

UNITED STATES DISTRICT COURT

for the

Central District of California

Raul Martinez, Individually and on
behalf of all others similarly
situated,

Plaintiff(s)

V.

Hub Group Trucking, Inc.; Hub Group, Inc., Doing Business In California As California Hub Group,

Defendant(s)

Civil Action No. 5:20-cv-01384 JGB (KKx)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Hub Group Trucking, Inc.
Hub Group, Inc., Doing Business In California As California Hub Group
2000 Clearwater Dr
Oak Brook, IL 60523

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Jonathan Lebo (SRN 284605)

Jonathan Lebe (SBN 284605)
jon@lebelaw.com
Lebe Law, APLC
777 S. Alameda Street, Second Floor
Los Angeles, California 90021
Telephone: (213) 358-7046

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 07/13/2020

Signature of Clerk or Deputy Clerk



Civil Action No. 5:20-cv-01384 JGB (KKx)

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____ , a person of suitable age and discretion who resides there,
 on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Jonathan M. Lebe (SBN 284605)
jon@lebelaw.com
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Los Angeles, California 90021
Telephone: (213) 358-7046

Attorneys for Plaintiff Raul Martinez,
Individually and on behalf of all others similarly situated

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

Raul Martinez, Individually and on
behalf of all others similarly
situated,

Plaintiff,

vs.

Hub Group Trucking, Inc.; Hub
Group, Inc., Doing Business In
California As California Hub
Group,

Defendants.

**CLASS ACTION COMPLAINT
FOR VIOLATIONS OF THE
CALIFORNIA LABOR CODE,
FAIR LABOR STANDARDS ACT,
AND INDUSTRIAL WELFARE
COMMISSION WAGE ORDER**

DEMAND FOR JURY TRIAL

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

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Raul Martinez (“Plaintiff”) brings this putative class action
5 against Defendants Hub Group Trucking, Inc. and Hub Group, Inc., Doing
6 Business In California As California Hub Group (“Defendants”), on behalf of
7 himself individually and a putative class of drivers working for Defendants.

8 2. Defendants operate a trucking company.

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

14 4. Defendants prevented Plaintiff and putative class members from
15 taking off-duty meal and rest periods as required by California law, by requiring
16 them to be responsive to their cellular telephones and tablets while on any
17 purported breaks. Plaintiff and putative class members were forced to sign meal
18 period waivers as a condition of employment and such waivers were not signed
19 by Defendant; therefore, such waivers were not voluntary and contrary to law.
20 Defendants violated minimum wage and overtime laws under the California
21 Labor Code and Fair Labor Standards Act by requiring Plaintiff and putative class
22 members to work when they were clocked out, including during meal periods and
23 at the beginning and end of their shifts. Defendants violated the California Labor
24 Code by failing to reimburse Plaintiff and putative class members for the use of
25 cellular telephones for work purposes. Defendants illegally deducted wages from
26 putative class members related to the use of the required Comdata card, including
27 the “chargeable cash access fees” related to the use of the card. Finally,
28

1 Defendants failed to pay Plaintiff and putative class members their final wages
2 upon termination.

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

- 6 (a) Failing to pay overtime and doubletime wages at the proper rates;
- 7 (b) Failing to timely pay all earned wages;
- 8 (c) Unlawfully deducting from the wages of employees;
- 9 (d) Failing to reimburse all business expenses incurred by drivers;
- 10 (e) Failing to provide meal periods or compensation in lieu thereof;
- 11 (f) Failing to authorize or permit rest breaks or provide compensation in
12 lieu thereof;
- 13 (g) Failing to provide accurate itemized wage statements; and
- 14 (h) Failing to pay all wages due upon separation of employment.

