

SUMMONS

(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
07/09/2020 at 08:48:00 AM
Clerk of the Superior Court
By Gen Dieu, Deputy Clerk

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Stoneledge Furniture, LLC, a Wisconsin limited liability company,
Ashley Furniture Industries, Inc., a Wisconsin corporation, and DOES
1 to 100, inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Yama Abbassi, individually, on behalf of himself and all others
similarly situated

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

CASE NUMBER
(Número del Caso):
37-2020-00023137-CU-OE-CTL

San Diego County Superior Court
330 W. Broadway
San Diego, CA 92101

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Daniel R. Shinoff 99129; Abbey M. Jahnke 302454

Artiano Shinoff
2488 Historic Decatur Rd., Ste. 200, San Diego, CA 92106 (619) 232-3122

DATE: 07/10/2020
(Fecha)

Clerk, by _____, Deputy
(Secretario) _____ G. Dieu _____ (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☐ on behalf of (specify):
under:

- ☐ CCP 416.10 (corporation)
☐ CCP 416.20 (defunct corporation)
☐ CCP 416.40 (association or partnership)
☐ other (specify):

- ☐ CCP 416.60 (minor)
☐ CCP 416.70 (conservatee)
☐ CCP 416.90 (authorized person)

- ☐ by personal delivery on (date):

LAW OFFICE OF SHELDON A. OSTROFF
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ELECTRONICALLY FILED
 Superior Court of California,
 County of San Diego

07/06/2020 at 02:58:15 PM

Clerk of the Superior Court
 By Valeria Contreras, Deputy Clerk

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Attorneys for PLAINTIFF YAMA ABBASSI, individually,
 on behalf of himself and all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

YAMA ABBASSI, individually, on behalf of
 himself and all others similarly situated,

Plaintiff,

v.

STONELEDGE FURNITURE, LLC, a
 Wisconsin limited liability company, ASHLEY
 FURNITURE INDUSTRIES, INC., a Wisconsin
 corporation, and DOES 1 to 100, inclusive,

Defendants.

Case No.: 37-2020-00023137-CU-OE-CTL

CLASS ACTION COMPLAINT FOR VIOLATIONS OF CALIFORNIA LABOR LAW STATUTES, UNFAIR BUSINESS PRACTICES, AND THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT

Plaintiff YAMA ABBASSI, an individual, on behalf of himself and all others similarly
 situated, and on behalf of the general public, complain of Defendants STONELEDGE
 FURNITURE, LLC, a Wisconsin limited liability company, and ASHLEY FURNITURE
 INDUSTRIES, INC., a Wisconsin corporation, as follows:

I. PARTIES

1. PLAINTIFF, YAMA ABBASSI ("ABBASSI") is, and at all times relevant hereto
 was, an individual residing in the State of California, and an employee of DEFENDANT

1 STONELEDGE FURNITURE, LLC and DEFENDANT ASHLEY FURNITURE INDUSTRIES,
2 INC.

3 2. DEFENDANT STONELEDGE FURNITURE, LLC ("STONELEDGE"), a
4 Wisconsin limited liability company, licensed to do business and doing business throughout the State
5 of California, including San Diego County, California.

6 3. DEFENDANT ASHLEY FURNITURE INDUSTRIES, INC. ("ASHLEY"), a
7 Wisconsin corporation, licensed to do business and doing business throughout the State of
8 California, including San Diego County, California.

9 4. This action is filed on behalf of ABBASSI (sometimes referred to as "PLAINTIFF"),
10 individually and on behalf of all members of the class defined in paragraph 34 below, pursuant to
11 California Code of Civil Procedure section 382, which provides, inter alia, that a class action may be
12 brought when the question is one of common interest to many persons, or when the number of
13 persons is numerous and it is impracticable to bring them all before the court. This action is
14 properly filed and maintained as a class action for the reasons set forth below.

15 5. DOES 1 to 50 are, and at all relevant times hereto were, corporations and/or business
16 entities organized and existing under the laws of California and/or qualified to do business in
17 California. DOES 51 to 100 were individuals who were the agents of and/or employees of the
18 corporate/business entity defendants and were at all times herein mentioned acting within the course
19 and scope of such agency and employment. Therefore, each Defendant is liable for the wrongful acts
20 and omissions of each other Defendant.

21 6. PLAINTIFF does not know the true names of Defendant DOES 1 through 100, and
22 therefore sues them by those fictitious names. PLAINTIFF is informed and believes, and on the
23 basis of that information and belief alleges, that each of those Defendants were in some manner
24 responsible for the events and happenings alleged in this complaint and for the injuries and damages
25 of PLAINTIFF and all others similarly situated.

26 II. GENERAL ALLEGATIONS

27 7. PLAINTIFF ABBASSI , at all times relevant hereto, was employed by ASHLEY and
28 STONELEDGE (hereinafter collectively "DEFENDANTS") in the capacity of "sales associate"

1 and/or a "sales leader" and classified as an exempt employee by DEFENDANTS at a retail location
2 operated by DEFENDANTS in San Diego County commonly known as Ashley Furniture
3 HomeStore.

