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County of Tehama
Kevin Harrigan, Clerk of the Court

By Kalie Waltjen, Deputy
EFILED

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
LIANE KATZENSTEIN LY, Esq. (SBN 259230)
liane@kingsleykingsley.com
JESSICA BULAON, Esq. (SBN 340749)
jessi@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff and the Proposed Class

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

NATALI ASCENCIO, an individual, on
behalf of herself and others similarly situated

PLAINTIFF,

v.

KUMAR HOTELS, INC.; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. 23CI-000020

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

**FIRST AMENDED CLASS AND
REPRESENTATIVE
ACTION COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7
4. Violation of Labor Code § 226(a)
5. Penalties Pursuant to Labor Code § 203
6. Violation of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code § 2699, et seq.

1 Plaintiff NATALI ASCENCIO, an individual, on behalf of herself, 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 KUMAR HOTELS, INC. (“Defendant”) and each of them, as follows:

5 **I.**

6 **INTRODUCTION**

7 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
8 382 and Labor Code §2699, *et seq.* on behalf of Plaintiff and a Proposed Class defined as:

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

17 2. From at least four (4) years¹ prior to the filing of this action continuing to the
18 present, Defendant has had a consistent policy of failing to pay wages, overtime, and or doubletime
19 to all members of the Proposed Class, including Plaintiff, when they work more than eight hours
20 in a day or forty hours in a week. Plaintiff and other members of the Proposed Class were not
21 properly compensated for all hours worked at the appropriate rate of pay.

22 3. From at least four (4) years prior to the filing of this action and continuing to the
23 present, Defendant has had a consistent policy of failing to inform members of the Proposed Class
24 of their right to take meal periods by way of a lawful policy, failing to provide compliant meal
25 periods, and failing to pay such employees one (1) hour of pay at the employees’ regular rate of
26 compensation for each workday that the compliant meal period was not provided as required by
27

28 ¹ Any limitations period referenced in this complaint 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 complaint is extended into
the past by the number of days in which this tolling was in effect.

1 California state wage and hour laws. Defendant also had a consistent policy of paying meal period
2 premiums at the base rate and not the blended rate, when meal period premiums are provided, in
3 violation of *Ferra v. Loews Hollywood Hotel, LLC* and Labor Code §§ 226.7, 512.

4 4. From at least four (4) years prior to the filing of this action and continuing to the
5 present, Defendant failed to apprise Plaintiff and all members of the Proposed Class of their rights
6 associated with rest periods and failed to provide compliant rest periods. Defendant has had a
7 consistent policy of failing to provide all required, uninterrupted rest periods of at least ten (10)
8 minutes per four (4) hours worked or major fraction thereof and failing to pay such employees one
9 (1) hour of pay at the employee's regular rate of compensation for each workday that the compliant
10 rest period was not provided, as required by California state wage and hour laws. As discussed
11 above, *Ferra* requires the rest period premium payments must include the hourly value of any
12 nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an
13 employee's base hourly rate. Defendant has had a consistent policy of paying rest period premiums
14 at the base rate and not the blended rate when rest premiums are provided, in violation of Labor
15 Code § 226.7.

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

24 6. 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 Proposed
26 Class.

27 7. Plaintiff brings this action on behalf of herself and all members of the Proposed
28 Class pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, and 1199; Wage

1 Order 5-2001; and California Code of Regulations, Title 8, Section 11050, seeking unpaid
2 wages/overtime, meal and rest period penalties, wage statements penalties, all wages due upon
3 termination, other penalties as appropriate, injunctive and other equitable relief, and reasonable
4 attorneys' fees and costs.

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

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

18 **II.**

19 **JURISDICTION AND VENUE**

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

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

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

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

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

12 III.

13 PARTIES

14 A. PLAINTIFF

15 15. Plaintiff NATALI ASCENCIO is a resident of California.

16 16. As specifically pled herein, Plaintiff and all members of the Proposed Class, were
17 regularly required to:

- 18 a. Work without being paid for all hours worked at the appropriate rate;
- 19 b. Work without being provided compliant meal periods;
- 20 c. Work without being provided compliant rest periods;
- 21 d. Work without being provided accurate itemized wage statements.

