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

BRYAN MARTINEZ, an individual, on  
behalf of himself and others similarly situated

PLAINTIFF,

v.

GREENVIEW LANDSCAPE  
MANAGEMENT INC.; and DOES 1 thru 50,  
inclusive,

DEFENDANTS.

CASE NO. CVRI2204128

[Case Assigned for All Purposes to Hon.  
Harold Hopp in Dept. 10]

**[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. Penalties Pursuant to Labor Code § 203
5. Violation of Business & Professions Code § 17200
6. Penalties Pursuant to Labor Code §2699, et seq.

1 Plaintiff BRYAN MARTINEZ, an individual, on behalf of himself, all others similarly  
2 situated, and on behalf of the people of the State of California and as an “aggrieved employee”  
3 under Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.* (hereafter “PAGA”),  
4 complains of Defendant GREENVIEW LANDSCAPE MANAGEMENT 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 persons who are employed or have been employed as an hourly  
11 employee by Greenview Landscape Management Inc. in the State of  
12 California since four (4) years prior to the filing of this action to the  
present. (“Proposed Class”)

13 2. From at least four (4) years prior to the filing of this action and continuing to the  
14 present, Defendant has had a consistent policy of failing to inform Proposed Class Members of  
15 their right to take meal periods by way of a lawful policy and requiring Proposed Class Members  
16 within the State of California, including Plaintiff, to work at least five (5) hours without a meal  
17 period and failing to pay such employees one (1) hour of pay at the employees’ regular rate of  
18 compensation for each workday that the meal period is not provided or provided after five (5)  
19 hours, as required by California state wage and hour laws.

20 3. For at least four (4) years prior to the filing of this action and continuing to the  
21 present, Defendant has had a consistent policy of failing to inform Proposed Class Members of  
22 their right to take rest periods by way of a lawful policy and of failing to provide Proposed Class  
23 Members within the State of California, including Plaintiff, rest periods of at least ten (10) minutes  
24 per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour  
25 of pay at the employee’s regular rate of compensation for each workday that the rest period was  
26 not provided, as required by California state wage and hour laws. Moreover, Plaintiff and the  
27 Proposed Class were not compensated with one (1) hour of wages at the regular rate of  
28 compensation for each missed rest period as described above and as required by Labor Code §

1 226.7.

2 4. For at least four (4) years prior to the filing of this action and continuing to the  
3 present, Defendant has failed to reimburse Plaintiff and the Proposed Class for their mileage.  
4 Plaintiff and the Proposed Class are required to work without being reimbursed for their business  
5 expenses.

6 5. For at least four (4) years prior to the filing of this action and continuing to the  
7 present, Defendant has failed to reimburse Plaintiff and the Proposed Class the cost of using their  
8 personal cell phones for business related purposes. Plaintiff and the Proposed Class were required  
9 to incur substantial expenses in direct consequent of the discharge of their duties for Defendant  
10 without reimbursement. Defendant required Plaintiff and the Proposed Class to use their cell  
11 phones to perform their job duties while working and this was necessary to perform their job duties  
12 as it is not possible for Plaintiff and the Proposed Class to perform or commence their job duties  
13 without the use of cell phones. These cell phones were not provided by Defendant, and Defendant  
14 failed to reimburse Plaintiff and the Proposed Class for the costs associated with using these  
15 personal cell phones.

16 6. For at least four (4) years prior to the filing of this action and continuing to the  
17 present, Defendant has failed to reimburse Plaintiff and the Proposed Class the cost of purchasing  
18 protective gear necessary to perform their job duties. The work performed by Plaintiff and the  
19 Proposed Class necessitated the use of protective gear. This gear was not provided by Defendant.  
20 As a result, Plaintiff and the Proposed Class purchased this protective gear and Defendant never  
21 reimbursed them for the cost.

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

25 8. Plaintiff, on behalf of himself and all Proposed Class Members brings this action  
26 pursuant to Labor Code §§ 201, 202, 203, 226.7, 512, 2802; Wage Order 5-2001; and California  
27 Code of Regulations, Title 8, Section 11050, seeking, meal and rest period penalties, unreimbursed  
28 expenses, other penalties, 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 Defendant enjoyed from its unlawful conduct as described herein.

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

## **II.**

### **JURISDICTION AND VENUE**

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.

