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FILED
Superior Court of California
County of Los Angeles

07/09/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JACQUIE WILLIAMS, an individual, on
behalf of herself and others similarly situated

PLAINTIFF,

v.

BLUEMARK, INC.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 24STCV00316

[Case Assigned for All Purposes to Hon. Laura
A. Seigle in Dept. 17]

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

**FIRST AMENDED CLASS ACTION
COMPLAINT AND INDIVIDUAL PAGA
CLAIM**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7
4. Violation of Labor Code § 226(a)
5. Penalties Pursuant to Labor Code § 203
6. Violation of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code § 2699, et seq.

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

5 **I.**

6 **INTRODUCTION**

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

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

13 2. From at least four (4) years prior to the filing of this action and continuing to the
14 present, Defendant has had a consistent policy of failing to pay wages and/or overtime to all
15 Proposed Class Members. Plaintiff and the other Proposed Class Members were not properly
16 compensated for wages/overtime at the appropriate rate of pay because Defendant routinely
17 required Plaintiff and the Proposed Class to work “off the clock” and perform compensable
18 activities during time that was spent “clocked out”. As such, Plaintiff and the Proposed Class are
19 not compensated for this time worked even though these activities and time are compensable.

20 3. From at least four (4) years prior to the filing of this action and continuing to the
21 present, Defendant has had a consistent policy of failing to inform Proposed Class Members of
22 their right to take meal periods by way of a lawful policy and requiring Proposed Class Members
23 within the State of California, including Plaintiff, to work at least five (5) hours without a meal
24 period and failing to pay such employees one (1) hour of pay at the employees’ regular rate of
25 compensation for each workday that the meal period is not provided or provided after five (5)
26 hours, as required by California state wage and hour laws. Further, Defendant also had a consistent
27 policy of paying meal period premiums at the base rate and not the blended rate in violation of
28 *Ferra v. Loews Hollywood Hotel, LLC* and Labor Code §§ 226.7 and 512.

4. For at least four (4) years prior to the filing of this action and continuing to the

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

12 5. For at least one (1) year prior to the filing of this action continuing to the present,
13 Defendant has failed to comply with Industrial Welfare Commission ("IWC") Wage Order 4-2001
14 and Labor Code § 226(a) by failing to provide Plaintiff and the Proposed Class accurate itemized
15 wage statements in writing showing the total hours worked at each applicable hourly rate in effect
16 during the pay period and the corresponding number of hours worked at each hourly rate by
17 Plaintiff and the members of the Proposed Class. Defendant issues wage statements to Plaintiff
18 and the Proposed Class that do not include meal and rest premiums as a result of the claims alleged
19 above and they are not paid premiums at the appropriate rate of pay.

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

23 7. Plaintiff, on behalf of herself and all Proposed Class members brings this action
24 pursuant to Labor Code §§ 201, 202, 203, 226, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199; Wage
25 Order 4-2001; and California Code of Regulations, Title 8, Section 11040, seeking unpaid
26 wages/overtime, meal and rest period penalties, accurate itemized wage statements, other
27 penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

28 8. Plaintiff, on behalf of herself and all Proposed Class members, pursuant to Business

1 & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of
2 all benefits Defendant enjoyed from its unlawful conduct as described herein.

3 9. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
4 and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to
5 PAGA, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
6 pursuant to PAGA. Plaintiff, on behalf of herself only, (*see* Exhibit “1”), brings this representative
7 action pursuant to Labor Code § 2699, *et seq.* seeking penalties for Defendant’s violations of Labor
8 §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199.

9 **II.**

10 **JURISDICTION AND VENUE**

11 10. This Court has subject matter jurisdiction over all causes of action asserted herein
12 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
13 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
14 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the
15 State of California or is subject to adjudication in the courts of the State of California.

16 11. This Court has personal jurisdiction over Defendant because Defendant has caused
17 injuries in the County of Los Angeles and the State of California through their acts, and by their
18 violation of the California Labor Code, California state common law, and California Business &
19 Professions Code § 17200, *et seq.*

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

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

14. Plaintiff files this amended complaint adding a claim for penalties pursuant to Labor Code § 2699, *et seq.* on behalf of herself only as a matter of right, pursuant to Labor Code § 2699.3(a)(2)(C)].

