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

MOHAMED GABALLA, an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

QUALITY FURNITURE & MATTRESS
INC.; FURNITURE LAND CALIFORNIA
INC.; EYAD ABUNAIM, an individual; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. BCV-24-100461

**[Case Assigned for All Purposes to Hon.
Judge Gregory Pulskamp in Dept. J]**

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

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Violation of Labor Code § 558.1
2. Failure to Pay Wages and/or Overtime
Under Labor Code §§ 226.2, 510, 1194,
and 1199
3. Failure to Provide Meal Breaks Pursuant
to Labor Code §§ 226.7 and 512
4. Failure to Provide Rest Breaks Pursuant
to Labor Code §§ 226.2 and 226.7
5. Failure to Reimburse Expenses Pursuant
to Labor Code § 2802
6. Violation of Labor Code § 226(a)
7. Penalties Pursuant to Labor Code § 203
8. Violation of Business & Professions Code
§ 17200
9. Penalties Pursuant to Labor Code § 2699,
et seq.

1 Plaintiff MOHAMED GABALLA, an individual, on behalf of himself, all others similarly
2 situated, and on behalf of the people of the State of California and as an “aggrieved employee”
3 under Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.* (hereafter “PAGA”),
4 complains of Defendants QUALITY FURNITURE & MATTRESS INC.; FURNITURE LAND
5 CALIFORNIA INC.; EYAD ABUNAIM (“Defendants”) and each of them, as follows:

6 **I.**

7 **INTRODUCTION**

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

10 All persons who are employed or have been employed by
11 QUALITY FURNITURE & MATTRESS INC.; FURNITURE
12 LAND CALIFORNIA INC.; EYAD ABUNAIM, in the State of
13 California who were paid any pay period in whole or part by
commissions, since four (4) years prior to the filing of this action to
the present (“Proposed Class”)

14 2. At all relevant times, Defendant EYAD ADUNAIM is liable for the wages and
15 penalties alleged herein. Labor § 558.1(a) provides that “[a]ny employer or other person acting on
16 behalf of any employer, who violates, or causes to be violated, any provision regulating minimum
17 wages or hours and days of work in any order of the Industrial Welfare Commission, or violates,
18 or causes to be violated,... [enumerated Labor Code sections] ... may be held liable as the
19 employer for such violation.” Labor Code § 558.1(b) provides that “the term ‘other person acting
20 on behalf of an employer, and the term ‘managing agent’ has the same meaning as in subdivision
21 (b) of Section 3294 of the Civil Code.” Defendant EYAD ABUNAIM was an employer or “other
22 persons” acting on behalf of Defendants QUALITY FURNITURE & MATTRESS INC. and
23 FURNITURE LAND CALIFORNIA INC., Plaintiff and the Proposed Class members’ employer,
24 as defined by Labor Code § 558.1(b), who violated or caused to be violated Wage Order 7-2001
25 and/or labor code sections as alleged herein. As such, Defendant EYAD ABUNAIM may be held
26 personally liable for the wages and penalties alleged hererin.

27 3. Defendants pay sales commissions to Plaintiff and the Proposed Class. These
28 commissioned employees complete sales for purposes of earning a commission. Monthly

1 commissions are paid at set rates for specific products. Plaintiff and the Proposed Class often
2 worked eight-to-ten-hour days, yet only receive compensation for commission sales made. Here,
3 Plaintiff did not earn enough compensation from commissions to qualify for the inside sales
4 exemption. There were multiple months where Plaintiff made less than required to be considered
5 exempt. As such, from at least four (4) years prior to the filing of this action continuing to the
6 present, Defendants have had a consistent policy of failing to pay wages and/or overtime to all
7 Proposed Class members when they work more than eight hours in a day or forty hours in a week.
8 Plaintiff and other Proposed Class members were not properly compensated for overtime at the
9 appropriate rate of pay. In addition, as a result of Defendants' uniform rest period and
10 compensation policies that paid Plaintiff on a commission only basis, Defendants failed to provide
11 paid (separately compensated) rest periods to Plaintiff and the Proposed Class on all commission
12 only shifts.

13 4. From at least four (4) years prior to the filing of this action and continuing to the
14 present, Defendants have had a consistent policy of failing to inform Proposed Class members of
15 their right to take meal periods by way of a lawful policy and requiring Proposed Class members
16 within the State of California, including Plaintiff, to work at least five (5) hours without a meal
17 period and failing to pay such employees one (1) hour of pay at the employees' regular rate of
18 compensation for each workday that the meal period is not provided or provided after five (5)
19 hours, as required by California state wage and hour laws. Additionally, Defendants maintain an
20 unlawful policy of requiring Plaintiff and the Proposed Class to remain on the premises during
21 meal periods in violation of *Augustus v. ABM Security Services, Inc.* Defendant also had a
22 consistent policy of paying meal period premiums at the base rate and not the blended rate in
23 violation of *Ferra v. Loews Hollywood Hotel, LLC* and Labor Code §§ 226.7 and 512.

