

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO): Compass Health, Inc.; and Does 1
through 20, inclusive,

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

Tam Farias, individually and on behalf of all
others similarly situated,

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

**ELECTRONICALLY
FILED
8/12/2020 9:47 AM**

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 desechar el caso.

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

CASE NUMBER:
(Número del Caso): 20CV-0427

1050 Monterey Street,
San Luis Obispo, CA 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):
Jonathan M. Lebe, 777 S. Alameda Street, 2nd Floor, Los Angeles, CA 90021

DATE: 8/12/2020 9:47 AM
(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):

Jonathan M. Lebe (State Bar No. 284605)
Jon@lebelaw.com
Lebe Law, APLC
777 S. Alameda Street, Second Floor
Los Angeles, CA 90021
Telephone: (213) 358-7046

**ELECTRONICALLY
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8/12/2020 9:47 AM**

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

Attorneys for Plaintiff Tam Farias,
individually and on behalf of all others similarly situated

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

Tam Farias, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

Compass Health, Inc.; and Does 1 through
20, inclusive,

Defendants.

Case No. 20CV-0427

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Pay Reporting Time Pay;
4. Failure to Pay All Wages;
5. Failure to Provide Meal Periods;
6. Failure to Permit Rest Breaks;
7. Failure to Provide Accurate Itemized Wage Statements;
8. Failure to Reimburse All Business Expenses;
9. Failure to Pay All Wages Due Upon Separation of Employment; and
10. Violation of Business and Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff Tam Farias, individually and on behalf of others similarly situated, alleges as
2 follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Tam Farias (“Plaintiff”) brings this putative class action against
5 defendants Compass Health, Inc., and DOES 1 through 20, inclusive (collectively,
6 “Defendants”), on behalf of herself individually and a putative class of non-exempt employees
7 employed by Defendants.

8 2. Defendants operate skilled nursing facilities in California.

9 3. Through this action, Plaintiff alleges that Defendants have engaged in a
10 systematic pattern of wage and hour violations under the California Labor Code and Industrial
11 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate
12 unfair competition.

13 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have
14 increased their profits by violating state wage and hour laws by, among other things:

15 (a) Failing to pay minimum wages;

16 (b) Failing to pay overtime and doubletime wages;

17 (c) Failing to provide meal periods or compensation in lieu thereof;

18 (d) Failing to authorize or permit rest breaks or provide compensation in lieu thereof;

19 (e) Failing to provide accurate itemized wage statements;

20 (f) Failing to reimburse for all business expenses; and

21 (g) Failing to pay all wages due upon separation of employment.

22 5. Defendants maintained and enforced against the class the following unlawful
23 practices and policies, in violation of California state wage and hour laws:

24 (a) Defendants forced class members to submit to unpaid health screenings when
25 leaving the facility at the beginning and end of their shifts and during meal and
26 rest breaks.

27 ///

28 ///

- 1 (b) Although class members were under Defendants' control while waiting in line
2 for and undergoing these health screenings, Defendants did not compensate
3 class members for this time worked.
- 4 (c) Defendants forced class members to go through these same health screenings
5 when leaving for their meal and rest periods. The health screenings, coupled
6 with Defendants' other meal and rest period policies, shorten the Class
7 Members' meal and rest periods to less than the amount of time required under
8 California law.
- 9 (d) Defendants more generally failed to provide meal and rest in violation of
10 California law. Based on the lack of proper coverage, requirements to be
11 responsive to communication devices (e.g., radios, beepers, walkie-talkies, etc.)
12 and the scheduling of meal periods during these employees' shifts, Plaintiff and
13 Class Members were not able to take required off-duty meal periods during their
14 shifts. Class Members were also routinely denied a second meal break for shifts
15 lasting longer than ten hours. When Class Members suffered meal and rest
16 period violations, Defendants failed to pay an additional hour of pay at the
17 regular rate of pay to Class Members.
- 18 (e) Defendants have also subjected Plaintiff and other Class Members to a uniform
19 policy and practice of unlawful time rounding and manipulation. That is,
20 Defendants rounded the hours worked of Plaintiff and other Class Members to
21 the nearest quarter of an hour, or otherwise manipulated the reported hours,
22 which over time, unlawfully favored Defendant and resulted in time loss to the
23 employees, including Plaintiff. This rounding policy was not neutral on its face
24 or in application and resulted in cumulative loss of time to the employees.
- 25 (f) Defendants also failed to pay all Reporting Time Pay to Class Members in
26 violation of Section 5 of the applicable Wage Order. Defendants required Class
27 Members to report to work on the day of their scheduled shift or be on call, and
28 did not put them to work or furnished less than half of their usual day's work,