4 8. DEFENDANTS offer furniture for retail sale throughout the State of California,
5 including in San Diego County, from Ashley Furniture HomeStore showroom locations.

6 9. At all times relevant thereto, in addition to PLAINTIFF, DEFENDANTS
7 employ/employed numerous individuals in the capacity of a "sales associate" and/or "sales leader"
8 in California and classified such employees as exempt. At all times relevant hereto, DEFENDANTS
9 adopted, implemented, and enforced all policies and procedures that are alleged herein that relate to
10 the daily work performed by the "sales associates" and "sales leaders" employed in California. At
11 all times relevant hereto, DEFENDANTS had in effect an employment policy and practice pursuant
12 to which DEFENDANTS failed to provide PLAINTIFF and its California employees employed as
13 "sales associates" and "sales leaders" (hereinafter, "Proposed Class") with meal periods in
14 compliance with California law.

15 10. At all times relevant hereto, DEFENDANTS had in effect an employment policy and
16 practice pursuant to which DEFENDANTS failed to provide PLAINTIFF and the Proposed Class
17 members with rest periods in compliance with California law.

18 11. At all times relevant hereto, DEFENDANTS had in effect an employment policy and
19 practice pursuant to which DEFENDANTS to fail to pay PLAINTIFF and the Proposed Class
20 members wages for all hours worked.

21 12. At all times relevant hereto, DEFENDANTS had in effect an employment policy and
22 practice pursuant to which DEFENDANTS failed to timely pay PLAINTIFF and the Proposed Class
23 members all wages earned in compliance with California law.

24 13. At all times relevant hereto, DEFENDANTS failed to provide PLAINTIFF and the
25 Proposed Class with accurate itemized wage statements that reflected all deductions from payment
26 of wages and accurately report total hours worked, including the total daily hours worked and the
27 applicable rates of pay by PLAINTIFF and the members of the Proposed Class in compliance with
28 California law.

15. PLAINTIFF, on behalf of himself and all current and former “sales associates” and “sales leaders” employed by DEFENDANTS in California during the relevant time period hereto, brings this action pursuant to Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 512, 558; Wage Order 7-2001; and California Code of Regulations, Title 8, Section 11070, seeking unpaid wages, rest break premiums, meal break premiums, statutory and civil penalties, injunctive and other equitable relief, reasonable attorneys’ fees and costs, and interest.

16. PLAINTIFF, on behalf of himself and all “sales associates” and “sales leaders,” and on behalf of the general public, pursuant to Business & Professions Code sections 17200, *et seq.* also seeks injunctive relief, restitution, and disgorgement of all benefits DEFENDANTS enjoyed from their unlawful conduct as described herein.

17. This Court has personal jurisdiction over DEFENDANTS because DEFENDANTS have caused injuries in the County of San Diego and the State of California through their acts and omissions constituting violations of the California Labor Code, California state common law, and California Business & Professions Code sections 17200, *et seq.*

18. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, section 10, of the California Constitution and California Code of Civil Procedure section 410.10, by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000.00, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

19. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure section 395. DEFENDANTS operate throughout the State of California and do business within the County of San Diego. The unlawful acts alleged herein have a direct effect on

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1 PLAINTIFF and all “sales associates” and “sales leaders” within the State of California and the
2 County of San Diego.

3 **IV. FACTUAL BACKGROUND**

4 20. PLAINTIFF and the Proposed Class members, during at least some portion of the
5 relevant time period, were classified as exempt by DEFENDANTS.

6 21. PLAINTIFF and the Proposed Class are covered by California Industrial Welfare
7 Commission Occupational Wage Order No. 7-2001. (Tit. 8, Cal. Code of Regs. § 11070.)

8 **A. Meal Period Violations**

9 22. At all relevant times, PLAINTIFF and all other Proposed Class members have been
10 forced by DEFENDANTS to work more than five hours per workday without being provided with a
11 thirty (30) minute uninterrupted meal period. Additionally, DEFENDANTS failed to inform
12 PLAINTIFF and all other Prospective Class members of their right to take lawful meal periods in
13 compliance with California law.

14 23. At all relevant times, DEFENDANTS have failed to compensate PLAINTIFF and the
15 Proposed Class members one (1) hour of pay at each employees’ regular rate of compensation for
16 each workday that a lawful meal period was not provided, as required by California law.

17 **B. Rest Period Violations**

18 24. At all relevant times, PLAINTIFF and all other Proposed Class members have been
19 forced by DEFENDANTS to work four-hour increments (or major fractions thereof) without being
20 provided with a lawful ten (10) minute uninterrupted rest period. Additionally, DEFENDANTS
21 failed to inform PLAINTIFF and the Proposed Class members of their right to take lawful rest
22 periods in compliance with California law.