24 5. For at least four (4) years prior to the filing of this action and continuing to the
25 present, Defendants have had a consistent policy of failing to inform Proposed Class Members of
26 their right to take rest periods by way of a lawful policy and of failing to provide Proposed Class
27 Members within the State of California, including Plaintiff, rest periods of at least ten (10) minutes
28 per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour

1 of pay at the employee's regular rate of compensation for each workday that the rest period was
2 not provided, as required by California state wage and hour laws. Defendants failed to provide
3 mandated rest breaks and failed to maintain an accurate rest period policy. Additionally,
4 Defendants did not *separately* account for or pay for any rest periods during such commission-
5 based work in violation of Labor Code § 226.2. As a result of Defendants' uniform rest period and
6 compensation policies that paid Plaintiff on a commission only basis and less than the minimum
7 wage per hour (as described above), Defendants failed to provide the mandated compensation to
8 Plaintiff and the Proposed Class for rest periods on commission only shifts. As such, Defendants'
9 policies resulted in Plaintiff taking their breaks "unpaid" in violation of the law. As with meal
10 periods, Defendants maintain an unlawful policy of requiring Plaintiff and the Proposed Class to
11 remain on the premises during rest periods in violation of *Augustus v. ABM Security Services, Inc.*
12 Further, as discussed above, *Ferra* requires the rest period premium payments must include the
13 hourly value of any nondiscretionary earnings (such as nondiscretionary bonuses) and cannot
14 simply be paid at an employee's base hourly rate. Defendant has had a consistent policy of paying
15 rest period premiums at the base rate and not the blended rate when rest periods are provided, in
16 violation of Labor Code § 226.7.

17 6. For at least four (4) years prior to the filing of this action and continuing to the
18 present, Defendants have failed to reimburse Plaintiff and the Proposed Class for their mileage.
19 Plaintiff and the Proposed Class have not been compensated for the cost and maintenance of their
20 personal vehicles in order to perform their job duties during the relevant time period. Plaintiff and
21 the Proposed Class frequently used their own personal vehicles for business related purposes, such
22 as traveling between Defendants' stores and running errands on the clock for Defendants. Plaintiff
23 and the Proposed Class are required to work without being reimbursed for their business expenses.

24 7. For at least one (1) year prior to the filing of this action continuing to the present,
25 Defendants have failed to comply with Industrial Welfare Commission ("IWC") Wage Order 7
26 2001 and Labor Code § 226(a) by failing to provide Plaintiff and the Proposed Class accurate
27 itemized wage statements in writing showing the total hours worked at each applicable hourly rate
28 in effect during the pay period and the corresponding number of hours worked at each hourly rate

1 by Plaintiff and the members of the Proposed Class.

2 8. For at least three (3) years prior to the filing of this action continuing to the present,
3 Defendants have failed to pay all wages due at the time of termination or resignation to Plaintiff
4 and the Proposed Class.

5 9. Plaintiff, on behalf of himself and all Proposed Class Members brings this action
6 pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.2, 226.7, 510, 512, 558.1, 1194, 1194.2,
7 1199, and 2802; Wage Order 7-2001; and California Code of Regulations, Title 8, Section 11070,
8 seeking unpaid wages/overtime, meal and rest period penalties, unreimbursed expenses, accurate
9 itemized wage statements, other penalties, injunctive and other equitable relief, and reasonable
10 attorneys' fees and costs.

11 10. Plaintiff, on behalf of herself and all Proposed Class Members, pursuant to Business
12 & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of
13 all benefits Defendant enjoyed from its unlawful conduct as described herein.

14 11. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
15 and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to
16 PAGA, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
17 pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved employees presently or
18 formerly employed by Defendants during the liability period as defined in his PAGA notice letter
19 (*see* Exhibit "1"), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking
20 penalties for Defendants' violations of Labor §§ 201, 202, 203, 204(d), 210, 226(a), 226.2, 226.7,
21 510, 512, 558.1, 1194, 1194.2, 1199, 2751, and 2802.

22 **II.**

23 **JURISDICTION AND VENUE**

24 12. This Court has subject matter jurisdiction over all causes of action asserted herein
25 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
26 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
27 of interest, exceeds \$35,000, and because each cause of action asserted arises under the laws of the
28 State of California or is subject to adjudication in the courts of the State of California.

1 13. This Court has personal jurisdiction over Defendants because Defendants has
2 caused injuries in the County of Kern and the State of California through their acts, and by their
3 violation of the California Labor Code, California state common law, and California Business &
4 Professions Code § 17200, *et seq.*

5 14. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
6 Civil Procedure § 395. Defendant operates within California and does business within Kern
7 County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class
8 Members within the State of California and the county of Kern.

9 15. Pursuant to Labor Code § 558.1, any owner, director, officer, and/or managing
10 agent of Defendant QUALITY FURNITURE & MATTRESS INC., who violates or causes to be
11 violated, any provision regulating minimum wages or hours and days or work in any order of the
12 Industrial Welfare Commission, or violates, or causes to be violated, Labor Code §§ 203, 226,
13 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. Defendant
14 EYAD ABUNAIM is each an owner, director, officer, and/or managing agent of Defendants
15 QUALITY FURNITURE & MATTRESS INC. and FURNITURE LAND CALIFORNIA INC.
16 Defendant EYAD ABUNAIM violated, or caused to be violated, provisions regulating minimum
17 wages or hours and days of work in Wage Order 7-2001 and/or Labor Code sections 203, 226,
18 1193.6, 1194, and 2802, and therefore may be held personally liable for such violations as though
19 they were Plaintiff's and the Proposed Class Members' employer. Therefore, it is proper to seek
20 individual liability of Defendant EYAD ABUNAIM. as though they were Plaintiff's and the
21 Proposed Class members' employer.

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

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

III.
PARTIES

A. PLAINTIFF

18. Plaintiff MOHAMED GABALLA is a resident of California.

19. Plaintiff and the Proposed Class Members were regularly required:

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

20. Defendants willfully failed to compensate Plaintiff and all Proposed Class members for wages at the termination of their employment with Defendants.

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

22. 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

23. Defendant QUALITY FURNITURE & MATTRESS INC. is believed to be a California corporation operating within the State of California. Defendant’s corporate address is believed to be 3792 Ming Avenue, Bakersfield, CA 93309. 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.

24. Defendant FURNITURE LAND CALIFORNIA INC. is believed to be a California corporation operating within the State of California. Defendant’s corporate address is believed to be 4535 North Blackstone Avenue, Fresno, CA 93726. Upon information and belief, Defendant employed Plaintiff and similarly situated persons as employees within California. Defendant has done and does business throughout the State of California.

