

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
LIANE KATZENSTEIN LY, Esq., (SBN 259230)
liane@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff and the Proposed Class

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Superior Court of California
County of Los Angeles
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Sherri R. Carter, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

EDWIN BRAVO, an individual, on behalf of
himself and others similarly situated

PLAINTIFF,

v.

WCS-VALENCIA, INC.; BAYLESS
MANUFACTURING, LLC; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. 22STCV00279

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

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Employment Records Violation of Labor Code §§ 226 and 1198.5
4. Violation of Labor Code § 226(a)
5. Penalties Pursuant to Labor Code § 203
6. Violation of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code § 2699, et seq.

1 Plaintiff EDWIN BRAVO, an individual, on behalf of himself, all others similarly situated,
2 and on behalf of the people of the State of California and as an “aggrieved employee” under Labor
3 Code Private Attorneys General Act of 2004, §2699, et seq. (hereafter “PAGA”), complains of
4 Defendants WCS-VALENCIA, INC.; BAYLESS MANUFACTURING, INC. (“Defendants”) and
5 each of 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 WCS-VALENCIA, INC.; BAYLESS
12 MANUFACTURING, INC., in the State of California since four (4)
13 years prior to the filing of this action to the present plus any
14 additional time during which the statutes of limitation for the causes
of action herein were tolled pursuant to Emergency Rule 9 of the
California Rules of Court, the ‘Emergency Rules Related to
COVID-19’. (“Proposed Class”)

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 continuing to the present,
24 Defendants have had a consistent policy of failing to pay wages and/or overtime to all Proposed
25 Class Members at the appropriate rate of pay.

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

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

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

17 6. For at least three (3) years prior to the filing of this action continuing to the present,
18 Defendants have failed to pay all wages due at the time of termination or resignation to Plaintiff
19 and the Proposed Class.

20 7. Plaintiff also brings a claim on behalf of himself only for a violation of Labor Code
21 §§ 226 and 1198.5. Plaintiff requested the right to review his personnel file and his pay records
22 by sending a letter to Defendants. Defendants refused to provide the requested documentation in
23 violation of the statutes. Plaintiff is seeking penalties and injunctive relief.

24 8. Plaintiff, on behalf of himself and all Proposed Class Members brings this action
25 pursuant to Labor Code §§ 201, 202, 203, 226, 226(a), 226.7, 510, 512, 1194, 1194.2, 1198.5,
26 1199; Wage Order 1-2001; and California Code of Regulations, Title 8, Section 11010, seeking
27 unpaid wages/overtime, meal period penalties, accurate itemized wage statements, other penalties,
28 injunctive and other equitable relief, and reasonable attorneys' fees and costs.

9. 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 Defendants enjoyed from its unlawful conduct as described herein.

II.

11. 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.

13. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. Defendants operate within California and does business within Los Angeles 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 Los Angeles.

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

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

8 **III.**

9 **PARTIES**

10 **A. PLAINTIFF**

11 16. Plaintiff EDWIN BRAVO is a resident of California.

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

- 13 a. Work without being paid for all hours at the appropriate overtime rate;
14 b. Work without being provided meal periods; and,
15 c. Work without being provided accurate itemized wage statements.

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

18 19. Additionally, Plaintiff requested copies or an opportunity to copy his personnel file
19 and his pay records. Defendants refused to comply with this request in violation of Labor Code
20 §§ 226 and 1198.5.

21 20. As a result of this conduct, Defendants have engaged in unfair competition and
22 unlawful business practices.

23 21. Plaintiff and all aggrieved employees as defined in his notice letter to the LWDA
24 are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code
25 §2699(c).)

26 **B. DEFENDANTS**

27 22. Defendants WCS-VALENCIA, INC.; BAYLESS MANUFACTURING, INC. are
28 believed to be California corporations operating within the State of California. Defendant WCS-

1 VALENCIA, INC.'s corporate address is believed to be 28005 SMYTH DRIVE #162,
2 VALENCIA, CA 91355. Defendant BAYLESS MANUFACTURING, INC.'s corporate address
3 is believed to be 26140 AVE HALL, VALENCIA, CA 91355. Upon information and belief,
4 Defendants employed Plaintiff and similarly situated persons as hourly employees within
5 California. Defendants have done and do business throughout the State of California.

