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

NANCY MARQUEZ MALDONADO
A.K.A. NANCY MALDONADO
MARQUEZ, an individual, on behalf of
herself and others similarly situated

PLAINTIFF,

v.

BALDA C. BREWER, INC.; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. CIVSB2219827

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

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7
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 NANCY MARQUEZ MALDONADO A.K.A. NANCY MALDONADO
2 MARQUEZ, an individual, on behalf of herself, all others similarly situated, and on behalf of the
3 people of the State of California and as an “aggrieved employee” under Labor Code Private
4 Attorneys General Act of 2004, § 2699, *et seq.* (hereafter “PAGA”), complains of Defendant
5 BALDA C. BREWER, INC. (“Defendant”) and 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 hourly employees worked for Balda C. Brewer, Inc., directly or
11 through a staffing agency, who are employed or have been
12 employed by Balda C. Brewer, 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. (“Proposed Class”)

13 2. From at least four (4) years prior to the filing of this action continuing to the present,
14 Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all
15 Proposed Class members because Defendant adopted an alternative workweek schedule that
16 provides that Plaintiff and all Proposed Class members work more than 40 hours per alternative
17 work week without being paid at one and one-half (1 ½) times Plaintiff and all Proposed Class
18 members’ regular rate of pay. Defendant failed to lawfully adopt an alternative workweek schedule
19 for employees employed through a staffing agency and failed to properly compensate Plaintiff and
20 all Proposed Class members for overtime when they worked over forty hours in a work week.

21 3. From at least four (4) years prior to the filing of this action and continuing to the
22 present, Defendant has had a consistent policy of failing to provide compliant meal periods for the
23 following reasons:

- 24
- 25 a. Defendant failed to apprise Plaintiff and Proposed Class members of
26 their rights associated with meal periods by way of lawful written policy
27 and failed to provide compliant meal periods for shifts of over five (5)
hours in length.
- 28 b. Defendant failed to provide compliant thirty (30) minute uninterrupted
meal periods. Defendant has had a consistent policy of: (1) requiring

1 Plaintiff and all Proposed Class members to take meal breaks that
2 occurred after the first five hours of each shift; (2) failing to provide
3 meal periods on all shifts of over five (5) hours in length; (3) required
4 Plaintiff and Proposed Class members to work shifts over ten (10) hours
5 without providing a second meal period of thirty minutes in length
6 altogether; and (4) failed to pay such employees one (1) hour of pay at
7 the employees regular rate of compensation for each workday that the
8 first and second meal periods were not provided within the first (5)
9 hours of the shift or for shifts over ten (10) hours.

- 10 c. Defendant has maintained an unlawful meal rounding policy wherein it
11 rounded time for an employee's meal break regardless of whether a 30-
12 minute compliant meal period was actually provided under California
13 law. This rounding policy was unlawful and did not account for whether
14 the meal periods were provided, employees took their meal periods at
15 all, took timely meal periods, and/or took meal periods of less than thirty
16 minutes.

17 4. For at least four (4) years prior to the filing of this action and continuing to the
18 present, Defendant has had a consistent policy of failing to provide Plaintiff and Proposed Class
19 members with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major
20 fraction thereof. Additionally, on a regular and consistent basis, Defendant failed to provide
21 Plaintiff and the Proposed Class members with a third rest period despite regularly requiring
22 Plaintiff and Proposed Class members to work over ten (10) hours.

23 5. For at least one (1) year prior to the filing of this action continuing to the present,
24 Defendant has had a consistent policy and practice of issuing to Plaintiff and Proposed Class
25 members itemized wage statements that did not include all applicable hourly rates in effect during
26 the pay period and the corresponding number of hours worked at each hourly rate by the employee,
27 in violation of Labor Code § 226(a)(2) and (9). The itemized wage statements provided to
28 Plaintiff and Proposed Class members did not include the hours worked at each hourly rate.
Defendant failed to indicate the temporary service assignments and the number of 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 on the wage statements in violation of the Labor
Code.

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

1 the Proposed Class.