1 Code of Regs. § 11070).

2 31. Defendant EYAD ABUNAIM was an employer or “other person” acting on behalf
3 of Defendants QUALITY FURNITURE & MATTRESS INC. and FURNITURE LAND
4 CALIFORNIA INC, Plaintiff and the Proposed Class members’ employer, as defined by Labor
5 Code § 558.1(b), who violated or caused to be violated Wage 7-2001 and/or Labor Code sections
6 as alleged herein. As such, Defendant EYAD ABUNAIM may be held personally liable for the
7 wages and penalties alleged herein.

8 32. Plaintiff and the Proposed Class often worked eight-to-ten-hour days, yet only
9 receive compensation for commission sales made. Here, Plaintiff did not earn enough
10 compensation from commissions to qualify for the inside sales exemption. There were multiple
11 months where Plaintiff made less than required to be considered exempt. As such, on a consistent
12 basis, Defendants have had a consistent policy of failing to pay wages and/or overtime to all
13 Proposed Class members when they work more than eight hours in a day or forty hours in a week.
14 Plaintiff and other Proposed Class members were not properly compensated for overtime at the
15 appropriate rate of pay. Additionally, as discussed further below, Plaintiff and the Proposed Class
16 members were not separately compensated for rest periods provided mandated compensated for
17 rest periods taken on commission only shifts.

18 33. Plaintiff and all Proposed Class Members have been forced by Defendants to work
19 over five (5) hours in one day without being provided a thirty (30) minute uninterrupted meal break
20 and not being compensated one (1) hour of pay at the regular rate of compensation for each
21 workday that a meal period was not provided or provided after five (5) hours, all in violation of
22 California labor laws, regulations, and Industrial Welfare Commission Wage Orders. Defendants
23 failed to inform Plaintiff and the Proposed Class of their right to take meal periods by way of a
24 lawful policy. Additionally, Defendants maintain an unlawful policy of requiring Plaintiff and the
25 Proposed Class to remain on the premises during meal periods in violation of *Augustus v. ABM*
26 *Security Services, Inc.* Defendants also have had a consistent policy of paying meal period
27 premiums at the base rate and not the blended rate when meal period premiums are provided, in
28 violation of *Ferra* and Labor Code §§ 226.7 and 512.

34. Plaintiff and the Proposed Class have been required to work four hour increments (or major fractions thereof) without being provided with a ten (10) minute rest period. Defendants failed to inform Plaintiff and the Proposed Class of their right to take rest periods by way of a lawful policy. Defendants maintain an unlawful policy of requiring Plaintiff and the Proposed Class to remain on the premises during rest periods in violation of *Augustus v. ABM Security Services, Inc.* Additionally, Defendants also failed to separately account for or pay for any rest periods during commission-based shifts in violation of Labor Code § 226.2. Further, Defendants have had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of *Ferra*, when rest break premiums are provided, as required.

35. On a regular and consistent basis, Defendants have failed to reimburse Plaintiff and the Proposed Class for their mileage. Plaintiff and the Proposed Class have not compensated for the mileage on their personal vehicles that was incurred as a necessary part of the performance of their job duties.

36. Defendants have failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 7-2001(7) and Labor Code § 226(a) by failing to maintain time records showing total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee for Plaintiff and the Proposed Class.

37. Defendants willfully failed to pay wages and compensations, when Plaintiff and all Proposed Class members quit or were discharged. This failure was willful, without legal justification, and interfered with Plaintiff’s and Class members’ rights.

38. As a result of the acts alleged herein, Defendants violated Labor Code §2699, *et seq.*

V.

CLASS ACTION ALLEGATIONS

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

1 All persons who are employed or have been employed by
2 QUALITY FURNITURE & MATTRESS INC.; FURNITURE
3 LAND CALIFORNIA INC.; EYAD ABUNAIM, in the State of
4 California who were paid any pay period in whole or part by
5 commissions, since four (4) years prior to the filing of this action to
6 the present ("Proposed Class")

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

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

13 **A. NUMEROSITY**

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

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

22 **B. COMMONALITY**

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

26 a. Whether Defendant EYAD ABUNAIM is liable for the wages and penalties
27 alleged herein, as defined by Labor Code § 558.1;

28 b. Whether Defendants failed to pay wages and/or overtime compensation as
required by the Labor Code and Wage Orders under Labor Code §§ 226.2, 510, 1194, and 1199;

c. Whether Defendants violated Labor Code § 226.7 and IWC Wage Order 7-
2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class

1 of their right to take meal periods and by failing to provide required meal periods throughout the
2 term of employment and failing to compensate said employees one (1) hours wages in lieu of meal
3 periods;

4 d. Whether Defendants violated Labor Code §§ 226.2 and 226.7 and IWC
5 Wage Order 7 -2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the
6 Proposed Class of their right to take rest periods and failing to provide required rest periods
7 throughout the term of employment and failing to compensate said employees one (1) hours wages
8 in lieu of rest periods;

9 e. Whether Defendants violated Labor Code § 2802 and/or Wage Order 7-
10 2001 or other applicable IWC Wage Orders by failing to reimburse for the cost of mileage;

11 f. Whether Defendants violated Labor Code § 226(a) and Wage Order 7-2001
12 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11070 by failing to
13 furnish accurate itemized wage statements that accurately show total hours worked, all applicable
14 hourly rates in effect during the pay period and the corresponding number of hours worked at each
15 hourly rate, for Plaintiff and the members of the Proposed Class;

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

19 h. Whether Defendants violated § 17200, *et seq.* of the Business & Professions
20 Code by engaging in the acts previously alleged; and

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

23 j. Whether Defendants violated Labor Code § 2699, *et seq.* by engaging in the
24 acts alleged herein.