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

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

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

23 IV.

24 FACTUAL BACKGROUND

25 26. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been
26 classified as non-exempt employees by Defendants. Defendants hire employees who work as
27 hourly employees who are paid on an hourly basis.

28 27. Upon information and belief, Plaintiff and the Proposed Class are covered by

1 California Industrial Welfare Commission Occupational Wage Order No. 1-2001 (Title 8 Cal.
2 Code of Regs. § 11010).

3 28. On a regular and consistent basis, Plaintiff and the Proposed Class Members were
4 not paid at the proper rate of compensation. Plaintiff and Proposed Class Members were not
5 properly compensated for all hours worked at the appropriate rate of pay because Defendants
6 required them to undergo daily temperature checks, but failed to compensate them for this time
7 worked at the appropriate rate of pay.

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

17 30. Defendants willfully failed to provide Plaintiff with his personnel file and pay data
18 after a written request. Plaintiff requested copies or an opportunity to copy his personnel file and
19 his pay records. Defendants refused to comply with this request in violation of Labor Code §§ 226
20 and 1198.5.

21 31. Defendants have failed to comply with Industrial Welfare Commission (“IWC”)
22 Wage Order 1-2001(7) and Labor Code § 226(a) by failing to provide accurate itemized wage
23 statements that show all applicable hourly rates in effect during the pay period and the
24 corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the
25 Proposed Class are provided wage statements that do not include meal premiums as a result of the
26 claims alleged above and/or do not include them at the appropriate rate.

27 32. Defendants willfully failed to pay wages and compensation, when Plaintiff and all
28 Proposed Class Members quit or were discharged. This failure was willful, without legal

1 justification, and interfered with Plaintiff's and Class Members' rights.

2 33. As a result of the acts alleged herein, Defendants violated Labor Code §2699, *et*
3 *seq.*

4 **V.**

5 **CLASS ACTION ALLEGATIONS**

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

9 All persons who are employed or have been employed as a non-
10 exempt employee by WCS-VALENCIA, INC.; BAYLESS
11 MANUFACTURING, INC., in the State of California since four (4)
12 years prior to the filing of this action to the present plus any
13 additional time during which the statutes of limitation for the causes
of action herein were tolled pursuant to Emergency Rule 9 of the
California Rules of Court, the 'Emergency Rules Related to
COVID-19'. ("Proposed Class")

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

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

20 **A. NUMEROSITY**

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

26 38. Plaintiff alleges that Defendants' employment records would provide information
27 as to the number and location of all Proposed Class Members. Joinder of all members of the
28 Proposed Class is not practicable.

1 **B. COMMONALITY**

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

5 a. Whether Defendants failed to pay wages and/or overtime compensation as
6 required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, and 1199;

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

11 c. Whether Defendants violated Labor Code § 226(a) and Wage Order 1-2001
12 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11010 by failing to
13 provide accurate itemized wage statements to Plaintiff and the members of the Proposed Class;

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

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

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

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

23 **C. TYPICALITY**

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

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1 **D. ADEQUACY OF REPRESENTATION**

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

5 **E. SUPERIORITY OF CLASS ACTION**

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

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

17 **VI.**

18 **FIRST CAUSE OF ACTION**

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

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

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

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

24 45. Labor Code §§ 510, 1194, 1194.2, and 1199 require an employer to compensate its
25 employees at the minimum wage rate for all hours worked and compensate its employees at the
26 rate of no less than one and one-half times the regular rate of pay for any work in excess of eight
27 (8) hours in one workday and any work in excess of forty (40) hours in any one workweek.

28 46. Plaintiff and the Proposed Class were forced to work on a regular and consistent

1 basis without receiving compensation for all hours worked at the proper rate. Specifically, Plaintiff
2 and the Proposed Class were not paid for all hours worked at the appropriate regular rate of pay
3 and were not paid for all overtime hours worked at the proper overtime rate when they were
4 working more than eight (8) hours in one day or forty (40) hours in one week.

