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FILED

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

JUAN LOPEZ, an individual, on behalf of
himself and others similarly situated

PLAINTIFF,

v.

ANDERSEN & SONS SHELLING, INC.;
and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 22CI-000148

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

1 Plaintiff JUAN LOPEZ (“Plaintiff”), 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 ANDERSEN & SONS SHELLING, INC. (“Defendant”) 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, on behalf of Plaintiff and a Proposed Class defined as:

10 All employees who are employed or have been employed as an
11 hourly employee by ANDERSEN & SONS SHELLING, INC., in
12 the State of California who worked one or more pay periods since
13 four (4) 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 and continuing to the
24 present, Defendant failed to apprise Plaintiff and the Proposed Class of their rights associated with
25 meal periods and failed to provide compliant meal periods. Defendant has had a consistent policy
26 of: 1) requiring Plaintiff and the Proposed Class within the State of California to work at least five
27 (5) hours without a meal period; 2) requiring Plaintiff and the Proposed Class within the State of
28 California to work at least ten (10) hours without a second meal period; and 3) failing to pay such

employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift and a second meal period was not provided after ten (10) hours, as required by California state wage and hour laws. Additionally, when meal premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

4. From at least four (4) years prior to the filing of this action and continuing to the present, Defendant failed to apprise Plaintiff and the Proposed Class of their rights associated with rest periods and failed to provide compliant rest periods. Defendant has had a consistent policy of failing to provide all required rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided, as required by California state wage and hour laws. When rest premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

5. 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 the cost of using their personal cell phones for business purposes. These are necessary business expenditures under California law and Defendant failed to reimburse the Proposed Class as required by law.

6. 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) by failing to issue Plaintiff and the Proposed Class accurate itemized wage statements that show all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. This is as a result of Defendant's failure to issue Plaintiff and Proposed Class members itemized wage statements that do not accurately include meal and rest period premiums as described herein and when they do, they are not at the accurate rate.

7. 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

1 the Proposed Class.

2 8. Plaintiff, on behalf of himself and all Proposed Class members brings this action
3 pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802; Wage Order 8-2001; and
4 California Code of Regulations, Title 8, Section 11080, seeking meal and rest period penalties,
5 unreimbursed expenses, accurate itemized wage statements, other penalties, injunctive and other
6 equitable relief, and reasonable attorneys' fees and costs.

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

10 10. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
11 and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to
12 PAGA and continuing to the present and as extended by Emergency Rule 9 referenced in paragraph
13 2 above, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
14 pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved employees presently or
15 formerly employed by Defendant during the liability period as defined in his PAGA notice letters
16 (*see* Exhibit "1"), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking
17 penalties for Defendant's violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802.

18 **II.**

19 **JURISDICTION AND VENUE**

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

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

1 §2699(c.)

2 **B. DEFENDANTS**

3 20. Defendant ANDERSEN & SONS SHELLING, INC. is believed to be a California
4 corporation operating within the State of California. Defendant ANDERSEN & SONS
5 SHELLING, INC.'S corporate address is believed to be 4530 Rowles Road Vina, CA 96092.
6 Upon information and belief, Defendant employed Plaintiff and similarly situated persons as
7 hourly employees within California. Defendant has done and does business throughout the State
8 of California.

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

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

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

26 **IV.**

27 **FACTUAL BACKGROUND**

28 24. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been

1 classified as non-exempt employees by Defendant. Defendant hires employees who work as
2 hourly employees who are paid on an hourly basis.

3 25. Upon information and belief, Plaintiff and the Proposed Class are covered by
4 California Industrial Welfare Commission Occupational Wage Order No. 8-2001 (Title 8 Cal.
5 Code of Regs. § 11080).

6 26. For at least four (4) years prior to the filing of this action and continuing to the
7 present, Plaintiff and all Proposed Class members have been forced by Defendant to work over
8 five (5) hours in one day without being provided a thirty (30) minute uninterrupted meal break and
9 not being compensated one (1) hour of pay at their regular rate of compensation for each workday
10 that a meal period was not provided or provided after five (5) hours, all in violation of California
11 labor laws, regulations, and Industrial Welfare Commission Wage Orders. Defendant also failed
12 to inform Plaintiff and the members of the Proposed Class of their right to take compliant meal
13 periods by way of a lawful policy.

