§ 226(a)(2) and (9) respectively.) Defendant furnishes Plaintiffs
2 and the Allegedly Aggrieved Employees with itemized wage statements that do not accurately
3 show total hours worked or all applicable hourly rates in effect during the pay period and the
4 corresponding number of hours worked at each hourly rate. Further, Plaintiffs and the Allegedly
5 Aggrieved Employees are issued wage statements that do not include accurate meal premiums as
6 a result of the claims alleged above. Thus, Plaintiffs are aggrieved employees within the meaning
7 of PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiff and the
8 Allegedly Aggrieved Employees.

9 38. Labor Code §1174(d) requires California employers to preserve all employee
10 payroll for not less than three years and to keep records of the names and addresses of all current
11 employees. During the statute of limitations period, as part of Defendant's illegal payroll policies
12 and practices to deprive Plaintiff and the Allegedly Aggrieved Employees of all wages earned and
13 due, Defendant knowingly and intentionally failed to maintain records as required under California
14 Labor Codes § 226(a) and 1174(d). Defendants had knowledge that it was not providing its non-
15 exempt employees with proper meal and rest periods, but knowingly failed to include in the wage
16 statements one (1) extra hour of compensation for each missed meal and rest period. Defendants
17 also illegally and inaccurately recorded the time in which Plaintiff the Allegedly Aggrieved
18 Employees worked. Finally, Defendants failed to provide supplemental COVID-19 paid sick leave
19 to aggrieved employees and failed to maintain records relating to the amount of supplemental
20 COVID- 19 sick leave hours available and the number of hours taken. Thus, Plaintiffs are
21 aggrieved employees within the meaning of PAGA and Defendant has violated Labor Code
22 §226(a) with respect to Plaintiff and the Allegedly Aggrieved Employees.

23 39. Labor Code § 248.1(b)(3)(A) required employers to provide 80 hours of COVID-
24 19 Supplemental Sick Paid Leave and compensate its employees at their regular rate of pay for
25 supplemental sick leave, i.e., their highest regular rate of pay, taking into consideration non-
26 discretionary bonuses, etc. Defendant failed to provide the required 80 hours of COVID-19
27 Supplemental Paid Sick leave and compensate the Allegedly Aggrieved Employees at their regular
28 rate of pay for supplemental sick leave. Defendant also failed to provide COVID-19 Supplemental

1 Sick Leave to the Allegedly Aggrieved Employees in addition to regular sick leave, in violation
2 of California Labor Code § 248.1(b)(2)(D). Defendant also failed to accurately reflect any offset
3 and/or the current amount of COVID-19 Supplemental Sick Leave available to the Allegedly
4 Aggrieved Employees on their wage statements, in violation of California Labor Code §§
5 248.1(b)(2)(D), 248.2 and for the reasons provided herein.

6 40. Labor Code § 203 provides that “if an employer willfully fails to pay... any wages
7 of an employees who is discharged or ho quits, the wages of the employee shall continue as a
8 penalty from the due date thereof at the same rate until paid or until an action is therefore
9 commenced; but the wages shall not continue for more than 30 days.” Numerous members of the
10 Allegedly Aggrieved Employees including the Plaintiffs are no longer employed by Defendant.
11 They were either fired or quit Defendant’s employ. Defendant’s failure to pay wages, as alleged
12 above was willful in that Defendant knew wages to be due but failed to pay them, thus entitling
13 Plaintiffs and the Allegedly Aggrieved Employees to penalties under Labor Code § 203, which
14 provides that an employee’s wages shall continue as a penalty until paid for a period of up to thirty
15 (30) days from the time they were due. Defendant has failed to pay Plaintiffs and others a sum
16 certain at the time of termination or within seventy-two (72) hours of their resignation, and have
17 failed to pay those sums for thirty (30) days thereafter.

18 41. As a result of the acts alleged above, Plaintiffs seek penalties under Labor Code
19 §2699, et seq. because of Defendant’s violation of Labor Code §§ 201, 202, 203, 226(a), 226.7,
20 246, 248.1, 248.2, 248.6, 510, 512, 558, 1194, 1197, 1198, and 2802.