2 7. Plaintiff, on behalf of herself and all Proposed Class members brings this action
3 pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 511, 512, 1194 and 1199; Wage
4 Order 1-2001; and California Code of Regulations, Title 8, Section 11010, seeking unpaid
5 wages/overtime, meal and rest period penalties, accurate itemized wage statements, other
6 penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

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

10 9. 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 herself and all aggrieved employees presently or
15 formerly employed by Defendant during the liability period as defined in her 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 §§ 201, 202, 203, 226(a), 226.7, 510, 511, 512, 1194
18 and 1199.

19 **II.**

20 **JURISDICTION AND VENUE**

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

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

1 Professions Code § 17200, *et seq.*

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

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

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

13 **III.**

14 **PARTIES**

15 **A. PLAINTIFF**

16 15. Plaintiff NANCY MARQUEZ MALDONADO A.K.A. NANCY MALDONADO
17 MARQUEZ is a resident of California.

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

- 19 a. Work without being paid for all hours at the appropriate overtime rate;
20 b. Work without being provided compliant first and second meal periods;
21 c. Work without being provided lawful rest periods;
22 d. Work without being provided accurate itemized wage statements.

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

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

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

1 §2699(c.)

2 **B. DEFENDANTS**

3 20. Defendant BALDA C. BREWER, INC. is believed to be a California corporation
4 operating within the State of California. Defendant's corporate address is believed to be 4501 E
5 Wall Street, Ontario, CA 91761. Upon information and belief, Defendant employed Plaintiff and
6 similarly situated persons as hourly employees within California. Defendant has done and does
7 business throughout the State of California.

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

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

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

25 **IV.**

26 **FACTUAL BACKGROUND**

27 24. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been
28 classified as non-exempt employees by Defendant. Defendant hires employees who work as

hourly employees who are paid on an hourly basis.

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

26. Plaintiff and the Proposed Class members were not paid wages and/or overtime at the appropriate rate of pay because Defendant adopted an alternative workweek schedule that provides that Plaintiff and all Proposed Class members work more than 40 hours per alternative work week without being paid at one and one-half (1 ½) times Plaintiff and Proposed Class members' regular rate of pay. Defendant failed to lawfully adopt an alternative workweek schedule and, as a result, failed to properly compensate Plaintiff and all Proposed Class members for overtime when they worked over forty hours in a work week.

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

28. Plaintiff and 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 all Proposed Class members have been forced by Defendant to work over ten (10) hours in one day without being provided a second thirty (30) minute uninterrupted meal break period(s) and not being compensated one (1) hour of pay at the regular rate of compensation for each workday that a second meal period was not provided, 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 second meal periods by way of a lawful policy.

30. Defendant has maintained an unlawful meal rounding policy wherein it rounded

1 time for an employee's meal break regardless of whether a 30-minute compliant meal period was
2 actually provided under California law. This rounding policy was unlawful and did not account
3 for whether the meal periods were provided, employees took their meal periods at all, took timely
4 meal periods, and/or took meal periods of less than thirty minutes.

5 31. Plaintiff and the Proposed Class have been required to work four-hour increments
6 (or major fractions thereof) without being provided with a ten (10) minute rest period. Also,
7 Defendant failed to provide Plaintiff and the Proposed Class members with a third rest period
8 despite regularly requiring Plaintiff and the Proposed Class to work over ten (10) hours.
9 Additionally, Defendant failed to inform Plaintiff and the Proposed Class of their right to take rest
10 periods by way of a lawful policy.

11 32. Defendant has failed to comply with Industrial Welfare Commission ("IWC")
12 Wage Order 1-2001(7) and Labor Code § 226(a) by issuing to Plaintiff and the Proposed Class
13 members itemized wage statements that did not include all applicable hourly rates in effect during
14 the pay period and the corresponding number of hours worked at each hourly rate by the employee,
15 in violation of Labor Code §§ 226(a)(2) and (9). The itemized wage statements provided to
16 Plaintiff and the Proposed Class members did not include the hours worked at each hourly rate.
17 Defendant failed to indicate the temporary service assignments and the number of hours worked
18 and all applicable hourly rates in effect during the pay period and the corresponding number of
19 hours worked at each hourly rate by the employee on the wage statements in violation of the Labor
20 Code.