5 47. Plaintiff and Proposed Class Members were not properly compensated for all hours
6 worked at the appropriate rate of pay because Defendants required them to undergo daily
7 temperature checks, but failed to compensate them for this time worked at the appropriate rate of
8 pay. Plaintiff and the Proposed Class were not properly compensated for all hours worked at the
9 beginning of their shift due to the fact that Defendants required Plaintiff and the Proposed Class
10 to report to the job site and complete temperature checks before the scheduled start of each shift.
11 Plaintiff and the Proposed Class are not paid any wages for these temperature checks. As such,
12 Plaintiff and the Proposed Class were routinely required to work “off the clock” to complete
13 temperature checks. Additionally, Defendants have an impermissible rounding procedure that
14 results in unpaid wages.

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

20 49. As a result of the unlawful acts of Defendants, Plaintiff and the Proposed Class
21 members have been deprived of wages and/or overtime in amounts to be determined at trial, and
22 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and
23 costs.

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26 ///

1 **VII.**

2 **SECOND CAUSE OF ACTION**

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

4 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

5 **LABOR CODE § 226.7 AND LABOR CODE § 512**

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

8 51. 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.

12 52. Defendants failed to maintain a policy informing Plaintiff and the Proposed Class
13 of these rights.

14 53. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.
15 Defendants failed to provide Plaintiff and the Proposed Class with proper meal periods of not less
16 than thirty (30) minutes as required by the Labor Code during the relevant time period.

17 54. Defendants have had a regular and consistent policy of using a bell system that rang
18 five (5) hours and twenty (20) minutes into each shift requiring Plaintiff and the Proposed Class
19 to take a communal lunch after five (5) hours of work in violation of Labor Code §§ 226.7 and
20 512.

21 55. Defendants have had a consistent policy of failing to pay Plaintiff and the Proposed
22 Class one (1) hour of pay at the employees' regular rate of compensation for each workday that
23 the first meal period was not provided within the first (5) hours of the shift. On July 15, 2021, in
24 *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for
25 calculating the one extra hour of premium pay that employees are owed if an employer fails to
26 provide a compliant meal period or rest break. Specifically, the Court held that those premium
27 payments must include the hourly value of any nondiscretionary earnings (such as a
28 nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here,

1 Defendants have had a consistent policy of paying meal period premiums at the base rate and not
2 the appropriate blended rate in violation of Labor Code §§ 226.7 and 512.

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

6 **VIII.**

7 **THIRD CAUSE OF ACTION**

8 **PLAINTIFF ON BEHALF OF HIMSELF**

9 **VIOLATION OF LABOR CODE §§ 226 and 1198.5**

10 57. Plaintiff, on behalf of himself only, realleges and incorporates by reference all
11 previous paragraphs.

12 58. Labor Code § 226(a) states:

13 Every employer shall, semimonthly or at the time of each payment
14 of wages, furnish each of his or her employees, either as a detachable
15 part of the check, draft, or voucher paying the employee's wages, or
16 separately when wages are paid by personal check or cash, an
17 accurate itemized statement in writing showing (1) gross wages
18 earned, (2) total hours worked by the employee, except for any
19 employee whose compensation is solely based on a salary and who
20 is exempt from payment of overtime under subdivision (a) of
21 Section 515 or any applicable order of the Industrial Welfare
22 Commission, (3) the number of piece-rate units earned and any
23 applicable piece rate if the employee is paid on a piece-rate basis,
24 (4) all deductions, provided that all deductions made on written
25 orders of the employee may be aggregated and shown as one item,
26 (5) net wages earned, (6) the inclusive dates of the period for which
27 the employee is paid, (7) the name of the employee and only the last
28 four digits of his or her social security number or an employee
identification number other than a social security number, (8) the
name and address of the legal entity that is the employer and, if the
employer is a farm labor contractor, as defined in subdivision (b) of
Section 1682, the name and address of the legal entity that secured
the services of the employer, and (9) all applicable hourly rates in
effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee and, beginning July 1,
2013, if the employer is a temporary services employer as defined
in Section 201.3, the rate of pay and the total hours worked for each
temporary services assignment. The deductions made from payment
of wages shall be recorded in ink or other indelible form, properly
dated, showing the month, day, and year, and a copy of the statement
and the record of the deductions shall be kept on file by the employer
for at least three years at the place of employment or at a central
location within the State of California. For purposes of this
subdivision, "copy" includes a duplicate of the itemized statement

provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.

