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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

NICOLE PARIS, an individual, on behalf of
herself and others similarly situated

PLAINTIFF,

v.

ALLERGY & ASTHMA MEDICAL
GROUP OF THE BAY AREA, INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. C22-02359

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

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

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

1 Plaintiff NICOLE PARIS, an individual, on behalf of herself, all others similarly situated,
2 and on behalf of the people of the State of California and as an “aggrieved employee” under Labor
3 Code Private Attorneys General Act of 2004, § 2699, *et seq.* (hereafter “PAGA”), complains of
4 Defendant ALLERGY & ASTHMA MEDICAL GROUP OF THE BAY AREA, INC.
5 (“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 persons who are employed or have been employed as a non-
11 exempt employee by Allergy & Asthma Medical Group of the Bay
12 Area, Inc., in the State of California who worked one or more pay
13 periods since four (4) years prior to the filing of this action to the
14 present plus any additional time during which the statutes of
limitation for the causes of action herein were tolled pursuant to
Emergency Rule 9 of the California Rules of Court, the ‘Emergency
Rules Related to COVID-19’. (“Proposed Class”)

15 2. From at least four (4) years prior to the filing of this action and continuing to the
16 present, Defendant has had a consistent policy of failing to inform Proposed Class of their right to
17 take meal periods, failing to provide compliant meal periods, and failing to pay such employees
18 one (1) hour of pay at the employees’ regular rate of compensation for each workday that the
19 compliant meal period was not provided as required by California state wage and hour laws.
20 Defendant also maintains an unlawful policy of requiring Plaintiff and the Proposed Class to
21 remain at their post, without relief, during meals periods in violation of Labor Code. Further, when
22 meal period premiums are provided, if any, Defendant has had a consistent policy of paying meal
23 period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and
24 512.

25 3. For at least four (4) years prior to the filing of this action continuing to the present,
26 Defendant has had a consistent policy of failing to inform Plaintiff and the Proposed Class of their
27 rights associated with rest period and failing to provide Plaintiff and the Proposed Class with
28 proper rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction

1 thereof by way of a lawful policy. Defendant maintains an unlawful policy of requiring Plaintiff
2 and the Proposed Class to remain at their post, without relief, during rest periods in violation of
3 Labor Code. Plaintiff and the Proposed Class were not compensated with one (1) hour of wages
4 for each missed rest period as required by Labor Code. Defendant had a consistent policy of
5 paying rest premiums at the base rate and not the blended rate when paying rest period premiums,
6 if any, in violation of Labor Code §§ 226.7.

7 4. For at least four (4) years prior to the filing of this action and continuing to the
8 present, Defendant has failed to reimburse Plaintiff and the Proposed Class the cost of using their
9 personal cell phones for business related purposes. Defendant required that Plaintiff and the
10 Proposed Class be available by cell phone and answer/use their cell phones to communicate with
11 patients and Defendant while working and this was necessary to perform their job duties. These
12 cell phones were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the
13 Proposed Class for the costs associated with using these personal cell phones.

14 5. For at least one (1) year prior to the filing of this action continuing to the present,
15 Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 4-2001
16 and Labor Code § 226(a) by failing to provide Plaintiff and the Proposed Class accurate itemized
17 wage statements in writing showing all applicable hourly rates in effect during the pay period and
18 the corresponding number of hours worked at each hourly rate by the employee. Plaintiff and
19 Proposed Class are issued wage statements that do not accurately show meal and rest premiums as
20 a result of the claims alleged above and when they are provided, they are not provided at the proper
21 rate.

22 6. 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 7. Plaintiff, on behalf of herself and all Proposed Class Members brings this action
26 pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802; Wage Order 4-2001; and
27 California Code of Regulations, Title 8, Section 11040, seeking unpaid wages/overtime, meal and
28 rest period penalties, unreimbursed expenses, accurate itemized wage statements, other penalties,

injunctive and other equitable relief, and reasonable attorneys' fees and costs.