23 25. At all relevant times, DEFENDANTS have failed to compensate PLAINTIFF and the
24 Proposed Class members one (1) hour of pay at the employees’ regular rate of compensation for
25 each workday that a lawful rest period was not provided, as required by California law.

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C. Failure to Timely Pay All Wages Earned

(i) Failure to Pay Wages Earned as Commissions

26. At all relevant times, DEFENDANTS failed to timely pay PLAINTIFF and the Proposed Class members all wages earned in the form of commissions. Specifically, DEFENDANTS have maintained and implemented a policy whereby they failed/fail to pay PLAINTIFF and the Proposed Class members sales commissions earned in accordance with California law. DEFENDANTS devised and implemented a sales commission compensation policy which had/has the effect of denying PLAINTIFF and the Proposed Class members sales commissions earned during a commission based pay-period by 1) requiring PLAINTIFF and Proposed Class members to exceed a minimum sales threshold during a commission based pay-period and 2) withholding attribution of a sales commission made/earned during one pay-period for purposes of determining whether the operative sales threshold was exceeded during one commission based pay-period to an alternate/different commission pay-period based so as to prevent PLAINTIFF and the Proposed Class members from receiving earnings on commission based sales.

27. At all relevant times, DEFENDANTS' policy of paying wages earned as commissions only upon item delivery was willful, without legal justification, and in violation of Labor Code sections 204 and 206, or other Labor Code sections or California law, by failing to timely pay PLAINTIFF and the Proposed Class all wages earned.

(ii) Failure to Pay Wages Earned for Off-The-Clock Work

28. At all relevant times, DEFENDANTS failed to pay PLAINTIFF and the Proposed Class members wages earned for off-the-clock work, including pre-shift and post-shift work. This failure was willful, without legal justification, and in violation of Labor Code sections 204 and 206, or other Labor Code sections or California law.

(iii) Failure to pay Wages Earned by Preventing Sale Finalizations

29. At all relevant times, DEFENDANTS failed to pay PLAINTIFF and the Proposed Class members wages earned in the form of sales commissions. Specifically, DEFENDANTS have maintained and implemented a policy whereby they prohibited PLAINTIFF and Proposed Class members from finalizing a commission-earning sale by requiring PLAINTIFF and the Proposed

Class members to redirect customers whom they were/are assisting to other sales persons, without legal or factual justification, and share the commissions earned on such sales, if any, with the employee to whom the customer was redirected.

30. At all relevant times, DEFENDANTS' policy of requiring PLAINTIFF and Proposed Class members to pass-off sales and share commissions was willful, without legal justification, and in violation of Labor Code sections 204, 206, or other Labor Code sections or California law.

(iv) Failure to pay for Work Performed Above Contractually Agreed Hours

31. At all relevant times, DEFENDANTS failed to pay PLAINTIFF and the Proposed Class members for hours worked in excess of their contractually agreed/scheduled hours with DEFENDANTS. For example, PLAINTIFF and the Proposed Class members, on the one hand, and DEFENDANTS, on the other hand, agreed that PLAINTIFF and the Proposed Class members would work a prescribed number of hours per week for a set salary. However, PLAINTIFF and the Proposed Class members routinely worked more hours per week than the agree-upon hours and were not paid additional wages for the additional hours work.

(v) Failure to pay all Wages Earned Upon Discharge

32. At all relevant times, DEFENDANTS failed to pay PLAINTIFF and the Proposed Class members all compensation due and owing at the time of discharge. Such failure was willful, without legal justification, and in violation of Labor Code sections 201-203.

D. Failure to Provide Accurate, Itemized Wage Statements

33. At all relevant times, DEFENDANTS failed to provide PLAINTIFF and members of the Proposed Class with accurate, itemized wage statements that reflect all deductions from payment of wages and the total hours worked. Such failure was willful, without legal justification, and in violation of Labor Code section 226(a).

V. CLASS ACTION ALLEGATIONS

34. PLAINTIFF brings this action on behalf of himself and all others similarly situated as a Class Action pursuant to Code of Civil Procedures section 382. PLAINTIFF seeks to represent a Class composed of and defined as follows:

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1 All persons who are employed or have been employed by ASHLEY
2 FURNITURE INDUSTRIES and/or STONELEDGE in the State of
3 California and classified as a "sales leader" or "sales associate" during the
four (4) year period preceding the filing of this action.

4 35. PLAINTIFF reserves the right under Rule 3.765(b) of the California Rules of Court to
5 amend or modify the class description with greater specificity, by division into subclasses, or by
6 limitation to particular issues.

7 36. This action has been brought and may properly be maintained as a class action under
8 the provisions of Code of Civil Procedure section 382 because there is a well-defined community of
9 interest in the litigation and the Proposed Class is easily ascertainable.

