


Deputy
Karin Noble

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 Plaintiffs

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

RACE SLATER, SHEALIA HEARD,
individually, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

WARMERDAM PACKING, LP, a
California limited partnership; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 20C-0013

Honorable Kathy Ciuffini
Department 10

**FIRST AMENDED 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

COME NOW, Plaintiffs RACE SLATER (“Plaintiff SLATER”) and Plaintiff SHEALIA HEARD (“Plaintiff HEARD” and collectively as “Plaintiffs”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and allege 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 Plaintiffs 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 Kings. The majority of the acts and omissions alleged herein relating to Plaintiffs and the other aggrieved employees took place in the State of California, including the County of Kings. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Kings.

PARTIES

5. Plaintiff RACE SLATER is an individual residing in the State of California, County of Kings.

6. Plaintiff SHEALIA HEARD is an individual residing in the State of California, County of Kings.

7. Defendant WARMERDAM PACKING, LP 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 Kings.

8. At all relevant times, WARMERDAM PACKING, LP was the “employer” of Plaintiffs within the meaning of all applicable state laws and statutes.

9. At all times herein relevant, WARMERDAM PACKING, LP 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.

10. 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. Plaintiffs are 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 Plaintiffs as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

11. WARMERDAM PACKING, LP and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

12. Plaintiffs further allege 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 Plaintiffs 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

13. At all times herein set forth, PAGA was applicable to Plaintiffs' employment by Defendants.

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

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

16. Plaintiffs were employed by Defendants and the alleged violation was committed against them during their time of employment and they are, therefore, aggrieved employees. Plaintiffs and the other 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 were committed against them.

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

- a. The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the Labor & Workforce Development Agency (hereinafter "LWDA") and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

///

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

18. On November 7, 2019, Plaintiff SLATER provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant WARMERDAM PACKING, LP 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.

19. On June 10, 2020, Plaintiff HEARD provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant WARMERDAM PACKING, LP 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.

20. Therefore, Plaintiffs SLATER and HEARD have 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

21. At all relevant times set forth herein, Defendants employed Plaintiffs and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California (hereinafter collectively referred to as the “other aggrieved employees”).

22. Defendants, jointly and severally, employed Plaintiff SLATER as an hourly-paid, non-exempt employee from approximately May 2019 to approximately July 2019 in the State of California, County of Kings.

23. Defendants, jointly and severally, employed Plaintiff HEARD as an hourly-paid, non-exempt employee from approximately May 2015 to approximately June 2015 and from approximately April 2019 to approximately August 2019 in the State of California, County of Kings.

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

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

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

27. Defendants directly hired and paid wages and benefits to Plaintiffs and the other aggrieved employees.

28. Defendants continue to employ hourly-paid or non-exempt employees, within the State of California.

29. Plaintiffs 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.

30. Plaintiffs are 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.

31. Plaintiffs are informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to

1 receive certain wages for overtime compensation and that they were not receiving wages for
2 overtime compensation.

3 32. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
4 failed to provide Plaintiffs and the other aggrieved employees the required rest and meal
5 periods during the relevant time period as required under the Industrial Welfare Commission
6 Wage Orders and thus they are entitled to any and all applicable penalties.

7 33. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiffs and the other aggrieved employees were entitled to
9 receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other
10 aggrieved employee's regular rate of pay when a meal period was missed, and they did not
11 receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other
12 aggrieved employee's regular rate of pay when a meal period was missed.

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

19 35. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiffs and the other aggrieved employees were entitled to
21 receive at least minimum wages for compensation and that they were not receiving at least
22 minimum wages for all hours worked.

23 36. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiffs and the other aggrieved employees were entitled to
25 receive all wages owed to them upon discharge or resignation, including overtime and
26 minimum wages and meal and rest period premiums, and they did not, in fact, receive all such
27 wages owed to them at the time of their discharge.

28 ///

1 37. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiffs and the other aggrieved employees were entitled to
3 receive all wages owed to them during their employment. Plaintiffs and the other aggrieved
4 employees did not receive payment of all wages, including overtime and minimum wages and
5 meal and rest period premiums, within any time permissible under California Labor Code
6 section 204.

7 38. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiffs and the other aggrieved employees were entitled to
9 receive complete and accurate wage statements in accordance with California law, but, in fact,
10 they did not receive complete and accurate wage statements from Defendants. The deficiencies
11 included, *inter alia*, the failure to include the total number of hours worked by Plaintiffs and
12 the other aggrieved employees.

13 39. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Defendants had to keep complete and accurate payroll records
15 for Plaintiffs and the other aggrieved employees in accordance with California law, but, in fact,
16 did not keep complete and accurate payroll records.