14 27. For at least four (4) years prior to the filing of this action and continuing to the
15 present, Plaintiff and all Proposed Class members have been forced by Defendant to work over ten
16 (10) hours in one day without being provided a second thirty (30) minute uninterrupted meal break
17 and not being compensated one (1) hour of pay at their regular rate of compensation for each
18 workday that a second meal period was not provided, all in violation of California labor laws,
19 regulations, and Industrial Welfare Commission Wage Orders. Defendant also failed to inform
20 Plaintiff and the members of the Proposed Class of their right to take compliant second meal
21 periods by way of a lawful policy.

22 28. For at least four (4) years prior to the filing of this action and continuing to the
23 present, Defendant has had a consistent policy of failing to provide all required rest periods of at
24 least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such
25 employees one (1) hour of pay at the employee's regular rate of compensation for each workday
26 that the rest period was not provided, as required by California state wage and hour laws.
27 Defendant also failed to inform Plaintiff and the members of the Proposed Class of their right to
28 take compliant rest periods by way of a lawful policy.

29. On a regular and consistent basis, Plaintiff and the Proposed Class have not been properly reimbursed for business expenses necessary for the completion of their job duties. Defendant required that Plaintiff and the Proposed Class be available by cell phone and answer/use their personal cell phones to communicate with Defendant's management consistently to perform their job duties. These cell phones were not provided by Defendant and Defendant has failed to reimburse Plaintiff and the Proposed Class members for the cost of using their personal cell phones, which are necessary for them to discharge their duties in violation of Labor Code § 2802.

30. For at least one (1) year prior to the filing of this action continuing to the present, Defendant has failed to comply with Labor Code § 226(a). Defendant failed to issue Plaintiff and the Proposed Class accurate itemized wage statements that show all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. This is because Defendant failed to issue Plaintiff and the Proposed Class accurate itemized wage statements that include meal and rest premiums as a result of the claims alleged above and/or provide them at the accurate rate.

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

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

V.

CLASS ACTION ALLEGATIONS

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

All employees who are employed or have been employed as an hourly employee by ANDERSEN & SONS SHELLING, INC., in the State of California who worked one or more pay periods since four (4) years prior to the filing of this action to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency Rules Related to COVID-19’. (“Proposed Class”)

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

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

7 **A. NUMEROSITY**

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

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

16 **B. COMMONALITY**

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

20 a. Whether Defendant violated Labor Code § 226.7, 512 and IWC Wage Order
21 8-2001 or other applicable IWC Wage Orders by failing to inform Plaintiff and the Proposed Class
22 of their right to take meal periods and by way of a lawful policy and failing to provide required
23 meal periods throughout the term of employment and/or failing to compensate said employees one
24 (1) hour of wages at their regular rate of compensation in lieu of meal periods;

25 b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 8 -
26 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
27 of their right to take rest periods and failing to provide all required rest periods throughout the term
28 of employment and failing to compensate said employees one (1) hours wages in lieu of rest

1 periods;

2 c. Whether Defendant violated Labor Code § 2802 and/or Wage Order 8-2001
3 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the cost
4 of using their personal cell phones;

5 d. Whether Defendant violated Labor Code § 226(a) by failing to provide
6 accurate itemized wage statements to Plaintiff and members of the Proposed Class;

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

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

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

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

16
17 **C. TYPICALITY**

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

22 **D. ADEQUACY OF REPRESENTATION**

23 40. Plaintiff will fairly and adequately represent and protect the interests of the
24 members of the Proposed Class.

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

27 **E. SUPERIORITY OF CLASS ACTION**

28 42. A class action is superior to other available means for the fair and efficient

1 adjudication of this controversy. Individual joinder of all Proposed Class members is not
2 practicable, and questions of law and fact common to the Proposed Class predominate over any
3 questions affecting only individual members of the Proposed Class. Each member of the Proposed
4 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or
5 practice of failing to provide meal and rest periods, failing to reimburse expenses, failing to provide
6 accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

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

11 **VI.**

12 **FIRST CAUSE OF ACTION**

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

14 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

15 **LABOR CODE § 226.7 AND LABOR CODE § 512**

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

18 45. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
19 compensation for each meal period the employer fails to provide. Employees are entitled to a first
20 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
21 first five (5) hours of the shift. Moreover, an employee who works more than ten (10) hours per
22 day is entitled to receive a second thirty (30) minute uninterrupted and duty-free meal period.

