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

IRMA MARTINEZ-MONTANO, an
individual, on behalf of herself and others
similarly situated

PLAINTIFF,

v.

NORTH VALLEY BEHAVIORAL
HEALTH, LLC; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. CVCS23-0000676

**[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 IRMA MARTINEZ-MONTANO, an individual, on behalf of herself, all others
2 similarly situated, and on behalf of the people of the State of California and as an “aggrieved
3 employee” under Labor Code Private Attorneys General Act of 2004, §2699, *et seq.* (hereafter
4 “PAGA”), complains of Defendant NORTH VALLEY BEHAVIORAL HEALTH, LLC
5 (“Defendant”) and each of them, as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
9 382 and Labor Code §2699, *et seq.*, on behalf of Plaintiff and a Proposed Class defined as:

10 All persons who are employed or have been employed as an hourly
11 employee by NORTH VALLEY BEHAVIORAL HEALTH, LLC,
12 in the State of California since four (4) years prior to the filing of
this action to the present. (“Proposed Class”)

13 2. From at least four (4) years prior to the filing of this action continuing to the present,
14 Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class
15 Members when they work more than eight hours in a day or forty hours in a week. Plaintiff and
16 other Proposed Class Members were not properly compensated for overtime at the appropriate rate
17 of pay. Plaintiff and the Proposed Class were not properly compensated for overtime because when
18 they were paid for premium pay (bonus pay, shift differential, etc.), the premium pay was not
19 blended into their regular rate of pay for the purpose of calculating the overtime rate. Defendant’s
20 failure to blend premium pay into the regular rate of pay resulting in the unlawful withholding of
21 wages and/or overtime.

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 Proposed Class Members of
24 their right to take meal periods by way of a lawful policy, failing to provide complaint meal
25 periods, and requiring Proposed Class Members within the State of California, including Plaintiff,
26 to work at least five (5) hours without a meal period and failing to pay such employees one (1)
27 hour of pay at the employees’ regular rate of compensation for each workday that the meal period
28 is not provided or provided after five (5) hours, as required by California state wage and hour laws.

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

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

15 5. For at least one (1) year prior to the filing of this action continuing to the present,
16 Defendant has failed to comply with Industrial Welfare Commission ("IWC") Wage Order 5-2001
17 and Labor Code § 226(a) by failing to maintain time records showing total daily hours worked by
18 Plaintiff and the Proposed Class and failing to accurately report all applicable hourly rates in
19 effecting during the pay period and the corresponding number of hours worked at each hourly rate
20 by the employee.

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

24 7. Plaintiff, on behalf of herself and all Proposed Class Members brings this action
25 pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, and 1199; Wage Order
26 5-2001; and California Code of Regulations, Title 8, Section 11050, seeking unpaid
27 wages/overtime, meal and rest period penalties, accurate itemized wage statements, other
28 penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

9. For at least one (1) year prior to the date of the letter sent to the Labor Workforce and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to PAGA and continuing to the present, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim pursuant to PAGA. Plaintiff, on behalf of herself and all aggrieved employees presently or formerly employed by Defendant during the liability period as defined in his PAGA notice letters (*see* Exhibit “1”), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking penalties for Defendant’s violations of Labor §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, and 1199.

JURISDICTION AND VENUE

14 1. This Court has subject matter jurisdiction over all causes of action asserted herein
15 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
16 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
17 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the
18 State of California or is subject to adjudication in the courts of the State of California.

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

23 3. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
24 Civil Procedure § 395. Defendant operates within California and does business within Sutter
25 County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class
26 Members within the State of California and the county of Sutter.

27 4. This case should be classified as complex according to Rule 3.400 of the California
28 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.

III.

PARTIES

A. PLAINTIFF

5. Plaintiff IRMA MARTINEZ-MONTANO is a resident of California.

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

- a. Work without being paid for all hours at the appropriate overtime rate;
- b. Work without being provided meal periods;
- c. Work without being provided rest periods;
- d. Work without being provided accurate itemized wage statements.

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

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

B. DEFENDANTS

9. Defendant NORTH VALLEY BEHAVIORAL HEALTH, LLC is believed to be a California corporation operating within the State of California. Defendant's corporate address is believed to be 1535 Plumas Ct, Yuba City, CA 95991. 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.

10. 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.

11. 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 the Proposed Class Members.

12. 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

13. 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.