10 **A. Numerosity**

11 37. The potential members of the Proposed Class as defined are so numerous that joinder
12 of all the members of the Proposed Class is impracticable. While the precise number of Proposed
13 Class members has not been determined at this time, PLAINTIFF is informed and believes that
14 DEFENDANTS currently employs, or during the relevant time periods employed, more than 1,000
15 members of the Proposed Class.

16 38. PLAINTIFF alleges that DEFENDANTS' employment records would provide
17 information as to the number of members of the Proposed Class and the locations where such
18 members were employed. Joinder of all members of the Proposed Class is not practicable.

19 **B. Commonality**

20 39. There are questions of law and fact common to the Proposed Class that predominate
21 over any questions affecting only individual Proposed Class members. These common questions of
22 law and fact include, without limitation:

- 23 a. Whether DEFENDANTS violated Labor Code section 226.7 and IWC Wage
24 Order 7-2001, or other applicable IWC Wage Orders, by failing to provide
25 and/or inform PLAINTIFF and the Proposed Class members of their right to
26 take rest periods in accordance with California law and failing to provide legally
27 required rest periods throughout the term of Class Period and failing to

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1 compensate sales associates and sales leaders one (1) hour's wages in lieu of
2 rest periods;

3 b. Whether DEFENDANTS violated Labor Code sections 512 and 226.7 and IWC
4 Wage Order 7-2001, or other applicable IWC Wage Orders, by failing to
5 provide and/or inform PLAINTIFF and the Proposed Class members of their
6 right to take meal periods in accordance with California law and failing to
7 provide legally required meal periods throughout the term of the Class Period
8 and failing to compensate sales associates and sales leaders one (1) hour's wages
9 in lieu of meal periods;

10 c. Whether DEFENDANTS violated Labor Code sections 204 and 206, or other
11 Labor Code sections or California law, by failing to timely pay PLAINTIFF and
12 the Proposed Class members all wages earned in the form of commissions;

13 d. Whether DEFENDANTS violated Labor Code sections 204 and 206, or other
14 Labor Code sections or California law, by failing to pay PLAINTIFF and the
15 Proposed Class members wages earned for off-the-clock work, including pre-
16 shift and post-shift work;

17 e. Whether DEFENDANTS violated Labor Code sections 204 and 206, or other
18 Labor Code sections or California law, by failing to pay PLAINTIFF and the
19 Proposed Class members all wages earned by preventing PLAINTIFF and the
20 Proposed Class members from finalizing sales by requiring PLAINTIFF and the
21 Proposed Class Members to pass-off their sales to another employee at the end
22 of their shifts, thereby preventing each employee from receiving the full-share or
23 his or her commission;

24 f. Whether DEFENDANTS violated Labor Code sections 204 and 206, or other
25 Labor Code sections or California law, by failing to pay PLAINTIFF and the
26 Proposed Class members for all hours worked above their contractually agreed
27 hours;

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- g. Whether DEFENDANTS violated Labor Code section 226(a) and Wage Order 7-2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Tit. 8, Sec. 11070, by failing to provide accurate itemized wage statements that reflect all deductions from payment of wages and the total hours worked and the applicable rates, for PLAINTIFF and the Proposed Class members;
- h. Whether DEFENDANTS violated Business & Professions Code section 17200, *et seq.*, by engaging in the acts previously alleged; and
- i. Whether PLAINTIFF and the members of the Proposed Class are entitled to equitable relief pursuant to Business & Professions Code section 17200, *et seq.*

C. Typicality

40. PLAINTIFF'S claims are typical of the claims of the Proposed Class members. PLAINTIFF and the Proposed Class members sustained injuries and damages arising out of and caused by DEFENDANTS' common course of conduct in violation of California statutory and common law, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

41. PLAINTIFF will fairly and adequately represent and protect the interests of the Proposed Class members. Counsel who represent PLAINTIFF and the Proposed Class members are competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

42. 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 DEFENDANTS' illegal policy and/or practice of failing to provide lawful rest periods, failing to provide lawful meal periods, failing to timely pay all wages earned, failing to provide accurate itemized wage statements, and failing to pay all wages due upon discharge.

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43. 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
FAILURE TO ALLOW MEAL PERIODS PURSUANT TO
LABOR CODE §§ 226.7 AND 512

44. PLAINTIFF, on behalf of himself and the Proposed Class members, realleges and incorporates by reference all previous paragraphs.

45. Labor Code section 512 requires an employer to provide an employee with a thirty (30) minute meal period if he or she works more than five (5) hours in a workday, and two thirty (30) minute meal periods if he or she works more than ten (10) hours in a workday. DEFENDANTS failed to maintain a policy of informing PLAINTIFF and the Proposed Class of this right during the relevant time period.

46. Labor Code section 226.7 requires an employer to pay an additional one (1) hour of compensation for each meal period the employer fails to provide in accordance with California law. DEFENDANTS failed to maintain a policy of informing PLAINTIFF and the Proposed Class of this right during the relevant time period.