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

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

48. Plaintiff and the Proposed Class consistently worked shifts over ten (10) hours. Defendant failed to provide Plaintiff and the Proposed Class with proper meal periods of not less than thirty (30) minutes within the first ten (10) hours for shifts over ten (10) hours work as required by the Labor Code during the relevant time period.

49. Defendant has had a consistent policy of failing to pay Plaintiff and the Proposed Class one (1) hour of pay at the employees' regular rate of compensation for each workday that all required meal periods were not provided, as required by California state wage and hour laws. 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 bonus pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those bonus payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses, commissions, etc.), and cannot simply be paid at an employee's base hourly rate. Here, when meal periods are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the appropriate blended rate in violation of Labor Code §§ 226.7 and 512.

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

VII.

SECOND CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO ALLOW REST PERIODS PURSUANT TO

LABOR CODE § 226.7

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

52. Labor Code § 226.7 requires an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof).

53. Defendant failed to maintain an accurate policy informing Plaintiff and the Proposed Class of their rights with respect to rest periods.

54. Defendant failed to provide Plaintiff and the Proposed Class with rest breaks of not less than ten (10) minutes for every four (4) hours worked (or major fraction thereof) as required by the Labor Code during the relevant time period. Defendant consistently failed to provide rest breaks for Plaintiff and members of the Proposed Class. Plaintiff and members of the Proposed Class were not able to take rest periods.

55. Plaintiff and the Proposed Class were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, when rest period premiums are provided, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

56. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven at trial.

VIII.

THIRD CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO REIMBURSE EXPENSES PURSUANT TO

LABOR CODE § 2802

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

58. 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

1 unlawful.

2 59. Defendant required that Plaintiff and the Proposed Class be available by cell phone
3 and answer/use their personal cell phones to communicate with Defendant's management
4 consistently to perform their job duties.

5 60. These cell phones were not provided by Defendant and Defendant failed to
6 reimburse Plaintiff and the Proposed Class for the costs associated with these necessary business
7 expenditures in violation of the Labor Code.

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

11 **IX.**

12 **FOURTH CAUSE OF ACTION**

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

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

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

17 63. Labor Code §226(a) requires that every employer shall semimonthly or at the time
18 of each payment of wages, furnish each of his or her employees, an accurate itemized statement in
19 writing showing total hours worked by the employee and all applicable hourly rates in effect during
20 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
21 Sections 226(a)(2) and (9).

22 64. Plaintiff and the Proposed Class are issued wage statements that do not accurately
23 show all applicable hourly rates in effect during the pay period and the corresponding number of
24 hours worked at each hourly rate by the employee in violation of the Labor Code.

25 65. This is because Plaintiff and the Proposed Class are issued wage statements that do
26 not include meal and rest premiums at the accurate rate.

27 66. As such, it is impossible for Plaintiff and Proposed Class to tell their accurate rates
28 of pay from the itemized wage statements alone all in violation of Labor Code § 226(a).

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

68. 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.

X.

FIFTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

WAITING TIME PENALTIES UNDER LABOR CODE § 203

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

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

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

72. Defendant has failed to pay Plaintiff and others a sum certain 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.

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

XI.

SIXTH CAUSE OF ACTION

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

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

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

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

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

14 77. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
15 practices.

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

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

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

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

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

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

XII.

SEVENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.

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

85. As a result of the acts alleged above and specifically incorporated herein, Plaintiff seeks penalties under Labor Code § 2699, *et seq.* use of Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, and 512; Wage Order 5-2001; and California Code of Regulations, Title 8, Section 11080, which call for civil penalties.

86. 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.

87. These penalties shall be allocated seventy-five percent (75%) to the LWDA and

1 twenty-five percent (25%) to the affected employees.

2 88. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the
3 LWDA¹ and mailed a letter by certified mail to Defendant's entity address, which is 4530 Rowles
4 Road, Vina, CA 96092, as proscribed by the Code on July 8, 2022, describing Defendant's conduct
5 in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802. (*see* Exhibit "1.").
6 Plaintiff received signed green return receipts from Defendant, indicating that it received
7 Plaintiff's notice letter. (*see* Exhibit "2.") Plaintiff also obtained an e-filing confirmation from the
8 LWDA confirming receipt of the notice (*see* Exhibit "3").

9 89. As no letter evidencing the LWDA's intention to investigate was received by
10 Plaintiff's Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil
11 action as though the LWDA had not chosen to investigate pursuant to Labor Code
12 §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First
13 Amended Class and Representative Action Complaint immediately.