15 6. Plaintiff brings this lawsuit seeking monetary relief against
16 Defendants on behalf of himself and all others similarly situated in California to
17 recover, among other things, unpaid wages and benefits, interest, attorneys' fees,
18 costs and expenses and penalties pursuant to Labor Code §§ 201-203, 204, 210,
19 221, 226, 226.7, 510, 511, 512, 1182.12, 1194, 1194.2, 1197 and 1198, and
20 provisions of the Fair Labor Standards Act, 29 U.S.C. § 201 et. seq. ("FLSA").

21 **JURISDICTION AND VENUE**

22 7. This Court has jurisdiction over this action pursuant to 28 U.S.C. §
23 1331, because this complaint alleges claims under the laws of the United States,
24 specifically the FLSA. This Court has jurisdiction over Plaintiff's claims under
25 California law pursuant to 28 U.S.C. § 1367(a) because they arise from the same
26 case or controversy as Plaintiff's federal claims, and both sets of claims share a
27 common nucleus of operative fact.

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1 complained of herein. At all relevant times, Defendants, and each of them, aided
2 and abetted the acts and omissions of each and all the other Defendants in
3 proximately causing the damages herein alleged.

4 15. Plaintiff is informed and believes, and thereon alleges, that each of
5 said Defendants is in some manner intentionally, negligently or otherwise
6 responsible for the acts, omissions, occurrences and transactions alleged herein.

7 **COLLECTIVE ACTION ALLEGATIONS**

8 16. Plaintiff brings the First and Second Cause of Action, pursuant to the
9 FLSA, 29 U.S.C. § 216(b), on behalf of himself and all similarly situated persons
10 who elect to opt into this action who work or have worked for Defendants as
11 drivers nationwide in the past three (3) years (“the FLSA Class”).

12 17. Defendants is liable under the FLSA for, inter alia, failing to
13 properly compensate Plaintiff and other drivers. There are many similarly
14 situated current and former drivers who have not been paid for all hours worked
15 over 40 in a workweek, or received all minimum wages, in violation of the FLSA
16 who would benefit from the issuance of a court-supervised notice regarding the
17 present lawsuit and the opportunity to join it. Those similarly situated employees
18 are known to Defendant, are readily identifiable, and can be located through
19 Defendants’ records, such that notice should be sent to them pursuant to 29
20 U.S.C. § 216(b).

21 **CALIFORNIA CLASS ALLEGATIONS**

22 18. Plaintiff brings the Third, Fourth, Fifth, Sixth, Seventh, Eighth,
23 Ninth, Tenth, and Eleventh Causes of Action under Rule 23 of the Federal Rules
24 of Civil Procedure on behalf of himself and all persons who have worked for
25 Defendants as drivers in California from April 6, 2016¹ until the entry of
26

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

1 judgment (the “California Class”).

2 19. Excluded from the California Class are Defendants’ legal
3 representatives, officers, directors, assigns, and successors, or any individual who
4 has, or who at any time during the class period has had, a controlling interest in
5 Defendant; the Judge(s) to whom this case is assigned and any member of the
6 Judges’ immediate family; and all persons who will submit timely and otherwise
7 proper requests for exclusion from the California Class.

8 20. The persons in the California Class identified above are so numerous
9 that joinder of all members is impracticable. The Plaintiff is informed and
10 believes, and on that basis alleges, that Defendants has employed at least 100
11 persons who satisfy the definition of the California Class.

12 21. Plaintiff also seeks to certify the following Subclass: All members of
13 the Class who separated their employment from Defendants from April 6, 2017
14 up until the entry of judgment.

15 22. Defendants acted or refused to act on grounds generally applicable to
16 the California Class, thereby making appropriate final injunctive relief or
17 corresponding declaratory relief with respect to the California Class as a whole.

18 23. Members of the Class and Subclass described above will be
19 collectively referred to as “class members.” Plaintiff reserves the right to
20 establish other or additional subclasses, or modify any Class or Subclass
21 definition, as appropriate based on investigation, discovery and specific theories
22 of liability.