14. 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).

15. On a regular and consistent basis, Plaintiff and the Proposed Class Members were not paid at the proper rate of compensation for all hours worked. Plaintiff and the Proposed Class were not properly compensated for overtime at the appropriate rate of pay because when they were paid premium pay (bonus pay, shift differential, etc.), the premium pay was not blended into their regular rate of pay for the purpose of calculating the overtime rate. The failure to properly blend resulted in the unlawful withholding of wages and/or overtime.

16. On a regular and consistent basis, 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

1 rate of compensation for each workday that a meal period was not provided or provided after five
2 (5) hours, all in violation of California labor laws, regulations, and Industrial Welfare Commission
3 Wage Orders. Additionally, Defendant failed to inform Plaintiff and the Proposed Class of their
4 right to take meal periods by way of a lawful policy.

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

9 18. Defendant has failed to comply with Industrial Welfare Commission ("IWC")
10 Wage Order 5-2001(7) and Labor Code § 226(a) by failing to maintain time records showing total
11 hours worked by the employee and all applicable hourly rates in effect during the pay period and
12 the corresponding number of hours worked at each hourly rate by the employee for Plaintiff and
13 the Proposed Class.

14 19. Defendant willfully failed to pay wages and compensation, when Plaintiff and all
15 Proposed Class Members quit or were discharged. This failure was willful, without legal
16 justification, and interfered with Plaintiff's and Class Members' rights.

17 **V.**

18 **CLASS ACTION ALLEGATIONS**

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

22 All persons who are employed or have been employed as an hourly
23 employee by NORTH VALLEY BEHAVIORAL HEALTH, LLC,
24 in the State of California since four (4) years prior to the filing of
this action to the present. ("Proposed Class")

25 21. 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 22. 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.

A. NUMEROSITY

23. 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.

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

B. COMMONALITY

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

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

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

d. Whether Defendants violated Labor Code § 226(a) and Wage Order 5-2001

1 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11050 by failing to
2 keep accurate records of total hours worked and accurately report the total hours worked and the
3 applicable rates, for Plaintiff and the members of the Proposed Class;

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

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

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

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

13 **C. TYPICALITY**

14 26. 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 27. Plaintiff will fairly and adequately represent and protect the interests of the
20 members of the proposed Class.

21 28. 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 29. A class action is superior to other available means for the fair and efficient
25 adjudication of this controversy. Individual joinder of all Proposed Class Members 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 meal and rest periods, failing to provide
2 accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

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

7 **VI.**

8 **FIRST CAUSE OF ACTION**

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

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

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

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

14 32. Labor Code §§ 510, 1194 and 1199 require an employer to compensate its
15 employees at the rate of no less than one and one-half times the regular rate of pay for any work
16 in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.
17 Labor Code §§ 1194 and 1194.2 and Code of Regulations, title 8, section 11050 also requires that
18 every employer pay each employee not less than the applicable minimum wage for all hours
19 worked.

20 33. Plaintiff and the Proposed Class were forced to work on a regular and consistent
21 basis without receiving compensation for all hours worked at the proper rate. Specifically, Plaintiff
22 and the Proposed Class were not paid at the proper overtime rate when they were working more
23 than eight (8) hours in one day or forty (40) hours in one week. Plaintiff and the Proposed Class
24 were not properly compensated for overtime because when they were paid for premium pay
25 (bonuses, shift differential, etc.), the premium pay was not blended into their regular rate of pay
26 for the purpose of calculating the correct overtime rate. Defendant's failure to blend premium pay
27 into the regular rate of pay resulted in the unlawful withholding of wages and/or overtime. As
28 such, Plaintiff and the Proposed Class were paid at a rate less than the rate required under

1 California law.

2 34. By their policy of requiring Plaintiff and members of the Proposed Class to work
3 without being paid all wages for all hours worked at the appropriate rate of pay and to work in
4 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
5 them at the rate of one-half (1 ½) their regular rate of pay, Defendant willfully violated the
6 provisions of Labor Code §§ 510, 1194 and 1199.

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

11 **VII.**

12 **SECOND CAUSE OF ACTION**

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

14 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

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

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

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

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

28 39. 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 *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.

40. 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.

VIII.

THIRD CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS

FAILURE TO ALLOW REST PERIODS PURSUANT TO

LABOR CODE § 226.7

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

42. 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 maintain a policy informing Plaintiff and the Proposed Class of this right.

