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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

OSCAR IRUEGAS, an individual, on behalf
of himself and others similarly situated

PLAINTIFF,

v.

BALD EAGLE SECURITY SERVICES,
INC.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 37-2023-00030158-CU-OE-CTL

**[Case Assigned for all purposes to Hon.
Keri Katz in Dept. C-74]**

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

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

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

1 Plaintiff OSCAR IRUEGAS, an individual, on behalf of himself, all others similarly
2 situated, and on behalf of the people of the State of California and as an “aggrieved employee”
3 under Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.* (hereafter “PAGA”),
4 complains of Defendant BALD EAGLE SECURITY SERVICES, INC. (“Defendant”) and each
5 of them, as follows:

6 **I.**

7 **INTRODUCTION**

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

10 All persons who are employed or have been employed as a non-
11 exempt security guard by BALD EAGLE SECURITY SERVICES,
12 INC., in the State of California since January 1, 2021 to the present.
13 (“Proposed Class”)

14 2. From January 1, 2021¹ and continuing to the present, Defendant has had a
15 consistent policy of failing to inform Proposed Class members of their right to take meal periods
16 by way of a lawful policy and requiring Proposed Class members within the State of California,
17 including Plaintiff, to work at least five (5) hours without a meal period and failing to pay such
18 employees one (1) hour of pay at the employees’ regular rate of compensation for each workday
19 that the meal period is not provided or provided after five (5) hours, as required by California state
20 wage and hour laws. Further, Defendant also had a consistent policy of paying meal period
21 premiums at the base rate and not the blended rate in violation of *Ferra v. Loews Hollywood Hotel,*
22 *LLC* and Labor Code §§ 226.7 and 512.

23 3. From January 1, 2021 and continuing to the present, Defendant has had a consistent
24 policy of failing to inform Proposed Class members of their right to take rest periods by way of a
25 lawful policy and of failing to provide Proposed Class members within the State of California,
26 including Plaintiff, rest periods of at least ten (10) minutes per four (4) hours worked or major

27 ¹ On August 10, 2023, counsel for Defendant sent a meet and confer letter to counsel for
28 Plaintiff alleging that the class as defined in Plaintiff’s Complaint must be limited to exclude
non-exempt employees employed by Defendant in California from February 23, 2014 through
December 31, 2020 due to *res judicata*.

1 fraction thereof and failing to pay such employees one (1) hour of pay at the employee's regular
2 rate of compensation for each workday that the rest period was not provided, as required by
3 California state wage and hour laws. In addition, as discussed above, *Ferra* requires the rest period
4 premium payments must include the hourly value of any nondiscretionary earnings (such as
5 nondiscretionary bonuses) and cannot simply be paid at an employee's base hourly rate. Defendant
6 has had a consistent policy of paying rest period premiums at the base rate and not the blended rate
7 when rest periods are provided, in violation of Labor Code § 226.7.

8 4. From January 1, 2021 and continuing to the present, Defendant has failed to
9 reimburse Plaintiff and the Proposed Class the cost of using their personal cell phones for business
10 related purposes. Defendant required that Plaintiff and the Proposed Class be available by cell
11 phone and answer/use their cell phones while working. Specifically, Plaintiff and the Proposed
12 Class were required to download an app for the job, and used this app to clock in/out, take photos,
13 and make reports. Plaintiff and the Proposed Class were not provided with adequate devices to
14 perform these duties, and as a result, had to use their personal cell phones in order to perform these
15 job duties. These cell phones were not provided by Defendant and Defendant failed to reimburse
16 Plaintiff and the Proposed Class for the costs associated with using these personal cell phones.

17 5. From January 1, 2021 and continuing to the present, Defendant has failed to pay all
18 wages due at the time of termination or resignation to Plaintiff and the Proposed Class.

19 6. Plaintiff, on behalf of himself and all Proposed Class Members brings this action
20 pursuant to Labor Code §§ 201, 202, 203, , 226.7, 512, and 2802; Wage Order 4-2001; and
21 California Code of Regulations, Title 8, Section 11040, seeking meal and rest period penalties,
22 unreimbursed expenses, , other penalties, injunctive and other equitable relief, and reasonable
23 attorneys' fees and costs.

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

27 8. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
28 and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to

1 PAGA, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
2 pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved employees presently or
3 formerly employed by Defendant during the liability period as defined in his PAGA notice letter
4 (*see* Exhibit “1”), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking
5 penalties for Defendant’s violations of Labor §§ 201, 202, 203, 226.7, 512, and 2802.