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

27 (i) Whether Defendants failed to compensate Plaintiff and class members
28 to work off-the-clock, resulting in a failure to pay all minimum wages and overtime

1 wages;

2 (j) Whether Defendants paid Plaintiff and class members overtime and
3 doubletime compensation at the proper rates;

4 (k) Whether Defendants failed to timely pay all wages earned by Plaintiff
5 and class members;

6 (l) Whether Defendants deprived Plaintiff and class members of
7 compliant meal periods or required Plaintiff and class members to work through
8 meal periods without compensation;

9 (m) Whether Defendants deprived Plaintiff and class members of
10 compliant rest breaks;

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

13 (o) Whether Defendants required Plaintiff and class members to use their
14 personal cellular devices to for work-related purposes, without paying a reasonable
15 percentage of their bills;

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

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

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

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

27 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of
28 the claims (or defenses, if any) of the Class because Defendants' failure to comply

1 with the provisions of California wage and hour laws entitled each class member to
2 similar pay, benefits and other relief. The injuries sustained by Plaintiff are also
3 typical of the injuries sustained by the Class because they arise out of and are
4 caused by Defendants' common course of conduct as alleged herein.

5 (c) Adequacy: Plaintiff is qualified to, and will fairly and adequately
6 represent and protect the interests of all members of the Class because it is in his
7 best interest to prosecute the claims alleged herein to obtain full compensation and
8 penalties due to him and the Class. Plaintiff's attorneys, as proposed class counsel,
9 are competent and experienced in litigating large employment class actions and are
10 versed in the rules governing class action discovery, certification and settlement.
11 Plaintiff has incurred and, throughout the duration of this action, will continue to
12 incur attorneys' fees and costs that have been and will be necessarily expended for
13 the prosecution of this action for the substantial benefit of each class member.

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

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

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FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Violation of 29 U.S.C. § 206)

26. Plaintiff realleges and incorporates by reference all other paragraphs as if they were set forth again herein.

27. At all relevant times, Defendants have been an employer and Plaintiff and its drivers have been employees under California and Federal law entitled to the protections of the FLSA.

28. The foregoing conduct, as alleged, constitutes a violation of 29 U.S.C. § 206, which protects Plaintiff and putative class members right to earn a minimum wage and provides for damages and punishment for violations of that right.

29. In particular, Defendants failed to pay Plaintiff and putative class members all minimum wages owed when Defendants did not pay for all hours worked. Plaintiff and class members were not being paid at least minimum wage for their work.

30. Although Plaintiff and putative class members periodically did not earn at least the minimum wage, Defendants had a policy and practice of failing and refusing to pay them minimum wage for all hours worked and thus violated and continue to violate the above-referenced minimum wage protections.

31. Plaintiff, individually and on a collective basis, seeks the amount of the respective unpaid wages owed to them, liquidated damages, attorneys' fees and costs pursuant to 29 U.S.C. §§ 201 *et seq.* and such other legal and equitable relief as the Court deems just and proper.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(Violation of 29 U.S.C. § 207)

32. Plaintiff realleges and incorporates by reference all other paragraphs

1 as if they were set forth again herein.

2 33. At all relevant times, Defendants have been an employer and
3 Plaintiff and its drivers have been employees under Federal Law entitled to the
4 protections of the FLSA.

5 34. The foregoing conduct, as alleged, constitutes a violation of 29
6 U.S.C. § 207, which requires overtime pay for time worked over 40 hours in a
7 week.

8 35. Although Plaintiff and putative class members periodically worked
9 more than 40 hours in a week, Defendants had a policy and practice of failing and
10 refusing to pay them and other employees overtime and thus violated and
11 continue to violate the above-referenced overtime provisions of the FLSA.

12 36. Plaintiff and Instawork Workers seeks the amount of the respective
13 unpaid wages owed to them, liquidated damages, attorneys' fees and costs
14 pursuant to 29 U.S.C. §§ 201 et seq. and such other legal and equitable relief as
15 the Court deems just and proper.