14 **RELIEF REQUESTED**

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

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

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

22 3. For compensatory damages in the amount of Plaintiff's and each Proposed Class
23 members' unreimbursed out of pocket business expenses necessary as a requirement of
24 employment;

25 4. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a)
26 in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one

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 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding
2 an aggregate penalty of four thousand dollars (\$4,000);

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

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

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

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

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

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

16 11. An award of attorneys' fees; and

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

18 **DEMAND FOR JURY TRIAL**

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

20
21 DATED: September 12, 2022

KINGSLEY & KINGSLEY, APC

22
23 By: 

24 Liane Katzenstein Ly
25 Attorneys for Plaintiff JUAN LOPEZ and the
26 Proposed Class
27
28

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

July 8, 2022

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

ANDERSEN & SONS SHELLING, INC.
4530 Rowles Road
Vina, CA 96092
Via Certified Mailing No.: 7015 0640 0003 6593 1837

ANDERSEN & SONS SHELLING, INC.
PO Box 100
Vina, CA 96092
Via Certified Mailing No.: 7015 0640 0003 6593 1844

ANDERSEN & SONS SHELLING, INC.
c/o Agent for Service of Process
Patrick Knudt Andersen
4530 Rowles Avenue
Vina, CA 96092
Via Certified Mailing No.: 7015 0640 0003 6593 1851

Re: JUAN LOPEZ v. ANDERSEN & SONS SHELLING, INC.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents JUAN LOPEZ (“Plaintiff”) and a proposed group of current and former employees working for ANDERSEN & SONS SHELLING, 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 employees who are employed or have been employed as an hourly employee by ANDERSEN & SONS SHELLING, 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”).

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

July 8, 2022

Page 2 of 4

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 16 1, 2020.”] Any reference to the relevant time period or statute of limitations referenced in this letter is extended into the past by the number of days in which this tolling was in effect.

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. Moreover, an employee who works more than ten (10) hours per day is entitled to receive a second thirty (30) minute uninterrupted and duty-free meal period. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide compliant first and second meal periods. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the aggrieved employees compliant meal periods; and (2) failing to pay such employees one (1) hour of pay at the employees’ regular rate of compensation for each workday that the complaint meal period was not provided.

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee’s base hourly rate. Here, when meal premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

Pursuant to Labor Code § 226.7 and Wage Order 8-2001, Defendant is required to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with rest periods and failed to provide all required ten (10) minute rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

July 8, 2022

Page 3 of 4

employee's base hourly rate. Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate when rest premiums are provided, in violation of Labor Code § 226.7.

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant has failed to reimburse Plaintiff and aggrieved employees for the cost of using their personal cell phones, necessary for them to discharge their duties. Specifically, Defendant required that Plaintiff and the aggrieved employees be available by cell phone and answer/use their personal cell phones to communicate with Defendant's management consistently to perform their job duties. These cell phones were not provided by Defendant and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with these necessary business expenditures in violation of Labor Code § 2802.

Defendant also engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a). Defendant failed to issue Plaintiff and all aggrieved employees wage statements that accurately show total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Further, Plaintiff and all aggrieved employees are issued itemized wage statements that do not accurately include meal and rest premiums as a result of the claims alleged herein and when they are provided, they are not provided at the proper rate. As such, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

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

Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant's employ, as described herein. Defendant failed to pay Plaintiff and all aggrieved employees all wages owed within the time constraints of Labor Code §§201-202. 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.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

July 8, 2022

Page 4 of 4

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly

LKL/km

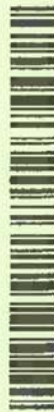
CC: 1. Abramson Labor Group, 3580 Wilshire Blvd Ste 1260, Los Angeles, CA 90010-2513 via Electronic
Mail Transmission: wza@abramsonlabor.com; dani@abramsonlabor.com

EXHIBIT "2"

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:
Andersen & Sons Shelling, Inc.
 4530 Rowles Road
 Vina, CA 96092



9590 9402 7136 1251 6481 96

2. Article Number (Transfer from service label)
7015 0640 0003 6593 1837

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee

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

Sherry Foster *7/13/22*

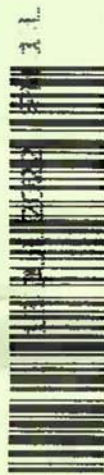
D. Is delivery address different from item 1? ☐ Yes ☒ No
 If YES, enter delivery address below:

3. Service Type

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

Domestic Return Receipt

USPS RACINE, WI 53405-9999



9590 9402 7136 1251 6481 96

United States
Postal Service

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

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

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

PAGA LETTER
ANDERSEN & SONS SELLING, INC.