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

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

25 V.

26 CLASS ACTION ALLEGATIONS

27 35. Plaintiff brings this action on behalf of herself, and all others similarly situated as
28 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 hourly employees worked for Balda C. Brewer, Inc., directly or
3 through a staffing agency, who are employed or have been
4 employed by Balda C. Brewer, Inc., in the State of California who
5 worked one or more pay periods since four (4) years prior to the
6 filing of this action to the present. ("Proposed Class")

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

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

13 **A. NUMEROSITY**

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

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

22 **B. COMMONALITY**

23 40. There are questions of law and fact common to the Proposed Class that predominate
24 over any questions affecting only individual Proposed Class members. These common questions
25 of law and fact include, without limitation:

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

28 b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 1-
2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class

1 of their right to take meal periods and by failing to provide required meal periods throughout the
2 term of employment and failing to compensate said employees one (1) hours wages in lieu of rest
3 periods;

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

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

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

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

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

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

21 **C. TYPICALITY**

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

26 **D. ADEQUACY OF REPRESENTATION**

27 42. Plaintiff will fairly and adequately represent and protect the interests of the
28 members of the Proposed Class. Counsel who represent Plaintiff and the Proposed Class are

competent and experienced in litigating large employment class actions.

E. SUPERIORITY OF CLASS ACTION

43. 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 pay all wages due, failing to provide meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

44. 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 HERSELF AND THE PROPOSED CLASS

FAILURE TO PAY WAGES AND/OR OVERTIME UNDER

LABOR CODE §§ 510, 511, 1194, 1199 AND IWC WAGE ORDER 1-2001(3)(B)

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

46. Labor Code §§ 510, 511, 1194, and 1199. Labor Code §§ 1194 and 1199 require an employer to pay its employees the legal minimum wage and the legal overtime compensation applicable. Labor Code § 510(a) states that eight hours of labor constitutes a day's work and any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek must be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay.

47. Labor Code § 511 and IWC Wage Order 1-2001(3)(B) provide, upon the proposal

of an employer, for the adoption of an alternative workweek schedule that authorizes work by the affected employees for no longer than 10 hours per day within a 40-hour workweek without the payment to the affected employees of an overtime rate of compensation pursuant to this section. Furthermore, these statutes state that “all work performed in any workday beyond the schedule established by the agreement up to 12 hours a day or beyond 40 hours per week shall be paid at one and one-half (1 ½) times the employee’s regular rate of pay. All work performed in excess of 12 hours per day and any work in excess of eight (8) hours on those days worked beyond the regularly scheduled number of workdays established by the alternative workweek agreement shall be paid at double the employee’s regular rate of pay. Any alternative workweek agreement adopted pursuant to this section shall provide for not less than four (4) hours of work in any shift. Nothing in this section shall prohibit an employer, at the request of the employee, to substitute one day of work for another day of the same length in the shift provided by the alternative workweek agreement on an occasional basis to meet the personal needs of the employee without the payment of overtime. No hours paid at either one and one-half (1 ½) or double the regular rate of pay shall be included in determining when 40 hours have been worked for the purpose of computing overtime compensation.”

48. Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all Proposed Class members because Defendant adopted an alternative workweek schedule that provides that Plaintiff and all Proposed Class members work more than 40 hours per alternative work week without being paid at one and one-half (1 ½) times Plaintiff and all Proposed Class members’ regular rate of pay. As such, Defendant failed to lawfully adopt an alternative workweek schedule and failed to properly compensate Plaintiff and all Proposed Class members for overtime when they worked over forty hours in a work week.

49. By their policy of requiring Plaintiff and members of the Proposed Class to work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the rate of one-half (1 ½) their regular rate of pay, Defendant willfully violated the provisions of Labor Code §§ 510, 511, 1194 and 1199.

50. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class

1 members have been deprived of wages and/or overtime in amounts to be determined at trial, and
2 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
3 costs.

4 **VII.**

5 **SECOND CAUSE OF ACTION**

6 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

7 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

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

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

11 52. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
12 compensation for each meal period the employer fails to provide. Employees are entitled to a first
13 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
14 first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts
15 over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after
16 no more than ten (10) hours of work.