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PAY MINIMUM WAGES**

18 **(Violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197; Violation of**
19 **IWC Wage Order § 3)**

20 37. Plaintiff hereby re-allege and incorporate by reference all paragraphs
21 above as though fully set forth herein.

22 38. Labor Code §§ 1194 and 1197 provide that the minimum wage for
23 employees fixed by the IWC is the minimum wage to be paid to employees, and
24 the payment of a lesser wage than the minimum so fixed is unlawful.

25 39. During the relevant time period, Defendants paid Plaintiff and class
26 members less than minimum wages when, for example, Defendants required
27 Plaintiff and class members to work off-the-clock during meal breaks, and during
28 security checks when Plaintiff and class members were under Defendants'

1 control. To the extent these hours do not qualify for the payment of overtime or
 2 doubletime, Plaintiff and class members were not being paid at least minimum
 3 wage for their work.

4 40. During the relevant time period, Defendants regularly failed to pay at
 5 least minimum wage to Plaintiff and class members for all hours worked pursuant
 6 to Labor Code §§ 1194 and 1197.

7 41. Defendants' failure to pay Plaintiff and class members the minimum
 8 wage as required violates Labor Code §§ 1194 and 1197. Pursuant to these
 9 sections, Plaintiff and class members are entitled to recover the unpaid balance of
 10 their minimum wage compensation as well as interest, costs and attorney's fees.

11 42. Pursuant to Labor Code § 1194.2, Plaintiff and class members are
 12 entitled to recover liquidated damages in an amount equal to the wages
 13 unlawfully unpaid and interest thereon.

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME WAGES**

16 **(Violation of Labor Code §§ 510, 511, 1194 and 1198;**

17 **Violation of IWC Wage Order)**

18 43. Plaintiff hereby re-alleges and incorporates by reference all
 19 paragraphs above as though fully set forth herein.

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

24 45. Pursuant to California Labor Code §§ 510 and 1194, during the
 25 relevant time period, Defendants were required to compensate Plaintiff and class
 26 members for all overtime hours worked, calculated at one and one-half (1½)
 27 times the regular rate of pay for hours worked in excess of eight (8) hours per day
 28 and/or forty (40) hours per week and for the first eight (8) hours of the seventh

1 consecutive work day, with doubletime after eight (8) hours on the seventh day of
2 any work week, or after twelve (12) hours in any work day.

3 46. Plaintiff and class members were non-exempt employees entitled to
4 the protections of California Labor Code §§ 510, 511 and 1194.

5 47. During the relevant time period, Defendants failed to pay Plaintiff
6 and class members overtime and doubletime wages at the correct rate because
7 they failed to include non-discretionary wages, including, but not limited to, shift
8 premiums, and/or other incentive pay in the computation of their overtime and
9 doubletime rate of pay, which caused Plaintiff and Class Members to not be paid
10 all overtime and doubletime wages owed. Defendants also failed to pay Plaintiffs
11 and class members overtime and doubletime wages for all overtime hours worked
12 when they required Plaintiffs and class members to work off-the-clock during
13 meal breaks, or for work performed during off-the-clock security checks.
14 Because Plaintiff and class members worked shifts of eight hours or more, and
15 twelve hours or more, this unpaid time qualified for overtime premium payment,
16 and doubletime premium payment.

17 48. In violation of state law, Defendants have knowingly and willfully
18 refused to perform their obligations and compensate Plaintiff and class members
19 for all wages earned as alleged above.

20 49. Defendants' failure to pay Plaintiff and class members the unpaid
21 balance of overtime and doubletime compensation, as required by California law,
22 violates the provisions of Labor Code §§ 510, 511 and 1198, and is therefore
23 unlawful.

24 50. Pursuant to Labor Code § 1194, Plaintiff and class members are
25 entitled to recover their unpaid overtime and doubletime compensation as well as
26 interest, costs and attorneys' fees.