25 **C. TYPICALITY**

26 45. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and
27 all members of the Proposed Class sustained injuries and damages arising out of and caused by
28 Defendant's common course of conduct in violation of laws, regulations that have the force and

effect of law, and statutes as alleged herein.

D. ADEQUACY OF REPRESENTATION

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

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

E. SUPERIORITY OF CLASS ACTION

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

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

VI.

FIRST CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

VIOLATION OF LABOR CODE § 558.1

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

51. At all times, Defendant EYAD ABUNAIM is liable for the wages and penalties alleged herein.

52. Labor Code § 558.1(a) provides that "[a]ny employer or other person acting on

1 behalf of an employer, who violates, or causes to be violated, any provision regulating minimum
2 wages or hours and days of work in any order of the Industrial Welfare Commission, or violates,
3 or causes to be violated, . . . [enumerated Labor Code sections] . . . may be held liable as the
4 employer for such violation.”

5 53. Labor Code § 558.1(b) provides that “the term ‘other person acting on behalf of an
6 employer’ is limited to a natural person who is an owner, director, officer, or managing agent of
7 the employer, and the term ‘managing agent’ has the same meaning as in subdivision (b) of Section
8 3294 of the Civil Code.”

9 54. Defendant EYAD ABUNAIM was an employer or “other persons” acting on behalf
10 of Defendants QUALITY FURNITURE & MATTRESS INC. and FURNITURE LAND
11 CALIFORNIA INC., Plaintiff and the Proposed Class members’ employer, as defined by Labor
12 Code § 558.1(b), who violated or caused to be violated Wage Order 7-2001 and/or labor code
13 sections as alleged herein.

14 55. As such, Defendant EYAD ABUNAIM may be held personally liable for the wages
15 and penalties alleged herein.

16 **VII.**

17 **SECOND CAUSE OF ACTION**

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

19 **FAILURE TO PAY WAGES AND/OR OVERTIME UNDER LABOR CODE §§ 226.2,**

20 **510, 1194, AND 1199**

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

23 57. Defendants pay sales commissions to Plaintiff and the Proposed Class. These
24 employees complete sales for purposes of earning a commission. Monthly commissions are paid
25 at set rates for specific products. Plaintiff and the Proposed Class often worked eight-to-ten-hour
26 days, yet only receive compensation for commission sales made.

27 58. Plaintiff and the Proposed Class do not qualify for the “commissioned employee”
28 exemption, as Defendants rarely paid them commissions. To be exempt from overtime as a

1 commissioned employee, also known as the “inside sales” exemption, more than half of the
2 employee’s compensation must come from commissions, and total earnings must be more than
3 one and one-half times the minimum wage. Cal. Code Regs., tit. 8, § 11040(3)(D). The
4 requirements for the overtime exemption are determined on a per-pay-period basis, comparing the
5 ratio of commission earnings to hourly pay within each pay period. *Peabody v. Time Warner*
6 *Cable, Inc.* (2014) 59 Cal.4th 662, 668-669.

7 59. Here, Plaintiff did not earn enough of his compensation from commissions to
8 qualify for the inside sales exemption. There were multiple months where Plaintiff made less than
9 required to be considered exempt.

10 60. Accordingly, Plaintiff and the Proposed Class are entitled to all unpaid wages and
11 overtime as a non-exempt employee for each pay period in which he did not satisfy the commission
12 exemption. Plaintiff and the Proposed Class are entitled to one and one-half times their regular rate
13 of pay for all hours worked over eight hours and up to twelve hours, and twice their regular rate
14 for work over twelve hours per day. Plaintiff and the Proposed Class members’ damages can be
15 determined based on their reasonable estimate of hours worked as Defendants failed to record their
16 time. *Hernandez v. Mendoza*, 199 Cal.App.3d 721, 727 (1998); *Anderson v. Mt. Clemens Pottery*
17 *Co.*, 328 U.S. 680, 687 (1946).

18 61. Labor Code §§ 510, 1194, and 1199 require employer to compensate its employees
19 at the rate of no less than one and one-half times the regular rate of pay for any work in excess of
20 eight hours in one workday and any work in excess of 40 hours in any one workweek.

21 62. Additionally, Plaintiff and the Proposed Class consistently and regularly worked
22 shifts exceeding 3 ½ hours without being paid for rest breaks. Plaintiff and the Proposed Class are
23 only paid on a commission basis. Defendants did not *separately* account for or pay for any rest
24 periods during such commission-based work in violation of Labor Code § 226.2. Defendants failed
25 to provide mandated rest breaks and failed to maintain an accurate rest period policy. As a result
26 of Defendants’ uniform rest period and compensation policies that paid Plaintiff on a commission
27 only basis and less than the minimum wage per hour, Defendant failed to provide the mandate
28 compensation to Plaintiff and the Proposed Class for rest periods on commission only shifts. As

1 such, Defendants' policies resulted in Plaintiff taking their breaks "unpaid" in violation of the law.

2 63. As such, Defendants have violated Labor Code §§ 226.2, 510, 1194, 1194.2 and
3 1199. Defendants have had a consistent policy of failing to pay wages and/or overtime to Plaintiff
4 and the Proposed Class. Plaintiff and the Proposed Class were not properly compensated for all
5 hours worked over eight (8) hours in one day or forty (40) hours in one week.

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

10 **VIII.**

11 **THIRD CAUSE OF ACTION**

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

13 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

14 **LABOR CODE § 226.7 AND LABOR CODE § 512**

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

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

24 67. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.
25 Defendants failed to provide Plaintiff and the Proposed Class with proper meal periods of not less
26 than thirty (30) minutes as required by the Labor Code during the relevant time period. Plaintiff
27 and the Proposed Class were rarely, if ever, allowed to take a lunch break. Plaintiff and the
28 Proposed Class always had customers that they needed to attend to. If Plaintiff and the Proposed

1 Class were able to find some time to eat during the workday, it was never a complaint meal break
2 as they were interrupted, short, late, or missed altogether.