59. Labor Code § 226(b) states:

An employer that is required by this code or any regulation adopted pursuant to this code to keep the information required by subdivision (a) shall afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer. The employer may take reasonable steps to ensure the identity of a current or former employee. If the employer provides copies of the records, the actual cost of reproduction may be charged to the current or former employee.

60. Labor Code § 226(c) states:

An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction. Impossibility of performance, not caused by or a result of a violation of law, shall be an affirmative defense for an employer in any action alleging a violation of this subdivision. An employer may designate the person to whom a request under this subdivision will be made.

61. Labor Code § 1198.5(a) states: "Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee."

62. Labor Code § 1198.5(b)(1) states:

The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Except as provided in paragraph (2) of subdivision (c), the employer is not required to make those personnel records or a copy thereof available at a time when the employee is actually required to render service to the employer, if the requester is the

employee.

63. On August 23, 2021, Plaintiff mailed to Defendants his first written request to his employer to copy or to receive a copy of his personnel file and payroll records. The letter cited Labor Code §§ 226 and 1198.5.

64. Tracking records show that Defendant WCS-VALENCIA, INC. received the records request letter on August 25, 2021.

65. Defendant BAYLESS MANUFACTURING, INC. reached out to Plaintiff's counsel to notify them that the records request never made it to Defendant BAYLESS MANUFACTURING, INC. due to a USPS issue. Plaintiff's counsel sent a copy of the record request to Defendant BAYLESS MANUFACTURING, INC. via email on September 28, 2021.

66. Defendants did not provide the documentation requested by Plaintiff within the statutory time frames or at all causing Plaintiff to mail a second written request to Defendants on October 8, 2021.

67. Defendants did not provide the documentation requested by Plaintiff in his second written request within the statutory time frames or at all.

68. Labor Code § 226(f) provides that "[a] failure by an employer to permit a current or former employee to inspect or copy records within the. . ." statutory time frame ". . . entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer."

69. Additionally, Labor Code §226(h) permits an employee to bring an action for injunctive relief to ensure compliance Labor Code § 226 and states that employee is entitled to an award of costs and reasonable attorney's fees.

70. Labor Code § 1198.5(k) provides that if an employer fails to permit an inspection or fails to permit an employee to copy personnel records within the times specified, the current or former employee may recover a penalty of seven hundred fifty dollars (\$750) from the employer.

71. Additionally, Labor Code § 1198.5(l) permits an employee to bring an action for injunctive relief to obtain compliance with this section, and may recover costs and reasonable attorney's fees in such an action.

72. As such, Defendants have violated Labor Code §§ 226 and 1198.5 and Plaintiff is entitled to production of the documents requested, penalties, and attorney's fees and costs.

IX.

FOURTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

VIOLATION OF LABOR CODE § 226(A)

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

74. Labor Code § 226(a)(9) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendants issue Plaintiff and the Proposed Class wage statements that do not properly indicate all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

75. As a result of Defendants' failure to pay wages as described above, Defendants have failed to properly include meal premiums for Plaintiff and the Proposed Class.

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

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

///

///

1 **X.**

2 **FIFTH CAUSE OF ACTION**

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

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

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

7 79. Numerous members of the Proposed Class including the Plaintiff are no longer
8 employed by Defendants. They were either fired or quit Defendants' employ.

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

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

18 **XI.**

19 **SIXTH CAUSE OF ACTION**

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

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

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

24 83. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself,
25 on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to
26 Business & Professions Code § 17200, *et seq.* The conduct of Defendants as alleged in this
27 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general
28 public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public

1 interest within the meaning of Code of Civil Procedure § 1021.5.

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

5 85. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
6 practices.

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

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

20 88. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
21 violation of § 17200, *et seq.* of the Business & Professions Code.

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

25 90. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and
26 others similarly situated have been damaged in a sum as may be proven.