6 **II.**

7 **JURISDICTION AND VENUE**

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

13 10. This Court has personal jurisdiction over Defendant because Defendant has caused
14 injuries in the County of San Diego and the State of California through their acts, and by their
15 violation of the California Labor Code, California state common law, and California Business &
16 Professions Code § 17200, *et seq.*

17 11. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
18 Civil Procedure § 395. Defendant operates within California and does business within San Diego
19 County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class
20 Members within the State of California and the county of San Diego.

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

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

28 //

III.
PARTIES

A. PLAINTIFF

14. Plaintiff OSCAR IRUEGAS is a resident of California.

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

a. Work without being provided meal periods;

b. Work without being provided rest periods;

c. Work without being reimbursed for their out of pocket expenses; and,

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

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

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

B. DEFENDANTS

19. Defendant BALD EAGLE SECURITY SERVICES, INC. is believed to be a California corporation operating within the State of California. Defendant’s corporate address is believed to be 3626 Main Street, San Diego, CA 92113. 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.

20. 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.

21. 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.

22. 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

23. 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.

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

25. 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 rate of compensation for each workday that a meal period was not provided or provided after five (5) hours, all in violation of California labor laws, regulations, and Industrial Welfare Commission Wage Orders. Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate when meal period premiums are provided, in violation of *Ferra* and Labor Code §§ 226.7 and 512. Additionally, Defendant failed to inform Plaintiff and the Proposed Class of their right to take meal periods by way of a lawful policy.

26. On a regular and consistent basis, Plaintiff and the Proposed Class have been

1 required to work four hour increments (or major fractions thereof) without being provided with a
2 ten (10) minute rest period. Defendant also failed to pay such employees one (1) hour of pay at the
3 employee's regular rate of compensation for each work day that the complaint rest period was not
4 provided, as required by California state wage and hour laws. Defendant has had a consistent
5 policy of paying rest period premiums at the base rate and not the blended rate, when rest break
6 premiums are provided, as required. Additionally, Defendant failed to inform Plaintiff and the
7 Proposed Class of their right to take rest periods by way of a lawful policy.

8 27. On a regular and consistent basis, Plaintiff and the Proposed Class have not been
9 properly reimbursed expenses associated with the cost of personal cell phone use necessary for the
10 completion of their job duties.

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

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

15 **V.**

16 **CLASS ACTION ALLEGATIONS**

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

20 All persons who are employed or have been employed as a non-
21 exempt security guard by BALD EAGLE SECURITY SERVICES,
22 INC., in the State of California since January 1, 2021 to the present.
23 ("Proposed Class")

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

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

1 **A. NUMEROSITY**

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

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

10 **B. COMMONALITY**

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

14 a. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 4-
15 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
16 of their right to take meal periods and by failing to provide required meal periods throughout the
17 term of employment and failing to compensate said employees one (1) hours wages in lieu of meal
18 periods;

19 b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 4 -
20 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
21 of their right to take rest periods and failing to provide required rest periods throughout the term
22 of employment and failing to compensate said employees one (1) hours wages in lieu of rest
23 periods;

24 c. Whether Defendants violated Labor Code § 2802 and/or Wage Order 4-
25 2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the
26 cost of personal cell phone use;

27 d. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay
28 compensation due and owing at the time that any Proposed Class member's employment with

Defendant terminated;

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

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

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

C. TYPICALITY

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

D. ADEQUACY OF REPRESENTATION

37. Plaintiff will fairly and adequately represent and protect the interests of the members of the proposed Class.

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

E. SUPERIORITY OF CLASS ACTION

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

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

1 action that would preclude its maintenance as a class action.

2 **VI.**

3 **FIRST CAUSE OF ACTION**

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

5 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

6 **LABOR CODE § 226.7 AND LABOR CODE § 512**

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

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

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

17 44. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.
18 Defendant failed to provide Plaintiff and the Proposed Class with proper meal periods of not less
19 than thirty (30) minutes as required by the Labor Code during the relevant time period. If Plaintiff
20 and the Proposed Class were able to find some time to eat, they were frequently interrupted,
21 missed, or later.