3 68. Additionally, if Plaintiff and the Proposed Class members found time to eat, they
4 were not allowed to leave Defendants' premises. Defendants maintain an unlawful policy of
5 requiring Plaintiff and the Proposed Class to remain on the premises during meal periods in
6 violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that
7 limits where an employee can take a break does not "relinquish control over how employees spend
8 their time").

9 69. Additionally, Defendants have had a consistent policy of failing to pay Plaintiff and
10 the Proposed Class one (1) hour of pay at the employees' regular rate of compensation for each
11 workday that the compliant meal period was not provided. In *Ferra v. Loews Hollywood Hotel,*
12 *LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of
13 premium pay that employees are owed if an employer fails to provide a compliant meal period or
14 rest break. Specifically, the Court held that those premium payments must include the hourly value
15 of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid
16 at an employee's base hourly rate. Here, when meal period premiums are provided, Defendants
17 have had a consistent policy of paying meal period premiums at the base rate and not the blended
18 rate in violation of Labor Code §§ 226.7 and 512.

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

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24 ///

1 **IX.**

2 **FOURTH CAUSE OF ACTION**

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

4 **FAILURE TO ALLOW REST PERIODS PURSUANT TO**

5 **LABOR CODE §§ 226.2 AND 226.7**

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

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

12 73. Plaintiff and the Class consistently worked shifts with no rest breaks, and
13 Defendants failed to maintain an accurate policy advising Plaintiff and the Class of these rest
14 breaks and failed to provide Plaintiff and the Class with rest breaks of not less than ten (10)
15 minutes as required by the Labor Code during the relevant time period. If Plaintiff and the
16 Proposed Class were able to find some time to take a few minutes for a break, they were frequently
17 interrupted, missed, or late.

18 74. Additionally, on a regular and consistent basis, Defendants failed to provide
19 Plaintiff and the Proposed Class with a second rest period despite regularly requiring Plaintiff and
20 the Proposed Class to work over six (6) hours.

21 75. As mentioned above with regard to meal periods, Plaintiff and the Proposed Class
22 were not allowed to leave Defendants' premises during rest periods. Defendants maintain an
23 unlawful policy of requiring Plaintiff and the Proposed Class to remain on the premises during
24 meal periods in violation of Augustus v. ABM Security Services, Inc., 2 Cal.5th 257, 269 (2016)
25 (an employer that limits where an employee can take a break does not "relinquish control over
26 how employees spend their time").

27 76. Additionally, Plaintiff and the Proposed Class consistently and regularly worked
28 shifts exceeding 3½ hours without being paid for rest periods. Plaintiff and the Proposed Class

are only paid on a commission basis. Defendants did not separately account for or pay for any rest periods during such commission-based work in violation of Labor Code § 226.2. Defendants failed to provide mandated rest breaks and failed to maintain an accurate rest period policy. As a result of Defendants' uniform rest period and compensation policies that paid Plaintiff on a commission only basis and less than the minimum wage per hour, Defendants failed to provide the mandated compensation to Plaintiff and the Proposed Class for rest periods on commission only shifts. As such, Defendants' policies resulted in Plaintiff taking their breaks "unpaid" in violation of the law.

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

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

X.

FIFTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO REIMBURSE EXPENSES PURSUANT TO

LABOR CODE § 2802

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

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

81. Defendants have failed to reimburse Plaintiff and the Proposed Class for the cost of mileage, as Plaintiff and the Proposed Class were required to travel between stores to run errands.

82. Defendants required Plaintiff and the Proposed Class to travel between stores to perform work tasks, or run errands for the store during the middle of their shifts. Plaintiff and the Proposed Class used their own vehicles to travel from store to store. Defendants did not reimburse Plaintiff and the Proposed Class for their vehicle use for travel between Defendants' job sites during the course of a work shift, in violation of California law.

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

XI.

SIXTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

VIOLATION OF LABOR CODE § 226(A)

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

85. California Labor Code § 226(a) requires employers to issue wage statements that accurately report total hours worked, and the corresponding number of hours worked at each hourly rate,. (Labor Code §§ 226(a)(2), and (9).) Defendants have failed to include the appropriate rates of pay and the accurate hours worked on itemized wage statements for Plaintiff and the Proposed Class.

86. IWC Wage Orders 7-2001(7), 7-2000(7), 7-1998(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. Defendants have failed

1 to keep accurate records of the total daily hours worked.

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

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

13 89. 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 90. An employee suffering injury as a result of a knowing and intentional failure by
16 an 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 **XII.**

22 **SEVENTH CAUSE OF ACTION**

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

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

25 91. Plaintiff, on behalf of himself and all Proposed Class, realleges and incorporates by
26 reference all previous paragraphs.

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

93. Defendants' failure to pay wages, as alleged above was willful in that Defendants 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.

94. Defendants have 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.

XIII.

EIGHTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200

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

96. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself, 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.

97. 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.

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

99. 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.

6 100. 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.

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

14 102. 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.

17 103. 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.

19 104. 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 judgements, 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.

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1
2 **XIV.**

3 **NINTH CAUSE OF ACTION**

4 **PLAINTIFF ON BEHALF OF HIMSELF AND ALL AGGREIVED EMPLOYEES**

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

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

8 106. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
9 seeks penalties under Labor Code § 2699, et seq. use of Defendants' violation of Labor Code §§
10 201, 202, 203, 204(d), 210, 226(a), 226.2, 226.7, 510, 512, 558.1, 1194, 1194.2, 1199, 2751, and
11 2802; Wage Order 7-2001; and California Code of Regulations, Title 8, Section 11070, which
12 call for civil penalties.

