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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

CARLOS BARAZZA, an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

ALTA NEWPORT HOSPITAL, LLC DBA
FOOTHILL REGIONAL MEDICAL
CENTER; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 30-2023-01304199-CU-OE-CXC

[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. Violation of Labor Code § 226(a)
4. Penalties Pursuant to Labor Code § 203
5. Failure to Provide Employment Records Pursuant to Labor Code §§ 226 and 1198.5
6. Violation of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code §2699, et seq.

1 Plaintiff CARLOS BARAZZA, an individual, on behalf of himself, all others similarly
2 situated, and on behalf of the people of the State of California and as an “aggrieved employee”
3 under Labor Code Private Attorneys General Act of 2004, §2699, *et seq.* (hereafter “PAGA”),
4 complains of Defendant ALTA NEWPORT HOSPITAL, LLC DBA FOOTHILL REGIONAL
5 MEDICAL CENTER (“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 and Labor Code §2699, *et seq.*, on behalf of Plaintiff and a Proposed Class defined as:

10 All non-exempt employees who are employed or have been
11 employed by ALTA NEWPORT HOSPITAL, LLC DBA
12 FOOTHILL REGIONAL MEDICAL CENTER, in the State of
13 California who worked one or more pay periods since four (4) years
14 prior to the filing of this action to the present plus any additional
15 time during which the statutes of limitations for the causes of action
16 herein were tolled pursuant to Emergency Rule 9 of the California
17 Rules of Court, the ‘Emergency Rules Related to COVID-19’.
18 (“Proposed Class”)

19 2. Any limitations period referenced in this letter is extended pursuant to Emergency
20 Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the California Rules of
21 Court, adopted effective April 6, 2020, which provides that the statutes of limitation that exceed
22 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020 [“Notwithstanding
23 any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days
24 are tolled from April 6, 2020 until October 1, 2020.”] Any reference to the relevant time period or
25 statute of limitations referenced in this letter is extended into the past by the number of days in
26 which this tolling was in effect.

27 3. From at least four (4) years prior to the filing of this action and continuing to the
28 present, Defendant has had a consistent policy of failing to inform Proposed Class Members of
their right to take meal periods by way of a lawful policy and requiring Proposed Class Members
within the State of California, including Plaintiff, to work at least five (5) hours without a meal
period and failing to pay such employees one (1) hour of pay at the employees’ regular rate of

1 compensation for each workday that the meal period is not provided or provided after five (5)
2 hours, as required by California state wage and hour laws.

3 4. For at least four (4) years prior to the filing of this action continuing to the present,
4 Defendant has had a consistent policy of failing to inform Proposed Class Members of their right
5 to take second meal periods by way of a lawful policy and of requiring all Proposed Class Members
6 to work at least ten (10) hours without a second meal period. Additionally, Defendant has failed
7 to pay such employees one (1) hour of pay at the employee's regular rate of compensation for each
8 workday that the second meal period is not provided or provided after ten (10) hours, as required
9 by California state wage and hour laws.

10 5. For at least four (4) years prior to the filing of this action and continuing to the
11 present, Defendant has had a consistent policy of failing to inform Proposed Class Members of
12 their right to take rest periods by way of a lawful policy and of failing to provide Proposed Class
13 Members within the State of California, including Plaintiff, rest periods of at least ten (10) minutes
14 per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour
15 of pay at the employee's regular rate of compensation for each workday that the rest period was
16 not provided, as required by California state wage and hour laws.

17 6. For at least one (1) year prior to the filing of this action continuing to the present,
18 Defendant has failed to comply with Industrial Welfare Commission ("IWC") Wage Order 5-2001
19 and Labor Code § 226(a) by failing to maintain time records accurately reporting total hours
20 worked by Plaintiff and the Proposed Class and the appropriate rate of pay and failing to issue
21 itemized wage statements that accurately show total hours work and all applicable hourly rates in
22 effect during the pay period and the corresponding number of hours worked at each hourly rate by
23 the employee.

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

27 8. Plaintiff also brings a claim on behalf of himself only for a violation of Labor Code
28 §§226 and 1198.5. Plaintiff requested the right to review his personnel file and his pay records by

1 sending a letter to Defendant. Defendant refused to provide the requested documentation in
2 violation of the statutes. Plaintiff is seeking penalties and injunctive relief.