27 91. Unless restrained, Defendants will continue to engage in the unlawful conduct as
28 alleged above. Pursuant to the Business & Professions Code, this court should make such orders

1 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
2 employment by Defendants, its agents, or employees, of any unlawful or deceptive practices
3 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
4 and disgorgement of profits which may be necessary to restore Plaintiff and members of the
5 proposed Class the money Defendants have unlawfully failed to pay.

6 **XII.**

7 **SEVENTH CAUSE OF ACTION**

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

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

11 93. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
12 seeks penalties under Labor Code § 2699, et seq use of Defendants' violation of Labor Code §§
13 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199; Wage Order 1-2001; and California
14 Code of Regulations, Title 8, Section 11010, which call for civil penalties.

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

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

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

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

21 96. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the
22 LWDA¹ and mailed a letter by certified mail to Defendant WCS-Valencia, Inc.'s entity address,
23 which is 28005 Smyth Drive #162, Valencia, CA 91355 and Defendant Bayless Manufacturing,
24 Inc.'s entity address, which is 26140 Ave Hall, Valencia, CA 91355, as proscribed by the Code on
25 January 4, 2022, describing Defendants' conduct in violation of Labor Code §§ 201, 202, 203,
26 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199. (see Exhibit "1.") Plaintiff obtained an e-filing

27 ¹ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California
28 Labor and Workforce Development Agency / Department of Industrial Relations website
(<https://dir.tfaforms.net/308>).

1 confirmation from the LWDA confirming receipt of the notice (*see* Exhibit “2”).

2 97. As no letter evidencing the LWDA’s intention to investigate was received by
3 Plaintiff’s Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil
4 action as though the LWDA had not chosen to investigate pursuant to Labor Code
5 §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First
6 Amended Class and Representative Action Complaint immediately.

7 **RELIEF REQUESTED**

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

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

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

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

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

21 5. On behalf of himself only, Plaintiff Edwin Bravo requests penalties pursuant to
22 Labor Code §§ 226(f) and 1198.5(k) and injunctive relief pursuant to Labor Code §§ 226(h) and
23 1198.5(k) for violation of Labor Code §§ 226 and 1198.5;

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

25 7. An order enjoining Defendants and its agents, servants, and employees, and all
26 persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or
27 overtime, meal periods, accurate itemized wage statements, and wages upon
28 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226, 226(a), 226.7, 510, 512,

1 1194, 1194.2, 1198.5, 1199, and IWC 1-2001;

2 8. For restitution for unfair competition pursuant to Business & Professions Code
3 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

4 9. For penalties under Labor Code § 2699, *et seq.* for Defendants' violation of Labor
5 Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and Wage Order 1-2001;

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

7 11. An award of attorneys' fees; and

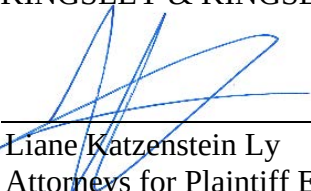
8 12. Such other and further relief as this Court may deem proper and just.

9 **DEMAND FOR JURY TRIAL**

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

11
12 DATED: March 11, 2022

KINGSLEY & KINGSLEY, APC

13
14 By: 

15 Liane Katzenstein Ly
16 Attorneys for Plaintiff Edwin Bravo and the
17 Proposed Class
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EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

January 4, 2022

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

WCS-VALENCIA, INC.
28005 Smyth Drive #162
Valencia, CA 91355
Via Certified Mailing No.: 7020 0640 0002 1450 2432

WCS-VALENCIA, INC.
c/o Agent for Service of Process
Jamie L Wolfe
37319 42nd St E
Palmdale, CA 93552
Via Certified Mailing No.: 7020 0640 0002 1450 2449

BAYLESS MANUFACTURING, INC.
26140 Ave Hall
Valencia, CA 91355
Via Certified Mailing No.: 7020 0640 0002 1450 2456

Re: EDWIN BRAVO v. WCS-VALENCIA, INC.; BAYLESS MANUFACTURING, INC.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents EDWIN BRAVO (“Plaintiff”) and a proposed group of current and former employees working for WCS-VALENCIA, INC.; BAYLESS MANUFACTURING, INC. (“Defendants”) 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 Defendants engaged in with respect to Plaintiff and all of Defendants’ 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 WCS-VALENCIA, INC.; BAYLESS MANUFACTURING, 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’.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 4, 2022

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(“aggrieved employees”).