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

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

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

B. DEFENDANTS

20. Defendant KUMAR HOTELS, INC. is believed to be a California corporation operating within the State of California. Defendant's corporate address is believed to be 545 N Humboldt Ave, Willows, CA 95988. Upon information and belief, Defendant employed Plaintiff and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

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

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

23. Furthermore, Defendants acted in all respects as the employers or joint employers of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or 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

24. Plaintiff and members of 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.

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

4 26. On a regular and consistent basis, Plaintiff and the Proposed Class members were
5 not properly compensated for all wages at the appropriate rate of pay. Plaintiff and all other
6 similarly situated employees were not paid at the proper corresponding rate for all hours worked,
7 including overtime and doubletime. Plaintiff and other members of the Proposed Class regularly
8 worked work in excess of eight hours in one workday and in excess of 40 hours in one workweek
9 and were not compensated at the appropriate overtime rate for all hours worked including overtime
10 for all hours worked over eight (8) in a day and/or forty (40) in a work week and double the
11 employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for
12 all hours worked in excess of eight on the seventh consecutive day of work in a workweek.

13 27. On a regular and consistent basis, Plaintiff and members of the Proposed Class have
14 been forced by Defendant to work over five (5) hours in one day without being provided a thirty
15 (30) minute compliant meal break and not being compensated one (1) hour of pay at their regular
16 rate of compensation for each workday that a compliant meal period was not provided or provided
17 after five (5) hours, all in violation of California labor laws, regulations, and Industrial Welfare
18 Commission Wage Orders. Defendant has had a consistent policy of paying meal period premiums
19 at the base rate and not the blended rate when meal period premiums are provided, in violation of
20 *Ferra* and Labor Code §§ 226.7 and 512. Defendant also failed to inform Plaintiff and the
21 Proposed Class of their right to take compliant meal periods by way of a lawful policy.

22 28. On a regular and consistent basis, Defendant has failed to provide Plaintiff and
23 members of the Proposed Class all required compliant rest periods of at least ten (10) minutes per
24 four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour of
25 pay at the employee's regular rate of compensation for each workday that the compliant rest period
26 was not provided, as required by California state wage and hour laws. Defendant has had a
27 consistent policy of paying rest period premiums at the base rate and not the blended rate, when
28 rest break premiums are provided, as required. Defendant also failed to inform Plaintiff and the

1 Proposed Class of their right to take compliant rest periods by way of a lawful policy.

2 29. For at least one (1) year prior to the filing of this action continuing to the present,
3 Defendant has failed to comply with Labor Code § 226(a). Plaintiff and members of the Proposed
4 Class are furnished wage statements in violation of Labor Code §226(a) that do not accurately
5 show total hours worked and all applicable hourly rates in effect during the pay period and the
6 corresponding number of hours worked at each hourly rate by Plaintiff and members of the
7 Proposed Class in violation of Labor Code §226(a)(2) and (9). Further, Plaintiff and members of
8 the Proposed Class are issued wage statements that do not include accurate meal and rest period
9 premiums as a result of the claims alleged above.

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

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

14 **V.**

15 **CLASS ACTION ALLEGATIONS**

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

25 33. 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 34. 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 Class are easily ascertainable.

A. NUMEROSITY

35. 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.

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

B. COMMONALITY

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

a. Whether Defendant failed to pay wages and/or overtime compensation at the appropriate rate for all hours worked as required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, and 1199;

b. Whether Defendant violated Labor Code § 226.7, 512 and IWC Wage Order 5-2001 or other applicable IWC Wage Orders by failing to provide required compliant meal periods throughout the term of employment and/or failing to compensate said employees one (1) hour of wages at their regular rate of compensation in lieu of meal periods;

c. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 5 - 2001 or other applicable IWC Wage Orders by failing to provide all required compliant rest periods throughout the term of employment and failing to compensate said employees one (1) hours wages in lieu of rest periods;

d. Whether Defendant violated Labor Code § 226(a) and Wage Order 5-2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11050 by failing to

1 furnish accurate itemized wage statements that accurately show total hours worked, all applicable
2 hourly rates in effect during the pay period and the corresponding number of hours worked at each
3 hourly rate, and meal and rest period premiums 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 member of the Proposed Class's employment
6 with 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 38. 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 39. Plaintiff will fairly and adequately represent and protect the interests of the
20 members of the Proposed Class.