13 107. Plaintiff brings this representative action on behalf of himself and the State of
14 California as well as on behalf of the of aggrieved employees defined as:

- 15 a. All persons who are employed or have been employed by Quality Furniture &
16 Mattress Inc.; Furniture Land California Inc; Eyad Abunaim, in the State of
17 California who were paid any pay period in whole or part by commission, since one
18 (1) year prior to the date of Plaintiff's letter to the LWDA and continuing to the
19 present.

20 108. In addition to the Labor Code §§ 201, 202, 203, 210, 226(a), 226.2, 226.7, 510,
21 512, 558.1, 1194, 1194.2, 1199, and 2802 claims alleged in detail above, Plaintiff also alleges that
22 Defendants violated Labor Code §§ 204(d), 210, and 2751 as the basis for a PAGA claim on behalf
23 of the aggrieved employees.

24 109. For at least one (1) year prior to the date of the letter sent to the Labor and
25 Workforce Development Agency and Defendant giving notice of these PAGA claims and
26 continuing to the present, Defendants have violated Labor Code §§ 204(d) and 210 with respect to
27 the aggrieved employees. Defendants failed to pay Plaintiff and all aggrieved employees all wages
28 for a biweekly payroll period within seven (7) calendar days following the close of the payroll

1 period in violation of Labor Code §§ 204(d) and 210. Plaintiff and all aggrieved employees were
2 paid after the seventh (7th) day following the close of the payroll period in violation of these
3 statutes. Defendants occasionally paid Plaintiff and the aggrieved employees monthly rather than
4 biweekly.

5 110. Defendants' violation of Labor Code §§ 204(d) and 210 was all done on a regular
6 and consistent basis.

7 111. Plaintiff is an aggrieved employee within the meaning of PAGA and Defendants
8 have violated Labor Code §§ 204(d) and 210 with respect to Plaintiff and the aggrieved employees.

9 112. As a result of the acts alleged above, Plaintiff, on behalf of himself and the
10 aggrieved employees, seeks penalties under Labor Code § 2699, et seq. because of Defendants'
11 violation of Labor Code §§ 204(d) and 210, for which a civil penalty applies under PAGA.

12 113. For at least one (1) year prior to the date of the letter sent to the Labor and
13 Workforce Development Agency and Defendants giving notice of these PAGA claims and
14 continuing to the present, Defendants have violated Labor Code § 2751 with respect to the
15 aggrieved employees. Plaintiff and the aggrieved employees work for Defendants and are paid on
16 a commission basis but are not provided a written contract setting forth the method by which the
17 commissions shall be computed and paid in violation of Labor Code § 2751(a).

18 114. Defendants' violation of Labor Code § 2751 was all done on a regular and
19 consistent basis.

20 115. Plaintiff is an aggrieved employee within the meaning of PAGA and Defendants
21 have violated Labor Code § 2751 with respect to Plaintiff and the aggrieved employees.

22 116. As a result of the acts alleged above, Plaintiff, on behalf of himself and the
23 aggrieved employees, seeks penalties under Labor Code § 2699, et seq. because of Defendants'
24 violation of Labor Code § 2751, for which a civil penalty applies under PAGA.

25 117. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code §
26 2699, et seq. because of Defendants' violation of Labor Code §§ 201, 202, 203, 204(d), 210,
27 226(a), 226.2, 226.7, 510, 512, 558.1, 1194, 1194.2, 1199, 2751, and 2802, which call for civil
28 penalties.

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

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

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

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

7 120. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the
8 LWDA¹ and mailed a letter by certified mail to Defendants' entity addresses, which is 3792 Ming
9 Avenue, Bakersfield, CA 93309 and 4535 North Blackstone Avenue, Fresno, CA 93726, as
10 proscribed by the Code on February 9, 2024, describing Defendants' conduct in violation of Labor
11 Code §§ 201, 202, 203, 204(d), 210, 226(a), 226.2, 226.7, 510, 512, 558.1, 1194, 1194.2, 1199,
12 2751, and 2802 (*see* Exhibit "1.") Plaintiff also obtained an e-filing confirmation from the LWDA
13 confirming receipt of the notice (*see* Exhibit "2"). Plaintiff also received a signed green return
14 receipt from Defendants, indicating that it received Plaintiff's notice letter (*see* Exhibit "3").

15 121. As no letter evidencing the LWDA's intention to investigate was received by
16 Plaintiff's Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil
17 action as though the LWDA had not chosen to investigate pursuant to Labor Code
18 §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First
19 Amended Class and Representative Action Complaint immediately.

20 **RELIEF REQUESTED**

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

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

25 2. For compensatory damages in the amount of Plaintiff's and each Proposed Class
26 members' hourly wage for each rest period and/or meal period missed or taken late from at least

27
28 ¹ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California
Labor and Workforce Development Agency / Department of Industrial Relations website
(<https://dir.tfaforms.net/308>).

four (4) years prior to the filing of this action to the present as may be proven;

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

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

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

6. An award of prejudgment and post judgment interest;

7. An order enjoining Defendants and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.2, 226.7, 510, 512, 558.1, 1194, 1194.2, 1199, and 2802, and IWC 7-2001;

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

9. For penalties under Labor Code §2699, *et seq.* for Defendants' violation of Labor Code §§ 201, 202, 203, 204(d), 210, 226(a), 226.2, 226.7, 510, 512, 558.1, 1194, 1194.2, 1199, 2751, and 2802; Wage Order 7-2001; and California Code of Regulations, Title 8, Section 11070;