17 53. Wage Orders (1-2001) state that: An employer may not employ an employee for a
18 work period of more than ten (10) hours per day without providing the employee with a second
19 meal period of not less than thirty (30) minutes, except that if the total hours worked is no more
20 than twelve (12) hours, the second meal period may be waived by mutual consent of the employer
21 and the employee only if the first meal period was not waived. Pursuant to Labor Code § 226.7(c),
22 if an employer fails to provide an employee with a lawful meal period, the employer must pay the
23 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
24 that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or
25 was not provided in a timely manner.

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

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

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

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

7 57. Additionally, Defendant has maintained an unlawful meal rounding policy wherein
8 it rounded time for an employee's meal break regardless of whether a 30-minute compliant meal
9 period was actually provided under California law. This rounding policy was unlawful and did
10 not account for whether the meal periods were provided, employees took their meal periods at all,
11 took timely meal periods, and/or took meal periods of less than thirty minutes.

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

15 **VIII.**

16 **THIRD CAUSE OF ACTION**

17 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

18 **FAILURE TO ALLOW REST PERIODS PURSUANT TO**

19 **LABOR CODE § 226.7**

20 59. Plaintiff, on behalf herself and the Proposed Class, realleges and incorporates by
21 reference all previous paragraphs.

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

26 61. Defendant failed to provide Plaintiff and the Proposed Class members with rest
27 breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof.
28 Additionally, on a regular and consistent basis, Defendant failed to provide Plaintiff and the

1 Proposed Class members with a third rest period despite regularly requiring Plaintiff and the
2 Proposed Class members to work over ten (10) hours. As such, Defendant failed to provide
3 Plaintiff and the Proposed Class members with compliant rest periods. Further, Plaintiff and the
4 Proposed Class members were not compensated with one (1) hour of wages for each missed rest
5 period as required by Labor Code § 226.7.

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

9 **IX.**

10 **FOURTH CAUSE OF ACTION**

11 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

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

13 63. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
14 reference all previous paragraphs.

15 64. Labor Code § 226(a)(2) requires that every employer shall semimonthly or at the
16 time of each payment of wages, furnish each of his or her employees, an accurate itemized
17 statement in writing showing the total hours worked by the employee.

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

22 66. Plaintiff and the Proposed Class are issued wage statements that do not include the
23 total hours worked by the employee. Additionally, Plaintiff and the Proposed Class are issued wage
24 statements that do not include all applicable hourly rates in effect during the pay period and the
25 corresponding number of hours worked at an hourly rate by the employee. Defendant failed to
26 indicate the temporary service assignments and the number of hours worked and all applicable
27 hourly rates in effect during the pay period and the corresponding number of hours worked at each
28 hourly rate by the employee on the wage statements in violation of the Labor Code.

67. As a result of Defendant's failure to pay wages as described above, Defendant has failed to include the appropriate rates of pay and the accurate hours worked on itemized wage statements for Plaintiff and the Proposed Class.

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

69. 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 HERSELF AND THE PROPOSED CLASS

WAITING TIME PENALTIES UNDER LABOR CODE §§ 201, 202, AND 203

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

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

72. 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 §§ 201, 202, and 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.

73. 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. Pursuant to the provisions of Labor Code §§ 201, 202, and 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.

1 **XI.**

2 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

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

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

25 79. Defendant has violated statutes and public policies as alleged herein. Through the
26 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
27 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
28 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,

1 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
2 guaranteed to all employees under law.

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

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

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

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

17 **XII.**

18 **SEVENTH CAUSE OF ACTION**

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

20 1. Plaintiff, on behalf of herself and all aggrieved employees, realleges and
21 incorporates by reference all previous paragraphs.

22 2. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
23 seeks penalties under Labor Code § 2699, *et seq.* use of Defendant's violation of Labor Code §§
24 201, 202, 203, 226(a), 226.7, 510, 511, 512, 1194 and 1199; Wage Order 5-2001; and California
25 Code of Regulations, Title 8, Section 11010, which call for civil penalties.

