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

DAVID NUNEZ, an individual, on behalf of
himself and others similarly situated

PLAINTIFF,

v.

QUIDEL CORPORATION; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. 37-2023-00048776-CU-OE-CTL

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

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

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

1 Plaintiff DAVID NUNEZ, an individual, on behalf of himself and 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 QUIDEL CORPORATION (“Defendant”) and each of them, as follows:

5 **I.**

6 **INTRODUCTION**

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

9 All non-exempt employees who are employed or have been
10 employed by Quidel Corporation, in the State of California who
11 worked one or more pay periods since one (1) year prior to the date
12 of this letter and continuing to the present plus any additional time
13 during which the statutes of limitation for the causes of action herein
14 were tolled pursuant to Emergency Rule 9 of the California Rules of
15 Court, the ‘Emergency Rules Related to COVID-19’. (“Proposed
16 Class”)

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

25 3. From at least four (4) years prior to the filing of this action and continuing to the
26 present, Defendant has failed to apprise Plaintiff and the aggrieved employees of their rights
27 associated with meal periods and failed to provide timely meal periods. Defendant has had a
28 consistent policy of failing to provide compliant meal periods to Plaintiff and the Proposed Class
within the first five hours of each shift and 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, as required by California state wage and hour laws.

1 4. For at least four (4) years prior to the filing of this action and continuing to the
2 present, Defendant has failed to inform and provide Plaintiff and the Proposed Class with rest
3 breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof.
4 As Such, Defendant failed to provide Plaintiff and the Proposed Class with compliant rest periods.
5 Further, Defendant failed to pay such employees with one (1) hour of wages at the employee's
6 regular rate of compensation for each workday that each rest period was not provided, as required
7 by as required by California state wage and hour laws.

8 5. For at least four (4) years prior to the filing of this action and continuing to the
9 present, Defendant has failed to reimburse Plaintiff and the Proposed Class the cost of using their
10 personal cell phones and purchasing tools for business related purposes. Defendant required
11 Plaintiff and the Proposed Class members to use their personal cellphones to call, text, and send
12 images of work-related matters while working and purchase tools/equipment necessary to perform
13 their job duties without reimbursement in violation of Labor Code §2802. These cell phones and
14 tools were not provided by Defendant and Defendant failed to reimburse Plaintiff and the Proposed
15 Class for the costs associated with using such items. Thus, Defendant has violated Labor Code
16 Labor Code §2802 with respect to Plaintiff and the Proposed Class.

17 6. For at least one (1) year prior to the filing of this action continuing to the present,
18 Defendant has failed to comply with Industrial Welfare Commission ("IWC") Wage Order 1-2001
19 and Labor Code § 226(a) by failing to issue accurate itemized wage statements to Plaintiff and the
20 Proposed Class showing all applicable hourly rates in effect during the pay period and the
21 corresponding number of hours worked at each hourly rate by the employee. Thus, Defendant has
22 violated Labor Code § 226(a)(2) and (9) with respect to Plaintiff and the Proposed Class.

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

26 8. Plaintiff, on behalf of himself and all Proposed Class brings this action pursuant to
27 Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802; Wage Order 1-2001; and California
28 Code of Regulations, Title 8, Section 11010, seeking meal and rest period penalties, unreimbursed

1 expenses, accurate itemized wage statements, other penalties, injunctive and other equitable relief,
2 and reasonable attorneys' fees and costs.

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

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

16 **II.**

17 **JURISDICTION AND VENUE**

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

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

27 13. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
28 Civil Procedure § 395. Defendant operates within California and does business within San Diego

County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class Members within the State of California and the county of San Diego.

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

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

III.

PARTIES

A. PLAINTIFF

16. Plaintiff DAVID NUNEZ is a resident of California.

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

- a. Work without being provided meal periods;
- b. Work without being provided compliant rest periods;
- c. Work without being reimbursed for their out of pocket expenses; and,
- d. Work without Defendant providing accurate itemized wage statement that reflects total hours worked, including when the employee begins and ends each work period, the name of the legal entity that is the employer, meal periods, and total daily hours worked, and the applicable rates of pay by Plaintiff and the members of the Proposed Class.

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

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

20. 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

21. Defendant QUIDEL CORPORATION is believed to be a California corporation operating within the State of California. Defendant's corporate address is believed to be 9975 Summers Ridge Road, San Diego, CA 92121. 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.

22. 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.

23. 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.

24. 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

25. 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 non-exempt employees who are paid on an hourly basis.

1 26. Upon information and belief, Plaintiff and the Proposed Class are covered by
2 California Industrial Welfare Commission Occupational Wage Order No. 1-2001 (Title 8 Cal.
3 Code of Regs. § 11010).