47. DEFENDANTS required PLAINTIFF and the Proposed Class members to consistently work shifts with no meal periods, uninterrupted meal periods of less than thirty (30) minutes, and/or meal periods that were not off-duty (e.g., meal periods taken while the employee performed work for DEFENDANTS) during the relevant time period.

48. DEFENDANTS failed to pay PLAINTIFF and the Proposed Class members an additional one (1) hour of compensation for each meal period DEFENDANTS failed to provide in accordance with California law. Pursuant to Labor Code section 226.7, PLAINTIFF and the Proposed Class members are entitled to damages in an amount equal to one (1) hour of wages per missed meal period as required by California law in a sum to be proven at trial.

49. PLAINTIFF also seeks attorneys' fees and costs to the extent permitted by Labor Code section 218.5

VII. SECOND CAUSE OF ACTION
FAILURE TO ALLOW REST PERIODS PURSUANT TO LABOR CODE § 226.7

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

51. IWC Wage Order Number 7-2001 requires employers to provide an employee with an off-duty ten (10) minute rest period for each four (4) hours worked, or substantial fraction thereof, that the employee will work in the workday. DEFENDANTS failed to maintain a policy of informing PLAINTIFF and the Proposed Class members of this right during the relevant time period.

52. Labor Code section 226.7 requires an employer to pay an additional one (1) hour of compensation for each rest period the employer fails to provide in accordance with California law. DEFENDANTS failed to maintain a policy of informing PLAINTIFF and the Proposed Class members of this right.

53. PLAINTIFF and the Proposed Class members consistently worked shifts with no rest periods, uninterrupted rest breaks of less than 10 minutes, and/or rest periods that are not provided or scheduled in the middle of a work period. DEFENDANTS failed to maintain an accurate policy advising PLAINTIFF and the Proposed Class members of these rest periods and failed to provide PLAINTIFF and the Proposed Class members with rest breaks of not less than ten (10) minutes, as required by the Labor Code, during the relevant time period.

54. Pursuant to Labor Code section 226.7, PLAINTIFF and the Proposed Class members are entitled to damages in an amount equal to one (1) hour of wages per missed rest period as required by California law in a sum to be proven at trial.

55. PLAINTIFF also seeks attorneys' fees and costs to the extent permitted by Labor Code section 218.5

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VIII. THIRD CAUSE OF ACTION
FOR FAILURE TO TIMELY PAY ALL WAGES EARNED PURSUANT TO
LABOR CODE §§ 204 AND 206

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

57. Labor Code sections 204 and 206 require employers to timely pay all wages earned by their employees. DEFENDANTS failed to maintain a policy of timely paying employees all wages earned during the relevant time frame as follows:

- a. DEFENDANTS implemented a policy that unlawfully withheld earned commissions from PLAINTIFF and the Proposed Class members during the relevant time frame;
- b. DEFENDANTS implemented a policy that failed to pay PLAINTIFF and the Proposed Class Members for all hours worked, specifically, for off-the-clock work, including pre-shift and post-shift work;
- c. DEFENDANTS implemented a policy that failed to pay PLAINTIFF and the Proposed Class members all wages earned by preventing PLAINTIFF and Proposed Class members from finalizing sales; and
- d. DEFENDANTS implemented a policy that failed to pay PLAINTIFF and the Proposed Class members for all hours worked about their contractually agreed hours.

58. PLAINTIFF also seeks attorneys' fees and costs to the extent permitted by Labor Code section 218.5.

IX. FOURTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)

59. PLAINTIFF, on behalf of himself and the Proposed Class members, realleges and incorporates by reference all previous paragraphs.

60. Section 226(a) of the Labor Code requires employers to itemize in wage statements all deductions from payment of wages, the appropriate rates of pay, and to accurately report total hours worked by PLAINTIFF and the Proposed Class members. DEFENDANTS failed to include all deductions from payment of wages, the appropriate rates of pay, and the actual total hours

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1 worked by PLAINTIFF and the Proposed Class members. As a result, DEFENDANTS have
2 knowingly and intentionally failed to comply with Labor Code section 226(a).

3 61. IWC Wage Order 7-2001 requires DEFENDANTS to maintain time records,
4 showing, among other things, when the employee begins and ends each work period, split shift
5 intervals, and total daily hours worked in an itemized wage statement, and must show all deductions
6 from payment of wages, and accurately report total hours worked by PLAINTIFF and the members
7 of the Proposed Class. DEFENDANTS failed to keep accurate records of the total daily hours
8 worked.

9 62. An employee suffering injury as a result of a knowing and intentional failure by an
10 employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual
11 damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurs and one
12 hundred dollars (\$100.00) for each violation in a subsequent pay period, not exceeding an aggregate
13 penalty of four thousand dollars (\$4,000.00), and is entitled to an award of costs and reasonable
14 attorneys' fees.