1 and did not pay them their required Reporting Time Pay of at least two (2) hours
2 nor more than four (4) hours at the employee's regular rate of pay.

3 (a) Defendants have failed to reimburse Plaintiff and class members for all business
4 expenses, including masks, gloves and any other Personal Protective Equipment
5 ("PPE").

6 6. Plaintiff brings this lawsuit seeking monetary relief against Defendants on
7 behalf of himself and all others similarly situated in California to recover, among other things,
8 unpaid wages and benefits, interest, attorneys' fees, costs and expenses and penalties pursuant
9 to Labor Code §§ 201-203, 204, 210, 226, 226.7, 510, 512, 1194, 1194.2, 1197 and 1198.

10 **JURISDICTION AND VENUE**

11 7. This is a class action, pursuant to California Code of Civil Procedure § 382. The
12 monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional limits
13 of the Superior Court and will be established according to proof at trial.

14 8. This Court has jurisdiction over this action pursuant to the California
15 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all
16 causes except those given by statutes to other courts. The statutes under which this action is
17 brought do not specify any other basis for jurisdiction.

18 9. This Court has jurisdiction over all Defendants because, upon information and
19 belief, they are citizens of California, have sufficient minimum contacts in California or
20 otherwise intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice.

23 10. Venue is proper in this Court because, upon information and belief, Defendants
24 reside, transact business or have offices in this county and the acts and omissions alleged herein
25 took place in this county.

26 **THE PARTIES**

27 11. Plaintiff is a citizen of California. Plaintiff was employed by Defendants during
28 the Class Period in California.

1 12. Plaintiff is informed and believes, and thereon alleges, that Defendants at all
2 times hereinafter mentioned, were and are employers as defined in and subject to the Labor
3 Code and IWC Wage Orders, whose employees were and are engaged throughout this county
4 and the State of California.

5 13. Plaintiff is unaware of the true names or capacities of the defendants sued herein
6 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
7 Complaint and serve such fictitiously named defendants once their names and capacities
8 become known.

9 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
10 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
11 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant
12 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as
13 the employer and/or joint employer of Plaintiff and the class members.

14 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the
15 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
16 Does 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
17 the other's behalf. The acts of any and all Defendants were in accordance with, and represent,
18 the official policy of Defendants.

19 16. At all relevant times, Defendants, and each of them, acted within the scope of
20 such agency or employment, or ratified each and every act or omission complained of herein.
21 At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
22 each and all the other Defendants in proximately causing the damages herein alleged.

23 17. Plaintiff is informed and believes, and thereon alleges, that each of said
24 Defendants is in some manner intentionally, negligently or otherwise responsible for the acts,
25 omissions, occurrences and transactions alleged herein.

26 **CLASS ACTION ALLEGATIONS**

27 18. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of
28 himself and all others similarly situated who were affected by Defendants' Labor Code,

1 Business and Professions Code §§ 17200 and IWC Wage Order violations.

2 19. All claims alleged herein arise under California law for which Plaintiff seeks
3 relief authorized by California law.

4 20. Plaintiff's proposed Class consists of and is defined as follows:

5 Class

6 All current and former non-exempt employees who worked for
7 Defendants in the State of California from April 6, 2016 to the date of
trial.¹

8 Plaintiff also seeks to certify the following Subclass of employees:

9 Waiting Time Subclass

10 All members of the Class who separated their employment from Defendants
within three years prior to the filing of this action to the date of class certification.