21 42. Under Labor Code §§2699(f)(2) and 2699.5, for each such violation, Plaintiffs and
22 the Allegedly Aggrieved Employees are entitled to penalties in an amount to be shown at the time
23 of trial subject to the following formula:

- 24 a \$100 for the initial violation per employee per pay period; and
25 b. \$200 for each subsequent violation per employee per pay period.

26 43. These penalties will be allocated 75% to the Labor Workforce Development
27 Agency and 25% to the affected employees.

28 44. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff Rivera Ramirez electronically

1 filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce
2 Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/308>),
3 describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 512,
4 and 2802 and mailed a letter by certified mail to Defendant S&E Gourmet Cuts, Inc.'s entity
5 address, which is 1055 E. Cooley Ave, San Bernardino, CA 92408, as proscribed by the Code on
6 January 20, 2022. (see Exhibit "1.") On January 24, 2022, Plaintiff Rivera Ramirez received a
7 signed green return receipt from Defendant, indicating that it received Plaintiff Rivera Ramirez's
8 notice letter. (see Exhibit "2.") Plaintiff Rivera Ramirez also obtained an e-filing confirmation
9 from the LWDA confirming receipt of the notice (see Exhibit "3").

10 45. Pursuant to Labor Code § 2699.3(a)(1), on June 17, 2022, Plaintiff Valencia
11 submitted her notice to the LWDA regarding Defendant's alleged failure to provide legally
12 compliant meal/rest periods, pay wages and/or overtime, pay minimum wages, provide COVID-
13 19 Supplemental Sick Leave, and failure to maintain required records.

14 46. As no letter evidencing the LWDA's intention to investigate was received by either
15 Plaintiffs' Counsel within sixty-five (65) calendar days, Plaintiffs are entitled to commence a civil
16 action as though the LWDA had not chosen to investigate pursuant to Labor Code
17 §2699.3(a)(2)(A).

18 **RELIEF REQUESTED**

19 **WHEREFORE**, Plaintiffs seeks judgment against S&E GOURMET CUTS, INC.; and
20 DOES 1 thru 50, inclusive, and each of them, as follows for Plaintiffs and all Allegedly Aggrieved
21 Employees:

22 a. For penalties and other relief pursuant to Labor Code §2698 et seq. for Plaintiffs
23 and the Allegedly Aggrieved Employees: Labor Code §§ 201, 202, 203, 226(a), 226.7, 246, 248.1,
24 248.2, 248.6, 510, 512, 558, 1194, 1197, 1198, and 2802.

25 b. An award of prejudgment and post judgment interest;

26 c. An award providing for payment of costs of suit;

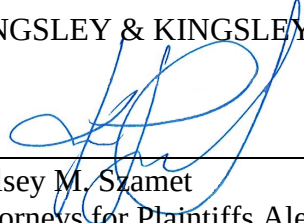
27 d. An award of attorneys' fees; and

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

1
2 DATED: September 6, 2023

KINGSLEY & KINGSLEY, APC

3
4 By:


Kelsey M. Szamet
Attorneys for Plaintiffs Alejandro Rivera Ramirez
and all aggrieved employees

5
6
7 DATED: September 6, 2023

LAW OFFICES OF SCOTT ERNEST WHEELER

8
9 By: /s/ Scott Wheeler

Scott Ernest Wheeler
Attorneys for Plaintiffs Matilde Valencia and all
aggrieved employees

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

January 20, 2022

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

S&E GOURMET CUTS, INC.
1055 E. COOLEY AVE
SAN BERNARDINO, CA 92408
Via Certified Mailing No.: 7020 0640 0002 1443 2265

S&E GOURMET CUTS, 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 Certified Mailing No.: 7020 0640 0002 1443 2272

Re: ALEJANDRO RIVERA RAMIREZ v. S&E GOURMET CUTS, INC.
California Labor Code § 2699 Penalties

Gentlepersons:

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

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as a non-exempt employee by S&E GOURMET CUTS, 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, 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