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

9. For at least one (1) year prior to the date of the letter sent to the Labor Workforce and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to PAGA and continuing to the present and as extended by Emergency Rule 9 referenced in paragraph 2 above, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim pursuant to PAGA. Plaintiff, on behalf of herself and all aggrieved employees presently or formerly employed by Defendant during the liability period as defined in her 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 Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802.

II.

JURISDICTION AND VENUE

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

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

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

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

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

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

III.

PARTIES

A. PLAINTIFF

15. Plaintiff NICOLE PARIS is a resident of California.

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

- a. Work without being provided meal periods;
- b. Work without being provided compliant rest periods;
- c. Work without being reimbursed for their out of pocket expenses;
- d. Work without being provided accurate itemized wage statements.

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

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

B. 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).)DEFENDANTS

19. Defendant ALLERGY & ASTHMA MEDICAL GROUP OF THE BAY AREA, INC. is believed to be a California corporation operating within the State of California. Defendant’s corporate address is believed to be 370 N. Wiget Lane #210, Walnut Creek, CA 94598. Upon information and belief, Defendant employed Plaintiff and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the

1 State of California.

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

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

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

19 **IV.**

20 **FACTUAL BACKGROUND**

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

24 24. Upon information and belief, Plaintiff and the Proposed Class are covered by
25 California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8 Cal.
26 Code of Regs. § 11040).

27 25. Defendant failed to inform Plaintiff and the members of the Proposed Class of their
28 right to take compliant meal periods as follows:

1 a. Plaintiff and all Proposed Class Members have been forced by Defendant to work
2 over five (5) hours in one day without being provided a thirty (30) minute uninterrupted meal
3 break. Additionally, Plaintiff and all Proposed Class Members have been forced by Defendant to
4 remain at their post while taking meal breaks during each shift without being compensated one (1)
5 hour of pay at the regular rate of compensation for each workday that a meal period was not
6 provided or provided after five (5) hours, all in violation of California labor laws, regulations, and
7 Industrial Welfare Commission Wage Orders.

8 b. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, (2021)
9 11 Cal. 5th 858, 863, the California Supreme Court set forth the formula for calculating the one
10 extra hour of premium pay that employees are owed if an employer fails to provide a compliant
11 meal period or rest break. Specifically, the Court held that those premium payments must include
12 the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot
13 simply be paid at an employee's base hourly rate. Defendant has had a consistent policy of paying
14 meal period premiums at the base rate and not the blended rate when meal period premiums are
15 provided, in violation of *Ferra* and Labor Code §§ 226.7 and 512.

16 26. Defendant failed to inform Plaintiff and the members of the Proposed Class of their
17 right to take compliant rest periods by lawful way of policy. Plaintiff and all Proposed Class
18 Members have been required by Defendant to remain at their post, without relief, during rest
19 periods in violation of Labor Code, thus forcing them to work four-hour increments (or major
20 fraction thereof) without being provided compliant ten (ten) minute rest periods. Plaintiff and the
21 Proposed Class were not compensated with one (1) hour of wages at the regular rate of
22 compensation for each missed rest period as required.

23 27. On a regular and consistent basis, Plaintiff and the Proposed Class have not been
24 properly reimbursed expenses associated with the cost of using their personal cell phones for the
25 completion of their job duties. Defendant has failed to reimburse Plaintiff and the Proposed Class
26 the cost of using their personal cell phones for business related purposes. Defendant required that
27 Plaintiff and the Proposed Class be available by cell phone and answer/use their cell phones to
28 communicate with patients and Defendant while working and this was necessary to perform their

1 job duties. These cell phones were not provided by Defendant, and Defendant failed to reimburse
2 Plaintiff and the Proposed Class for the costs associated with using these personal cell phones.

3 28. For at least one (1) year prior to the filing of this action continuing to the present,
4 Defendant has failed to comply with Labor Code § 226(a). Defendant issued to Plaintiff and the
5 Proposed Class itemized wage statements that did not include all applicable hourly rates in effect
6 during the pay period and the corresponding number of hours worked at each hourly rate by the
7 employee. Plaintiff and the Proposed Class are issued wage statements that do not accurately show
8 meal and rest premiums as a result of the claims alleged above and when they are provided, they
9 are not provided at the proper rate.

