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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 01 2022

BY 
GLORIA MARIN, DEPUTY

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



13 ALEJANDRO RIVERA RAMIREZ, an
14 individual, on behalf of himself and others
15 similarly situated

16 PLAINTIFF,

17 v.

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

20 DEFENDANTS.

CASE NO. CIVSB2201247

[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 Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
2. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
3. Violation of Labor Code § 226(a)
4. Penalties Pursuant to Labor Code § 203
5. Violation of Business & Professions Code § 17200
6. Penalties Pursuant to Labor Code § 2699, et seq.

1 Plaintiff ALEJANDRO RIVERA RAMIREZ, an individual, on behalf of himself, all others
2 similarly situated, and on behalf of the people of the State of California and as an “aggrieved
3 employee” under Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.* (hereafter
4 “PAGA”), complains of Defendant S&E GOURMET CUTS, INC. (“Defendant”) and each of
5 them, as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
9 382 and Labor Code §2699, *et seq.*, on behalf of Plaintiff and a Proposed Class defined as:

10 All persons who are employed or have been employed as a non-
11 exempt employee by S&E GOURMET CUTS, INC., in the State of
12 California since four (4) years prior to the filing of this action to the
13 present plus any additional time during which the statutes of
14 limitation for the causes of action herein were tolled pursuant to
Emergency Rule 9 of the California Rules of Court, the ‘Emergency
Rules Related to COVID-19’. (“Proposed Class”)

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

23 3. From at least four (4) years prior to the filing of this action and continuing to the
24 present, Defendant has violated Labor Code §§ 226.7 and 512 by failing to apprise Plaintiff and
25 the Proposed Class of their rights associated with meal periods and failing to provide compliant
26 meal periods. Further, Defendant failed to pay such employees one (1) hour of pay at the
27 employees’ regular rate of compensation for each workday that the first meal period was not
28 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.

4. For at least four (4) years prior to the filing of this action and continuing to the present, Defendant has failed to reimburse Plaintiff and the Proposed Class for business-related expenses. Defendant has failed to reimburse Plaintiff and the Proposed Class for their mileage and the cost of using their personal cell phones for business purposes. These are both necessary business expenditures under California law and Defendant failed to reimburse the Proposed Class.

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

6. 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.

7. Plaintiff, on behalf of himself and all Proposed Class Members brings this action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802; Wage Order 1-2001; and California Code of Regulations, Title 8, Section 11010, seeking meal period penalties, unreimbursed expenses, accurate itemized wage statements, other penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

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.

8. 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.

9. For at least one (1) year prior to the date of the letter sent to the Labor Workforce and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to PAGA and continuing to the present and as extended by Emergency Rule 9 referenced in paragraph 2 above, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved employees presently or formerly employed by Defendant during the liability period as defined in his PAGA notice letter (*see* Exhibit “1”), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking penalties for Defendant’s failure to provide lawful meal periods, failure to reimburse business-related expenses, failure to provide accurate itemized wage statements, and failure to pay all wages due at the time of termination.

II.

JURISDICTION AND VENUE

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

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

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

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

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

III.

PARTIES

A. PLAINTIFF

15. Plaintiff ALEJANDRO RIVERA RAMIREZ is a resident of California.

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

- a. Work without being provided meal periods;
- b. Work without being reimbursed for their necessary business expenses; and,
- c. Work without being provided itemized wage statements in writing that accurately report all hours worked and the corresponding rate of pay for all hours and include premiums as a result of the claims alleged above and when they do, they are not at the accurate rate.

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

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

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

B. DEFENDANTS

20. 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.

1 COOLEY AVE, SAN BERNARDINO, CA 92408. Upon information and belief, Defendant
2 employed Plaintiff and similarly situated persons as hourly employees within California.
3 Defendant has done and does business throughout the State of California.

4 21. The true names and capacities, whether individual, corporate, associate, or
5 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
6 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
7 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
8 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
9 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
10 capacities of the Defendants designated hereinafter as DOES when such identities become known.

11 22. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
12 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
13 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
14 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
15 employer and/or joint employer of Plaintiff and the Proposed Class Members.

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

21 IV.

22 FACTUAL BACKGROUND

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

26 25. Upon information and belief, Plaintiff and the Proposed Class are covered by
27 California Industrial Welfare Commission Occupational Wage Order No. 1-2001 (Title 8 Cal.
28 Code of Regs. § 11010).

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

12 27. On a regular and consistent basis, Plaintiff and the Proposed Class have not been
13 properly reimbursed for business expenses and supplies necessary for the completion of their job
14 duties. Plaintiff and the Proposed Class have not been compensated for the mileage on their
15 personal vehicles that was incurred as a necessary part of the performance of their job duties and
16 the use of their personal cellphones that are necessary to complete their jobs.

