

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

ROBERT HEELY CONSTRUCTION, L.P., a California limited partnership; and DOES 1 through 100, inclusive,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

KEITH LAY, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

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

ELECTRONICALLY
FILED

6/8/2020 3:29 PM

SAN LUIS OBISPO SUPERIOR COURT
BY *Carol L. McGuirk*
Carol L. McGuirk, Deputy Clerk

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 desecher el caso.

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

Superior Court of the State of California, County of San Luis Obispo
1050 Monterey Street, San Luis Obispo, California 93408

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):
Edwin Aiwasian, 410 Arden Ave., Ste. 203, Glendale, CA 91203; Telephone No. (818) 265-1020

CASE NUMBER:
(Número del Caso): 20CVP-0175

DATE: 6/8/2020 3:29 PM
(Fecha)

/s/Michael Powell

Clerk, by
(Secretario)

Carol L. McGuirk

, Deputy
(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)).

(SEAL)



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)	☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation)	☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership)	☐ CCP 416.90 (authorized person)
☐ other (specify):	
4. ☐ by personal delivery on (date):

Edwin Aiwarzian (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021

Attorneys for Plaintiff

ELECTRONICALLY

FILED

6/8/2020 3:29 PM

SAN LUIS OBISPO SUPERIOR COURT
BY Carol L. McGuirk
Carol L. McGuirk, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO**

KEITH LAY, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

ROBERT HEELY CONSTRUCTION, L.P.,
a California limited partnership; and DOES
1 through 100, inclusive,

Defendants.

Case No.: 20CVP-0175

**COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

Violation of California Labor Code §
2698, et seq. (California Labor Code
Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff KEITH LAY ("Plaintiff"), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of San Luis Obispo. At all relevant times, Defendant maintained its headquarters/"nerve center" within the State of California, County of San Luis Obispo.

PARTIES

5. Plaintiff KEITH LAY is an individual residing in the State of California, County of San Luis Obispo.

6. Defendant ROBERT HEELY CONSTRUCTION, L.P. at all times herein mentioned, was and is, upon information and belief, a California limited partnership, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of San Luis Obispo.

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7. At all relevant times, ROBERT HEELY CONSTRUCTION, L.P. was the “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

8. At all times herein relevant, ROBERT HEELY CONSTRUCTION, L.P. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. ROBERT HEELY CONSTRUCTION, L.P. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

PAGA ALLEGATIONS

12. At all times herein set forth, PAGA was applicable to Plaintiff’s employment by Defendants.

1 13. At all times herein set forth, PAGA provides that any provision of law under
2 the California Labor Code that provides for a civil penalty to be assessed and collected by the
3 LWDA for violations of the California Labor Code may, as an alternative, be recovered
4 through a civil action brought by an aggrieved employee on behalf of herself and other
5 current or former employees pursuant to procedures outlined in California Labor Code
6 section 2699.3.

7 14. Pursuant to PAGA, a civil action under PAGA may be brought by an
8 “aggrieved employee,” who is any person that was employed by the alleged violator and
9 against whom one or more of the alleged violations was committed.

10 15. Plaintiff was employed by Defendants and the alleged violation was
11 committed against him during his time of employment and he is, therefore, an aggrieved
12 employee. Plaintiff and the other employees are “aggrieved employees” as defined by
13 California Labor Code section 2699(c) in that they are all current or former employees of
14 Defendants, and one or more of the alleged violations were committed against them.

15 16. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
16 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
17 following requirements have been met:

18 a. The aggrieved employee shall give written notice by online submission
19 (hereinafter “Employee’s Notice”) to the Labor & Workforce
20 Development Agency (hereinafter “LWDA”) and by U.S. Certified
21 Mail to the employer of the specific provisions of the California Labor
22 Code alleged to have been violated, including the facts and theories to
23 support the alleged violations.

24 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
25 employer and the aggrieved employee by certified mail that it does not
26 intend to investigate the alleged violation within sixty (60) calendar
27 days of the postmark date of the Employee’s Notice. Upon receipt of
28 the LWDA Notice, or if the LWDA Notice is not provided within

sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

17. On March 30, 2020, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant ROBERT HEELY CONSTRUCTION, L.P. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff's notice.

18. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

19. At all relevant times set forth herein, Defendants employed Plaintiff and other aggrieved employees.

20. The "aggrieved employees" that Mr. Lay may seek penalties on behalf of are: (a) all current and former hourly-paid or non-exempt individuals who were employed by Defendants within the State of California ("aggrieved employees subgroup A"), and (b) all current and former salaried planners/schedulers misclassified as "exempt" who were employed by Defendants within the State of California ("aggrieved employees subgroup B") (hereinafter collectively referred to as the "other aggrieved employees").

21. Defendants, jointly and severally, employed Plaintiff from approximately October 2018 to approximately May 2019 in the State of California, County of San Luis Obispo. During the relevant period, Defendants employed Plaintiff as an hourly-paid, non-exempt employee and as a salaried employee misclassified as "exempt."

22. Defendants hired Plaintiff and the other aggrieved employees and failed to compensate them for all hours worked, missed meal periods, and/or rest breaks.