III.

PARTIES

A. PLAINTIFF

15. Plaintiff JACQUIE WILLIAMS is a resident of California.

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

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

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

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

19. Plaintiff, as defined in her notice letter to the LWDA is an “aggrieved employee” within the meaning of Labor Code § 2699, *et seq.* (*see* Labor Code §2699(c).)

B. DEFENDANTS

20. Defendant BLUEMARK, INC. is believed to be a California corporation operating within the State of California. Defendant's corporate address is believed to be 27909 Hancock Pkwy, Valencia, CA 91355. Upon information and belief, Defendant employed Plaintiff and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

21. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants

1 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
2 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
3 capacities of the Defendants designated hereinafter as DOES when such identities become known.

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

9 23. Furthermore, Defendants acted in all respects as the employers or joint employers
10 of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or
11 working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or
12 engaged, thereby creating a common law employment relationship, with the Proposed Class.
13 Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

14 IV.

15 FACTUAL BACKGROUND

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

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

22 26. On a regular and consistent basis, Plaintiff and the Proposed Class Members were
23 not paid at the proper rate of compensation. Plaintiff and Proposed Class Members were not
24 properly compensated for wages/overtime at the appropriate rate of pay. Defendant routinely
25 required Plaintiff and the Proposed Class to work “off the clock” and performed compensable
26 activities during their meal breaks and other time that they were “clocked out”. As, this time spent
27 was “clocked out” at the direction of Defendant, Plaintiff and the Proposed Class are not
28 compensated for this time worked even though these activities and time are compensable.

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

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

18 29. Defendant has failed to comply with Industrial Welfare Commission ("IWC")
19 Wage Order 4-2001(7) and Labor Code § 226(a) by failing to maintain time records showing total
20 hours worked by the employee and all applicable hourly rates in effect during the pay period and
21 the corresponding number of hours worked at each hourly rate by the employee for Plaintiff and
22 the Proposed Class. Plaintiff and the Proposed Class are issued itemized wage statements that do
23 not include meal and rest period premiums, if any.

24 30. 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 31. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*
28 with respect to Plaintiff.

1 V.

2 CLASS ACTION ALLEGATIONS

3 32. Plaintiff brings this action on behalf of herself and all others similarly situated as a
4 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 persons who are employed or have been employed as an hourly
7 employee by BLUEMARK, INC., in the State of California since
8 four (4) years prior to the filing of this action to the present.
9 (“Proposed Class”)

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

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

16 **A. NUMEROSITY**

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

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

25 **B. COMMONALITY**

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

a. Whether Defendant failed to pay wages and/or overtime compensation as

required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, and 1199;

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

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

d. Whether Defendants violated Labor Code § 226(a) and Wage Order 4-2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11040 by failing to furnish accurate itemized wage statements that accurately show total hours worked, including meal and/or rest period premiums, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, for Plaintiff and the members of the Proposed Class;

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

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

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

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

C. TYPICALITY

38. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and

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

4 **D. ADEQUACY OF REPRESENTATION**

5 39. Plaintiff will fairly and adequately represent and protect the interests of the
6 members of the proposed Class.

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

9 **E. SUPERIORITY OF CLASS ACTION**

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

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

21 **VI.**

22 **FIRST CAUSE OF ACTION**

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

24 **FAILURE TO PAY WAGES AND/OR OVERTIME PURSUANT TO**

25 **LABOR CODE §§ 510, 1194, 1194.2, 1199**

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

28 44. Labor Code §§ 510, 1194 and 1199 require an employer to compensate its

1 employees at the minimum wage rate for all hours worked and at a rate of no less than one and
2 one-half times the regular rate of pay for any work in excess of eight hours in one workday and
3 any work in excess of 40 hours in any one workweek.

4 45. Plaintiff and the Proposed Class were forced to work on a regular and consistent
5 basis without receiving compensation for all hours worked at the proper rate. Plaintiff and the
6 Proposed Class were not properly compensated for all hours worked because Defendant fails to
7 pay Plaintiff and the Proposed Class for each and every hour worked.