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

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

14. This case should be classified as complex according to Rule 3.400 of the California

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

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

### **III.**

### **PARTIES**

#### **A. PLAINTIFF**

16. Plaintiff BRYAN MARTINEZ is a resident of California.

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

- a. Work without being provided meal periods;
- b. Work without being provided rest periods;
- c. Work without being reimbursed for their out of pocket expenses, mileage, cell phone usage, and purchased protective gear necessary for business related purposes;

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

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

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

#### **B. DEFENDANTS**

21. Defendant GREENVIEW LANDSCAPE MANAGEMENT INC. is believed to be a California corporation operating within the State of California. Defendant’s corporate address, according to the Secretary of State website<sup>1</sup>, is believed to be 6101 Quail Valley Ct. Suite C,

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<sup>1</sup> <https://bizfileonline.sos.ca.gov/search/business>

1 Riverside, CA 92507. Upon information and belief, Defendant employed Plaintiff and similarly  
2 situated persons as hourly employees within California. Defendant has done and does business  
3 throughout the State of California.

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

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

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

#### 21 IV.

#### 22 FACTUAL BACKGROUND

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

26 26. Upon information and belief, Plaintiff and the Proposed Class are covered by  
27 California Industrial Welfare Commission Occupational Wage Order No. 5-2001 (Title 8 Cal.  
28 Code of Regs. § 11050).

27. Defendant failed to inform Plaintiff and the members of the Proposed Class of their right to take compliant meal periods by way of a lawful policy.

28. Plaintiff and all Proposed Class Members have been forced by Defendant to work over five (5) hours in one day without being provided a thirty (30) minute uninterrupted meal break and not being compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided or provided after five (5) hours, all in violation of California labor laws, regulations, and Industrial Welfare Commission Wage Orders. Additionally, Defendant failed to inform Plaintiff and the Proposed Class of their right to take meal periods by way of a lawful policy.

29. Plaintiff and the Proposed Class have been required to work four hour increments (or major fractions thereof) without being provided with a ten (10) minute rest period. Additionally, Defendant failed to inform Plaintiff and the Proposed Class of their right to take rest periods by way of a lawful policy.

30. On a regular and consistent basis, Plaintiff and the Proposed Class have not been properly reimbursed expenses associated with the cost of using their personal cell phones, mileage, and protective gear necessary for the completion of their job duties. Defendant required that Plaintiff and the Proposed Class purchase their own protective gear and use their own vehicles necessary to perform and complete their job duties. Defendant also required Plaintiff and the Proposed Class be available by cell phone and answer/use their cell phones while working and this was necessary to perform their job duties.

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 Proposed 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

1 proposed class composed of and defined as follows:

2 All persons who are employed or have been employed as an hourly  
3 employee by Greenview Landscape Management Inc. in the State of  
4 California since four (4) years prior to the filing of this action to the  
present. ("Proposed Class")

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

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

11 **A. NUMEROSITY**

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

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

20 **B. COMMONALITY**

21 38. There are questions of law and fact common to the Proposed Class that predominate  
22 over any questions affecting only individual Proposed Class Members. These common questions  
23 of law and fact include, without limitation:

24 a. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 5-  
25 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class  
26 of their right to take meal periods and by failing to provide required meal periods throughout the  
27 term of employment and failing to compensate said employees one (1) hours wages in lieu of rest  
28 periods;

1           b.       Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 5 -  
2 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class  
3 of their right to take rest periods and failing to provide required rest periods throughout the term  
4 of employment and failing to compensate said employees one (1) hours wages in lieu of rest  
5 periods;

6           c.       Whether Defendants violated Labor Code § 2802 and/or Wage Order 5-  
7 2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the  
8 cost of personal cell phone usage, mileage, and purchased protective gear necessary for the  
9 completion of their job duties;

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

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

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

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

19           **C.    TYPICALITY**

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

24           **D.    ADEQUACY OF REPRESENTATION**

25          40.       Plaintiff will fairly and adequately represent and protect the interests of the  
26 members of the proposed Class.

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

## E. SUPERIORITY OF CLASS ACTION

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

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

## VI.

**FIRST CAUSE OF ACTION**

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

## **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

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

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

45. 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, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of these rights.

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

47. Defendant failed to apprise Plaintiff and the Proposed Class of their rights

1 associated with proper meal periods and failed to provide compliant meal periods. Defendant has  
2 had a consistent policy of: (1) requiring Plaintiff and the Proposed Class to take late meal breaks  
3 that occurred after the first five hours of each shift and (2) failed to pay such employees one (1)  
4 hour of pay at the employees regular rate of compensation for each workday that the first meal  
5 period was not provided within the first five (5) hours of the shift.