11 21. Members of the Class and Subclass described above will be collectively referred
12 to as "class members." Plaintiff reserves the right to establish other or additional subclasses, or
13 modify any Class or Subclass definition, as appropriate based on investigation, discovery and
14 specific theories of liability.

15 22. This action has been brought and may properly be maintained as a class action
16 under the California Code of Civil Procedure § 382 because there are common questions of law
17 and fact as to the Class that predominate over questions affecting only individual members
18 including, but not limited to:

19 (a) Whether Defendants paid Plaintiff and class members all minimum wage
20 compensation;

21 (b) Whether Defendants paid Plaintiff and class members overtime and doubletime
22 compensation at the proper rates;

23 (c) Whether Defendants deprived Plaintiff and class members of compliant meal
24 periods or required Plaintiff and class members to work through meal periods
25 without compensation;

26 (d) Whether Defendants deprived Plaintiff and class members of compliant rest

27 ¹ The statute of limitations for this matter was tolled pursuant to Cal. Rules of Court, Appendix I,
28 Emergency Rule No. 9.

breaks;

(e) Whether Defendants failed to timely pay Plaintiff and former class members all wages due upon termination or within 72 hours of resignation;

(f) Whether Defendants failed to furnish Plaintiff and class members with accurate, itemized wage statements;

(g) Whether Defendants failed to reimburse Plaintiff and class members for business expenses; and

(h) Whether Defendants engaged in unfair business practices in violation of Business & Professions Code §§ 17200, *et seq.*

23. There is a well-defined community of interest in this litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class are so numerous that joinder of all members is impractical. Although the members of the Class are unknown to Plaintiff at this time, on information and belief, the Class is estimated to be greater than 100 individuals. The identity of the class members are readily ascertainable by inspection of Defendants' employment and payroll records.

(b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the claims (or defenses, if any) of the Class because Defendants' failure to comply with the provisions of California wage and hour laws entitled each class member to similar pay, benefits and other relief. The injuries sustained by Plaintiff are also typical of the injuries sustained by the Class because they arise out of and are caused by Defendants' common course of conduct as alleged herein.

(c) Adequacy: Plaintiff is qualified to, and will fairly and adequately represent and protect the interests of all members of the Class because it is in his best interest to prosecute the claims alleged herein to obtain full compensation and penalties due to him and the Class. Plaintiff's attorneys, as proposed

1 class counsel, are competent and experienced in litigating large
2 employment class actions and are versed in the rules governing class action
3 discovery, certification and settlement. Plaintiff has incurred and,
4 throughout the duration of this action, will continue to incur attorneys' fees
5 and costs that have been and will be necessarily expended for the
6 prosecution of this action for the substantial benefit of each class member.

7 (d) Superiority: The nature of this action makes the use of class action
8 adjudication superior to other methods. A class action will achieve
9 economies of time, effort and expense as compared with separate lawsuits,
10 and will avoid inconsistent outcomes because the same issues can be
11 adjudicated in the same manner and at the same time for each Class. If
12 appropriate this Court can, and is empowered to, fashion methods to
13 efficiently manage this case as a class action.

14 (e) Public Policy Considerations: Employers in the State of California and
15 other states violate employment and labor laws every day. Current
16 employees are often afraid to assert their rights out of fear of direct or
17 indirect retaliation. Former employees are fearful of bringing actions
18 because they believe their former employers might damage their future
19 endeavors through negative references and/or other means. Class actions
20 provide the class members who are not named in the complaint with a
21 type of anonymity that allows for the vindication of their rights at the
22 same time as affording them privacy protections.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY MINIMUM WAGES**

25 **(Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order § 3)**

26 24. Plaintiff hereby re-allege and incorporate by reference all paragraphs above as
27 though fully set forth herein.

1 25. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
2 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
3 wage than the minimum so fixed is unlawful.