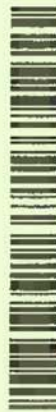


SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
Andersen & Sons Shelling, Inc.

PO Box 100
 Vina, CA 96092



0590 9402 7136 1251 6481 89

2. Article Number (Transfer from service label)
7015 0640 0003 6593 1844

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ <i>Sherry Spoke</i>		☐ Agent ☐ Addressee
B. Received by (Printed Name) <i>Sherry Spoke</i>	C. Date of Delivery <i>7/13/22</i>	
D. Is delivery address different from item 1? If YES, enter delivery address below:		☐ Yes ☒ No

3. Service Type	☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)
☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

USPS TRACKING #



9590 9402 7136 1251 6481 89

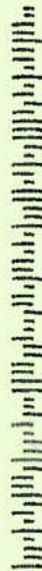
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

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

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

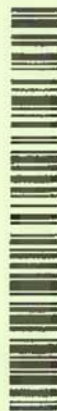
PAGA LETTER
ANDERSEN & SONS SELLING, INC.



SENDER: COMPLETE THIS SECTION

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

Article Addressed to:
Andersen & Sons Shelling, Inc.
 c/o Agent for Service of Process
 Patrick Knudt Andersen
 4530 Rowles Avenue
 Vina, CA 96092



9590 9402 7136 1251 6481 72

Article Number (Transfer from service label)
7015 0640 0003 6593 1851

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ <i>Sherry Zank</i>		☐ Agent ☐ Addressee
B. Received by (Printed Name) <i>Sherry Zank</i>	C. Date of Delivery <i>7/13/22</i>	
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No		

3. Service Type		☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Certified Mail®	☐ Registered Mail™
☒ Certified Mail®	☐ Collect on Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Insured Mail (over \$500)	☐ Signature Confirmation™ Restricted Delivery

Domestic Return Receipt

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

USPS TRACKING #



9590 9402 7136 1251 6481 72

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

PAGA LETTER
ANDERSEN & SONS SELLING, INC.



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 *

Liane

Your Last Name *

Ly

Firm Name (if any) *

Kingsley & Kingsley, APC



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

Your Email Address *

kimberly@kingsleykingsley

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Ste 1

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California ▼

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Juan Lopez

Plaintiff/Aggrieved Employee Occupation *

machine operator

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select... ▼

Employer Name *

ANDERSEN & SONS SHELLING, INC.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

4530 Rowles Road

Employer City *

Vina

Employer State *

California

Employer Zip/Postal Code *

96092

Employer Industry *

Agriculture

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

Please select...

Employer Name *

ANDERSEN & SONS SHELLING, INC.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

PO Box 100

Employer City *

Vina

Employer State *

California

Employer Zip/Postal Code *

96092

Employer Industry *

Agriculture

Additional Employer Information (Corporation/General Partnership)

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

Please select...

Employer Name *

ANDERSEN & SONS SHELLING, INC.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

4530 Rowles Avenue

Employer City *

Vina

Employer State *

California

Employer Zip/Postal Code *

96092

Employer Industry *

Agriculture

[Add Additional Employers](#)

Notice General Information

Estimated Number of Employees Impacted by Violations *

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 *

kimberly@kingsleykingsley

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type ***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) *** LWDA Letter– A...ling, Inc..pdf**Other Attachment – (if any) (must be a .pdf)** No file chosen

[Add Another Attachment](#)

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

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

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

[Previous Page](#)[Submit](#)

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Friday, July 8, 2022 9:11 AM
To: Kimberly Madrid
Subject: Thank you for submission of your PAGA Case.

External Email!

7/8/2022

LWDA Case No. LWDA-CM-894268-22
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : Juan Lopez
Employer: ANDERSEN & SONS SHELLING, 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=05%7C01%7Ckimberly%40kingsleykingsley.com%7C1738a79fb9f4431ca37e08da60fc84ac%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C637928934922609380%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=np667vIOS52pZ3lwin3BsSMMjKzcNjIBLNeKIUhU9QE%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Friday, July 8, 2022 9:12 AM
To: Kimberly Madrid
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-894268-22

Order Number: ORD-000182989

Total:\$75.00

Card Type: 

Date: 7/8/2022

Billing Information

Name: Eric Kingsley

Email: kimberly@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436