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

11. An award of attorneys' fees; and

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

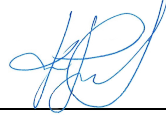
DEMAND FOR JURY TRIAL

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

1 DATED: October 23, 2024

KINGSLEY & KINGSLEY, APC

2
3 By:



4 Kelsey M. Szamet

Attorneys for Plaintiff and the Proposed Class

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

February 9, 2024

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

Quality Furniture & Mattress Inc.; Eyad Abunaim
3792 Ming Avenue
Bakersfield, CA 93309
Via Certified Mailing # 7022 3330 0002 1335 9124

Furniture Land California Inc.
4535 North Blackstone Avenue
Fresno, CA 93726
Via Certified Mailing # 7022 3330 0002 1335 9131

Re: Mohamed Gaballa v. Quality Furniture & Mattress Inc.; Furniture Land California Inc.; Eyad Abunaim
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Mohamed Gaballa (“Plaintiff”) and a proposed group of current and former employees working for Quality Furniture & Mattress Inc.; Furniture Land California Inc.; Eyad Abunaim (“Defendants”) 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 Defendants engaged in with respect to Plaintiff and all of Defendants’ aggrieved employees.

At all relevant times, Eyad Abunaim was an owner, director, officer, and managing agent of Defendants. Eyad Abunaim qualifies as a “person acting on behalf of an employer” under Labor Code § 558.1 and is liable for the wages and penalties alleged in this letter.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed by Quality Furniture & Mattress Inc.; Furniture Land California Inc.; Eyad Abunaim, in the State of California who were paid any pay period in whole or part by commission, since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

LABOR & WORKFORCE DEVELOPMENT AGENCY

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February 9, 2024

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Plaintiff and the aggrieved employees work for Defendants and are paid on a commission basis but are not provided a written contract setting forth the method by which the commissions shall be computed and paid in violation of Labor Code § 2751(a).

Defendants pay sales commissions to Plaintiff and the aggrieved employees. These commissioned employees complete sales for purposes of earning a commission. Monthly commissions are paid at set rates for specific products. Plaintiff and the aggrieved employees often worked eight-to-ten-hour days, yet only receive compensation for commission sales made.

Plaintiff and the aggrieved employees do not qualify for the “commissioned employee” exemption, as Defendants rarely paid them commissions. To be exempt from overtime as a commissioned employee, also known as the “inside sales” exemption, more than half of the employee’s compensation must come from commissions, and total earnings must be more than one and one-half times the minimum wage. Cal. Code Regs., tit. 8, § 11040(3)(D). The requirements for the overtime exemption are determined on a per-pay-period basis, comparing the ratio of commission earnings to hourly pay within each pay period. *Peabody v. Time Warner Cable, Inc.* (2014) 59 Cal.4th 662, 668–669. Here, Plaintiff did not earn enough compensation from commissions to qualify for the inside sales exemption. There were multiple months where Plaintiff made less than required to be considered exempt.

As such, Defendants have violated Labor Code §§ 510, 1194, 1194.2 and 1199. Defendants have had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Plaintiff and other aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week.

Accordingly, Plaintiff and the aggrieved employees are entitled to all unpaid wages and overtime as a non-exempt employee for each pay period in which he did not satisfy the commission exemption. Plaintiff and the aggrieved employees are entitled to one and one-half times their regular rate of pay for all hours worked over eight hours and up to twelve hours, and twice their regular rate for work over twelve hours per day. Plaintiff and the aggrieved employees’ damages can be determined based on their reasonable estimate of hours worked as Defendants failed to record their time. *Hernandez v. Mendoza*, 199 Cal.App.3d 721, 727 (1988); *Anderson v. Mt. Clemens Pottery Co.*, 328 U.S. 680, 687 (1946).

Further, 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 (7-2001) 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

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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, Defendants failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Defendants have 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) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift or that a second meal period was not provided. Plaintiff and the aggrieved employees were rarely, if ever, allowed to take a lunch break. Plaintiff and the aggrieved employees always had customers that they needed to attend to. 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. Additionally, if Plaintiff and the aggrieved employees found time to eat, they were not allowed to leave Defendants' premises. Defendants maintain an unlawful policy of requiring Plaintiff and the aggrieved employees to remain on the premises during meal periods in violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that limits where an employee can take a break does not "relinquish control over how employees spend their time").

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, Defendants have 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 7-2001, Defendants 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. As mentioned above, Defendants maintain an unlawful policy of requiring Plaintiff and the aggrieved employees to remain on the premises during rest periods in violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that limits where an employee can take a break does not "relinquish control over how employees spend their time"). Additionally, on a regular and consistent basis, Defendants failed to provide Plaintiff and the aggrieved employees with a second rest period despite regularly requiring Plaintiff and the aggrieved employees to work over six (6) hours. As Such, Defendants

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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.

Plaintiff and the aggrieved employees consistently and regularly worked shifts exceeding 3½ hours without being paid for rest periods. Plaintiff and the aggrieved employees are only paid on a commission basis. Defendants did not *separately* account for or pay for any rest periods during such commission-based work in violation of Labor Code § 226.2. Defendants failed to provide mandated rest breaks and failed to maintain an accurate rest period policy. As a result of Defendants' uniform rest period and compensation policies that paid Plaintiff on a commission only basis and less than the minimum wage per hour (as described above), Defendants failed to provide the mandated compensation to Plaintiff and the aggrieved employees for rest periods on commission only shifts. As such, Defendants' policies resulted in Plaintiff taking their breaks "unpaid" in violation of the law.

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, Defendants have had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7.

In addition, Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendants has failed to reimburse Plaintiff and aggrieved employees the cost of using their vehicle for business related purposes. Defendants required Plaintiff and the aggrieved employees to travel between stores to perform work tasks, or run errands for the store during the middle of their shifts. Plaintiff and the aggrieved employees used their own vehicles to travel from store to store. Defendants did not reimburse Plaintiff and the aggrieved employees for their vehicle use for travel between Defendants' job sites during the course of a work shift, in violation of California law.