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FIFTH CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL EARNED WAGES

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

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

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

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

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

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

SIXTH CAUSE OF ACTION

UNLAWFUL DEDUCTION OF WAGES

(Violation of Labor Code § 221)

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

57. Labor Code § 221 provides, in pertinent part, "[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee."

1 58. During the relevant time period, Defendants made unlawful deductions
2 from Plaintiff's and class members' wages.

3 59. Defendants' violation of Labor Code § 221 caused Plaintiffs and class
4 members to suffer substantial monetary losses, and expenses and attorney's fees in
5 seeking to compel Defendants to fully perform their obligations under California law,
6 as a result Plaintiff and class members suffered and continue to suffer a loss of wages
7 and compensation.

8 **SEVENTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE MEAL PERIODS**

10 **(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage** 11 **Order)**

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

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

16 62. Section 11 of the applicable IWC Wage Order states, "no employer
17 shall employ any person for a work period of more than five (5) hours without a
18 meal period of not less than 30 minutes, except that when a work period of not
19 more than six (6) hours will complete the day's work the meal period may be
20 waived by mutual consent of the employer and the employee."

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

27 64. Labor Code § 512(a) also provides that an employer may not employ
28 an employee for a work period of more than ten (10) hours per day without

1 providing the employee with a second meal period of not less than thirty (30)
2 minutes, except that if the total hours worked is no more than twelve (12) hours,
3 the second meal period may be waived by mutual consent of the employer and the
4 employee only if the first meal period was not waived.

5 65. During the relevant time period, Plaintiff and class members did not
6 receive compliant meal periods for each five hours worked per day. Defendants
7 also failed to provide Plaintiff and class members with a second, off-the-clock
8 meal break for shifts lasting longer than ten hours.

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

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

16 68. As a result of Defendants' failure to pay Plaintiff and class members
17 an additional hour of pay for each day a meal period was not provided, Plaintiff
18 and class members suffered and continue to suffer a loss of wages and
19 compensation.

20 **EIGHTH CAUSE OF ACTION**

21 **FAILURE TO PERMIT REST BREAKS**

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

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

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

27 71. Section 12 of the applicable IWC Wage Order states "every employer
28 shall authorize and permit all employees to take rest periods, which insofar as

1 practicable shall be in the middle of each work period” and the “authorized rest
2 period time shall be based on the total hours worked daily at the rate of ten (10)
3 minutes net rest time per four (4) hours or major fraction thereof” unless the total
4 daily work time is less than three and one-half (3½) hours.

5 72. During the relevant time period, Plaintiff and class members did not
6 receive a ten (10) minute rest period for every four (4) hours or major fraction
7 thereof worked. Defendants failed to provide Plaintiff and class members with a
8 second rest period for shifts lasting eight hours or longer, or a third rest period for
9 shifts lasting twelve hours or longer.

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

14 74. At all relevant times, Defendants failed to pay Plaintiff and class
15 members all rest period premiums due for rest period violations pursuant to Labor
16 Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

17 75. As a result of Defendants’ failure to pay Plaintiff and class members
18 an additional hour of pay for each day a rest period was not provided, Plaintiff and
19 class members suffered and continue to suffer a loss of wages and compensation.

20 **NINTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE**

22 **STATEMENTS**

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

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

26 77. Labor Code § 226(a) requires Defendants to provide each employee
27 with an accurate wage statement in writing showing nine pieces of information,
28 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the

1 number of piece-rate units earned and any applicable piece rate if the employee is
2 paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
3 written orders of the employee may be aggregated and shown as one item, (5) net
4 wages earned, (6) the inclusive dates of the period for which the employee is
5 paid, (7) the name of the employee and the last four digits of his or her social
6 security number or an employee identification number other than a social security
7 number, (8) the name and address of the legal entity that is the employer, and (9)
8 all applicable hourly rates in effect during the pay period and the corresponding
9 number of hours worked at each hourly rate by the employee.