8 46. Plaintiff and the Proposed Class were required to routinely work “off the clock”
9 and performed compensable activities during meal breaks and/or after they were “clocked out” for
10 the day. Defendant failed to pay for any of this time worked. Plaintiff and the Proposed Class
11 routinely have to work through their meal breaks in order to meet deadlines set by management.
12 Plaintiff and the Proposed Class had to clock out for their meal break, and so this time spent
13 working was considered “off the clock”. Plaintiff and the Proposed Class are routinely required to
14 clock out but continue working “off the clock” on a regular and consistent basis. Despite
15 performing compensable activities, this time was spent “clocked out” and as such, Plaintiff and
16 the Proposed Class are not compensated for this time worked even though this time is
17 compensable.

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

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

27 ///

1 **VII.**

2 **SECOND CAUSE OF ACTION**

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

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

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

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

8 50. 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. If an employee is entitled to a second meal period, it must be provided after
13 no more than ten (10) hours of work. Defendant failed to maintain a policy informing Plaintiff
14 and the Proposed Class of these rights.

15 51. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.
16 Defendant failed to provide Plaintiff and the Proposed Class with proper meal periods of not less
17 than thirty (30) minutes as required by the Labor Code during the relevant time period. If Plaintiff
18 and the aggrieved employees were able to find some time to eat, they were frequently interrupted,
19 missed, or late. Plaintiff and the aggrieved employees were short staffed, and very rarely took their
20 lunch break. Defendant had a consistent policy of having Plaintiff and the aggrieved employees
21 clock out for their lunch breaks, but required Plaintiff and the aggrieved employees continue
22 working despite being on their break.

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

1 of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid
2 at an employee's base hourly rate. Here, when meal period premiums are provided, Defendant has
3 had a consistent policy of paying meal period premiums at the base rate and not the blended rate
4 in violation of Labor Code §§ 226.7 and 512.

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

8 **VIII.**

9 **THIRD CAUSE OF ACTION**

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

11 **FAILURE TO ALLOW REST PERIODS PURSUANT TO**

12 **LABOR CODE § 226.7**

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

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

19 56. Plaintiff and the Class consistently worked shifts with no rest breaks, and Defendant
20 failed to maintain an accurate policy advising Plaintiff and the Class of these rest breaks and failed
21 to provide Plaintiff and the Class with rest breaks of not less than ten (10) minutes as required by
22 the Labor Code during the relevant time period. If Plaintiff and the aggrieved employees were able
23 to find some time to take a few minutes for a break, they were frequently interrupted, missed, or
24 late.

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

28 58. As a result, Defendant failed to provide Plaintiff and the Proposed Class with

1 compliant rest periods.

2 59. Further, Plaintiff and the Proposed Class were not compensated with one (1) hour
3 of wages at the regular rate of compensation for each compliant rest period that was not provided
4 as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium
5 payments must include the hourly value of any nondiscretionary earnings (such as a
6 nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. As with
7 meal periods, when rest premiums are provided, Defendant has had a consistent policy of paying
8 rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7.

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

12 IX.

13 FOURTH CAUSE OF ACTION

14 PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS

15 WAITING TIME PENALTIES UNDER LABOR CODE § 203

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

18
19 58. California Labor Code § 226(a) requires employers to issue wage statements that
20 accurately report total hours worked, and the corresponding number of hours worked at each
21 hourly rate. (Labor Code §§ 226(a)(2) and (9).) Defendant has failed to keep accurate records and
22 has failed to include the appropriate rates of pay and the accurate hours worked on itemized wage
23 statements for Plaintiff and the Proposed Class.

24 59. IWC Wage Orders 4-2001(7), 4-2000(7), 4-1998(7) require defendants to maintain
25 time records showing, among others, when the employee begins and ends each work period, meal
26 periods, split shift intervals and total daily hours worked in an itemized wage statements, and must
27 show all deductions from payment of wages, the number of piece-rate units earned and any
28 applicable piece rate if the employee is paid on a piece-rate, and accurately report total hours

1 worked by Plaintiff and the members of the proposed Class. Defendant failed to keep accurate
2 records of the total daily hours worked.