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

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

## 17 **VII.**

### 18 **SECOND CAUSE OF ACTION**

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

#### 20 **FAILURE TO ALLOW REST PERIODS PURSUANT TO**

#### 21 **LABOR CODE § 226.7**

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

24 51. Labor Code § 226.7 requires an employer to pay an additional hour (1) of  
25 compensation for each rest period the employer fails to provide. Employees are entitled to a paid  
26 ten (10) minute rest break for every four (4) hours worked (or major fraction thereof). Defendant  
27 failed to maintain a policy informing Plaintiff and the Proposed Class of this right.

28 52. Plaintiff and the Class consistently worked shifts with no rest breaks, and Defendant

1 failed to maintain an accurate policy advising Plaintiff and the Class of these rest breaks and failed  
2 to provide Plaintiff and the Class with rest breaks of not less than ten (10) minutes as required by  
3 the Labor Code during the relevant time period.

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

7 **VIII.**

8 **THIRD CAUSE OF ACTION**

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

10 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO**

11 **LABOR CODE § 2802**

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

14 55. Labor Code § 2802 requires employers to indemnify employees for all necessary  
15 expenditures incurred by employees in the discharge of their duties.

16 56. Defendant required that Plaintiff and the Proposed Class purchase their own  
17 protective gear and use their own vehicles necessary to perform and complete their job duties.

18 57. Defendants also required Plaintiff and the Proposed Class use their cell phones  
19 while working and this was necessary to perform their job duties.

20 58. As such, these cell phones, vehicles, and protective gear were not provided by  
21 Defendant and Defendant failed to reimburse Plaintiff and the Proposed Class for the costs of  
22 regular and consistent cellular phone usage, vehicle usage, and purchased protective gear for work  
23 despite the fact that these expenditures were necessary for business related purposes.

24 59. As a result of the unlawful acts of Defendants, Plaintiff and the Proposed Class  
25 have been deprived of reimbursement in the amounts to be determined at trial, and are entitled to  
26 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

27 **IX.**

28 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

16                                   **X.**

17                   **FIFTH CAUSE OF ACTION**

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

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

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

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

28          66.     Plaintiff is a "person" within the meaning of Business & Professions Code § 17204,

1 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other  
2 appropriate equitable relief.

3 67. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business  
4 practices.

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

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

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

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

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

25 73. Unless restrained, Defendant will continue to engage in the unlawful conduct as  
26 alleged above. Pursuant to the Business & Professions Code, this court should make such orders  
27 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or  
28 employment by Defendant, its agents, or employees, of any unlawful or deceptive practices

1 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution  
2 and disgorgement of profits which may be necessary to restore Plaintiff and members of the  
3 proposed Class the money Defendant has unlawfully failed to pay.

4 **XI.**

5 **SIXTH CAUSE OF ACTION**

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

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

9 75. As a result of the acts alleged above and specifically incorporated herein, Plaintiff  
10 seeks penalties under Labor Code § 2699, *et seq.* use of Defendant's violation of Labor Code §§  
11 201, 202, 203, 226.7, 512, and 2802; Wage Order 5-2001; and California Code of Regulations,  
12 Title 8, Section 11050, which call for civil penalties.

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

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

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

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

19 78. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the  
20 LWDA<sup>2</sup> and mailed a letter by certified mail to Defendant's entity address, which is 6101 Quail  
21 Valley Ct. Suite C, Riverside, CA 92507, as proscribed by the Code on September 20, 2022,  
22 describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226.7, 512, and 2802.  
23 (*see* Exhibit "1.") Plaintiff also uploaded a notice letter to the LWDA and mailed a letter by  
24 certified mail to the Agent for Service of Process, Mayra Lara, for Defendant as listed on the  
25 Secretary of State website<sup>3</sup> located at 13327 Coffeetree St. Moreno Valley, CA 92553, as

26  
27 <sup>2</sup> 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>).

<sup>3</sup> <https://bizfileonline.sos.ca.gov/search/business>

proscribed by the Code on September 20, 2022, describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226.7, 512, and 2802. (*see* Exhibit "1.") Plaintiff received signed green return receipts from Defendant, indicating that it received Plaintiff's notice letter. (*see* Exhibit "2.") Plaintiff also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit "3").