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 20, 2022

Page 2 of 3

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

Labor 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. Further, 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, 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 required Plaintiff and all aggrieved employees to travel to other companies and stores to purchase parts necessary for their job duties. Because Defendant did not provide transportation to workers so that they could travel to other companies and stores to perform work tasks, Plaintiff and the aggrieved employees were required to use their own vehicles to travel to other stores to purchase parts. Defendant did not cover the costs for mileage in violation of California law. In addition, 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. Plaintiff and the aggrieved employees were required to use their personal cellphones to contact customer service, technical support, and other employees to fix machinery. Plaintiff and the aggrieved employees were also required to use their cellphones to take pictures of parts and machinery for business-related purposes. On a regular and

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 20, 2022

Page 3 of 3

consistent basis, Defendant contacted Plaintiff and the aggrieved employees on their personal cellphone to change their schedule, ask for assistance with work tasks, and follow up on the status of machines. 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 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 all aggrieved employees are issued wage statements that do not include accurate meal premiums as a result of the claims alleged above.

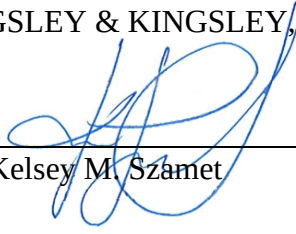
Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not 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, 512, 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/jl

Cc: 1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>

EXHIBIT "2"



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

9590 9402 7019 1225 1717 b1

**United States
Postal Service**

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

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

*PA6A letter
S&E Gourmet*

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:

SSE Gourmet Cuts, Inc.
1055 E. Cooke Ave
San Bernardino, CA 92408



9590 9402 7019 1225 1717 61

2. Article Number (Transfer from service label)

7020 0640 0002 J443 2265

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X L. REGALADO ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

REGALADO Y.S. 1/24/22

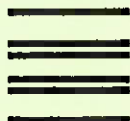
D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

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
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

USPS TRACKING #



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

9590 9402 7019 1225 1717 78

United States
Postal Service

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

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

AKA letter

SE Ennet



COMPLETE THIS SECTION ON DELIVERY

- 1. Article Addressed to:**

Dependence on service company which will do business in California as CSC-Agency Incorporating service 710 Gateway Oaks Drive, Suite 150N Sacramento, CA 95833

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the team.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources needed to complete each task.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress regularly to ensure that the project is on track.

5. The final step is to evaluate the results of the project. This involves comparing the actual outcomes against the objectives and goals to determine the success of the project.

2020 0640 0002 1443 2272

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

X

☐ Agent

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes ☒ No

ROYAL CANADIAN MAIL
JAN 24 2012
95813

Adult Signature

✓ Certified Mail Restricted Delivery

Collect on Delivery

Mail Restricted Delivery

(5)

Mail Restricted Delivery
(0)

EXHIBIT "3"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley & Kingsley

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

Your Email Address *

service@kingsleykingsley.c

Your Street Name, Number and Suite/Apt *

16133 Ventura Boulevard

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Alejandro Rivera Ramirez

Plaintiff/Aggrieved Employee Occupation *

Laborer

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation

Employer Name *

S&E Gourmet Cuts, 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

Billing Street Name, Number and Suite/Apt *

16133 Ventura Boulevard Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

Master Card

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

Choose File PAGA Letter- S...Cuts, Inc.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: Thursday, January 20, 2022 12:17 PM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

External Email!

1/20/2022

LWDA Case No. LWDA-CM-863738-22
Law Firm : Kingsley & Kingsley
Plaintiff Name : Alejandro Rivera Ramirez
Employer: S&E Gourmet Cuts, 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%7CJulie%40kingsleykingsley.com%7Cb1c926458884ee56a9208d9dc51c857%7C121a7875db4c0fb25c5baf6c6ac7a5%7C0%7C0%7C637783066105018586%7CUnknown%7CTWFPbGZsb3d8eyJWljoimc4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCi6Mn0%3D%7C3000&sd=jsTdvkfUwSfhk8BS4sKmuxLoiORg4m6wKu0gVX4HXFA%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Thursday, January 20, 2022 12:17 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-863738-22

Order Number: ORD-000149325

Total:\$75.00

Card Type: Master Card

Date: 1/20/2022

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Boulevard Suite 1200

Encino, California

91436