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

12 28. Defendant failed to inform Plaintiff and the Proposed Class of their right to take
13 rest periods by way of a lawful policy. Plaintiff and the Proposed Class have been required to
14 work four hour increments (or major fractions thereof) without being provided with a ten (10)
15 minute rest period.

16 29. On a regular and consistent basis, Plaintiff and the Proposed Class have not been
17 properly reimbursed expenses associated with the cost of personal cellphones and tools necessary
18 for the completion of their job duties.

19 30. Defendant has failed to comply with Industrial Welfare Commission (“IWC”)
20 Wage Order 1-2001(7) and Labor Code § 226(a) by failing to maintain time records showing when
21 the employee begins and ends each work period, meal periods, and total daily hours worked by
22 itemizing in wage statements all deductions from payment of wages and accurately reporting total
23 hours and applicable rates of pay for Plaintiff and the Proposed Class..

24 31. Defendant willfully failed to pay wages and compensation, when Plaintiff and all
25 Proposed Class members quit or were discharged. This failure was willful, without legal
26 justification, and interfered with Plaintiff’s and Class Members’ rights.

27 32. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*
28

1 V.

2 CLASS ACTION ALLEGATIONS

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

6 All non-exempt employees who are employed or have been
7 employed by Quidel Corporation, in the State of California who
8 worked one or more pay periods since one (1) year prior to the date
9 of this letter and continuing to the present plus any additional time
10 during which the statutes of limitation for the causes of action herein
were tolled pursuant to Emergency Rule 9 of the California Rules of
Court, the 'Emergency Rules Related to COVID-19'. ("Proposed
Class")

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

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

17 **A. NUMEROSITY**

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

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

26 **B. COMMONALITY**

27 38. There are questions of law and fact common to the Proposed Class that predominate
28 over any questions affecting only individual Proposed Class members. These common questions

1 of law and fact include, without limitation:

2 a. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 1-
3 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
4 of their right to take meal periods and by failing to provide required meal periods throughout the
5 term of employment and failing to compensate said employees one (1) hours wages in lieu of rest
6 periods;

7 b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 1 -
8 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
9 of their right to take rest periods and failing to provide required rest periods throughout the term
10 of employment and failing to compensate said employees one (1) hours wages in lieu of rest
11 periods;

12 c. Whether Defendants violated Labor Code § 2802 and/or Wage Order 1-
13 2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the
14 cost of using personal cellphones and tools;

15 d. Whether Defendants violated Labor Code § 226(a) and Wage Order 1-2001
16 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11010 by failing to
17 keep accurate records of the hours worked and meal periods and whether Defendant failed to
18 provide an accurate itemized wage statements that reflect all hours worked and the applicable rates,
19 for Plaintiff and the members of the Proposed Class;

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

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

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

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

1 **C. TYPICALITY**

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

6 **D. ADEQUACY OF REPRESENTATION**

7 40. Plaintiff will fairly and adequately represent and protect the interests of the
8 members of the proposed Class.

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

11 **E. SUPERIORITY OF CLASS ACTION**

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

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

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1 **VI.**

2 **FIRST CAUSE OF ACTION**

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

4 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

5 **LABOR CODE § 226.7 AND LABOR CODE § 512**

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

8 45. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
9 compensation for each meal period the employer fails to provide. Employees are entitled to a first
10 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
11 first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts
12 over ten (10) hours.

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

16 47. Defendant failed to provide Plaintiff and the Proposed Meal Break Class with
17 timely meal periods of not less than thirty (30) minutes within the first ten (5) hours for shifts over
18 ten (10) hours work as required by the Labor Code during the relevant time period. Plaintiff and
19 Class Member's meal periods were frequently denied due to Defendant's heavy workload and
20 failure to staff appropriately for Plaintiff and Class Members to take compliant meal periods.

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

1 had a consistent policy of paying meal period premiums at the base rate and not the blended rate
2 in violation of Labor Code §§ 226.7 and 512.

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

6 **VII.**

7 **SECOND CAUSE OF ACTION**

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

9 **FAILURE TO ALLOW REST PERIODS PURSUANT TO**

10 **LABOR CODE § 226.7**

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

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

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

23 53. Further, Plaintiff and the Proposed Class were not compensated with one (1) hour
24 of wages at the regular rate of compensation for each compliant rest period that was not provided
25 as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium
26 payments must include the hourly value of any nondiscretionary earnings (such as a
27 nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate.

28 54. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to

1 damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven
2 at trial.

3 **VIII.**

4 **THIRD CAUSE OF ACTION**

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

6 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO**

7 **LABOR CODE § 2802**

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

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

12 57. Defendants have failed to reimburse Plaintiff and the Proposed Class for the cost
13 of using his cellular telephone for work and tools that were not provided by Defendant but were
14 necessary for the performance of Plaintiff and the Proposed Class's job duties.