3 9. Plaintiff, on behalf of himself and all Proposed Class Members brings this action
4 pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, and 512; Wage Order 5-2001; and
5 California Code of Regulations, Title 8, Section 11050, meal and rest period penalties, accurate
6 itemized wage statements, other penalties, injunctive and other equitable relief, and reasonable
7 attorneys' fees and costs.

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

11 11. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
12 and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to
13 PAGA and continuing to the present and as extended by Emergency Rule 9 referenced in paragraph
14 2 above, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
15 pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved employees presently or
16 formerly employed by Defendant during the liability period as defined in his PAGA notice letter
17 (*see* Exhibit "1"), brings this representative action pursuant to Labor Code §2699, et seq. seeking
18 penalties for Defendant's failure to provide lawful meal and rest periods, failure to maintain
19 accurate meal period records, failure to provide accurate itemized wage statements, and failure to
20 pay all wages due at the time of termination.

21 **II.**

22 **JURISDICTION AND VENUE**

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

28 13. This Court has personal jurisdiction over Defendant because Defendant has caused

injuries in the County of Orange 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.*

14. 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 Orange 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 Orange.

15. 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.

16. Plaintiff files this amended complaint adding a claim for penalties under Labor Code §2699, *et seq.* as a matter of right. (*see* Labor Code § 2699.3(a)(2)(C)).

III.

PARTIES

A. PLAINTIFF

17. Plaintiff CARLOS BARAZZA is a resident of California.

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

- a. Work without being provided required meal periods;
- b. Work without being provided required rest periods;
- c. Work without Defendant maintaining accurate time records showing the applicable rates of pay and failing to provide accurate itemized wage statements.

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

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

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

3 22. Plaintiff and all aggrieved employees as defined in his notice letter to the LWDA
4 are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code
5 §2699(c).)

6 **B. DEFENDANTS**

7 23. Defendant ALTA NEWPORT HOSPITAL, LLC DBA FOOTHILL REGIONAL
8 MEDICAL CENTER is believed to be a California corporation operating within the State of
9 California. Defendant’s corporate address is believed to be 3415 S. Sepulveda Blvd., 9th Floor,
10 Los Angeles, CA 90034. Upon information and belief, Defendant employed Plaintiff and similarly
11 situated persons as hourly employees within California. Defendant has done and does business
12 throughout the State of California.

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

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

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

Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

IV.

FACTUAL BACKGROUND

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

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

29. 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.

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

31. 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.

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

1 periods by way of a lawful policy.

2 33. Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 5-2001(7) and Labor Code § 226(a) by failing to maintain time records accurately
3 reporting total hours worked by Plaintiff and the Proposed Class and the appropriate rate of pay
4 and failing to issue itemized wage statements that accurately show total hours work and all
5 applicable hourly rates in effect during the pay period and the corresponding number of hours
6 worked at each hourly rate by the employee.

7 34. Defendant willfully failed to pay wages and compensation, when all Proposed Class
8 Members quit or were discharged. This failure was willful, without legal justification, and
9 interfered with Proposed Class Members’ rights.

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

11 **V.**

12 **CLASS ACTION ALLEGATIONS**

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

16 All non-exempt employees who are employed or have been
17 employed by ALTA NEWPORT HOSPITAL, LLC DBA
18 FOOTHILL REGIONAL MEDICAL CENTER, in the State of
19 California who worked one or more pay periods since four (4) years
20 prior to the filing of this action to the present plus any additional
21 time during which the statutes of limitations for the causes of action
22 herein were tolled pursuant to Emergency Rule 9 of the California
23 Rules of Court, the ‘Emergency Rules Related to COVID-19’.
24 (“Proposed Class”)

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

28 38. This action has been brought and may properly be maintained as a class action
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.

1 **A. NUMEROSITY**

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

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

10 **B. COMMONALITY**

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

14 a. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 5-
15 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
16 of their right to take meal periods and by failing to provide required meal periods throughout the
17 term of employment and failing to compensate said employees one (1) hours wages in lieu of rest
18 periods;

19 b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 5 -
20 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
21 of their right to take rest periods and failing to provide required rest periods throughout the term
22 of employment and failing to compensate said employees one (1) hours wages in lieu of rest
23 periods;

24 c. Whether Defendants violated Labor Code § 226(a) and Wage Order 5-2001
25 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11050 by failing to
26 maintain time records accurately reporting total hours worked by Plaintiff and the Proposed Class
27 and the appropriate rate of pay and failing to issue itemized wage statements that accurately show
28 total hours work and all applicable hourly rates in effect during the pay period and the

1 corresponding number of hours worked at each hourly rate by the employee.