22 45. Additionally, Defendant has had a consistent policy of failing to pay Plaintiff and
23 the Proposed Class one (1) hour of pay at the employees' regular rate of compensation for each
24 workday that the compliant meal period was not provided. In *Ferra v. Loews Hollywood Hotel,*
25 *LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of
26 premium pay that employees are owed if an employer fails to provide a compliant meal period or
27 rest break. Specifically, the Court held that those premium payments must include the hourly value
28 of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid

1 at an employee's base hourly rate. Here, when meal period premiums are provided, Defendant has
2 had a consistent policy of paying meal period premiums at the base rate and not the blended rate
3 in violation of Labor Code §§ 226.7 and 512.

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

7 **VII.**

8 **SECOND CAUSE OF ACTION**

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

10 **FAILURE TO ALLOW REST PERIODS PURSUANT TO**

11 **LABOR CODE § 226.7**

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

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

18 49. Plaintiff and the Class consistently worked shifts with no rest breaks, and Defendant
19 failed to maintain an accurate policy advising Plaintiff and the Class of these rest breaks and failed
20 to provide Plaintiff and the Class with rest breaks of not less than ten (10) minutes as required by
21 the Labor Code during the relevant time period. Rest breaks were frequently missed, interrupted,
22 or late, as Plaintiff and the Proposed Class had a heavy workload and were not always able to take
23 a rest break.

24 50. Additionally, on a regular and consistent basis, Defendant failed to provide Plaintiff
25 and the Proposed Class with a second rest period despite regularly requiring Plaintiff and the
26 Proposed Class work over six (6) hours.

27 51. As a result, Defendant failed to provide Plaintiff and the Proposed Class with
28 compliant rest periods.

52. Further, Plaintiff and the Proposed Class 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 a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. As with meal periods, when rest premiums are provided, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7.

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

VIII.

THIRD CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO REIMBURSE EXPENSES PURSUANT TO

LABOR CODE § 2802

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

55. Labor Code § 2802 requires employers to indemnify employees for all necessary expenditures incurred by employees in the discharge of their duties.

56. Defendants have failed to reimburse Plaintiff and the Proposed Class for the cost of using their personal cell phones that were not provided by Defendant but were necessary for the performance of Plaintiff and the Proposed Class's job duties. Defendant required Plaintiff and all Proposed Class members to use their own cell phones to perform and complete their job duties. Defendant required that Plaintiff and the Proposed Class be available by cell phone and answer/use their cell phones while working and this was necessary to perform their job duties. Specifically, Plaintiff and the Proposed Class were required to use their personal cell phones to download an app necessary for the job and were required to use this app to clock in/out, take photos, and make reports. Plaintiff and the Proposed Class were not provided with adequate devices to perform these

1 duties, and as a result, had to use their personal cell phones in order to perform these job duties.
2 Defendant failed to reimburse Plaintiff and the Proposed Class for the costs associated with using
3 these personal cell phones.

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

7 **IX.**

8 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

24 **X.**

25 **FIFTH CAUSE OF ACTION**

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

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

28 62. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates

1 by reference all previous paragraphs.

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

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

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

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

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

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

28 69. 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.

70. 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.

71. 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.

XI.

SIXTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE AGGRIEVED EMPLOYEES

PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.

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

84. 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, 226.7, 512, and 2802; Wage Order 4-2001; and California Code of Regulations, Title 8, Section 11040, which call for civil penalties.

85. Plaintiff brings this representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees as defined as: "All persons who are employed or have been employed as a non-exempt employee by Bald Eagle Security Services, Inc., in the State of California since one (1) year prior to the date of this letter and continuing to the present. ("aggrieved employees")."

86. In addition to the Labor Code claims alleged in detail above, Plaintiff also alleges that Defendant violated IWC Wage Order 4, ¶ 7, as the basis for a PAGA claim on behalf of the

1 aggrieved employees.

2 87. For at least one (1) year prior to the date of the letter sent to the Labor and
3 Workforce Development Agency and Defendant giving notice of these PAGA claims and
4 continuing to the present, Defendant violated IWC Wage Order 4, ¶ 7 with respect to the aggrieved
5 employees. IWC Wage Order 4, ¶ 7 imposes on employers an obligation to record and maintain
6 accurate records of “meal periods.” Labor Code § 1199 prohibits an employer from causing any
7 employee to work under conditions of labor prohibited by an order of the IWC or from violating,
8 refusing, or neglecting to comply with any order of the commission’s orders regarding wages,
9 hours, and working conditions. Defendant does not maintain accurate records of meal periods for
10 Plaintiff and the aggrieved employees. As such, Defendant has violated Labor Code §§ 226.7 and
11 512 and the Wage Order by failing to keep accurate records.