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

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

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

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

5. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the LWDA¹ and mailed a letter by certified mail to Defendant's entity address, which is 4501 E Wall Street, Ontario, CA 91761, as proscribed by the Code on September 8, 2022, describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 511, 512, 1194 and 1199. (*see* Exhibit "1.") Plaintiff also uploaded a notice letter to the LWDA as proscribed by the Code on September 8, 2022, describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, and 1199. (*see* Exhibit "1.") Plaintiff also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit "2").

6. 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 unpaid wages and/or overtime not paid to Plaintiff and each Proposed Class Member 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' 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;

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

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

1 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 4. For penalties pursuant to Labor Code §§ 201, 202, and 203 for all employees who
4 were terminated or resigned equal to their daily wage times thirty (30) days;

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

6 6. 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 wages and/or
8 overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon
9 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 511, 512,
10 1194 and 1199, and IWC 1-2001;

11 7. 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 8. An award providing for payment of costs of suit;

14 9. An award of attorneys' fees; and

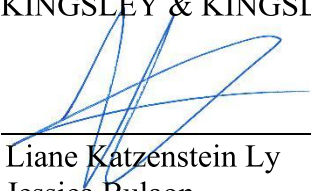
15 10. Such other and further relief as this Court may deem proper and just.

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

18
19 DATED: December 20, 2022

KINGSLEY & KINGSLEY, APC

20
21 By: 

Liane Katzenstein Ly

Jessica Bulaon

Attorneys for Plaintiff and the Proposed Class

EXHIBIT "1"



September 8, 2022

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

Balda C. Brewer, Inc.
4501 E Wall Street
Ontario, CA 91761

Re: Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez v. Balda C.
Brewer, Inc.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez (“Plaintiff”) and a proposed group of current and former employees working for Balda C. Brewer, 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 herself and the State of California as well as on behalf of a group of aggrieved employees defined as: All hourly employees worked for Balda C. Brewer, Inc., directly or through a staffing agency, who are employed or have been employed by Balda C. Brewer, 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”).

Defendant engaged in a practice of failing to pay wages/overtime pursuant to Labor Code §§ 510, 511, 1194, and 1199. Labor Code §§ 1194 and 1199 require an employer to pay its employees the legal minimum wage and the legal overtime compensation applicable. Labor Code § 510(a) states that eight hours of labor constitutes a day’s work and any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek must be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay.

Labor Code § 511 and IWC Wage Order 1-2001(3)(B) provide, upon the proposal of an employer, for the adoption of an alternative workweek schedule that authorizes work by the affected employees for no longer than 10 hours per day within a 40-hour workweek without the payment

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

September 8, 2022

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to the affected employees of an overtime rate of compensation pursuant to this section. Furthermore, these statutes state that “all work performed in any workday beyond the schedule established by the agreement up to 12 hours a day or beyond 40 hours per week shall be paid at one and one-half (1 ½) times the employee’s regular rate of pay. All work performed in excess of 12 hours per day and any work in excess of eight (8) hours on those days worked beyond the regularly scheduled number of workdays established by the alternative workweek agreement shall be paid at double the employee’s regular rate of pay. Any alternative workweek agreement adopted pursuant to this section shall provide for not less than four (4) hours of work in any shift. Nothing in this section shall prohibit an employer, at the request of the employee, to substitute one day of work for another day of the same length in the shift provided by the alternative workweek agreement on an occasional basis to meet the personal needs of the employee without the payment of overtime. No hours paid at either one and one-half (1 ½) or double the regular rate of pay shall be included in determining when 40 hours have been worked for the purpose of computing overtime compensation.”

Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees because Defendant failed to adopt a lawful alternative work week schedule for its employees employed through the staffing agencies. The alternative work week schedule it utilized was unlawful and as a result, Plaintiff and all aggrieved employees work more than 40 hours per alternative work week without being paid at one and one-half (1 ½) times Plaintiff and all aggrieved employees’ regular rate of pay. As such, Defendant failed to lawfully adopt an alternative workweek schedule and failed to properly compensate Plaintiff and all aggrieved employees for overtime when they worked over forty hours in a work week.