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

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

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

1 V.

2 CLASS ACTION ALLEGATIONS

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

6 All persons who are employed or have been employed as a non-
7 exempt employee by S&E GOURMET CUTS, INC., in the State of
8 California since four (4) years prior to the filing of this action to the
9 present plus any additional time during which the statutes of
10 limitation for the causes of action herein were tolled pursuant to
Emergency Rule 9 of the California Rules of Court, the ‘Emergency
Rules Related to COVID-19’. (“Proposed Class”)

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

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

17 **A. NUMEROSITY**

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

23 35. Plaintiff alleges that Defendant’s employment records would provide information
24 as to the number and location of all Proposed Class Members. Joinder of all members of the
25 Proposed Class is not practicable.

26 **B. COMMONALITY**

27 36. There are questions of law and fact common to the Proposed Class that predominate
28 over any questions affecting only individual Proposed Class Members. These common questions

of law and fact include, without limitation:

a. Whether Defendant violated Labor Code §§ 226.7 and 512 and IWC Wage Order 1-2001 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;

b. Whether Defendant violated Labor Code § 2802 and/or Wage Order 1-2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the cost of using their personal cell phones and mileage;

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

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

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

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

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

C. TYPICALITY

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

D. ADEQUACY OF REPRESENTATION

38. Plaintiff will fairly and adequately represent and protect the interests of the

members of the proposed Class. Counsel who represent Plaintiff and the Proposed Class are competent and experienced in litigating large employment class actions.

E. SUPERIORITY OF CLASS ACTION

39. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Proposed Class Members is not practicable, and questions of law and fact common to the Proposed Class predominate over any questions affecting only individual members of the Proposed Class. Each member of the Proposed Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or practice of failing to provide meal periods, failing to reimburse expenses, failing to provide accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

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

VI.

FIRST CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO

LABOR CODE § 226.7 AND LABOR CODE § 512

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

42. 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.

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

44. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.

1 Defendant failed to provide Plaintiff and the Proposed Class with proper meal periods of not less
2 than thirty (30) minutes as required by the Labor Code during the relevant time period.

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

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

16 **VII.**

17 **SECOND CAUSE OF ACTION**

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

19 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO**

20 **LABOR CODE § 2802**

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

23 48. Labor Code § 2802 provides that an employer shall indemnify his or her employee
24 for all necessary expenditures or losses incurred by the employee in direct consequence of the
25 discharge of his or her duties, or of his or her obedience to the directions of the employer, even
26 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
27 unlawful.

28 49. Plaintiff and the Proposed Class were required to use their own vehicles to travel

1 to other companies and stores to purchase parts for business-related purposes. Defendant has failed
2 to reimburse Plaintiff and the Proposed Class for the cost of mileage necessary for the performance
3 of Plaintiff and the Proposed Class's job duties.

4 50. Plaintiff and the Proposed Class were required to use their personal cell phones as
5 a necessary part of their jobs. Defendant required that Plaintiff and the Proposed Class be available
6 by cell phone and answer/use their cell phones while working and this was necessary to perform
7 their job duties. Plaintiff and the Proposed Class were required to use their personal cellphones to
8 contact customer service, technical support, and other employees to fix machinery. Plaintiff and
9 the Proposed Class were also required to use their cellphones to take pictures of parts and
10 machinery for business-related purposes. On a regular and consistent basis, Defendant contacted
11 Plaintiff and the Proposed Class on their personal cellphone to change their schedule, ask for
12 assistance with work tasks, and follow up on the status of machines. These cell phones were not
13 provided by Defendant and Defendant failed to reimburse Plaintiff and the Proposed Class for the
14 costs associated with using these personal cell phones necessary for the performance of Plaintiff
15 and the Proposed Class's job duties.

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

19 **VIII.**

20 **THIRD CAUSE OF ACTION**

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

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

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

25 53. Labor Code §226(a) requires employers to furnish accurate itemized wage
26 statements in writing that show total hours worked by the employee and all applicable hourly rates
27 in effect during the pay period and the corresponding number of hours worked at each hourly rate
28 by the employee. (Labor Code §§ 226(a)(2) and (9) respectively.) Defendant furnishes Plaintiff

1 and the Proposed Class members with itemized wage statements that do not accurately show total
2 hours worked or all applicable hourly rates in effect during the pay period and the corresponding
3 number of hours worked at each hourly rate.

4 54. Further, Plaintiff and the Proposed Class are issued wage statements that do not
5 include accurate meal premiums as a result of the claims alleged above.