4 26. During the relevant time period, Defendants paid Plaintiff and class members
5 less than minimum wages when, for example, Defendants required Plaintiff and class members
6 to work off-the-clock during meal breaks, during health screenings when Plaintiff and class
7 members were under Defendants' control. To the extent these hours do not qualify for the
8 payment of overtime or doubletime, Plaintiff and class members were not being paid at least
9 minimum wage for their work.

10 27. During the relevant time period, Defendants regularly failed to pay at least
11 minimum wage to Plaintiff and class members for all hours worked pursuant to Labor Code
12 §§ 1194 and 1197.

13 28. Defendants' failure to pay Plaintiff and class members the minimum wage as
14 required violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and class
15 members are entitled to recover the unpaid balance of their minimum wage compensation as
16 well as interest, costs and attorney's fees.

17 29. Pursuant to Labor Code § 1194.2, Plaintiff and class members are entitled to
18 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
19 thereon.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY OVERTIME WAGES**

22 **(Violation of Labor Code §§ 510, 1194 and 1198; Violation of IWC Wage Order)**

23 30. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
24 though fully set forth herein.

25 31. Labor Code § 1198 and the applicable IWC Wage Order provide that it is
26 unlawful to employ persons without compensating them at a rate of pay either one and one-half
27 or two times the person's regular rate of pay, depending on the number of hours worked by the
28 person on a daily or weekly basis.

1 32. Pursuant to California Labor Code §§ 510 and 1194, during the relevant time
2 period, Defendants were required to compensate Plaintiff and class members for all overtime
3 hours worked, calculated at one and one-half (1½) times the regular rate of pay for hours
4 worked in excess of eight (8) hours per day and/or forty (40) hours per week and for the first
5 eight (8) hours of the seventh consecutive work day, with doubletime after eight (8) hours on
6 the seventh day of any work week, or after twelve (12) hours in any work day.

7 33. Plaintiff and class members were non-exempt employees entitled to the
8 protections of California Labor Code §§ 510 and 1194.

9 34. In violation of state law, Defendants have knowingly and willfully refused to
10 perform their obligations and compensate Plaintiff and class members for all wages earned as
11 alleged above.

12 35. Defendants' failure to pay Plaintiff and class members the unpaid balance of
13 overtime and doubletime compensation, as required by California law, violates the provisions
14 of Labor Code §§ 510 and 1198, and is therefore unlawful.

15 36. Pursuant to Labor Code § 1194, Plaintiff and class members are entitled to
16 recover their unpaid overtime and doubletime compensation as well as interest, costs and
17 attorneys' fees.

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PAY REPORTING TIME PAY**

20 **(Violation of Labor Code § 1198; Violation of IWC Wage Order)**

21 37. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
22 though fully set forth herein.

23 38. Cal Labor Code § 1198 prohibits employers from violating the IWC Wage Orders.

24 39. Section 5 of the applicable IWC Wage Order requires that on each workday that an
25 employee reports for work as scheduled but is not put to work or is furnished less than half of the
26 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
27 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours at
28

1 the employee's regular rate of pay, which shall not be less than the minimum wage. Section 5 of
2 the applicable Wage Order denominates this as "Reporting Time Pay."

3 40. During the Class Period, Plaintiff and class members were required to report to
4 work but were not put to work and would be sent home early. Accordingly, for those times that
5 Plaintiffs and class members were required to report to work but were not put to work or were
6 furnished with less than half of their usual scheduled day's work, Plaintiffs and class members are
7 entitled to recover from Defendant compensation for half a day's work, plus interest thereon,
8 together with their reasonable attorneys' fees and costs.

9
10 **FOURTH CAUSE OF ACTION**

11 **FAILURE TO TIMELY PAY ALL EARNED WAGES**

12 **(Violation of Labor Code §§ 204 and 210; Violation of IWC Wage Order)**

13 41. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
14 though fully set forth herein.

15 42. Labor Code § 204 provides that all wages earned by an employee are due and
16 payable twice during each calendar month.

17 43. Defendants failed to timely pay Plaintiff and class members all of their earned
18 wages as required by Labor Code Section 204.