12 88. Defendant’s violation of IWC Wage Order 4, ¶ 7 was all done on a regular and
13 consistent basis.

14 89. Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has
15 violated IWC Wage Order 4, ¶ 7 with respect to Plaintiff and the aggrieved employees.

16 90. As a result of the acts alleged above, Plaintiff, on behalf of himself and the
17 aggrieved employees, seeks penalties under Labor Code § 2699, et seq. because of Defendant’s
18 violation of IWC Wage Order 4, ¶ 7, for which a civil penalty applies under PAGA.

19 91. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code §
20 2699, et seq. because of Defendant’s violation of Labor Code §§ 201, 202, 203, 226.7, 512, and
21 2802; Wage Order 4-2001, which call for civil penalties.

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

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

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

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

28 94. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the

1 LWDA² and mailed a letter by certified mail to Defendant's entity address, which is 3626 Main
2 Street, San Diego, CA 92113, as proscribed by the Code on July 18, 2023, describing Defendant's
3 conduct in violation of Labor Code §§201, 202, 203, 226.7, 512, and 2802, (*see* Exhibit "1.")
4 Plaintiff received a signed green return receipt from Defendant, indicating that it received
5 Plaintiff's notice letter. (*see* Exhibit "2") Plaintiff also obtained an e-filing confirmation from the
6 LWDA confirming receipt of the notice (*see* Exhibit "3").

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

12 **RELIEF REQUESTED**

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

14 1. For compensatory damages in the amount of Plaintiff's and each Proposed Class
15 Members' hourly wage for each meal period missed or taken late from January 1, 2021 to the
16 present as may be proven;

17 2. For compensatory damages in the amount of Plaintiff's and each Proposed Class
18 Members' hourly wage for each rest period missed or taken late from January 1, 2021 to the
19 present as may be proven;

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

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

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

25 6. An order enjoining Defendant and its agents, servants, and employees, and all
26 persons acting under, in concert with, or for it from providing Plaintiff with meal periods, rest

27 ² Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California
28 Labor and Workforce Development Agency / Department of Industrial Relations website
(<https://dir.tfaforms.net/308>).

1 periods, and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226.7,
2 512, 2802, and IWC 4-2001;

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

5 8. For penalties and other relief pursuant to Labor Code §2699, *et seq.* for Plaintiff
6 and all other aggrieved employees for Defendant's violation of Labor Code §§ 201, 202, 203,
7 226.7, 512, and 2802; Wage Order 4-2001; and California Code of Regulations, Title 8, Section
8 11040;

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

10 10. An award of attorneys' fees; and

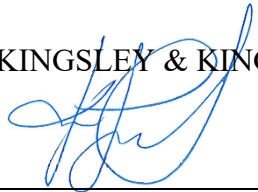
11 11. Such other and further relief as this Court may deem proper and just.

12 **DEMAND FOR JURY TRIAL**

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

14
15 DATED: September 25, 2023

KINGSLEY & KINGSLEY, APC

16
17 By: 

Kelsey M. Szamet

Attorneys for Plaintiff and the Proposed Class

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

July 18, 2023

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

Bald Eagle Security Services, Inc.
3626 Main Street
San Diego, CA 92113
Via Certified Mailing # 7022 3330 0002 1335 6741

Re: Oscar Iruegas v. Bald Eagle Security Services, Inc.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Oscar Iruegas (“Plaintiff”) and a proposed group of current and former employees working for Bald Eagle Security Services, 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 himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as a non-exempt employee by Bald Eagle Security Services, Inc., in the State of California since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. Likewise, the Wage Orders (4-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

July 18, 2023

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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 the aggrieved employees compliant uninterrupted meal periods within the first five hours of each shift; (2) requiring Plaintiff and the aggrieved employees to take meal breaks that occurred after the first five hours of each shift; and (3) 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. If Plaintiff and the aggrieved employees were able to find some time to eat, they were frequently interrupted, missed, or late.

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.

Further, IWC Wage Order 4, ¶ 7 imposes on employers an obligation to record and maintain accurate records of "meal periods." Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the IWC or from violating, refusing, or neglecting to comply with any order of the commission's orders regarding wages, hours, and working conditions. Defendant does not maintain accurate records of meal periods for Plaintiff and the aggrieved employees. As such, Defendant has violated Labor Code §§ 226.7 and 512 and the Wage Order by failing to keep accurate records.