21 40. Counsel who represent Plaintiff and the Proposed Class are competent and
22 experienced in litigating large employment class actions.

23 **E. SUPERIORITY OF CLASS ACTION**

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

1 practice of failing to pay all wages due, failing to provide compliant meal and rest periods, failing
2 to provide accurate itemized wage statements, and failing to pay all wages upon resignation or
3 termination.

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

8 **VI.**

9 **FIRST CAUSE OF ACTION**

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

11 **FAILURE TO PAY WAGES AND/OR OVERTIME UNDER**

12 **LABOR CODE §§ 510, 1194, AND 1199**

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

15 44. Labor Code §§ 1194 and 1194.2 and Code of Regulations, title 8, section 11050
16 also requires that every employer pay each employee not less than the applicable minimum wage
17 for all hours worked. Labor Code §§ 510, 1194 and 1199 also require an employer to compensate
18 its employees at one and one-half times the employee's regular rate of pay for all hours worked in
19 excess of eight hours up to and including 12 hours in any workday, and for the first eight hours
20 worked on the seventh consecutive day of work in a workweek; and double the employee's regular
21 rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in
22 excess of eight on the seventh consecutive day of work in a workweek.

23 45. Plaintiff and the Proposed Class were forced to work on a regular and consistent
24 basis without receiving compensation for all hours worked at the proper rate. Specifically, Plaintiff
25 and the Proposed Class were not paid at the proper overtime rate when they were working more
26 than eight (8) hours in one day or forty (40) hours in one week or the proper doubletime rate for
27 all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight
28 on the seventh consecutive day of work in a workweek.

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

47. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class have been deprived of wages and/or overtime in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

VII.

SECOND CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS

FAILURE TO PROVIDE COMPLIANT MEAL PERIODS PURSUANT TO

LABOR CODE § 226.7 AND LABOR CODE § 512

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

49. 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.

50. 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 during the relevant time period all in violation of California labor laws, regulations, and Industrial Welfare Commission Wage Orders.

51. Additionally, Defendant has had a consistent policy of failing to pay Plaintiff and the Proposed Class one (1) hour of pay at the employees' regular rate of compensation for each workday that the compliant meal period was not provided. Very recently, on July 15, 2021, in

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

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

11 **VIII.**

12 **THIRD CAUSE OF ACTION**

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

14 **FAILURE TO PROVIDE COMPLIANT REST PERIODS PURSUANT TO**

15 **LABOR CODE § 226.7**

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

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

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

23 56. Defendant failed to provide Plaintiff and members of the Proposed Class with rest
24 breaks of not less than ten (10) minutes as required by the Labor Code during the relevant time
25 period. As a result, Defendant failed to provide Plaintiff and the Proposed Class compliant rest
26 periods.

27 57. Further, Plaintiff and the Proposed Class were not compensated with one (1) hour
28 of wages for each compliant rest period as required by Labor Code § 226.7 and *Ferra v. Loews*

1 *Hollywood Hotel, LLC*. Here, when rest period premiums are provided, Defendant has had a
2 consistent policy of paying rest period premiums at the base rate and not the blended rate in
3 violation of Labor Code § 226.7.

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

7 **IX.**

8 **FOURTH CAUSE OF ACTION**

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

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

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

13 60. Labor Code §226(a)(2) requires employers to furnish accurate itemized wage
14 statements in writing that show total hours worked by the employee. Defendant furnishes Plaintiff
15 and members of the Proposed Class with itemized wage statements that do not accurately show
16 total hours worked.