19 44. Plaintiff and class members have been deprived of their rightfully earned wages
20 as a direct and proximate result of Defendants' failure to pay said compensation. Plaintiff and
21 class members are entitled to recover such amounts, plus interest thereon, attorney's fees and
22 costs.

23 45. In addition, Plaintiff and class members are entitled to penalties pursuant to
24 Labor Code § 210 as follows: (1) for Defendants' initial violation, \$100 for each failure to pay
25 each Class Member; and (2) for each of Defendants' subsequent violations, or any willful or
26 intentional violation, \$200 for each failure to pay each class member, plus 25 percent of the
27 amount unlawfully held.
28

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order)**

4 46. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 47. Labor Code § 226.7 provides that no employer shall require an employee to work
7 during any meal period mandated by the IWC Wage Orders.

8 48. Section 11 of the applicable IWC Wage Order states, “no employer shall employ
9 any person for a work period of more than five (5) hours without a meal period of not less than
10 30 minutes, except that when a work period of not more than six (6) hours will complete the
11 day’s work the meal period may be waived by mutual consent of the employer and the
12 employee.”

13 49. Labor Code § 512(a) provides that an employer may not require, cause or permit
14 an employee to work for a period of more than five (5) hours per day without providing the
15 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
16 the total work period per day of the employee is not more than six (6) hours, the meal period
17 may be waived by mutual consent of both the employer and the employee.

18 50. Labor Code § 512(a) also provides that an employer may not employ an
19 employee for a work period of more than ten (10) hours per day without providing the employee
20 with a second meal period of not less than thirty (30) minutes, except that if the total hours
21 worked is no more than twelve (12) hours, the second meal period may be waived by mutual
22 consent of the employer and the employee only if the first meal period was not waived.

23 51. During the relevant time period, Plaintiff and class members did not receive
24 compliant meal periods for each five hours worked per day as a result of, among other things,
25 lack of proper coverage and scheduling of meal periods during these employees’ shifts.
26 Defendants have also required class members to be “on duty” during meal and rest periods such
27 that they have not been provided with legally compliant meal and rest periods under California
28 law. Finally, Defendants also routinely failed to provide Plaintiff and class members with a

1 second, off-the-clock meal break for shifts lasting longer than ten hours.

2 52. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
3 an employer to pay an employee one additional hour of pay at the employee's regular rate of
4 compensation for each work day that a meal period is not provided.

5 53. At all relevant times, Defendants failed to pay Plaintiff and class members all
6 meal period premiums due for meal period violations pursuant to Labor Code § 226.7(b) and
7 section 11 of the applicable IWC Wage Order.

8 54. As a result of Defendants' failure to pay Plaintiff and class members an
9 additional hour of pay for each day a meal period was not provided, Plaintiff and class members
10 suffered and continue to suffer a loss of wages and compensation.

11 **SIXTH CAUSE OF ACTION**

12 **FAILURE TO PERMIT REST BREAKS**

13 **(Violation of Labor Code §§ 226.7; Violation of IWC Wage Order)**

14 55. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
15 though fully set forth herein.

16 56. Labor Code § 226.7(a) provides that no employer shall require an employee to
17 work during any rest period mandated by the IWC Wage Orders.

18 57. Section 12 of the applicable IWC Wage Order states "every employer shall
19 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
20 the middle of each work period" and the "authorized rest period time shall be based on the total
21 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
22 fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

23 58. During the relevant time period, Plaintiff and class members did not receive a ten
24 (10) minute rest period for every four (4) hours or major fraction thereof worked.

25 59. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order
26 requires an employer to pay an employee one additional hour of pay at the employee's regular
27 rate of compensation for each workday that the rest period is not provided.

28 60. At all relevant times, Defendants failed to pay Plaintiff and class members all

1 rest period premiums due for rest period violations pursuant to Labor Code § 226.7(b) and
2 section 12 of the applicable IWC Wage Order.

3 61. As a result of Defendants' failure to pay Plaintiff and class members an
4 additional hour of pay for each day a rest period was not provided, Plaintiff and class members
5 suffered and continue to suffer a loss of wages and compensation.