15 63. PLAINTIFF and the Proposed Class members suffered injury from DEFENDANTS'
16 knowing and intentional failure to include all deductions from payment of wages, the appropriate
17 rates of pay, and the actual total hours worked by PLAINTIFF and the Proposed Class members, and
18 are therefore entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the
19 initial pay period in which the violation occurred and one hundred dollars (\$100.00) for each
20 subsequent violation, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

21 64. PLAINTIFF also seeks attorneys' fees and costs to the extent permitted by Labor
22 Code section 218.5.

23 **X. FIFTH CAUSE OF ACTION**
24 **FOR UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS**
CODE § 17200

25 65. PLAINTIFF, on behalf of himself and the Proposed Class members, realleges and
26 incorporates by reference all previous paragraphs.

27 66. This is a class action for unfair business practices. PLAINTIFF, on behalf of himself,
28 on behalf of the general public, and on behalf of the Proposed Class, brings this claim pursuant to

1 Business & Professions Code section 17200, *et seq.* The conduct of DEFENDANTS as alleged in
2 this Complaint has been and continues to be unlawful, deceptive, unfair and harmful to PLAINTIFF,
3 the general public, and the Proposed Class. PLAINTIFF seeks to enforce important rights affecting
4 the public interest within the meaning of Code of Civil Procedure section 1021.5.

5 67. PLAINTIFF is a “person” within the meaning of Business & Professions Code
6 section 17204, and therefore, has standing to bring this cause of action for injunctive relief,
7 restitution, and other appropriate equitable relief.

8 68. Business & Professions Code section 17200, *et seq.*, prohibits unlawful, deceptive,
9 and/or unfair business practices.

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

17 70. DEFENDANTS have violated statutes and public policies as alleged herein. Through
18 the conduct alleged in this Complaint, DEFENDANTS have acted contrary to these public policies,
19 has violated specific provisions of the Labor Code as alleged herein, and has engaged in other
20 unlawful and unfair business practices in violation of Business & Professions Code section 17200, *et*
21 *seq.*, depriving PLAINTIFF, and all persons similarly situated, and all interested persons, of rights,
22 benefits, and privileges guaranteed to all employees under the law.

23 71. DEFENDANTS’ conduct, as alleged hereinabove, constitutes unfair competition in
24 violation of Business & Professions Code section 17200, *et seq.*

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

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73. As a proximate result of the above-mentioned acts of DEFENDANTS, PLAINTIFF and others similarly situated have been deprived of money and suffered injury in fact and are entitled to restitution of the wages they have been denied due to DEFENDANTS' unlawful conduct alleged herein.

74. Unless restrained, DEFENDANTS will continue to engage in the unlawful conduct as alleged above. Pursuant to Business & Professions Code, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by DEFENDANTS, their agents, or employees, of any unlawful or deceptive practices prohibited by the Business & Professions Code, and/or, including, but not limited to, restitution and disgorgement of profits which may be necessary to restore PLAINTIFF and members of the Proposed Class the money DEFENDANTS have unlawfully failed to pay.

XI. SIXTH CAUSE OF ACTION

75. PLAINTIFF reincorporates and incorporate by reference all previous paragraphs.

76. California Labor Code sections 2698, *et seq.* authorizes aggrieved employees, such as ABBASSI, to bring a civil action against his/her employer to recover civil penalties for various violations of the Labor Code, including the violations alleged herein.

77. ABBASSI has complied with Labor Code section 2699.3, by giving written notice (1) to the Labor and Workforce Development Agency ("LWDA") by filing his Private Attorneys General Act Claim Notice with the LWDA on February 28, 2010, paying the \$75.00 filing fee to the LWDA and (2) by certified mail to his employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct copy of ABBASSI's online filing of his Private Attorneys General Act Claim Notice with the LWDA and proof of payment of the \$75.00 filing fee are attached collectively hereto as Exhibit "1". A true and correct copy of the written notice provided by certified mail to his employer of the specific violations of the California Labor Code by ABBASSI and the postmark of such written notice are collectively attached hereto as Exhibit "2".

78. The Private Attorneys General Act Claim Notice filed by ABBASSI with the LWDA was assigned LWDA Case No.: LWDA-CM-775570-20 ("Claim Notice"). The LWDA has failed

1 to notify ABBASSI of its intent to investigate the alleged violations of the California Labor Code set
2 forth in the Claim Notice and Exhibit “2” hereto within 65 calendar days of the February 28, 2020,
3 postmark date of the notice of violations mailed to ABBASSI’s employer (Exhibit “2” hereto).