17 40. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiffs and the other aggrieved employees were entitled to
19 reimbursement for necessary business-related expenses and costs.

20 41. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that they had a duty to compensate Plaintiffs and the other
22 aggrieved employees pursuant to California law, and that Defendants had the financial ability
23 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
24 falsely represented to Plaintiffs and the other aggrieved employees that they were properly
25 denied wages, all in order to increase Defendants' profits.

26 42. At all material times set forth herein, Defendants failed to pay overtime wages
27 to Plaintiffs and the other aggrieved employees. Plaintiffs and the other aggrieved employees
28 ///

1 were required to work more than eight (8) hours per day and/or forty (40) hours per week
2 without overtime compensation.

3 43. At all material times set forth herein, Defendants failed to provide uninterrupted
4 meal and rest periods to Plaintiffs and the other aggrieved employees.

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

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

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

12 47. At all material times set forth herein, Defendants failed to provide complete and
13 accurate wage statements to Plaintiffs and the other aggrieved employees.

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

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

18 50. At all material times set forth herein, Defendants failed to properly compensate
19 Plaintiffs and the other aggrieved employees pursuant to California law in order to increase
20 Defendants' profits.

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

24 ///

25 ///

26 ///

27 ///

28 ///

FIRST CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

(Against WARMERDAM PACKING, LP, and DOES 1 through 100)

52. Plaintiffs incorporate 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. Plaintiffs 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 Plaintiffs 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 Plaintiffs 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).

///

Failure to Provide Rest Periods

58. Defendants' failure to provide legally required rest periods to Plaintiffs 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 Plaintiffs 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 Plaintiffs 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 Plaintiffs 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 Plaintiffs 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 Plaintiffs 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).

Failure to Reimburse Necessary Business-Related Expenses and Costs

64. Defendants' failure to reimburse Plaintiffs 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, Plaintiffs, 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 Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

67. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, request a trial by jury.

PRAYER FOR RELIEF

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

As to the First Cause of Action

1. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g), costs/expenses, and attorneys' fees for violation 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; and

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

DATED: September 14, 2020

LAWYERS for JUSTICE, PC

By: 
Edwin Aiwanian
Attorneys for Plaintiff

FIRST AMENDED
SUMMONS
(CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

WARMERDAM PACKING, LP, a California limited partnership; and
DOES 1 through 100, inclusive,

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

RACE SLATER, SHEALIA HEARD, individually, "Additional Parties
Attachment form is attached."

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

FILED

9/14/2020 4:06 PM

Michelle S. Martinez, Clerk of Court
Superior Court of the State of California
County of Kings


Deputy
Karin Noble

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): Superior Court of the State of California
County of Kings, Hanford Courthouse
1640 Kings County Drive, Hanford, California 93230

CASE NUMBER:
(Número del Caso):

20C-0013

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 Aiwarzian, 410 Arden Avenue, Suite 203, Glendale, CA 91203; Telephone (818) 265-1020

DATE: 9/14/2020 Clerk Of Court, Michelle S. Martinez
(Fecha) (Secretario)


Deputy
Karin Noble

(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):

SHORT TITLE: Slater, et al. vs. Warmerdam Packing, LP	CASE NUMBER: 20C-0013
--	--------------------------

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☒ Plaintiff
 ☐ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

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

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone (818) 265-1020
Facsimile (818) 265-1021


Deputy
Karin Noble

Attorneys for Plaintiff

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

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

Plaintiff,

vs.

WARMERDAM PACKING, LP, a California
limited partnership; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 20C-0013

Honorable Kathy Ciuffini
Department 10

PROOF OF SERVICE

Complaint Filed: January 13, 2020
Jury Trial Date: None Set

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On September 14, 2020, I served the foregoing document(s) described as:

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

on interested parties in this action by placing a true and correct copy thereof, enclosed in a sealed envelope addressed as follows:

Howard A. Sagaser
Ian B. Wieland
SAGASER, WATKINS & WIELAND
5260 North Palm Avenue, Suite 400
Fresno, CA 93704
Tel: (559)421-7000
Fax: (559)473-1483

Attorneys for Defendant Warmerdam Packing, LP

[X] BY U.S. MAIL

As follows: I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. Postal Service on that day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 14, 2020, at Glendale, California.



Sarin Yeranossian

L A W Y E R S F O R
JUSTICE
A PROFESSIONAL CORPORATION

410 WEST ARDEN AVENUE, SUITE 203
GLENDALE, CALIFORNIA 91203

Howard A. Sagaser
Ian B. Wieland
SAGASER, WATKINS & WIELAND
5260 North Palm Avenue, Suite 400
Fresno, CA 93704