6 **SEVENTH CAUSE OF ACTION**

7 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

8 **(Violation of Labor Code § 226; Violation of IWC Wage Order)**

9 62. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
10 though fully set forth herein.

11 63. Labor Code § 226(a) requires Defendants to provide each employee with an
12 accurate wage statement in writing showing nine pieces of information, including: (1) gross
13 wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units
14 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
15 deductions, provided that all deductions made on written orders of the employee may be
16 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
17 for which the employee is paid, (7) the name of the employee and the last four digits of his or
18 her social security number or an employee identification number other than a social security
19 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
20 hourly rates in effect during the pay period and the corresponding number of hours worked at
21 each hourly rate by the employee.

22 64. During the relevant time period, Defendants have knowingly and intentionally
23 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff
24 and class members. The deficiencies include, among other things, the failure to correctly state
25 the gross and net wages earned, accurate inclusive dates of the pay period, and all applicable
26 hourly rates in effect and the number of hours worked at each hourly rate by Plaintiff and class
27 members.

28 65. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff

1 and class members have suffered injury and damage to their statutorily protected rights.
2 Specifically, Plaintiff and class members have been injured by Defendants' intentional
3 violation of California Labor Code § 226(a) because they were denied both their legal right to
4 receive, and their protected interest in receiving, accurate itemized wage statements under
5 California Labor Code § 226(a). Plaintiff has had to file this lawsuit in order to determine the
6 extent of the underpayment of wages, thereby causing Plaintiff to incur expenses and lost time.
7 Plaintiff would not have had to engage in these efforts and incur these costs had Defendants
8 provided the accurate wages earned. This has also delayed Plaintiff's ability to demand and
9 recover the underpayment of wages from Defendants.

10 66. California Labor Code § 226(a) requires an employer to pay the greater of all
11 actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred,
12 and one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods,
13 plus attorney's fees and costs, to each employee who was injured by the employer's failure to
14 comply with California Labor Code § 226(a).

15 67. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff
16 and class members from knowing, understanding and disputing the wages paid to them, and
17 resulted in an unjustified economic enrichment to Defendants. As a result of Defendants'
18 knowing and intentional failure to comply with California Labor Code § 226(a), Plaintiff and
19 class members have suffered an injury, and the exact amount of damages and/or penalties is all
20 in an amount to be shown according to proof at trial.

21 68. Plaintiff and class members are also entitled to injunctive relief under California
22 Labor Code § 226(h), compelling Defendants to comply with California Labor Code § 226, and
23 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

24 **EIGHTH CAUSE OF ACTION**

25 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

26 **(Violation of Labor Code §§ 2800, 2802, and the Applicable IWC Wage Order § 9)**

27 69. Plaintiff re-alleges and incorporates by this reference each and every allegation
28 set forth in all previous paragraphs of the Complaint.

1 70. Labor Code § 2800 provides, in pertinent part, “[a]n employer shall in all cases
2 indemnify his employee for losses caused by the employer’s want of ordinary care.”

3 71. Labor Code § 2802 provides, in pertinent part, “[a]n employer shall indemnify
4 his or her employee for all necessary expenditures or losses incurred by the employee in direct
5 consequence of the discharge of his or her duties...”

6 72. Further, Labor Code § 2802 additionally provides, in pertinent part: “(c)...the
7 term ‘necessary expenditures or losses’ shall include all reasonable costs, including but not
8 limited to, attorney’s fees incurred by the employee enforcing the rights granted by this
9 section.”

10 73. The Applicable IWC Wage Order § 9 provides that: “When tools or equipment
11 are required by the employer or are necessary to the performance of a job, such tools and
12 equipment shall be provided and maintained by the employer . . .”

13 74. California Labor Code section 2804 mandates that this statutory right cannot be
14 waived.

15 75. During the relevant time period, Defendants were required to indemnify and
16 reimburse Plaintiff and members of the Plaintiff Class for all expenditures or losses caused by
17 the employer’s want of ordinary care and/or incurred in direct consequent of the discharge of
18 their duties, but failed to indemnify and reimburse Plaintiff and members of the Plaintiff Class.