Defendants failed to pay Plaintiffs and all aggrieved employees all wages for a biweekly payroll period within seven (7) calendar days following the close of the payroll period in violation of Labor Code §§ 204(d) and 210. Plaintiff and all aggrieved employees were paid after the seventh (7th) day following the close of the payroll period in violation of these statutes. Defendants occasionally paid Plaintiff and the aggrieved employees monthly rather than biweekly.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

February 9, 2024

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As a result of the claims alleged above, Defendants engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code §226(a)(2) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee. Plaintiff and the aggrieved employees are issued wage statements that do not include the total hours worked by the employee. As such, Plaintiff is an aggrieved employee within the meaning PAGA and Defendants have violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

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

Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee 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 Defendants 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), Defendants 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, 204(d), 210, 226(a), 226.2, 226.7, 510, 512, 558.1, 1194, 1194.2, 1199, 2751, 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.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

February 9, 2024

Page 6 of 6

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 *

Mohamed Gaballa

Plaintiff/Aggrieved Employee Occupation *

Salesperson

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

Quality Furniture & Mattress Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

3792 Ming Avenue

Employer City *

Bakersfield

Employer State *

California

Employer Zip/Postal Code *

93309

Employer Industry *

Retail

Add additional defendants

- ☒ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Additional Employer Information (Corporation/General Partnership)**Employer Entity Type****Employer Name ***

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt ***Employer City *****Employer State *****Employer Zip/Postal Code *****Employer Industry *****Additional Employer Information (Corporation/General Partnership)****Employer Entity Type****Employer Name ***

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt ***Employer City *****Employer State *****Employer Zip/Postal Code *****Employer Industry ***[Remove](#)[Add Additional Employers](#)**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

Provide Details of Other Violation *

 Violation of Labor Code Sections 204(d), 210, 558.1, 2751

Other(Maybe Multiple)

☐ Other Violation

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 -... Furniture.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 2/9/2024 9:08 AM

To:Service Email <service@kingsleykingsley.com>

External Email!

2/9/2024

LWDA Case No. LWDA-CM-1010118-24

Law Firm : Kingsley & Kingsley, APC

Plaintiff Name : Mohamed Gaballa

Employer: Quality Furniture & Mattress 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%7Ca3bfa9fbad304f053ef508dc2991accf%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638430952871128983%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCi6Mn0%3D%7C0%7C%7C%7C&sdata=z%2FTT1Po3K1Scs5DJc17q0Sci pAISyBXdaV0ZGiMfz0M%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 2/9/2024 9:08 AM

To:Service Email <service@kingsleykingsley.com>

External Email!

Thank you for your payment.

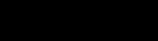
Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1010118-24

Order Number: ORD-000270418

Total:\$75.00

Card Type: 

Date: 2/9/2024

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Boulevard Suite 1200

Encino, California

91436

EXHIBIT "3"

USPS TRACKING#



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

9590 9402 8465 3186 4291 74

United States
Postal Service

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

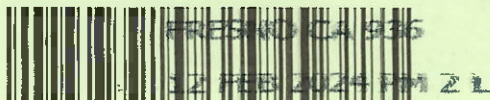
KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436

PAGA Ltr. 2-9-24
Quality Furniture

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY													
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☐ Agent ☒ Addressee B. Received by (Printed Name) C. Date of Delivery Isabel Melendrez D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No													
1. Article Addressed to: Quality Furniture & Mattress Inc; Eyad Abunaim 3792 Ming Avenue Bakersfield, CA 93309  9590 9402 8465 3186 4291 74		3. Service Type <table border="0"><tr><td>☐ Adult Signature</td><td>☐ Priority Mail Express®</td></tr><tr><td>☐ Adult Signature Restricted Delivery</td><td>☐ Registered Mail™</td></tr><tr><td>☒ Certified Mail®</td><td>☐ Registered Mail Restricted Delivery</td></tr><tr><td>☐ Certified Mail Restricted Delivery</td><td>☐ Signature Confirmation™</td></tr><tr><td>☐ Collect on Delivery</td><td>☐ Signature Confirmation Restricted Delivery</td></tr><tr><td>☐ Collect on Delivery Restricted Delivery</td><td></td></tr></table>		☐ Adult Signature	☐ Priority Mail Express®	☐ Adult Signature Restricted Delivery	☐ Registered Mail™	☒ Certified Mail®	☐ Registered Mail Restricted Delivery	☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™	☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery	☐ Collect on Delivery Restricted Delivery	
☐ Adult Signature	☐ Priority Mail Express®														
☐ Adult Signature Restricted Delivery	☐ Registered Mail™														
☒ Certified Mail®	☐ Registered Mail Restricted Delivery														
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™														
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery														
☐ Collect on Delivery Restricted Delivery															
2. Article Number (Transfer from service label) 7022 3330 0002 1335 9124		Mail Mail Restricted Delivery 00													

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

USPS TRACKING#



FRESNO, CA 936

12 FEB 2024 PM 21



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

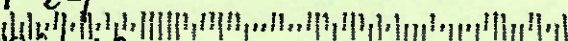
9590 9402 8465 3186 4291 67

United States
Postal Service

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

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

PAGA Utr. 2-9-24
Quality Furniture



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
Furniture Land California Inc.
4535 North Blackstone Avenue
Fresno, CA 93726



9590 9402 8465 3186 4291 67

2. Article Number (Transfer from service label)
7022 3330 0002 1335 9131

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ X *[Signature]* ☐ Agent
☐ Addressee
B. Received by (Printed Name) *Kathy Rahim* C. Date of Delivery *2-12-24*

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

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