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

7 61. Labor Code § 226(a)(9) 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 all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the
11 Class are issued wage statements that do not include all applicable hourly rates in effect during the
12 pay period and the corresponding number of hours worked at each hourly rate by the employee.

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

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

21 **X.**

22 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

XI.

SIXTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS

UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200

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

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

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

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

72. California's wage and hour laws express fundamental public policies. Providing employees with proper wages and compensation are fundamental public policies of this State and

1 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
2 vigorously minimum labor standards, to ensure that employees are not required or permitted to
3 work under substandard and unlawful conditions, and to protect law-abiding employers and their
4 employees from competitors who lower their costs by failing to comply with minimum labor
5 standards.

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

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

14 75. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
15 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
16 § 17200, *et seq.* of the Business & Professions Code.

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

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

26 ///

1 **XII.**

2 **SEVENTH CAUSE OF ACTION**

3 **PLAINTIFF ON BEHALF OF HERSELF ONLY**

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

5 78. Plaintiff, on behalf of herself only, realleges and incorporates by reference all
6 previous paragraphs.

7 79. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
8 seeks penalties under Labor Code § 2699, et seq. use of Defendant's violation of Labor Code §§
9 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199; Wage Order 4-2001; and California
10 Code of Regulations, Title 8, Section 11040, which call for civil penalties.

11 80. Plaintiff brings this representative action on behalf of herself only and is an
12 aggrieved employee defined as: All persons who are employed or have been employed as an hourly
13 employee by Bluemark, Inc., in the State of California who worked one or more pay periods since
14 one (1) year prior to the date of this letter and continuing to the present. ("aggrieved employee").

15 81. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code §
16 2699, et seq. , on behalf of herself only because of Defendant's violation of Labor Code §§ 201,
17 202, 203, 226, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, which call for civil penalties.

18 82. For each such penalty, Plaintiff is entitled to penalties in an amount to be shown at
19 trial, subject to the following formula:

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

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

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

24 86. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the
25 LWDA¹ and mailed a letter by certified mail to Defendant's entity address, which is 27909
26 Hancock Pkwy Valencia, CA 91355, as proscribed by the Code on January 5, 2024, describing

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 Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194,
2 1194.2, 1199 (*see* Exhibit "1.") Plaintiff also obtained an e-filing confirmation from the LWDA
3 confirming receipt of the notice (*see* Exhibit "2").

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

9 **RELIEF REQUESTED**

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

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

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

17 3. 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 4. 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 5. On behalf of herself only, Plaintiff requests penalties pursuant to Labor Code §§
24 226(f) and 1198.5(k) and injunctive relief pursuant to Labor Code §§ 226(h) and 1998.5(k) for
25 violation of Labor Code §§ 226 and 1998.5;

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

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

1 overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon
2 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194,
3 1194.2, 1199 , and IWC 4-2001;

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

6 9. For penalties under Labor Code §2699, *et seq.* for Plaintiff only for Defendant's
7 violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199;

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

9 11. An award of attorneys' fees; and

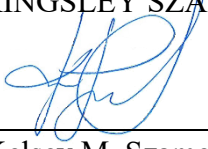
10 12. Such other and further relief as this Court may deem proper and just.

11 **DEMAND FOR JURY TRIAL**

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

13
14 DATED: July 9, 2024

KINGSLEY SZAMET & LY

15
16 By: 

Kelsey M. Szamet

Attorneys for Plaintiff and the Proposed Class

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

January 5, 2024

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

Bluemark, Inc.
27909 Hancock Pkwy
Valencia, CA 91355
Via Certified Mailing # 7022 3330 0002 1335 8998

Re: Jacquie Williams v. Bluemark, Inc.
California Labor Code § 2699 Penalties

Gentlepersons:

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

Plaintiff wishes to bring a representative action on behalf of herself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by Bluemark, Inc., in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Plaintiff and other aggrieved employees were not properly compensated for all hours worked. Plaintiff and the aggrieved employees had to clock out for their meal break, but continue to work. As such, this time spent working was considered “off the clock” and unpaid by Defendant at the appropriate rate. Plaintiff and the aggrieved employees were routinely required to clock out for the day, but continue working “off the clock” performing compensable activities for which no pay was provided. This time was spent “clocked out” and as such, Plaintiff and the aggrieved employees are not compensated for this time even though this

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 5, 2024

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time is compensable.