10 78. During the relevant time period, Defendants have knowingly and
11 intentionally failed to comply with Labor Code § 226(a) on wage statements that
12 were provided to Plaintiff and class members. The deficiencies include, among
13 other things, the failure to correctly state the gross and net wages earned, the total
14 hours worked and all applicable hourly rates in effect, and the number of hours
15 worked at each hourly rate by Plaintiff and class members.

16 79. As a result of Defendants' violation of California Labor Code §
17 226(a), Plaintiff and class members have suffered injury and damage to their
18 statutorily protected rights. Specifically, Plaintiff and class members have been
19 injured by Defendants' intentional violation of California Labor Code § 226(a)
20 because they were denied both their legal right to receive, and their protected
21 interest in receiving, accurate itemized wage statements under California Labor
22 Code § 226(a). Plaintiff has had to file this lawsuit in order to determine the
23 extent of the underpayment of wages, thereby causing Plaintiff to incur expenses
24 and lost time. Plaintiff would not have had to engage in these efforts and incur
25 these costs had Defendants provided the accurate wages earned. This has also
26 delayed Plaintiff's ability to demand and recover the underpayment of wages
27 from Defendant.

28 80. California Labor Code § 226(a) requires an employer to pay the

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

6 81. Defendants' violations of California Labor Code § 226(a) prevented
7 Plaintiff and class members from knowing, understanding and disputing the
8 wages paid to them, and resulted in an unjustified economic enrichment to
9 Defendant. As a result of Defendants' knowing and intentional failure to comply
10 with California Labor Code § 226(a), Plaintiff and class members have suffered
11 an injury, and the exact amount of damages and/or penalties is all in an amount to
12 be shown according to proof at trial.

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

17 **TENTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

19 **(Violation of Cal. Labor Code §§ 2800 and 2802)**

20 83. Plaintiff re-alleges and incorporates by this reference each and every
21 allegation set forth in all previous paragraphs of the Complaint.

22 84. Labor Code section 2800 provides, in pertinent part, "[a]n employer
23 shall in all cases indemnify his employee for losses caused by the employer's want
24 of ordinary care."

25 85. Labor Code section 2802 provides, in pertinent part, "[a]n employer
26 shall indemnify his or her employee for all necessary expenditures or losses
27 incurred by the employee in direct consequence of the discharge of his or her
28

1 duties...”

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

6 87. California Labor Code section 2804 mandates that this statutory right
7 cannot be waived.

8 88. During the relevant time period, Defendants were required to
9 indemnify and reimburse Plaintiff and class members for all expenditures or losses
10 caused by the employer’s want of ordinary care and/or incurred in direct
11 consequent of the discharge of their duties, but failed to indemnify and reimburse
12 Plaintiff and class members.

13 89. As a direct and proximate result, Plaintiff and class members have
14 suffered, and continue to suffer, substantial losses, related to the use and enjoyment
15 of such monies to be reimbursed, lost interest on such monies, and expenses and
16 attorney’s fees in seeking to compel Defendants to fully perform their obligations
17 under California law, all to their damage in amounts according to proof at the time
18 of trial.

19 90. Accordingly, Plaintiff and class members are entitled to recover, and
20 hereby seek, an amount equal to incurred necessary expenditures, pre- and post-
21 judgment interest, applicable penalties, attorneys’ fees and costs, and any further
22 equitable relief this Court may deem just and proper. See Cal. Lab. Code § 2802;
23 see also, Cal. Civ. Proc. Code § 1021.5.

24 91. Plaintiff, on behalf of himself and class members, requests relief as
25 described below.

26 ///

ELEVENTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF
EMPLOYMENT AND WITHIN THE REQUIRED TIME

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

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

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

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

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

96. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is

1 commenced; but the wages shall not continue for more than thirty (30) days.