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

### **RELIEF REQUESTED**

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

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

2. For compensatory damages in the amount of Plaintiff's and each Proposed Class Members' unreimbursed cost of personal cell phone usage, mileage, and purchased protective gear for business related purposes as a requirement of employment;

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

4. An award of prejudgment and post judgment interest;

5. An order enjoining Defendant and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226.7, 512, 2802, and IWC 5-2001;

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

1           7.       For penalties and other relief pursuant to Labor Code §2699, et seq. for Plaintiff  
2 and all other Aggrieved Employees for Defendant's violation of Labor Code §§ 201, 202, 203,  
3 226.7, 512, 2802; Wage Order 5-2001; and California Code of Regulations, Title 8, Section 11050

4           8.       An award providing for payment of costs of suit;

5           9.       An award of attorneys' fees; and

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

7                               **DEMAND FOR JURY TRIAL**

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

9  
10       DATED: December 27, 2022

KINGSLEY & KINGSLEY, APC

11  
12       By: 

Liane Katzenstein Ly

Attorneys for Plaintiff and the Proposed Class

# **EXHIBIT "1"**

# KINGSLEY & KINGSLEY

| L A W Y E R S |

September 20, 2022

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

Greenview Landscape Management Inc.  
6101 Quail Valley Ct. Suite C  
Riverside, CA 92507  
*Via Certified Mailing # 7018 1130 0001 5815 4902*

Greenview Landscape Management Inc.  
PO Box 4896  
Riverside, CA 92514  
*Via Certified Mailing # 7018 1130 0001 5815 4919*

Greenview Landscape Management Inc.  
c/o Agent for Service of Process  
Mayra Lara  
13327 Coffeetree St.  
Moreno Valley, CA 92553  
*Via Certified Mailing # 7018 1130 0001 5815 4926*

Re: Bryan Martinez v. Greenview Landscape Management Inc.  
*California Labor Code § 2699 Penalties*

Gentlepersons:

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

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by Greenview Landscape Management 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. (“aggrieved employees”).

## LABOR & WORKFORCE DEVELOPMENT AGENCY

### *California Labor Code §2699 Penalties*

September 20, 2022

Page 2 of 3

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, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. Likewise, the Wage Orders (5-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. 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, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) requiring Plaintiff and the aggrieved employees to take late meal breaks that occurred after the first five hours of each shift; (2) failed to provide meal periods entirely on some shifts; (3) failed to provide meal periods of at least thirty minutes in length; (4) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift, was short, or was not provided at all. As such, Plaintiff is an aggrieved employee and Defendant failed to provide compliant meal periods in violation of Labor Code §§ 226.7 and 512.

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 5-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant failed to provide Plaintiff and the aggrieved employees with a second rest period despite regularly requiring Plaintiff and the aggrieved employees to work over six (6) hours. As Such, Defendant failed to provide Plaintiff and the aggrieved employees with compliant 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.

LABOR & WORKFORCE DEVELOPMENT AGENCY

*California Labor Code §2699 Penalties*

September 20, 2022

Page 3 of 3

In addition, 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 the cost of using their personal cell phones and protective gear for business related purposes. Defendant required that Plaintiff and the aggrieved employees be available by cell phone and answer/use their cell phones while working and purchase protective gear, among other items, and this was necessary to perform their job duties. These cell phones and protective gear were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with using these personal cell phones and protective gear.

Defendant also required Plaintiff and all aggrieved employees to travel between job sites to perform work tasks. Because Defendant did not provide buses or other transportation to workers so that they could travel from job sites to job sites in the middle of their shifts, Plaintiff and the aggrieved employees used their own vehicles to travel from job site to job site. Defendant did not reimburse Plaintiff and the aggrieved employees for their vehicle use for travel between Defendant's job sites during the course of a work shift, in violation of California law.