23. Defendants had the authority to hire and terminate Plaintiff and the other aggrieved employees, to set work rules and conditions governing Plaintiff's and the other aggrieved employees' employment, and to supervise their daily employment activities.

24. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other aggrieved employees' employment for them to be joint employers of Plaintiff and the other aggrieved employees.

25. Defendants directly hired and paid wages and benefits to Plaintiff and the other aggrieved employees.

26. Plaintiff and the other aggrieved employees in subgroup B did not and/or do not customarily and regularly exercise discretion and independent judgment in matters of consequence to Defendants' business and were not and/or are not "primarily engaged" (more than one-half of the employee's work time) in performing managerial tasks. Furthermore, Plaintiff and the other aggrieved employees in subgroup B did not and/or do not spend at least half of their work time doing office or non-manual work directly related to managerial policies or the general business operations of Defendants. Therefore, Plaintiff and other aggrieved employees in subgroup B were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked because Defendants misclassified them as "exempt."

27. Defendants continue to employ hourly-paid or non-exempt employees and salaried employees misclassified as "exempt," within the State of California.

28. Plaintiff and the other aggrieved employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

29. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California law.

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 engaged in a uniform policy and systematic scheme of wage abuse against their “exempt” or
2 salaried planners/schedulers. This scheme involved, *inter alia*, misclassifying these positions
3 as “exempt” employees for purposes of the payment of overtime compensation when, in fact,
4 they were “non-exempt,” non-managerial employees according to California law.

5 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
7 receive certain wages for overtime compensation and that they were not receiving wages for
8 overtime compensation.

9 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 failed to provide Plaintiff and the other aggrieved employees the required rest and meal
11 periods during the relevant time period as required under the Industrial Welfare Commission
12 Wage Orders and thus they are entitled to any and all applicable penalties.

13 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
15 receive all meal periods or payment of one additional hour of pay at Plaintiff’s and the other
16 aggrieved employee’s regular rate of pay when a meal period was missed, and they did not
17 receive all meal periods or payment of one additional hour of pay at Plaintiff’s and the other
18 aggrieved employee’s regular rate of pay when a meal period was missed.

19 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
21 receive all rest periods or payment of one additional hour of pay at Plaintiff’s and the other
22 aggrieved employees’ regular rate of pay when a rest period was missed, and they did not
23 receive all rest periods or payment of one additional hour of pay at Plaintiff’s and the other
24 aggrieved employees’ regular rate of pay when a rest period was missed.

25 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
27 receive at least minimum wages for compensation and that they were not receiving at least
28 minimum wages for all hours worked.

1 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
3 receive all wages owed to them upon discharge or resignation, including overtime and
4 minimum wages and meal and rest period premiums, and they did not, in fact, receive all
5 such wages owed to them at the time of their discharge.

6 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
8 receive all wages owed to them during their employment. Plaintiff and the other aggrieved
9 employees did not receive payment of all wages, including overtime and minimum wages
10 and meal and rest period premiums, within any time permissible under California Labor
11 Code section 204.

12 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
14 receive complete and accurate wage statements in accordance with California law, but, in
15 fact, they did not receive complete and accurate wage statements from Defendants. The
16 deficiencies included, *inter alia*, the failure to include the total number of hours worked by
17 Plaintiff and the other aggrieved employees.

18 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Defendants had to keep complete and accurate payroll
20 records for Plaintiff and the other aggrieved employees in accordance with California law,
21 but, in fact, did not keep complete and accurate payroll records.

22 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
24 reimbursement for necessary business-related expenses and costs.

25 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that they had a duty to compensate Plaintiff and the other
27 aggrieved employees pursuant to California law, and that Defendants had the financial ability
28 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and

1 falsely represented to Plaintiff and the other aggrieved employees that they were properly
2 denied wages, all in order to increase Defendants' profits.

3 42. At all material times set forth herein, Defendants failed to pay overtime wages
4 to Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees
5 were required to work more than eight (8) hours per day and/or forty (40) hours per week
6 without overtime compensation.

7 43. At all material times set forth herein, Defendants failed to provide
8 uninterrupted meal and rest periods to Plaintiff and the other aggrieved employees.

9 44. At all material times set forth herein, Defendants failed to pay Plaintiff and the
10 other aggrieved employees at least minimum wages for all hours worked.

11 45. At all material times set forth herein, Defendants failed to pay Plaintiff and the
12 other aggrieved employees all wages owed to them upon discharge or resignation.

13 46. At all material times set forth herein, Defendants failed to pay Plaintiff and the
14 other aggrieved employees' wages within any time permissible under California law,
15 including, *inter alia*, California Labor Code section 204.

16 47. At all material times set forth herein, Defendants failed to provide complete
17 and accurate wage statements to Plaintiff and the other aggrieved employees.

18 48. At all material times set forth herein, Defendants failed to keep complete and
19 accurate payroll records for Plaintiff and the other aggrieved employees.

20 49. At all material times set forth herein, Defendants failed to reimburse Plaintiff
21 and the other aggrieved employees for necessary business-related expenses and costs.