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

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

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

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

11 **C. TYPICALITY**

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

16 **D. ADEQUACY OF REPRESENTATION**

17 43. Plaintiff will fairly and adequately represent and protect the interests of the
18 members of the proposed Class.

19 44. Counsel who represent Plaintiff and the Proposed Class are competent and
20 experienced in litigating large employment class actions.

21 **E. SUPERIORITY OF CLASS ACTION**

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

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

VI.

FIRST CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO

LABOR CODE § 226.7 AND LABOR CODE § 512

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

48. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of these rights.

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

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

51. 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.

1 **VII.**

2 **SECOND CAUSE OF ACTION**

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

4 **FAILURE TO ALLOW REST PERIODS PURSUANT TO**

5 **LABOR CODE § 226.7**

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

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

12 54. Plaintiff and the Class consistently worked shifts with no rest breaks, and Defendant
13 failed to maintain an accurate policy advising Plaintiff and the Class of these rest breaks and failed
14 to provide Plaintiff and the Class with rest breaks of not less than ten (10) minutes for every four
15 (4) hours worked (or major fraction thereof) as required by the Labor Code during the relevant
16 time period.

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

20 **VIII.**

21 **THIRD CAUSE OF ACTION**

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

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

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

26 57. California Labor Code § 226(a) requires employers to issue accurate itemized
27 statement in writing showing total hours worked and all applicable hourly rates in effect during
28 the pay period and the corresponding number of hours worked at each hourly rate by the employee.

(Labor Code §§ 226(a)(2) and (9).)

58. Defendant failed to issue accurate itemized wage statements that show total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee in violation of Sections 226(a)(2) and (9).

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

60. IWC Wage Orders 5-2001(7), 5-2000(7), 5-1998(7) require defendants to maintain time records showing, among others, when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked in an itemized wage statements, and must show all deductions from payment of wages, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate, and accurately report total hours worked by Plaintiff and the members of the proposed Class. Defendant failed to keep accurate records of the total daily hours worked.

61. 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.

IX.

FOURTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

WAITING TIME PENALTIES UNDER LABOR CODE § 203

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

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

64. 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 the Proposed Class to penalties under Labor Code § 203, which provides that an employee's wages shall continue as a penalty until paid for a period of up to thirty (30) days from the time they were due.

65. Defendant has failed to pay members of the Proposed Class 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. (See *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754, reh'g denied (June 13, 2018), review denied (Aug. 8, 2018), allowing named Plaintiff to pursue penalties for violations that he may not have personally suffered.

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

X.

FIFTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF

VIOLATION OF LABOR CODE § 226 & 1198.5

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

68. On October 24, 2022, Plaintiff mailed to Defendant his first written request to his employer to copy or to receive a copy of his personnel file and payroll records. The letter cited Labor Code §§ 226 and 1198.5. Defendant signed Plaintiff's certified mail receipts on October 27, 2022, October 28, 2022, and October 31, 2022.

69. Defendant did not provide the documentation requested by Plaintiff within the statutory time frames causing Plaintiff to mail a second written request to Defendant on November 29, 2022. Plaintiff received a returned certified mail receipt signed by Defendant on December 2, 2022 and December 5, 2022, indicating receipt of Plaintiff's second written request.

70. Defendant did not provide the documentation requested by Plaintiff in his second

1 written request.

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

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

9 73. Labor Code § 1198.5(a) states: “Every current and former employee, or his or her
10 representative, has the right to inspect and receive a copy of the personnel records that the
11 employer maintains relating to the employee’s performance or to any grievance concerning the
12 employee.”

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

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

19 76. As such, Defendant has violated Labor Code §§ 226 and 1198.5 and Plaintiff is
20 entitled Plaintiff is entitled to production of the documents requested, penalties, and attorney’s fees
21 and costs.

22 **XI.**

23 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

11 81. 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 82. 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 83. Defendant’s conduct, as alleged hereinabove, constitutes unfair competition in
25 violation of § 17200, *et seq.* of the Business & Professions Code.