Labor Code § 203 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226.7, 512, and 2802, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: \_\_\_\_\_

Liane Katzenstein Ly

LKL/tg

Cc: 1. ABRAMSON LABOR GROUP, 11846 Ventura Blvd, Suite 100, Studio City, CA 91604

# **EXHIBIT "2"**

USPS TRACKING#



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

9590 9402 7019 1225 1711 98

**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**  
**GREENVIEW LANDSCAPE MANAGEMENT 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:  
Greenview Landscape Management Inc.  
c/o Agent for Service of Process  
Mayra Lara  
13327 Coffeetree St.  
Moreno Valley, CA 92553



9590 9402 7019 1225 1711 98

2. Article Number (Transfer from service label)  
7018 1130 0001 5815 4926

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Mayra Lara

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

9/23

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

☐ Yes☒ No

Covid-19

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

**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:  
Greenview Landscape Management Inc.  
PO Box 4896  
Riverside, CA 92514



9590 9402 7019 1225 1712 04

2. Article Number (Transfer from service label)

7018 1130 0001 5815 4919

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

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Alvin Saldana

C. Date of Delivery

9-28-22

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☒ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery  
(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted  
Delivery

☐ Signature Confirmation™

☐ Signature Confirmation  
Restricted Delivery

Domestic Return Receipt

USPS TRACKING #



9590 9402 7019 1225 1712 04

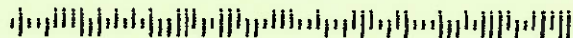
United States  
Postal Service

• 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

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

PAGA LETTER  
GREENVIEW LANDSCAPE MANAGEMENT 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 \*

Katzenstein Ly

Firm Name (if any) \*

Kingsley &amp; Kingsley, APC

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

Your Email Address \*

service@kingsleykingsley.c

Your Street Name, Number and Suite/Apt \*

16133 Ventura Boulevard

Your Mobile Phone Number

(818) 990-8300

Your City \*

Encino

Your Work Phone Number

Your State \*

California

Your Zip/Postal Code \*

91436

## Plaintiff Information

Plaintiff/Aggrieved Employee Name \*

Bryan Martinez

Plaintiff/Aggrieved Employee Occupation \*

Laborer

[Add Additional Plaintiffs](#)

## Employer Information

Employer Entity Type

Please select...

Employer Name \*

Greenview Landscape Management Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt \*

Employer City \*

6101 Quail Valley Ct. Suite C

Riverside

Employer State \*

California

Employer Zip/Postal Code \*

92507

Employer Industry \*

Other

Employer Industry for "Other" \*

Landscape Service

## 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 \*

Greenview Landscape Management Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt \*

PO Box 4896

Employer City \*

Riverside

Employer State \*

California

Employer Zip/Postal Code \*

92514

Employer Industry \*

Other

Employer Industry for "Other" \*

Landscape Service

## Additional Employer Information (Corporation/General Partnership)

[Remove](#)

Employer Entity Type

Please select...

Employer Name \*

Greenview Landscape Management Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt \*

13327 Coffeetree St.

Employer City \*

Moreno Valley

Employer State \*

California

Employer Zip/Postal Code \*

92553

Employer Industry \*

Other

Employer Industry for "Other" \*

Landscape Service

[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

(818) 990-8300

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 \*

[REDACTED] ▼

Credit Card Number \*

[REDACTED]

CVV Number \*

[REDACTED]

Credit Card Expiration Month \*

[REDACTED]

mm

Credit Card Expiration Year \*

[REDACTED]

yyyy

## Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) \*

Choose File LWDA Letter -...ment 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](mailto: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

**Thank you for submission of your PAGA Case.**

noreply@salesforce.com <noreply@salesforce.com>

on behalf of

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Tue 9/20/2022 8:48 AM

To: **Service Email** <service@kingsleykingsley.com>

External Email!

9/20/2022

LWDA Case No. LWDA-CM-908981-22

Law Firm : Kingsley & Kingsley, APC

Plaintiff Name : Bryan Martinez

Employer: Greenview Landscape Management 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](mailto: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%7CTaylor%40kingsleykingsley.com%7C3944d7e947f94d4b1fd108da9b1f7f06%7C121a7875db4c0fb25c5baf6c6ac7a5%7C1%7C0%7C637992856831655675%7CUnknown%7CTWFpbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6Ik1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=EDhYvYZ7jGG2l09gc85q4d6wAwJ0Dna6lwT1qESIUow%3D&reserved=0>

## State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

noreply@salesforce.com <noreply@salesforce.com>  
on behalf of  
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Tue 9/20/2022 8:48 AM

To: **Service Email** <service@kingsleykingsley.com>  
External Email!

Thank you for your payment.

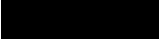
### Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-908981-22

Order Number: ORD-000194207

Total:\$75.00

Card Type: 

Date: 9/20/2022

---

### Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Boulevard Suite 1200

Encino, California

91436