4 79. Pursuant to California Labor Code sections 2699.3 and 2699.5, aggrieved employees,
5 including ABBASSI, may, as a matter of right, file a complaint alleging a cause of action arising
6 under Labor Code section 2698, *et seq.*, after the following requirements have been met: (a) the
7 aggrieved employee or his/her representative provides written notice by online filing on the LWDA
8 website and by certified mail to the employer of the specific provisions of the Labor Code alleged to
9 have been violated, including the facts and theories to support the alleged violation; (b) the
10 aggrieved employee pays a filing fee to the LWDA of \$75.00; and (c) the LWDA does not notify the
11 aggrieved employee of its intent to investigate the alleged violations within 65 calendar days of the
12 postmark date of the written notice provided to the aggrieved employees’ employer. ABBASSI has
13 standing to bring this cause of action.

14 80. ABBASSI, on behalf of himself and all other aggrieved employees of
15 DEFENDANTS who work or worked in the capacity of a “sales associate” and/or “sales leader”,
16 brings this action pursuant to Labor Code sections 2698, *et seq.*, arising out of violations of Labor
17 Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 512, 558; Wage Order 7-2001; and California
18 Code of Regulations, Title 8, Section 11070.

19 81. Pursuant to California Labor Code section 2699(f) and (g) ABBASSI, on behalf of
20 the State of California, and the other similarly situated aggrieved employees, are entitled to recover
21 civil penalties in the amount of one hundred dollars (\$100) for each aggrieved employee per pay
22 period for each initial violation and two hundred dollars (\$200) for each aggrieved employee per pay
23 period for each subsequent violation, plus costs and attorney’s fees, for violations of the Labor Code
24 sections 201, 202, 203, 204, 206, 226(a), 226.7, 512, 558, and Wage Order No. 7 as alleged herein.

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XII. RELIEF REQUESTED

WHEREFORE, PLAINTIFF prays for the following relief:

ON THE FIRST CAUSE OF ACTION:

1. For compensatory damages according to proof and calculated pursuant to the provisions of Labor Code sections 226.7 and 512;
2. For prejudgment interest;
3. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor Code 218.5;
4. For a preliminary and permanent injunction requiring DEFENDANTS to comply with Labor Code sections 226.7 and 512 and related orders of the IWC; and/or a preliminary and permanent injunction requiring DEFENDANTS to provide meal periods, pursuant to Labor Code sections 226.7 and 512 and IWC Wage Order No. 7-2001 for each of their employees who now work, and/or will in the future work, as sales associates or sales leaders for DEFENDANTS in California; and
5. For such other and further relief as this Court may deem just and proper.

ON THE SECOND CAUSE OF ACTION:

1. For compensatory damages according to proof and calculated pursuant to the provisions of Labor Code section 226.7;
2. For prejudgment interest;
3. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor Code 218.5;
4. For a preliminary and permanent injunction requiring DEFENDANTS to comply with Labor Code section 226.7 and related orders of the IWC; and/or a preliminary and permanent injunction requiring DEFENDANTS to provide rest periods, pursuant to Labor Code sections 226.7 and IWC Wage Order No. 7-2001 for each of their employees who now work, and/or will in the future work, sales associates or sales leaders for DEFENDANTS in California; and
5. For such other and further relief as this Court may deem just and proper.

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1 **ON THE THIRD CAUSE OF ACTION:**

2 1. For compensatory damages according to proof and calculated pursuant to the
3 provisions of Labor Code sections 204 and 206;

4 2. For prejudgment interest;

5 3. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor
6 Code 218.5;

7 4. For a preliminary and permanent injunction requiring DEFENDANTS to comply with
8 Labor Code sections 204 and 206, and related orders of the IWC; and/or a preliminary and
9 permanent injunction requiring DEFENDANTS to timely pay all wages earned, pursuant to Labor
10 Code sections 204 and 206 and IWC Wage Order No. 7-2001 for each of their employees who now
11 work, and/or will in the future work, as sales associates or sales leaders for DEFENDANTS in
12 California; and

13 5. For such other and further relief as this Court may deem just and proper.

14 **ON THE FOURTH CAUSE OF ACTION:**

15 1. For damages pursuant to Labor Code section 226(a) according to proof at the time of
16 trial;

17 2. For statutory penalties pursuant to Labor Code section 226(a) according to proof;

18 3. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor
19 Code section 218.5;

20 4. For preliminary and permanent injunction requiring DEFENDANTS to comply with
21 Labor Code section 226(a); and

22 5. For such other and further relief as this Court may deem just and proper.

23 **ON THE FIFTH CAUSE OF ACTION:**

24 1. That the business practices alleged herein be declared in violation of public policy of
25 the State of California, including but not limited to, Business & Professions Code section 17200, *et*
26 *seq.*;

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28 ///

2. For a preliminary and permanent injunction to prevent the use or employment by DEFENDANTS of each practice alleged herein and found to be unfair, unlawful and/or deceptive business practices;

3. For a further order to restore to PLAINTIFF, all persons similarly situated, and all members of the proposed class, any money which DEFENDANTS may have acquired by means of each practice alleged and found herein to be unfair, unlawful and/or deceptive business practice;

4. For a further order to restore to PLAINTIFF, all persons similarly situated, and all members of the proposed class, the value of any compensation and benefits which they were deprived by virtue of DEFENDANTS' conduct of engaging in each practice alleged herein and found to be an unfair, unlawful and/or deceptive business practice;

5. For costs of suit herein incurred, including reasonable attorneys' fees and costs; and

6. For such other and further relief as this Court may deem just and proper.

SIXTH CAUSE OF ACTION

1. For civil penalties pursuant to California Labor Code section 2699(f) and (g) in the amount of \$100 dollars for each violation per pay period for each initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation of California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 512, 558, and Wage Order No. 7;

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2. For attorney's fees and costs; and
3. For such other and further relief as the Court may deem equitable and appropriate.