22 50. At all material times set forth herein, Defendants failed to properly
23 compensate Plaintiff and the other aggrieved employees pursuant to California law in order
24 to increase Defendants' profits.

25 51. California Labor Code section 218 states that noting in Article 1 of the Labor
26 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
27 due to him [or her] under this article."

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FIRST CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

(Against ROBERT HEELY CONSTRUCTION, L.P. and DOES 1 through 100)

52. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 51, and each and every part thereof with the same force and effect as though fully set forth herein.

53. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

54. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

55. Plaintiff and the other hourly-paid or non-exempt employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

56. Defendants' failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

57. Defendants' failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

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Failure to Provide Rest Periods

58. Defendants' failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

59. Defendants' failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

60. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

61. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

62. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

63. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

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Failure to Reimburse Necessary Business-Related Expenses and Costs

64. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

65. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

66. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the

1 Labor and Workforce Development Agency for the enforcement of labor laws and education
2 of employers and employees about their rights and responsibilities and twenty-five percent
3 (25%) to the aggrieved employees.

4 67. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
5 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other
6 applicable statute.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the
9 California Private Attorneys General Act, requests a trial by jury.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff, individually, and on behalf of other aggrieved employees
12 pursuant to the Private Attorneys General Act, prays for relief and judgment against
13 Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

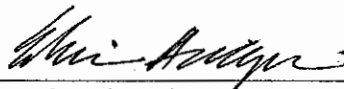
14 **As to the First Cause of Action**

15 1. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and
16 (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201,
17 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
18 2802; and

19 2. For such other and further relief as the Court may deem equitable and
20 appropriate.

21
22 DATED: June 8, 2020

LAWYERS for JUSTICE, PC

23 By: 
24 Edwin Aiwanian
25 Attorneys for Plaintiff
26
27
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Edwin Aiwasian (State Bar No. 232943) LAWYERS for JUSTICE, PC 410 West Arden Avenue, Suite 203 Glendale, CA 91203 TELEPHONE NO.: (818) 265-1020 FAX NO.: (818) 265-1021 ATTORNEY FOR (Name): Plaintiff Keith Lay		FOR COURT USE ONLY ELECTRONICALLY FILED 6/8/2020 3:29 PM  SAN LUIS OBISPO SUPERIOR COURT BY Carol L. McGulrk, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Luis Obispo STREET ADDRESS: 1050 Monterey Street MAILING ADDRESS: CITY AND ZIP CODE: San Luis Obispo, 93408 BRANCH NAME: San Luis Obispo Superior Court		CASE NUMBER: 20CVP-0175 JUDGE: DEPT:	
CASE NAME: Lay vs. Robert Heely Construction, L.P.			
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 | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | 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): **One**
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: June 8, 2020

Edwin Aiwasian

(TYPE OR PRINT NAME)


 (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, COUNTY SAN LUIS OBISPO San Luis Obispo Branch , 1035 Palm Street, Rm 385, San Luis Obispo, CA 93408 Paso Robles Branch 901 Park Street, Paso Robles, CA 93446	
Keith Lay vs. Robert Heely Construction, L.P.	CASE NUMBER 20CVP-0175
	Case Management Conference

6/8/2020

NOTICE OF ASSIGNMENT AND CASE MANAGEMENT CONFERENCE

This case is assigned to **Judge Hurst, Linda D.** for all purposes.

Plaintiff must serve the Summons and Complaint, a copy of this Notice; the Standing Case Management Order (located at <https://www.slo.courts.ca.gov/os/tentativerulings.htm>) of the judge assigned for all purposes and must file proofs of service within 60 days after the Complaint is filed.

Defendants shall file responsive pleadings with 30 days of service unless the parties stipulate to an extension of not more than 15 days.

IT IS HEREBY ORDERED:

1. The parties must appear for a first Case Management Conference **on October 05, 2020, 9:00 AM, Paso Robles Department 2** THE PARTIES OR THEIR ATTORNEYS MUST APPEAR AT THE CASE MANAGEMENT CONFERENCE. For information about telephone appearances call **COURTCALL** at (888)882-6878.
2. Parties are responsible for reviewing and following the Case Management Order of the assigned judge. The orders are located at <https://www.slo.courts.ca.gov/os/tentativerulings.htm>
3. Each party must file and serve a Case Management Statement at least 15 days before the conference.
4. The person appearing at the first Case Management Conference must be familiar with the case and prepared to discuss suitability of the case for mediation, binding arbitration, judicial arbitration or some form of alternative dispute resolution.
5. Trial will be set within the 11th or 12th month after the filing of the Complaint. Counsel must arrange their schedules, reserve dates with witnesses and schedule trial preparation with this in mind. Continuances will be granted only on a clear showing of good cause.
6. All law and motion matters will be calendared in the department of the assigned judge and filed with the Clerk's office.
7. Each party should be prepared to show cause why sanctions should not be imposed for a failure to comply with these rules. **LIMITED JURISDICTION ONLY:** unless the parties have entered into arbitration as required by Local Rules 9.00 and 26.00.