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 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 with complaint, timely, and uninterrupted meal breaks; (2) requiring Plaintiff and the aggrieved employees to take late 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. Plaintiff and the aggrieved employees were short staffed, and very rarely took their lunch break. Defendant had a consistent policy of having Plaintiff and the aggrieved employees clock out for their lunch breaks, but required Plaintiff and the aggrieved employees continue working despite being on their break. If Plaintiff and the aggrieved employees were able to find some time to eat during the workday, it was never a complaint meal break as they were interrupted, short, late, or missed altogether.

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

Pursuant to Labor Code § 226.7 and Wage Order 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

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 5, 2024

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requiring Plaintiff and the aggrieved employees to work over six (6) hours. If Plaintiff and the aggrieved employees were able to find some time to take a few minutes for a restroom break, these were not compliant rest breaks because they were interrupted, short, late, or missed altogether. 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 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.

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. Defendant issues Plaintiff and all aggrieved employees wage statements that do not properly indicate all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the aggrieved employees are issued wage statements that do not include all hours actually worked, meal and rest premiums as a result of the claims alleged above, and they are not paid premiums at the appropriate rate of pay. Thus, 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.

IWC Wage Orders 4-2001(7), 4-2000(7), 4-1998(7) require defendants to maintain time records showing, among others, when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked in an itemized wage statements, and must show all deductions from payment of wages, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate, and accurately report total hours worked by Plaintiff and the members of the proposed Class. Defendant failed to keep accurate records of the total daily hours worked.

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

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 5, 2024

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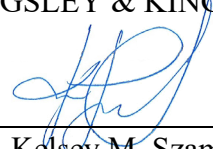
due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

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, 510, 512, 1194, 1194.2, and 1199, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet

[KMS/tg]

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 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 *

Jacque Williams

Plaintiff/Aggrieved Employee Occupation *

Marketing

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

Bluemark, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

27909 Hancock Pkwy

Employer City *

Valencia

Employer State *

California

Employer Zip/Postal Code *

91355

Employer Industry *

Other

Employer Industry for "Other" *

Advertising Services

Add additional defendants

☐ Add any entity other than an individual

☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

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

Child Labor – Specify Ages

PAGA Claim Type – Check All that Apply *

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

Filing Fee

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

IFP

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

Billing information

Billing First Name *

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.c

Billing Phone

(818) 990-8300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Boulevard Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

Choose File

PAGA Letter – Bluemark.pdf

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

Choose File

No file chosen

[Add Another Attachment](#)

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

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

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

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

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

[Click Here](#) to Search Case

Thank you for submission of your PAGA Case.

noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Fri 1/5/2024 9:32 AM

To:Service Email <service@kingsleykingsley.com>

External Email!

1/5/2024

LWDA Case No. LWDA-CM-1003186-24
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : Jacquie Williams
Employer: Bluemark, 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%7C02%7CTaylor%40kingsleykingsley.com%7C424282e4bc5740d72be108dc0e14514b%7C121a7875db4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638400727668684421%7CUnknown%7CTWFpbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=yhs1SHnlW9zw5eSTOql5bOFPwSE4qgoMD302ww9HU6Q%3D&reserved=0](https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate+Attorneys+General+Act.htm&data=05%7C02%7CTaylor%40kingsleykingsley.com%7C424282e4bc5740d72be108dc0e14514b%7C121a7875db4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638400727668684421%7CUnknown%7CTWFpbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=yhs1SHnlW9zw5eSTOql5bOFPwSE4qgoMD302ww9HU6Q%3D&reserved=0)

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

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

on behalf of

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

Fri 1/5/2024 9:33 AM

To:Service Email <service@kingsleykingsley.com>

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1003186-24

Order Number: ORD-000265696

Total:\$75.00

Card Type: 

Date: 1/5/2024

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Boulevard Suite 1200

Encino, California

91436