Dated: July 6, 2020

LAW OFFICE OF SHELDON A. OSTROFF



By: _____
Sheldon A. Ostroff
Attorneys for PLAINTIFF

Dated: July 6, 2020

ARTIANO SHINOFF

By: Abbey M. Jahnke
Daniel R. Shinoff
Abbey M. Jahnke
Attorneys for PLAINTIFF

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Daniel R. Shinoff 99129; Abbey M. Jahnke 302454 Artiano Shinoff 2488 Historic Decatur Rd., Ste. 200 San Diego, CA 92106 TELEPHONE NO.: (619) 232-3122 FAX NO.: (619) 232-3264 ATTORNEY FOR (Name): Yama Abbassi, individually, on behalf of		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 07/06/2020 at 02:58:15 PM Clerk of the Superior Court By Valeria Contreras, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 W. Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central Division		CASE NUMBER: 37-2020-00023137-CU-OE-CTL JUDGE: Judge Katherine Bacal DEPT.:	
CASE NAME: Yama Abbassi, individually, on behalf of himself and others similarly situated v. Stoneledge Furniture, LLC,			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. ☐ Large number of separately represented parties b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. ☐ Substantial amount of documentary evidence	d. ☒ Large number of witnesses e. ☒ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. ☒ Substantial postjudgment judicial supervision
--	---

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify):

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 6, 2020

Daniel R. Shinoff

(TYPE OR PRINT NAME)

Daniel R. Shinoff

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)-Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice-Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach-Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case-Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ-Administrative Mandamus
Writ-Mandamus on Limited Court Case Matter
Writ-Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal-Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 330 W Broadway	
MAILING ADDRESS: 330 W Broadway	
CITY AND ZIP CODE: San Diego, CA 92101-3827	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7069	
PLAINTIFF(S) / PETITIONER(S): Yama Abbassi	
DEFENDANT(S) / RESPONDENT(S): Stoneledge Furniture LLC et.al.	
ABBASSI VS STONELEDGE FURNITURE LLC [E-FILE]	
NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE on MANDATORY eFILE CASE	CASE NUMBER: 37-2020-00023137-CU-OE-CTL

CASE ASSIGNED FOR ALL PURPOSES TO:

Judge: Katherine Bacal

Department: C-69

COMPLAINT/PETITION FILED: 07/06/2020

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	04/09/2021	10:00 am	C-69	Katherine Bacal

Due to the COVID-19 pandemic, all hearings will be conducted remotely until further notice. Absent an order of the court, personal appearances at the hearing will not be allowed. For information on arranging telephonic or video appearances, contact CourtCall at (888)882-6878, or at www.courtcall.com. Please make arrangements with CourtCall as soon as possible.

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

MANDATORY eFILE: Case assigned to mandatory eFile program per CRC 3.400-3.403 and SDSC Rule 2.4.11. All documents must be eFiled at www.onelegal.com. Refer to General Order in re procedures regarding electronically imaged court records, electronic filing, and access to electronic court records in civil and probate cases or guidelines and procedures.

COURT REPORTERS: Court reporters are not provided by the Court in Civil cases. See policy regarding normal availability and unavailability of official court reporters at www.sdcourt.ca.gov.

*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2020-00023137-CU-OE-CTL

CASE TITLE: Abbassi vs Stoneledge Furniture LLC [E-FILE]

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	FOR COURT USE ONLY
PLAINTIFF(S): Yama Abbassi	
DEFENDANT(S): Stoneledge Furniture LLC et.al.	
SHORT TITLE: ABBASSI VS STONELEDGE FURNITURE LLC [E-FILE]	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2020-00023137-CU-OE-CTL

Judge: Katherine Bacal

Department: C-69

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- | | |
|---|--|
| ☐ Mediation (court-connected) | ☐ Non-binding private arbitration |
| ☐ Mediation (private) | ☐ Binding private arbitration |
| ☐ Voluntary settlement conference (private) | ☐ Non-binding judicial arbitration (discovery until 15 days before trial) |
| ☐ Neutral evaluation (private) | ☐ Non-binding judicial arbitration (discovery until 30 days before trial) |
| ☐ Other (specify e.g., private mini-trial, private judge, etc.): _____ | |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____

Date: _____

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 07/07/2020

JUDGE OF THE SUPERIOR COURT