19 76. As a direct and proximate result, Plaintiff and members of the Plaintiff Class
20 have suffered, and continue to suffer, substantial losses, related to the use and enjoyment of
21 such monies to be reimbursed, lost interest on such monies, and expenses and attorney’s fees in
22 seeking to compel Defendants to fully perform their obligations under California law, all to
23 their damage in amounts according to proof at the time of trial.

24 77. Accordingly, Plaintiff and members of the Plaintiff Class are entitled to recover,
25 and hereby seek, an amount equal to incurred necessary expenditures, pre- and post-judgment
26 interest, applicable penalties, attorneys’ fees and costs, and any further equitable relief this
27 Court may deem just and proper. *See* Cal. Lab. Code § 2802, *see also*, Cal. Civ. Proc. Code §
28 1021.5.

1 78. Plaintiff, on behalf of himself and members of the Plaintiff Class, requests relief
2 as described below.

3 **NINTH CAUSE OF ACTION**

4 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF**
5 **EMPLOYMENT AND WITHIN THE REQUIRED TIME**

6 **(Violation of Labor Code §§ 201, 202 and 203; Violation of IWC Wage Order)**

7 79. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
8 though fully set forth herein.

9 80. California Labor Code §§ 201 and 202 provide that if an employer discharges an
10 employee, the wages earned and unpaid at the time of discharge are due and payable
11 immediately, and that if an employee voluntarily leaves his employment, his wages shall
12 become due and payable not later than seventy-two (72) hours thereafter, unless the employee
13 has given seventy-two (72) hours previous notice of his intention to quit, in which case the
14 employee is entitled to his wages at the time of quitting.

15 81. During the relevant time period, Defendants willfully failed to pay Plaintiff and
16 Waiting Time Subclass members all their earned wages upon termination including, but not
17 limited to, proper minimum wages, Reporting Time Pay, and overtime and doubletime
18 compensation, either at the time of discharge or within seventy-two (72) hours of their leaving
19 Defendants' employ.

20 82. Defendants' failure to pay Plaintiff and Waiting Time Subclass members all
21 their earned wages at the time of discharge or within seventy-two (72) hours of their leaving
22 Defendants' employ is in violation of Labor Code §§ 201 and 202.

23 83. California Labor Code § 203 provides that if an employer willfully fails to pay
24 wages owed immediately upon discharge or resignation in accordance with Labor Code §§ 201
25 and 202, then the wages of the employee shall continue as a penalty from the due date at the
26 same rate until paid or until an action is commenced; but the wages shall not continue for more
27 than thirty (30) days.

28 84. Plaintiff and Waiting Time Subclass members are entitled to recover from

1 Defendants the statutory penalty which is defined as Plaintiff's and Waiting Time Subclass
2 members' regular daily wages for each day they were not paid, at their regular hourly rate of
3 pay, up to a thirty (30) day maximum pursuant to Labor Code § 203.

4 **TENTH CAUSE OF ACTION**

5 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**

6 85. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
7 though fully set forth herein.

8 86. Defendants' conduct, as alleged herein, has been and continues to be unfair,
9 unlawful and harmful to Plaintiff and class members. Plaintiff seek to enforce important rights
10 affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

11 87. Defendants' activities, as alleged herein, violate California law and constitute
12 unlawful business acts or practices in violation of California Business and Professions Code
13 §§ 17200, *et seq.*

14 88. A violation of Business and Professions Code §§ 17200, *et seq.* may be
15 predicated on the violation of any state or federal law.