15 58. Specifically, Defendant required that Plaintiff and the Proposed Class members be
16 available by cell phone and answer/use their cell phones to call, text, and send images of work-
17 related matters while working and purchase tools/equipment, and this was necessary to perform
18 their job duties. Plaintiff and the Proposed Class were not provided with adequate devices to
19 perform these duties, and as a result, had to use their personal cell phones and tools in order to
20 perform these job duties. Defendant failed to reimburse Plaintiff and the aggrieved employees for
21 the costs associated with using these personal cell phones and tools/equipment.

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

25 ///

1 **IX.**

2 **FOURTH CAUSE OF ACTION**

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

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

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

7 61. Labor Code §226(a)(2) requires that every employer shall semimonthly or at the
8 time of each payment of wages, furnish each of his or her employees, an accurate itemized
9 statement in writing showing the total hours worked by the employee. Plaintiff and the Proposed
10 Class are issued wage statements that do not include the total hours worked by the employee.

11 62. Also, Defendant issued to Plaintiff and the aggrieved employees itemized wage
12 statements that did not include all applicable hourly rates in effect during the pay period and the
13 corresponding number of hours worked at each hourly rate by the employee, in violation of Labor
14 Code § 226(a)(9). The itemized wage statements provided to Plaintiff and the aggrieved
15 employees did not include the hours worked at each hourly rate.

16 63. Specifically, Defendant has failed to comply with Industrial Welfare Commission
17 (“IWC”) Wage Order 1-2001 and Labor Code § 226(a) by failing to issue accurate itemized wage
18 statements to the Proposed Class showing all applicable hourly rates in effect during the pay
19 period, and the corresponding number of hours worked at each hourly rate by the employee.

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

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

1 **X.**

2 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

18 **XI.**

19 **SIXTH CAUSE OF ACTION**

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

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

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

24 71. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself,
25 on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to
26 Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this
27 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general
28 public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public

1 interest within the meaning of Code of Civil Procedure § 1021.5.

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

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

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

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

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

22 77. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
23 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
24 § 17200, *et seq.* of the Business & Professions Code.

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

27 79. Unless restrained, Defendant will continue to engage in the unlawful conduct as
28 alleged above. Pursuant to the Business & Professions Code, this court should make such orders

1 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
2 employment by Defendant, its agents, or employees, of any unlawful or deceptive practices
3 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
4 and disgorgement of profits which may be necessary to restore Plaintiff and members of the
5 proposed Class the money Defendant has unlawfully failed to pay.

6 **XII.**

7 **SEVENTH CAUSE OF ACTION**

8 **PLAINTIFF ON BEHALF OF HIMSELF AND THE AGGRIEVED EMPLOYEES**

9 **PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.**

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

12 81. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
13 seeks penalties under Labor Code § 2699, *et seq.* use of Defendant's violation of Labor Code §§
14 201, 202, 203, 226(a), 226.7, 512, and 2802; Wage Order 1-2001; and California Code of
15 Regulations, Title 8, Section 11010, which call for civil penalties.

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

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

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

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

22 84. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the
23 LWDA¹ and mailed a letter by certified mail to Defendant's entity address, which is 9975
24 Summers Ridge Road, San Diego, CA 92121, as proscribed by the Code on November 8, 2023,
25 describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 512,
26 and 2802, (*see* Exhibit "1.") Plaintiff also obtained an e-filing confirmation from the LWDA

27 ¹ 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 confirming receipt of the notice (*see* Exhibit “2”).

2 85. As no letter evidencing the LWDA’s intention to investigate was received by
3 Plaintiff’s Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil
4 action as though the LWDA had not chosen to investigate pursuant to Labor Code
5 §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First
6 Amended Class and Representative Action Complaint immediately.

7 **RELIEF REQUESTED**

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

9 1. For compensatory damages in the amount of Plaintiff’s and each Proposed Class
10 members’ hourly wage for each meal period Defendant failed to provide from at least four (4)
11 years prior to the filing of this action to the present as may be proven;

12 2. For compensatory damages in the amount of Plaintiff’s and each Proposed Class
13 members’ hourly wage for each rest period Defendant failed to provide from at least four (4) years
14 prior to the filing of this action to the present as may be proven;

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

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

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

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

24 7. An order enjoining Defendant and its agents, servants, and employees, and all
25 persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or
26 overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon
27 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802,
28 and IWC 1-2001;

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

3 9. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
4 Code §§ 201, 202, 203, 226(a), 226.7, 512, 2802, and Wage Order 1-2001;