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

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

14 **V.**

15 **CLASS ACTION ALLEGATIONS**

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

19 All persons who are employed or have been employed as a non-
20 exempt employee by Allergy & Asthma Medical Group of the Bay
21 Area, Inc., in the State of California who worked one or more pay
22 periods since four (4) years prior to the filing of this action to the
23 present plus any additional time during which the statutes of
24 limitation for the causes of action herein were tolled pursuant to
25 Emergency Rule 9 of the California Rules of Court, the 'Emergency
26 Rules Related to COVID-19'. ("Proposed Class")

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

30 33. This action has been brought and may properly be maintained as a class action
31 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined

community of interest in the litigation and the Proposed Classes are easily ascertainable.

A. NUMEROSITY

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

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

B. COMMONALITY

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

a. Whether Defendant violated Labor Code § 226.7, 512, and IWC Wage Order 4-2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class of their right to take meal periods, by requiring Plaintiff and the Proposed Class to remain at their post while taking meal breaks during each shift, and by failing to provide required meal periods throughout the term of employment and failing to compensate said employees one (1) hours wages in lieu of rest periods;

b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 4 - 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class of their right to take rest periods, requiring Plaintiff and the Proposed Class to remain at their post, without relief, during rest periods, failing to provide required rest periods throughout the term of employment, and failing to compensate said employees one (1) hours wages in lieu of rest periods;

c. Whether Defendants violated Labor Code § 2802 and/or Wage Order 4- 2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the cost of cell phone use;

1 d. Whether Defendants violated Labor Code § 226(a) and Wage Order 4-2001
2 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11040 by failing to
3 provide accurate itemized wage statements to Plaintiff and the members of the Proposed Class;

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

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

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

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

13 **C. TYPICALITY**

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

18 **D. ADEQUACY OF REPRESENTATION**

19 38. Plaintiff will fairly and adequately represent and protect the interests of the
20 members of the proposed Class. Counsel who represent Plaintiff and the Proposed Class are
21 competent and experienced in litigating large employment class actions.

22 **E. SUPERIORITY OF CLASS ACTION**

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

1 accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

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

6 **I.**

7 **FIRST CAUSE OF ACTION**

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

9 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

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

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

13 42. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
14 compensation for each meal period the employer fails to provide. Employees are entitled to a first
15 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
16 first five (5) hours of the shift. This time must be free from all work duties and uninterrupted.

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

19 44. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.
20 Defendant failed to provide Plaintiff and the Proposed Class with proper meal periods of not less
21 than thirty (30) minutes as required by the Labor Code during the relevant time period. Defendant
22 has had a consistent policy of requiring Plaintiff and the Proposed Class to remain at their post,
23 without relief, while taking meal breaks during each scheduled shift.

24 45. Defendant has had a consistent policy of paying meal period premiums if any, at
25 the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

26 46. Defendant has had a consistent policy of failing to pay Plaintiff and the members
27 of the Proposed Class one (1) hour of pay at the employees' regular rate of compensation for each
28 workday that the first meal period was not provided within the first five (5) hours of the shift in

violation of Labor Code §§ 226.7 and 512. On July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal. 5th 858, 863, 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.

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

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II.

SECOND CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS

FAILURE TO PROVIDE REST PERIODS PURSUANT TO

LABOR CODE § 226.7

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

49. Labor Code § 226.7 and Wage Order 4-2001 require an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof).

50. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of their rights associated with rest periods.

51. Plaintiff and the Proposed Class consistently worked shifts without being provided compliant rest periods.

52. Defendant failed to provide Plaintiff and the Class with rest breaks of not less than ten (10) minutes as required by the Labor Code during the relevant time period. Plaintiff and the Proposed Class were required by Defendant to remain at their post, without relief, during rest periods in violation of Labor Code.

53. Defendant had a consistent policy of paying rest premiums, if any, at the base rate and not the blended rate in violation of Labor Code §§ 226.7.

54. Plaintiff and members of the Proposed Class were not compensated with one (1) hour of wages at the regular rate of compensation for each missed rest period as required by Labor Code § 226.7. *Ferra v. Loews Hollywood Hotel, LLC* requires the rest period premium payments to 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.