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

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

14 **IX.**

15 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

26 60. Defendant has failed to pay Plaintiff and others a sum certain at the time of
27 termination or within seventy-two (72) hours of their resignation, and have failed to pay those
28 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and

1 the Proposed Class are entitled to a penalty in the amount of Plaintiff's and the Proposed Class
2 Members' daily wage multiplied by thirty (30) days.

3 **X.**

4 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

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

27 66. Defendant has violated statutes and public policies as alleged herein. Through the
28 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have

1 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
2 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,
3 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
4 guaranteed to all employees under law.

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

7 68. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
8 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
9 § 17200, *et seq.* of the Business & Professions Code.

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

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

19 **XI.**

20 **SIXTH CAUSE OF ACTION**

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

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

24 72. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
25 seeks penalties under Labor Code § 2699, *et seq.* use of Defendant's violation of Labor Code §§
26 201, 202, 203, 226(a), 226.7, 512, 2802; Wage Order 1-2001; and California Code of Regulations,
27 Title 8, Section 11010, which call for civil penalties.

28 73. For each such penalty, Plaintiff and the aggrieved employees are entitled to

penalties in an amount to be shown at trial, subject to the following formula:

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

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

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

75. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the LWDA² and mailed a letter by certified mail to Defendant S&E Gourmet Cuts, Inc.'s entity address, which is 1055 E. Cooley Ave, San Bernardino, CA 92408, as proscribed by the Code on January 20, 2022, describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802. (*see* Exhibit "1.") On January 24, 2022, Plaintiff received a signed green return receipt from Defendant, indicating that it received Plaintiff's notice letter. (*see* Exhibit "2.") Plaintiff also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit "3").

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

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

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

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

3. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a)

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

1 in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one
2 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding
3 an aggregate penalty of four thousand dollars (\$4,000);

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

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

7 6. An order enjoining Defendant and its agents, servants, and employees, and all
8 persons acting under, in concert with, or for it from providing Plaintiff with meal periods,
9 unreimbursed expenses, accurate itemized wage statements, and wages upon
10 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, 2802, and
11 IWC 1-2001;

12 7. For restitution for unfair competition pursuant to Business & Professions Code
13 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

14 8. For penalties under Labor Code § 2699, *et seq.* for Defendant's violation of Labor
15 Code §§ 201, 202, 203, 226(a), 226.7, 512, 2802, and Wage Order 1-2001;

16 9. An award providing for payment of costs of suit;

17 10. An award of attorneys' fees; and

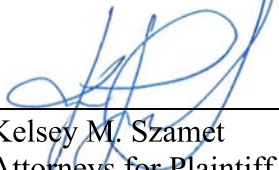
18 11. Such other and further relief as this Court may deem proper and just.

19 **DEMAND FOR JURY TRIAL**

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

21
22 DATED: June 1, 2022

KINGSLEY & KINGSLEY, APC

23
24 By: 

25 Kelsey M. Szamet
26 Attorneys for Plaintiff Alejandro Rivera Ramirez
27 and the Proposed Class
28

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.

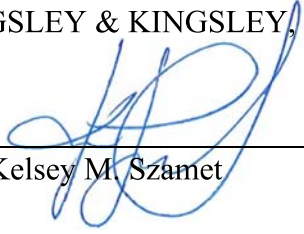
Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not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

USPS TRACKING #



9590 9402 7019 1225 1717 78

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

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

PAGA Letter

SEE Envelope



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:

S&E Gourmet Cuts, Inc.
:16 Agent for Service of Process
Incorporation Service Company which
will DO Business in California as CSC-
Angers Incorporating Service
710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833



9590 9402 7019 1225 1717 78

2. Article Number (Transfer from service label)

7020 0640 0002 1443 2272

PS Form 3811, July 2020 PSN 7530-02-000-9063

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ 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
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

USPS TRACKING#



9590 9402 7019 1225 1717 61



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

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

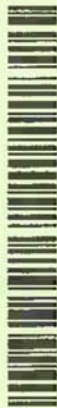
PA6A letter
S&E Gourmet

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:

*SLE Gourmet Cuts, Inc.
1055 E. Cooley Ave
San Bernardino, CA 92408*



9590 9402 7019 1225 1717 61

2. Article Number (Transfer from service label)

7020 0640 0002 1443 2265

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee
 B. Received by (Printed Name) *REGALADO*
 C. Date of Delivery *RT61 Y.S 11/24/22*
 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

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%7CTWFPbGZsb3d8eyJWljoimc4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwiLCJXVCi6Mn0%3D%7C3000&data=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