26 84. 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.

85. 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.

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

XII.

SEVENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.

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

88. 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 IWC 5-2001; and California Code of Regulations, Title 8, Section 11050, which call for civil penalties.

89. 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.

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

91. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the LWDA¹ and mailed a letter by certified mail to each of the Defendant's entity address, which is

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>).

3415 S. Sepulveda Blvd., 9th Floor, Los Angeles, CA 90034, as proscribed by the Code on January 26, 2023, describing Defendants' conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and IWC 5-2001. (*see* Exhibit "1.") Plaintiff received a signed green return receipt from Defendant, indicating that it received Plaintiff's notice letter. (*see* Exhibit "2"). Plaintiff also obtained an e-filing confirmation from the LWDA confirming receipt of the notice. (*see* Exhibit "3").

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

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

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

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

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

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

5. An award of prejudgment and post judgment interest;

6. An order enjoining Defendant and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or

1 overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon
2 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and IWC 5-
3 2001;

4 7. For restitution for unfair competition pursuant to Business & Professions Code
5 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

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

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

9 10. An award of attorneys' fees; and

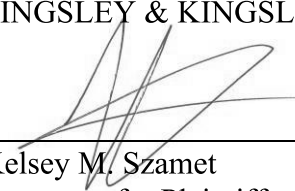
10 11. Such other and further relief as this Court may deem proper and just.

11 **DEMAND FOR JURY TRIAL**

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

13
14 DATED: April 3, 2023

KINGSLEY & KINGSLEY, APC

15
16 By: 

Kelsey M. Szamet

Attorneys for Plaintiff and the Proposed Class

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

January 26, 2023

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

Alta Newport Hospital, LLC dba Foothill Regional Medical Center
3415 S. Sepulveda Blvd., 9th Floor
Los Angeles, CA 90034
Via Certified Mailing # 7022 3330 0002 1335 5706

Re: Carlos Barraza v. Alta Newport Hospital, LLC dba Foothill Regional Medical Center
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Carlos Barraza (“Plaintiff”) and a proposed group of current and former employees working for Alta Newport Hospital, LLC dba Foothill Regional Medical Center (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All non-exempt employees who are employed or have been employed by Alta Newport Hospital, LLC dba Foothill Regional Medical Center, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present plus any additional time during which the statutes of limitations for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency Rules Related to COVID-19’. (“aggrieved employees”).

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

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 26, 2023

Page 2 of 3

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. 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 (5-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) requiring Plaintiff and the aggrieved employees to take late meal breaks that occurred after the first five hours of each shift; (2) failing to provide meal periods entirely on some shifts; (3) requiring 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 (4) failing to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that a meal period was not provided within the first (5) hours of the shift, was short, or was not provided at all. As such, Plaintiff is an aggrieved employee and Defendant failed to provide compliant meal periods in violation of Labor Code §§ 226.7 and 512.

Pursuant to Labor Code § 226.7 and Wage Order 5-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant also maintains an unlawful policy of requiring Plaintiff and the aggrieved employees to remain on the premises during rest periods in violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that limits where an employee can take a break does not “relinquish control over how employees spend their time”). Additionally, on a regular and consistent basis, Defendant failed to provide Plaintiff and the aggrieved employees with a second rest period despite regularly requiring Plaintiff and the aggrieved employees to work over six (6) hours. 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 & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 26, 2023

Page 3 of 3

Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (Labor Code §§ 226(a)(2) and (9).) Defendant failed to issue Plaintiff and the aggrieved employees accurate itemized wage statements showing total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee in violation of Labor Code § 226(a)(2) and (9).

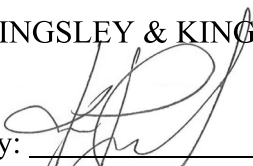
Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Here, all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ or within seventy-two (72) hours of their resignation and Defendant has failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §§201, 202, and 203. (See *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754, reh’g denied (June 13, 2018), review denied (Aug. 8, 2018), allowing named Plaintiff to pursue PAGA penalties for violations that he may not have personally suffered.