43. Plaintiff and the Class consistently worked shifts with no rest breaks, and Defendant failed to maintain an accurate policy advising Plaintiff and the Class of these rest breaks and failed to provide Plaintiff and the Class with rest breaks of not less than ten (10) minutes as required by the Labor Code during the relevant time period.

44. Further, Plaintiff and the Proposed Class were not compensated with one (1) hour

1 of wages for each compliant rest period as required by Labor Code § 226.7 and *Ferra v. Loews*
2 *Hollywood Hotel, LLC*. Here, when rest period premiums are provided, Defendant has had a
3 consistent policy of paying rest period premiums at the base rate and not the blended rate in
4 violation of Labor Code § 226.7.

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

8 **IX.**

9 **FOURTH CAUSE OF ACTION**

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

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

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

14 47. California Labor Code § 226(a) requires employers to issue wage statements that
15 accurately report total hours worked, and the corresponding number of hours worked at each
16 hourly rate. (Labor Code §§ 226(a)(2) and (9).)

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

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

27 50. Labor Code § 226(a)(2) requires that every employer shall semimonthly or at the
28 time of each payment of wages, furnish each of his or her employees, an accurate itemized

1 statement in writing showing the total hours worked by the employee. Plaintiff and the Class are
2 issued wage statements that do not include the total hours worked by the employee.

3 51. Labor Code § 226(a)(9) requires that every employer shall semimonthly or at the
4 time of each payment of wages, furnish each of his or her employees, an accurate itemized
5 statement in writing showing all applicable hourly rates in effect during the pay period and the
6 corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the
7 Class are issued wage statements that do not include all applicable hourly rates in effect during the
8 pay period and the corresponding number of hours worked at a each hourly rate by the employee.

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

11 53. An employee suffering injury as a result of a knowing and intentional failure by an
12 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
13 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
14 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
15 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
16 reasonable attorneys' fees.

17 **X.**

18 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200

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

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

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

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

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

standards.

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

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

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

66. 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.

67. 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.

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

11. 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, and 1199; Wage Order 5-2001; and California Code of Regulations, Title 8, Section 11050, which call for civil penalties.

12. Plaintiff brings this representative action on behalf of herself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by NORTH VALLEY BEHAVIORAL HEALTH, LLC, in the State of California since four (4) years prior to the filing of this action to the present. (“aggrieved employees”)

13. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code § 2699, *et seq.* because of Defendant’s violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, and 1199, and Wage Order 5-2001, which call for civil penalties.

14. 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.

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

16. 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, as proscribed by the Code on April 14, 2022, describing Defendants’ conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, and 1199, and IWC Wage Order 5-2001. (*see* Exhibit “1.”) Plaintiff obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit “2”).

17. 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

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>).

Amended Class and Representative Action Complaint immediately.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages in the amount of unpaid wages and/or overtime not paid to Plaintiff and each Proposed Class Member from at least four (4) years prior to the filing of this action to the present as may be proven;

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

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

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

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 overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, and 1199, and IWC 5-2001;

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

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

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

10. An award of attorneys' fees; and

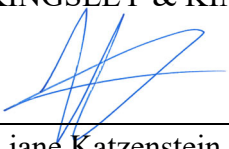
11. Such other and further relief as this Court may deem proper and just.

DEMAND FOR JURY TRIAL

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

DATED: June 20, 2023

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly

Attorneys for Plaintiff and the Proposed Class

EXHIBIT "1"

This electronic document is the official court record (GC68150)

KINGSLEY & KINGSLEY

| L A W Y E R S |

April 14, 2023

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

North Valley Behavioral Health, LLC
1535 Plumas Ct
Yuba City, CA 95991
Via Certified Mailing #: 7022 3330 0002 1335 6185

Re: Irma Martinez-Montano v. North Valley Behavioral Health, LLC
California Labor Code § 2699 Penalties

Gentlepersons:

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

Plaintiff wishes to bring a representative action on behalf of herself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by North Valley Behavioral Health, LLC, 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 violated 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 at a rate of no less than one and one-half times the *regular rate of pay* for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the *regular rate of pay*. California law also requires that any compensation, including premium pay (bonuses, shift differential, etc.), must be included in the regular rate of pay for the purposes of determining correct overtime rates.

Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Plaintiff and other aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Plaintiff and the aggrieved employees were not properly compensated at the appropriate rate of

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California Labor Code §2699 Penalties

April 14, 2023

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pay because Defendant failed to include Plaintiff's and the aggrieved employees' premium pay when calculating their regular rate for the purpose of determining the correct overtime rate in pay periods where they were paid premium pay and were also paid overtime. This premium pay included non-discretionary bonuses, including a birthday bonus. Defendant's failure to blend premium pay into the regular rate of pay resulted in the unlawful withholding of wages and/or overtime. As such, Plaintiff and the aggrieved employees were paid at a regular rate less than the rate required under California law.

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

Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and all aggrieved employees complaint meal periods within the first five hours of each shift; (2) requiring Plaintiff and the aggrieved employees to take late meal breaks that occurred after the first five hours of each shift; and (3) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift or that a second meal period was not provided. Meal periods were frequently interrupted, missed, or late.

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

Pursuant to Labor Code § 226.7 and Wage Order 5-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant failed to maintain a policy of informing Plaintiff and

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

April 14, 2023

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all aggrieved employees of this right. Plaintiff and all aggrieved employees have been required to work four-hour increments (or major fraction thereof) without being provided with a ten (10) minute compliant rest period.

Further, Plaintiff and all aggrieved employees were not compensated with one (1) hour of wages at the regular rate of compensation for each compliant rest period that was not provided as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as 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. 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.

Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code §226(a). Labor Code §226(a)(2) 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. Plaintiff and the aggrieved employees are issued wage statements that do not include the total hours worked by the employee. As such, Plaintiff is an aggrieved employee within the meaning PAGA and Defendants has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Also, Defendant issued to Plaintiff and the aggrieved employees itemized wage statements that did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226(a)(9). The itemized wage statements provided to Plaintiff and the aggrieved employees did not include the hours worked at each hourly rate. As such, Plaintiff is an aggrieved employee within the meaning PAGA and Defendants has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

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

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

April 14, 2023

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or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly

[LKL/tg]

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

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Liane

Your Last Name *

Katzenstein Ly

Firm Name (if any) *

Kingsley & 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 *

Irma Martinez-Montano

Plaintiff/Aggrieved Employee Occupation *

Case Manager

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

North Valley Behavioral Health, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1535 Plumas Ct

Employer City *

Yuba

Employer State *

California

Employer Zip/Postal Code *

95991

Employer Industry *

Other

Employer Industry for "Other" *

Healthcare

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 *

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) *

Choose File

PAGA Letter -...ealth LLC.pdf

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

Choose File

No file chosen

[Add Another Attachment](#)Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

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

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

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

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

[Click Here](#) to Search Case

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>

Fri 4/14/2023 9:00 AM

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

External Email!

4/14/2023

LWDA Case No. LWDA-CM-948497-23

Law Firm : Kingsley & Kingsley, APC

Plaintiff Name : Irma Martinez-Montano

Employer: North Valley Behavioral Health, LLC

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_Attoorneys_General_Act.htm&data=05%7C01%7CTaylor%40kingsleykingsley.com%7C32d1eebf19c64e59084208db3d016520%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638170848450944016%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAilCJQljoiv2luMzliLCJBTil6k1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=NcZr25QAZZStQH5gWW1DiF%2BIGLw9HCg9egJAAZzNjTo%3D&reserved=0)

[url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attoorneys_General_Act.htm&data=05%7C01%7CTaylor%40kingsleykingsley.com%7C32d1eebf19c64e59084208db3d016520%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638170848450944016%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAilCJQljoiv2luMzliLCJBTil6k1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=NcZr25QAZZStQH5gWW1DiF%2BIGLw9HCg9egJAAZzNjTo%3D&reserved=0](http%3A%2F%2Flabor.ca.gov%2FPrivate_Attoorneys_General_Act.htm&data=05%7C01%7CTaylor%40kingsleykingsley.com%7C32d1eebf19c64e59084208db3d016520%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638170848450944016%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAilCJQljoiv2luMzliLCJBTil6k1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=NcZr25QAZZStQH5gWW1DiF%2BIGLw9HCg9egJAAZzNjTo%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>

Fri 4/14/2023 9:01 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-948497-23

Order Number: ORD-000217167

Total:\$75.00

Card Type:

Date: 4/14/2023

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Boulevard Suite 1200

Encino, California

91436

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