17 61. Labor Code §226(a)(9) requires employers to furnish accurate itemized wage
18 statements in writing that show all applicable hourly rates in effect during the pay period and the
19 corresponding number of hours worked at each hourly rate by the employee. Defendant furnishes
20 Plaintiff and members of the Proposed Class with itemized wage statements that do not accurately
21 show all applicable hourly rates in effect during the pay period and the corresponding number of
22 hours worked at each hourly rate.

23 62. Further, Plaintiff and the Proposed Class are issued wage statements that do not
24 include accurate meal and rest premiums as a result of the claims alleged above.

25 63. 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 64. 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 **X.**

6 **FIFTH CAUSE OF ACTION**

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

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

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

11 66. 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 67. 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 68. 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 members of the
21 Proposed Class's daily wage multiplied by thirty (30) days.

22 **XI.**

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

28 70. 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 71. 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 72. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
10 practices.

11 73. 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 74. 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 75. Defendant’s conduct, as alleged hereinabove, constitutes unfair competition in
25 violation of § 17200, *et seq.* of the Business & Professions Code.

26 76. 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.

77. 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.

78. 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.

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

80. 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, 510, 512, 1194, 1194.2, and 1199; Wage Order 5-2001; and California Code of Regulations, Title 8, Section 11050, which call for civil penalties.

81. 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.

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

83. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the LWDA² and mailed a letter by certified mail to each of the Defendant's entity address, as

² 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 proscribed by the Code on September 29, 2021, describing Defendants' conduct in violation of
2 Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199 and IWC Wage
3 Order -2001. (*see* Exhibit "1.") Plaintiff received a signed green return receipt from Defendant,
4 indicating that it received Plaintiff's notice letter. (*see* Exhibit "2"). Plaintiff obtained an e-filing
5 confirmation from the LWDA confirming receipt of the notice (*see* Exhibit "3").

6 84. 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 unpaid wages, overtime and/or
14 doubletime not paid to Plaintiff and each member of the Proposed Class from at least four (4) years
15 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 member of the
17 Proposed Class's hourly wage at the appropriate regular rate of compensation for each non-
18 compliant meal period from at least four (4) years prior to the filing of this action to the present as
19 may be proven;

20 3. For compensatory damages in the amount of Plaintiff's and each member of the
21 Proposed Class's hourly wage for each non-compliant rest period from at least four (4) years prior
22 to the filing of this action to the present as may be proven;

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

27 5. For penalties pursuant to Labor Code § 203 for all employees who were terminated
28

1 or resigned equal to their daily wage times thirty (30) days;

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

3 7. An order enjoining Defendant and its agents, servants, and employees, and all
4 persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or
5 overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon
6 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194,
7 1194.2, 1199, and IWC 5-2001;

8 8. For restitution for unfair competition pursuant to Business & Professions Code
9 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

10 9. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
11 Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199, and Wage Order 5-2001;

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

13 11. An award of attorneys' fees; and

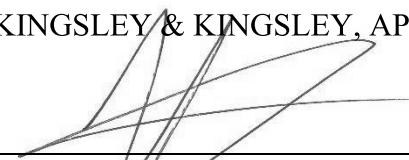
14 12. Such other and further relief as this Court may deem proper and just.

15 **DEMAND FOR JURY TRIAL**

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

17
18 DATED: March 31, 2023

KINGSLEY & KINGSLEY, APC

19
20 By: 

Liane Katzenstein Ly

Jessica Bulaon

21 Attorneys for Plaintiff NATALI ASCENCIO and the
22 Proposed Class
23
24
25
26
27
28

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

January 24, 2023

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

Kumar Hotels, Inc.
545 N Humboldt Ave
Willows, CA 95988

Re: Natali Ascencio v. Kumar Hotels, Inc.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Natali Ascencio (“Plaintiff”) and a proposed group of current and former employees working for Kumar Hotels, 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 non-exempt employees who are employed or have been employed by Kumar Hotels, Inc., in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Defendant has failed to pay Plaintiff and all aggrieved employees proper wages for all hours worked at the proper corresponding rate in violation of Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and require an employer to compensate its employees at one and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.