Pursuant to Labor Code § 226.7 and Wage Order 4-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Additionally, on a regular and consistent basis, Defendant failed to provide Plaintiff and the aggrieved employees with a second rest period despite regularly requiring Plaintiff and the aggrieved employees to work over six (6) hours. Rest breaks were consistently missed, interrupted, or late, as Plaintiff and the aggrieved employees had a heavy workload and were not able to take compliant rest breaks. As such, Defendant failed to provide Plaintiff and the aggrieved employees with compliant rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

Further, Plaintiff and all aggrieved employees were not compensated with one (1) hour of wages

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

July 18, 2023

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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 a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. As with meal periods, when rest premiums are provided, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7.

In addition, Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of using their personal cell phones for business related purposes. Defendant required that Plaintiff and the aggrieved employees be available by cell phone and answer/use their cell phones while working and this was necessary to perform their job duties. Specifically, Plaintiff and the aggrieved employees were required to use their personal cell phones to download an app for the job, and used this app to clock in/out, take photos, and make reports. Plaintiff and all aggrieved employees were not provided adequate equipment by Defendant as such it was necessary to use their personal cell phones in order to perform their job duties. Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with using these personal cell phones.

As a result of the claims alleged above, Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing 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) 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.

Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

July 18, 2023

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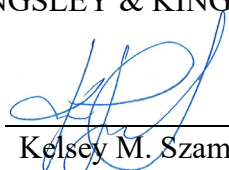
who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Here, Plaintiff and all aggrieved employees were not paid all 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.

Further, under Labor Code § 2699.3(c)(2)(A), Defendant may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

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

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 
Kelsey M. Szamet

[KMS/tg]

Cc: 1. Abramson Labor Group, 11846 Ventura Blvd., Suite 100, , Studio City, CA91604

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:

Bald Eagle Security Services, Inc.
3626 Main Street
San Diego, CA 92113



9590 9402 7019 1225 1735 50

2. Article Number (Transfer from service label)

7022 3330 0002 1335 6741

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
If YES, enter delivery address below: ☒ No

3. Service Type

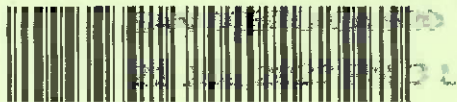
- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |

Mail

Mail Restricted Delivery

(over \$500)

USPS TRACKING#



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

9590 9402 7019 1225 1735 50

United States
Postal Service

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

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

Bald Eagle

PAGA Ltr 7.18.13



EXHIBIT "3"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley & Kingsley, APC

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

Your Email Address *

service@kingsleykingsley.c

Your Street Name, Number and Suite/Apt *

16133 Ventura Boulevard

Your Mobile Phone Number

(818) 990-8300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Oscar Iruegas

Plaintiff/Aggrieved Employee Occupation *

Security

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

Bald Eagle Security Services, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

Employer City *

3626 Main Street	San Diego
Employer State * California	Employer Zip/Postal Code * 92113
Employer Industry * Other	Employer Industry for "Other" * Security Guard Service

Add additional defendants

☐ Add any entity other than an individual

☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

Notice Violations – Check All that Apply ***Child Labor – Specify Ages**

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

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 - ...y Services.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>

Tue 7/18/2023 3:14 PM

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

External Email!

7/18/2023

LWDA Case No. LWDA-CM-969247-23
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : Oscar Iruegas
Employer: Bald Eagle Security Services, 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%7CTaylor%40kingsleykingsley.com%7C2788ed5e538541c3aa4d08db87dc4989%7C121a7875db4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638253152436002669%7CUnknown%7CTWFpbGZsb3d8eyJWlloiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6Ik1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=8Ulf2A2fXdlITkLVisLnMJeXh34oY5G8VdjqrVOsgQ%3D&reserved=0](https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C01%7CTaylor%40kingsleykingsley.com%7C2788ed5e538541c3aa4d08db87dc4989%7C121a7875db4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638253152436002669%7CUnknown%7CTWFpbGZsb3d8eyJWlloiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6Ik1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=8Ulf2A2fXdlITkLVisLnMJeXh34oY5G8VdjqrVOsgQ%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>

Tue 7/18/2023 3:14 PM

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

External Email!

Thank you for your payment.

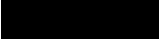
Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-969247-23

Order Number: ORD-000242288

Total: \$75.00

Card Type: 

Date: 7/18/2023

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Boulevard Suite 1200

Encino, California

91436