Plaintiff also brings a claim on behalf of himself only for a violation of Labor Code §§ 226 and 1198.5. Plaintiff requested the right to review his personnel file and his pay records by sending a letter to Defendant. Defendant refused to provide the requested documentation in violation of these statutes. Thus, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code §§ 226 and 1198.5.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226, 226(a), 226.7, 512, and 1198.5, 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: 
Kelsey M. Szamet

[KMS/tg]

Cc: 1. Abramson Labor Group, 3580 Wilshire Blvd Ste 1260, , Los Angeles, CA90010-2513

EXHIBIT "2"

USPS TRACKING#



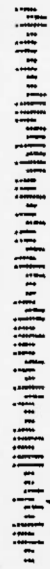
9590 9402 7019 1225 1746 32

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

United States
Postal Service

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

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

PA6A Ltr. 
Foothill Regional

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:

Uta Newport Hospital, LLC dba
Foothill Regional Medical Center
3415 S. Sepulveda Blvd., 9th Floor
Los Angeles, CA 90034



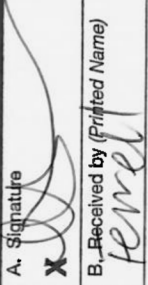
9590 9402 7019 1225 1746 32

2. Article Number (Transfer from service label)

7022 3330 0002 1335 5706

PS Form 3811, July 2020 PSN 7530-02-000-9033

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☒ Agent ☐ Addressee

B. Received by (Printed Name) Revel C. Date of Delivery 1-30-23

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

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Mail
 - ☐ Mail Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

EXHIBIT "3"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley & Kingsley, APC

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

Your Email Address *

service@kingsleykingsley.c

Your Street Name, Number and Suite/Apt *

16133 Ventura Boulevard

Your Mobile Phone Number

(818) 990-8300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Carlos Barraza

Plaintiff/Aggrieved Employee Occupation *

Emergency Registered Nurse

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

Alta Newport Hospital, LLC dba Foothill Regi
Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

Employer City *

3415 S. Sepulveda Blvd., 9th Floor	Los Angeles
Employer State * California	Employer Zip/Postal Code * 90034
Employer Industry * Other	Employer Industry for "Other" * Hospital

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 *

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

Provide Details of Other Violation ***Other(Maybe Multiple)**

- ☐ Other Violation

PAGA Claim Type – Check All that Apply *

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

Filing Fee

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

IFP

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

Billing information**Billing First Name ***

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.c

Billing Phone

(818) 990-8300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Boulevard Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

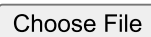
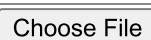
91436

Credit Card Type ***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) *** PAGA Letter –...I Hospital.pdf**Other Attachment – (if any) (must be a .pdf)** No file chosen

[Add Another Attachment](#)

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

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

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

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

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

[Click Here](#) to Search Case

Thank you for submission of your PAGA Case.

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

on behalf of

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

Thu 1/26/2023 9:12 AM

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

External Email!

1/26/2023

LWDA Case No. LWDA-CM-931824-23

Law Firm : Kingsley & Kingsley, APC

Plaintiff Name : Carlos Barraza

Employer: Alta Newport Hospital, LLC dba Foothill Regional Medical Center

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/?](https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C01%7CTaylor%40kingsleykingsley.com%7Cf7f9473bd9ad40e3fd0c08daffc08d9f%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638103499728063319%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6Ik1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=7uw009AluHeY0dsRmqxMikcCH9Ju64uJgMLKnfF07aU%3D&reserved=0)

[url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C01%7CTaylor%40kingsleykingsley.com%7Cf7f9473bd9ad40e3fd0c08daffc08d9f%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638103499728063319%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6Ik1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=7uw009AluHeY0dsRmqxMikcCH9Ju64uJgMLKnfF07aU%3D&reserved=0](http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C01%7CTaylor%40kingsleykingsley.com%7Cf7f9473bd9ad40e3fd0c08daffc08d9f%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638103499728063319%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6Ik1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=7uw009AluHeY0dsRmqxMikcCH9Ju64uJgMLKnfF07aU%3D&reserved=0)

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

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

on behalf of

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

Thu 1/26/2023 9:13 AM

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

External Email!

Thank you for your payment.

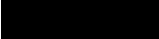
Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-931824-23

Order Number: ORD-000208027

Total:\$75.00

Card Type: 

Date: 1/26/2023

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Boulevard Suite 1200

Encino, California

91436