Here, Plaintiff and other aggrieved employees were not paid at the proper corresponding rate for all hours worked, including overtime and double-time. Plaintiff and other aggrieved employees often worked two shifts in one day (a double shift), but Defendant did not pay overtime and double time for these double shifts. This resulted in Plaintiff and the aggrieved employees regularly working in excess of eight hours in one workday and in excess of 40 hours in one workweek and

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 24, 2023

Page 2 of 3

not being compensated at the appropriate overtime or double-time rate for all hours worked.

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

Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide compliant meal periods. Defendant has had a consistent policy of failing to provide compliant meal periods to Plaintiff and the aggrieved employees within the first five hours of each shift and 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. Additionally, Defendant has had a consistent policy of failing to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift or that a second meal period was not provided. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of bonus pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those bonus payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses, commissions, etc.), and cannot simply be paid at an employee's base hourly rate. Here, when meal periods are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the appropriate blended rate in violation of Labor Code §§ 226.7 and 512.

Labor Code § 226.7 requires an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof). Defendant failed to apprise Plaintiff and all aggrieved employees of their rights associated with rest periods and failed to provide compliant rest periods. Defendant has had a consistent policy of failing to provide all required, compliant rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay at the employee's regular rate of compensation for each workday that the compliant rest period was not provided, as required by California state wage and hour laws. As discussed above, *Ferra* requires the rest period

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 24, 2023

Page 3 of 3

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

Defendant also engaged in a practice of failing to provide Plaintiff and all aggrieved employees 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 the total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee (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, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly

LKL/km

- Cc: 1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
2. Kumar Hotels, Inc. via USPS Certified Mail # 7022 3330 0002 1335 5683

EXHIBIT "2"

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Kumar Hotels, Inc.
545 N Humboldt Ave
Willows, CA 95988



9590 9402 7019 1225 1746 56

2. Article Number (Transfer from service label)

7022 3330 0002 1335 5683

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☒ Agent ☐ Addressee

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

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

3. Service Type

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

Domestic Return Receipt

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

USPS TRACKING #



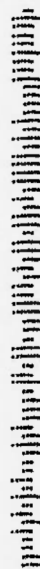
9590 9402 7019 1225 1746 56

United States
Postal Service

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

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

PAGA LETTER
KUMAR HOTELS, INC.



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

EXHIBIT "3"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Liane

Your Last Name *

Ly

Firm Name (if any) *

Kingsley & Kingsley, APC

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

Your Email Address *

kimberly@kingsleykingsley

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Ste 1

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California ▼

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Natali Ascencio

Plaintiff/Aggrieved Employee Occupation *

hotel worker

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select... ▼

Employer Name *

Kumar Hotels, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

Employer City *

545 N Humboldt Ave	Willows
Employer State *	Employer Zip/Postal Code *
California	95988
Employer Industry *	Employer Industry for "Other" *
Other	Hotels and Motels

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

Child Labor – Specify Ages

PAGA Claim Type – Check All that Apply *

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

Filing Fee

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

IFP

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

Billing information

Billing First Name *

Eric

Billing Last Name *

Kingsley

Billing Email *

kimberly@kingsleykingsley

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *



Credit Card Number *



CVV Number *



Credit Card Expiration Month *


mm

Credit Card Expiration Year *


yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 LWDA Letter - ...tels, Inc..pdf

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

 No file chosen[Add Another Attachment](#)

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

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

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

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

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

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Tuesday, January 24, 2023 12:08 PM
To: Kimberly Madrid
Subject: Thank you for submission of your PAGA Case.

External Email!

1/24/2023

LWDA Case No. LWDA-CM-931256-23
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : Natali Ascencio
Employer: Kumar Hotels, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C01%7Ckimberly%40kingsleykingsley.com%7C34b9b1160cab4047939008d4fe46b894%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638101876939574794%7CUnknown%7CTWFpbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=EnvubQCXrW0YPDnerPTIPAs7HwLXM6zhTjz4QVUjHTw%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Tuesday, January 24, 2023 12:08 PM
To: Kimberly Madrid
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-931256-23

Order Number: ORD-000207790

Total:\$75.00

Card Type: 

Date: 1/24/2023

Billing Information

Name: Eric Kingsley

Email: kimberly@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436