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

6 11. An award of attorneys' fees; and

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

8 **DEMAND FOR JURY TRIAL**

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

10
11 DATED: January 17, 2024

KINGSLEY & KINGSLEY, APC

12
13 By: _____

Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiff DAVID NUNEZ and the
Proposed Class

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

November 8, 2023

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

Quidel Corporation
9975 Summers Ridge Road
San Diego, CA 92121
Via Certified Mailing #7022 3330 0002 1335 8523

Quidel Corporation
c/o Agent for Service of Process
1505 Corporation
Registered Agent Solutions, Inc.
720 14th ST.,
Sacramento, CA 95814
Via Certified Mailing #7022 3330 0002 1335 8530

Re: David Nunez v. Quidel Corporation
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents David Nunez (“Plaintiff”) and a proposed group of current and former employees working for Quidel Corporation (“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 himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All non-exempt employees who are employed or have been employed by Quidel Corporation, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency Rules Related to COVID-19’. (“aggrieved employees”).

Any limitations period referenced in this letter is extended pursuant to Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the California Rules of Court adopted effective April 6, 2020, which provides that the statutes of limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020 [“Notwithstanding any

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

November 8, 2023

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other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 16 1, 2020.”] Any reference to the relevant time period or statute of limitations referenced in this letter is extended into the past by the number of days in which this tolling was in effect.

Labor 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. Likewise, the Wage Orders (1-2001) 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. Meal periods were frequently missed, interrupted, or late, as Plaintiff and the aggrieved employees had a heavy workload and Defendant did not staff in a way to provide Plaintiff and all aggrieved employees with lawful meal periods. Defendant has had a consistent policy of failing to provide compliant meal periods to Plaintiff and the aggrieved employees within the first five hours of each shift and 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.

Pursuant to Labor Code § 226.7 and Wage Order 1-2001, 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. Rest periods were frequently missed, interrupted, or late, as Plaintiff and the aggrieved employees had a heavy workload and Defendant did not staff in a way to provide Plaintiff and all aggrieved employees with all required rest periods. 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.

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 and tools for business related purposes. Specifically, Defendant

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

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required that Plaintiff and the Proposed Class members be available by cell phone and answer/use their cell phones to call, text, and send images of work-related matters while working and purchase tools/equipment, and this was necessary to perform their job duties. Plaintiff and the Proposed Class were not provided with adequate devices to perform these duties, and as a result, had to use their personal cell phones and tools in order to perform these job duties. These cell phones and tools/equipment were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with using these personal cell phones and tools/equipment.

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) 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 a number of specific items such as, but not limited to, the total hours worked by the employee, deductions, inclusive dates for each pay period, the name and employee and only the last four digits of his or her social security number, the name and address of the legal entity that is the employer, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, and the piece rate units paid, among other items. Here, Defendant has failed to issue lawful itemized wage statements containing the required information under Labor Code § 226(a). As such, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Labor Code §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 Defendant 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

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California Labor Code §2699 Penalties

November 8, 2023

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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.

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/lis

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
 2. Quidel Corporation via USPS Certified Mail # 7022 3330 0002 1335 8523
Quidel Corporation c/o Agent for Service of Process Registered Agent Solutions, Inc. via USPS Certified Mail # 7022 3330 0002 1335 8530
 3. Abramson Labor Group, 11846 Ventura Blvd., Suite 100, Studio City, CA 91604

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 *

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 Blvd Suite 100

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

8189908300

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

David Nunez

Plaintiff/Aggrieved Employee Occupation *

Non-exempt Equipment Technician

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation

Employer Name *

Quidel Corporation

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

Employer City *

Employer State ***Employer Zip/Postal Code *****Employer Industry *****Employer Industry for "Other" *****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
- ☐ 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

This field is required.

Billing Email *

service@kingsleykingsley.c

Billing Phone

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

Credit Card Expiration Year *

YYYY

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

Choose File LWDA Letter ...orporation.pdf

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

Choose File No file chosen

[Add Another Attachment](#)

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

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

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

[Previous Page](#)

[Submit](#)

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

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, November 8, 2023 1:26 PM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

External Email!

11/8/2023

LWDA Case No. LWDA-CM-993024-23
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : David Nunez
Employer: Quidel Corporation
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%7CLealie%40kingsleykingsley.com%7C14b7df696a3b4adf789a08dbe0a14471%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638350755487353755%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjojV2luMzliLCJBTiI6I1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=WXOfkWUnhQw5o%2B6iWK7C7uzXBqUD68I9nj3D5iPK704%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, November 8, 2023 1:26 PM
To: Service Email
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-993024-23

Order Number: ORD-000259317

Total:\$75.00

Card Type: Master Card

Date: 11/8/2023

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd Suite 1200

Encino, California

91436