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

III.

THIRD CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS

FAILURE TO REIMBURSE EXPENSES PURSUANT TO

LABOR CODE § 2802

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

57. Labor Code § 2802 requires employers to indemnify employees for or 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.

58. Defendants have failed to reimburse Plaintiff and the Proposed Class for the cost

1 of using their personal cellphone for business related purposes. Defendant required that Plaintiff
2 and the Proposed Class be available by cell phone and answer/use their cell phones to communicate
3 with patients while working, and this was necessary to perform their job duties. These cell phones
4 were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the Proposed
5 Class for the costs associated with using these personal cell phones.

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

9 **IV.**

10 **FOURTH CAUSE OF ACTION**

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

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

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

15 61. California Labor Code § 226(a) requires employers to issue wage statements that
16 accurately report appropriate rates of pay and the corresponding number of hours worked at each
17 hourly rate.

18 62. Defendant has failed to include the appropriate rates of pay and the accurate hours
19 worked on itemized wage statements for Plaintiff and the Proposed Class.

20 63. Defendant issued to Plaintiff and the Proposed Class itemized wage statements that
21 did not include all applicable hourly rates in effect during the pay period and the corresponding
22 number of hours worked at each hourly rate by the employee. Plaintiff and the Proposed Class are
23 issued wage statements that do not accurately show meal and rest premiums as a result of the
24 claims alleged above and when they are provided, they are not provided at the proper rate.

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

27 65. An employee suffering injury as a result of a knowing and intentional failure by an
28 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual

1 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
2 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
3 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
4 reasonable attorneys' fees.

5 **V.**

6 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

22 **VI.**

23 **SIXTH CAUSE OF ACTION**

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

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

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

28 71. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of herself,

1 on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to
2 Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this
3 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general
4 public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public
5 interest within the meaning of Code of Civil Procedure § 1021.5.

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

9 73. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
10 practices.

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

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

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

26 77. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
27 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
28 § 17200, *et seq.* of the Business & Professions Code.

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

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

VII.

SEVENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.

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

2. As a result of the acts alleged above and specifically incorporated herein, Plaintiff seeks penalties under Labor Code § 2699, *et seq.* use of Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802; Wage Order 4-2001; and California Code of Regulations, Title 8, Section 11040, which call for civil penalties.

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

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

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

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 370 N. Wiget

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 Lane #210, Walnut Creek, CA 94612, as proscribed by the Code on November 1, 2022, describing
2 Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802.
3 (*see* Exhibit "1.") Plaintiff received signed green return receipts from Defendant, indicating that it
4 received Plaintiff's notice letter. (*see* Exhibit "2.") Plaintiff also obtained an e-filing confirmation
5 from the LWDA confirming receipt of the notice (*see* Exhibit "3").

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

11 **RELIEF REQUESTED**

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

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

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

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

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

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

25 6. An order enjoining Defendant and its agents, servants, and employees, and all
26 persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or
27 overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon
28 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802,

1 and IWC 4-2001;

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

4 8. For penalties under Labor Code § 2699, *et seq.* for Defendant's violation of Labor
5 Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802; Wage Order 4-2001;

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

7 10. An award of attorneys' fees; and

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

9 **DEMAND FOR JURY TRIAL**

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

11
12 DATED: March 7, 2023

KINGSLEY & KINGSLEY, APC

13
14 By: 

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



November 1, 2022

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

Allergy & Asthma Medical Group of the Bay Area, Inc.
370 N. Wiget Lane #210
Walnut Creek, CA 94598

Re: Nicole Paris v. Allergy & Asthma Medical Group of the Bay Area, Inc.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Nicole Paris (“Plaintiff”) and a proposed group of current and former employees working for Allergy & Asthma Medical Group of the Bay Area, 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 persons who are employed or have been employed as a non-exempt employee by Allergy & Asthma Medical Group of the Bay Area, 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 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 (4-2001) 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.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

November 1, 2022

Page 2 of 4

Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide compliant meal periods. Defendant has had a consistent policy of requiring Plaintiff and the aggrieved employees to remain at their post while taking meal breaks during each shift and failed to pay such employees one (1) hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period was not provided each shift. Defendant maintains an unlawful policy of requiring Plaintiff and the aggrieved employees to remain at their post, without relief, during meals periods in violation of Labor Code. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal. 5th 858, 863, 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 period premiums are provided, if any, 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 4-2001, Defendant failed to provide Plaintiff and the aggrieved employees with proper rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant maintains an unlawful policy of requiring Plaintiff and the aggrieved employees to remain at their post, without relief, during rest periods in violation of Labor Code. 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.

Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages at the regular rate of compensation for each missed rest period in violation of *Ferra*. 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 paying rest period premiums, if any, Defendant had a consistent policy of paying rest premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7.

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 for business related purposes. Defendant required that Plaintiff and the aggrieved employees be available by cell phone and answer/use their cell phones to communicate

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

November 1, 2022

Page 3 of 4

with patients and Defendant while working and this was necessary to perform their job duties. These cell phones were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with using these personal cell phones.

As a result of the allegations above, Defendant also engaged in a practice of failing to furnish accurate itemized wage statements in violation of Labor Code § 226(a) to Plaintiff and all aggrieved employees. 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. Plaintiff and all aggrieved employees are issued wage statements that do not accurately show meal and rest premiums as a result of the claims alleged above and when they are provided, they are not provided at the proper rate. Thus, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

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

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly

LKL/lis

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
 2. Allergy & Asthma Medical Group of the Bay Area, Inc. via USPS Certified Mail # 7018 1130 0001 5815 1918
 3. Shimoda Law Corp., 9401 E. Stockton Blvd., Suite 120, Elk Grove, CA 95624

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

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Nicole Paris

Plaintiff/Aggrieved Employee Occupation *

healthcare worker

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation

Employer Name *

Allergy & Asthma Medical Group of the Bay Area
Maximum 80 Character Limit

Employer City *

Walnut Creek

Employer Street Name, Number and Suite/Apt *

370 N. Wiget Lane #210

Employer State *

California

Employer Zip/Postal Code *

94598

Employer Industry for "Other" *

Health

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 *

Eric

Billing Last Name *

Kingsley

This field is required.

Billing Email *

service@kingsleykingsley.com

Billing Phone

81 89908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

▼

Credit Card Number *

████████████████████

CVV Number *

Credit Card Expiration Month *

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

Choose File

LWDA Letter - ... Area Inc.pdf

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

Choose File

No file chosen

[Add Another Attachment](#)

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

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

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

Previous Page

Submit

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

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, November 1, 2022 2:46 PM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

External Email!

11/1/2022

LWDA Case No. LWDA-CM-917204-22

Law Firm : Kingsley & Kingsley, APC

Plaintiff Name : Nicole Paris

Employer: Allergy & Asthma Medical Group of the Bay Area, 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%7CLeeslie%40kingsleykingsley.com%7Ca69c8f5de9a14f8882a308dabc527b37%7C121a7875db eb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638029359704595444%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMD AiLCJQljojV2luMzliLCJBTiI6Ikk1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=zN1jLi4ndUtLEa63MGMn%2F eGBYWUhRdWpAbr1xC50pXQ%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, November 1, 2022 2:46 PM
To: Service Email
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-917204-22

Order Number: ORD-000199180

Total:\$75.00

Card Type: Master Card

Date: 11/1/2022

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd Suite 1200

Encino, California

91436

EXHIBIT "3"

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:

Allergy & Asthma Medical
Group of the Bay Area, Inc.
370 N. Wiget Lane #210
Walnut Creek, CA 945 98



9590 9402 7019 1225 1706 72

2. Article Number (Transfer from service label)

7018 1130 0001 5815 1918

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

JAMG

☐ Agent☐ Address

B. Received by (Printed Name)

C. Date of Delivery

1/14/12

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☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation

Mail Restricted Delivery

Domestic Return Receipt

USPS TRACKING#



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

9590 9402 7019 1225 1706 72

United States
Postal Service

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

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436

PA6A Letter 11.1.22
Allergy & Asthma Medical Group