16 89. Defendants' policies and practices have violated state law in at least the
17 following respects:

18 (a) Failing to pay all minimum wages owed to Plaintiff and class members in
19 violation of Labor Code §§ 1194.2, and 1197;

20 (b) Failing to pay all overtime and doubletime wages at the proper rate to Plaintiff
21 and class members in violation of Labor Code §§ 510, 1194 and 1198;

22 (c) Failing to provide timely meal periods without paying Plaintiff and class
23 members premium wages for every day said meal periods were not provided in violation of
24 Labor Code §§ 226.7 and 512;

25 (d) Failing to authorize or permit rest breaks without paying Plaintiff and class
26 members premium wages for every day said rest breaks were not authorized or permitted in
27 violation of Labor Code § 226.7;

28 (e) Failing to provide Plaintiff and class members with accurate itemized wage

1 statements in violation of Labor Code § 226; and

2 (e) Failing to timely pay all earned wages to Plaintiff and Waiting Time Subclass
3 members upon separation of employment in violation of Labor Code §§ 201, 202 and 203.

4 90. Defendants intentionally avoided paying Plaintiff and class members' wages and
5 monies, thereby creating for Defendants an artificially lower cost of doing business in order to
6 undercut their competitors and establish and gain a greater foothold in the marketplace.

7 91. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiff and class
8 members are entitled to restitution of the wages unlawfully withheld and retained by
9 Defendants during a period that commences four years prior to the filing of the Complaint; an
10 award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other
11 applicable laws; and an award of costs.

12 **PRAYER FOR RELIEF**

13 Plaintiff, on his own behalf and on behalf of all others similarly situated, pray for relief
14 and judgment against Defendants, jointly and severally, as follows:

15 1. For certification of this action as a class action, including certifying the Class
16 and Subclass alleged by Plaintiff;

17 2. For appointment of Tam Farias as the class representatives;

18 3. For appointment of Lebe Law, APLC as class counsel for all purposes;

19 4. For compensatory damages in an amount according to proof with interest
20 thereon;

21 5. For economic and/or special damages in an amount according to proof with
22 interest thereon;

23 6. For reasonable attorneys' fees, costs of suit and interest to the extent permitted
24 by law, including pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 226(e) and
25 1194;

26 7. For statutory penalties to the extent permitted by law, including those pursuant
27 to the Labor Code and IWC Wage Orders;

28 8. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

1 9. For an order requiring Defendants to restore and disgorge all funds to each
2 employee acquired by means of any act or practice declared by this Court to be unlawful, unfair
3 or fraudulent and, therefore, constituting unfair competition under Business and Professions
4 Code §§ 17200, *et seq.*;

5 10. For an award of damages in the amount of unpaid compensation including, but
6 not limited to, unpaid wages, benefits and penalties, including interest thereon;

7 11. For pre-judgment interest; and

8 12. For such other relief as the Court deems just and proper.

9
10 Dated: August 11, 2020

Lebe Law, APLC

11
12 By: _____


Jonathan M. Lebe

Attorney for Plaintiff Tam Farias,
Individually and on behalf of all others similarly
situated

13
14
15
16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

18 Dated: August 11, 2020

Lebe Law, APLC

19
20 By: _____


Jonathan M. Lebe

Attorney for Plaintiff Tam Farias,
Individually and on behalf of all others similarly
situated

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jonathan M. Lebe (SBN 284605) Lebe Law, APLC 777 S. Alameda Street, 2nd Floor, Los Angeles, CA 90021		FOR COURT USE ONLY	
TELEPHONE NO.: (213) 357-7056 FAX NO.: ATTORNEY FOR (Name): Plaintiff Tam Farias		ELECTRONICALLY FILED 8/12/2020 9:47 AM  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: 1050 Monterey Street CITY AND ZIP CODE: San Luis Obispo, CA 93408 BRANCH NAME: Civil and Family Branch			
CASE NAME: Tam Farias v. Compass Health, Inc.			
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)	
		CASE NUMBER: 20CV-0427 JUDGE: DEPT:	

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):
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: August 11, 2020
 Jonathan M. Lebe

(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	
Tam Farias vs. Compass Health Inc	CASE NUMBER 20CV-0427
	Case Management Conference

8/13/2020

NOTICE OF ASSIGNMENT AND CASE MANAGEMENT CONFERENCE

This case is assigned to **Judge Garrett, Ginger E.** 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 December 16, 2020, 9:00 AM, San Luis Obispo 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.