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 aggrieved employees of these rights. Likewise, the Wage Orders (1-2001) 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 by way of lawful written policy and failed to provide compliant meal periods.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

September 8, 2022

Page 3 of 4

In addition, Defendant failed to provide compliant thirty (30) minute uninterrupted meal periods. Defendant has had a consistent policy of: (1) requiring Plaintiff and the aggrieved employees to take meal breaks that occurred after the first five hours of each shift; (2) required employees to work shifts of greater than five (5) hours without meal periods; (3) required Plaintiff and the aggrieved employees to work shifts over ten (10) hours without providing a second meal period of thirty minutes in length altogether; and (3) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first and second meal periods were not provided within the first (5) hours of the shift or for shifts over ten (10) hours.

Further, Defendant has maintained an unlawful meal rounding policy wherein it rounded time for an employee's meal break regardless of whether a 30-minute compliant meal period was actually provided under California law. This rounding policy was unlawful and did not account for whether the meal periods were provided, employees took their meal periods at all, took timely meal periods, and/or took meal periods of less than thirty minutes.

Pursuant to Labor Code § 226.7 and Wage Order 1-2001, 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. Additionally, on a regular and consistent basis, Defendant failed to provide Plaintiff and the aggrieved employees with a third rest period despite regularly requiring Plaintiff and the aggrieved employees to work over ten (10) 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 Code §§ 226(a)(2) and (9) require that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendant issued to Plaintiff and the aggrieved employees itemized wage statements that did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code §§ 226(a)(2) and (9). The itemized wage statements provided to Plaintiff and the aggrieved employees did not include the hours worked at each hourly rate. Defendant failed to indicate the temporary service assignments and the number of 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 on the wage statements in violation of the Labor Code.

Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an

aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 511, 512, 1194 and 1199 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/lis

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
 2. Balda C. Brewer, Inc. via USPS Certified Mail # 7018 1130 0001 4773
 3. Winston Law Group, P.C., 1180 S Beverly Dr, #320, Los Angeles, CA 90035

EXHIBIT "2"



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 *

service@kingsleykingsley.com

Your Street Name, Number and Suite/Apt * Your Mobile Phone Number

16133 Ventura Blvd Suite

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Nancy Marquez Maldonado a.k.a. Nancy Maldonado

Plaintiff/Aggrieved Employee Occupation *

Manufacturer

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select... ▼

Employer Name *

Balda C. Brewer, Inc.
Maximum 80 Character Limit

Employer City *

Ontario

Employer Street Name, Number and Suite/Apt *

4501 E. Wall Street

Employer State *

California ▼

Employer Zip/Postal Code *

91761

Employer Industry *

Other ▼

Employer Industry for "Other" *

Manufacturing

Add additional defendants

☐ Add any entity other than an individual

☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

Child Labor – Specify Ages

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

PAGA Claim Type – Check All that Apply *

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

Filing Fee

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

IFP

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

Billing information

Billing First Name *

Billing Last Name *

Billing Email *

Billing Phone

Billing Street Name, Number and Suite/Apt *

Billing City *

Billing State *

Billing Zip/Postal Code *

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) *

Choose File

Balda C Brewer...er 9.8.22.pdf

Other Attachment – (if any) (must be a .pdf)

Choose File

No file chosen

[Add Another Attachment](#)

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

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

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

Previous Page

Submit

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

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Thursday, September 8, 2022 9:23 AM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

External Email!

9/8/2022

LWDA Case No. LWDA-CM-906615-22
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez
Employer: Balda C. Brewer, 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%7CLealie%40kingsleykingsley.com%7Cca173b2535ee457194e008da91b65f2f%7C121a7875db4eb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C637982509729382041%7CUnknown%7CTWFPbGZsb3d8eyJWljoimc4wLjAwMDAiLCJQljoiv2luMzliLCJBTil6lk1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=6uA%2FV7UVCDZfDWSaQpR8SaE0hK%2B9BqYWVhZUVBHmc0%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Thursday, September 8, 2022 9:23 AM
To: Service Email
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-906615-22

Order Number: ORD-000192760

Total:\$75.00

Card Type: Master Card

Date: 9/8/2022

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd Suite 1200

Encino, California

91436