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

Defendants have violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek.

Defendants have had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Plaintiff and other aggrieved employees were not properly compensated for all hours worked at the appropriate regular rate of pay and were not paid for all overtime hours worked at the proper overtime rate when they were working more than eight (8) hours in one day or forty (40) hours in one week.

Plaintiff and all aggrieved employees were not properly compensated for all hours worked at the beginning of their shift due to the fact that Defendants required Plaintiff and all aggrieved employees to report to the job site and complete temperature checks before the scheduled start of each shift. Plaintiff and the aggrieved employees are not paid any wages for these temperature checks. As such, Plaintiff and the aggrieved employees were routinely required to work “off the clock” to complete temperature checks. Additionally, Defendants have an impermissible rounding procedure that results in unpaid wages.

Defendants have engaged in practices that violate Labor Code §§ 226.7 and 512 with respect to Plaintiff and all aggrieved employees. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendants have had a regular and consistent policy of using a bell system that required Plaintiff and all aggrieved employees to take a communal lunch after five (5) hours of work in

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 4, 2022

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violation of Labor Code §§ 226.7 and 512.

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

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, Defendants have 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.

Defendants also engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a), which requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendants issue Plaintiff and all aggrieved employees wage statements that do not properly indicate all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the aggrieved employees are issued wage statements that do not include meal premiums as a result of the claims alleged above and they are not paid premiums at the appropriate rate of pay. Thus, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendants have violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

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

Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendants' employ. As such, Plaintiff is an aggrieved employee and Defendants failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code § 203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199 with

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 4, 2022

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or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly

LKL/jl

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

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Liane

Your Last Name *

Ly

Firm Name (if any) *

Kingsley & Kingsley

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

Your Email Address *

service@kingsleykingsley.c

Your Street Name, Number and Suite/Apt *

16133 Ventura Boulevard

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California ▼

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Edwin Bravo

Plaintiff/Aggrieved Employee Occupation *

Metal Worker

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation ▼

Employer Name *

WCS-Valencia, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

Employer City *

28005 Smyth Drive #162

Valencia

Employer State *

California

Employer Zip/Postal Code *

91355

Employer Industry *

Other

Employer Industry for "Other" *

Domestic Stock

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

Corporation

Employer Name *

WCS-Valencia, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

37319 42nd St E

Employer City *

Palmdale

Employer State *

California

Employer Zip/Postal Code *

93552

Employer Industry *

Other

Employer Industry for "Other" *

Domestic Stock

Additional Employer Information (Corporation/General Partnership)

[Remove](#)**Employer Entity Type**

Corporation

Employer Name *

Bayless Manufacturing, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

26140 Ave Hall

Employer City *

Valencia

Employer State *

California

Employer Zip/Postal Code *

91355

Employer Industry *

Other

Employer Industry for "Other" *

Manufacturing

[Add Additional Employers](#)

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

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

Child Labor – Specify Ages**PAGA Claim Type – Check All that Apply ***

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.c

Billing Phone

Billing Street Name, Number and Suite/Apt *

16133 Ventura Boulevard Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

Master Card

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

Choose File PAGA Letter- W...ring, 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: Tuesday, January 4, 2022 4:35 PM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

External Email!

1/4/2022

LWDA Case No. LWDA-CM-861064-22
Law Firm : Kingsley & Kingsley
Plaintiff Name : Edwin Bravo
Employer: WCS-Valencia, 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%7C90a1c40ad6d1417919fe08d9cfe34031%7C121a7875dbcb4c0fb25c5baf6c6ac7a5%7C0%7C0%7C637769397228295252%7CUnknown%7CTWFpbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCi6Mn0%3D%7C3000&sd=ly1nmXEPEGSk1dC97HouLPuNXbNmeM%2Ftbs6Z%2F5S%2F%2FQk%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, January 4, 2022 4:36 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-861064-22

Order Number: ORD-000147740

Total:\$75.00

Card Type: Master Card

Date: 1/4/2022

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Boulevard Suite 1200

Encino, California

91436