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

7 **TWELFTH CAUSE OF ACTION**

8 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200,**

9 **ET SEQ.**

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

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

16 100. Defendants' activities, as alleged herein, violate California law and
17 constitute unlawful business acts or practices in violation of California Business
18 and Professions Code §§ 17200, *et seq.*

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

21 102. Defendants' policies and practices have violated state law in at least
22 the following respects:

23 (a) Failing to pay all minimum wages owed to Plaintiff and class
24 members in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

25 (b) Failing to pay all overtime and doubletime wages to Plaintiff and
26 class members in violation of Labor Code §§ 510, 511, 1194 and 1198;

27 (c) Failing to timely pay all wages earned by Plaintiff and class
28 members in violation of Labor Code §§ 204, and 210;

1 (d) Deducting the wages of Plaintiff and class members in violation of
2 Labor Code § 221;

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

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

9 (g) Failing to provide Plaintiff and class members with accurate
10 itemized wage statements in violation of Labor Code § 226; and

11 (e) Failing to timely pay all earned wages to Plaintiff and Waiting Time
12 Subclass members upon separation of employment in violation of Labor Code §§
13 201, 202 and 203.

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

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

23 **PRAYER FOR RELIEF**

24 Plaintiff, on his own behalf and on behalf of all others similarly situated,
25 pray for relief and judgment against Defendant, jointly and severally, as follows:

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

28 2. For appointment of Raul Martinez as the class representative;

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

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

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

7 6. To pay all minimum, regular, and/or overtime wages for all hours
8 worked as required by law in an amount according to proof;

9 7. To pay all meal period premiums for failure to provide off-duty meal
10 periods as required by law, in an amount according to proof;

11 8. To pay all rest period premiums for failure to provide paid 10-minute
12 rest periods as required by law, in an amount according to proof;

13 9. For waiting time penalties of 30-days' pay pursuant to Labor Code
14 section 203 related to Defendants' failure to timely pay all wages due to Plaintiff
15 and all other terminated or separated Class Members, distributed in a fair and
16 equitable manner in an amount according to proof;

17 10. For reimbursement of unpaid business expenses, in accordance with
18 Labor Code section 2802;

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

22 12. For statutory penalties to the extent permitted by law, including those
23 pursuant to the Labor Code and IWC Wage Orders;

24 13. For liquidated damages in an amount equal to the wages unlawfully
25 unpaid and interest thereon pursuant to Labor Code § 1194.2;

26 14. For restitution as provided by Business and Professions Code §§
27 17200, *et seq.*;

28 15. For an order requiring Defendants to restore and disgorge all funds to

1 each employee acquired by means of any act or practice declared by this Court to
2 be unlawful, unfair or fraudulent and, therefore, constituting unfair competition
3 under Business and Professions Code §§ 17200, *et seq.*;

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

7 17. For pre-judgment interest; and

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

9
10 Dated: July 13, 2020

LEBE LAW, APLC

11
12 By: /s/ Jonathan M. Lebe
13 Jonathan M. Lebe
14 Attorney for Plaintiff Raul Martinez,
15 Individually and on behalf of all others
16 similarly situated

17 **DEMAND FOR JURY TRIAL**

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

20 Dated: July 13, 2020

LEBE LAW, APLC

21
22
23 By: /s/ Jonathan M. Lebe
24 Jonathan M. Lebe
25 Attorney for Plaintiff Raul Martinez,
26 Individually and on behalf of all others
27 similarly situated
28

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to:

District Judge **Jesus G. Bernal**
Magistrate Judge **Kenly Kiya Kato**

The case number on all documents filed with the Court should read as follows:

5:20-cv-01384 JGB (KKx)

District judges in the Central District of California refer all discovery-related motions to the assigned magistrate judge pursuant to General Order No. 05-07. Discovery-related motions should be noticed for hearing before the assigned magistrate judge. Please refer to the assigned judges' [Procedures and Schedules](http://www.cacd.uscourts.gov/judges-requirements), available on the Court's website at www.cacd.uscourts.gov/judges-requirements, for additional information.

Clerk, U.S. District Court

July 13, 2020
Date

By /s/ Edwin Sambrano
Deputy Clerk

ATTENTION

The party that filed the case-initiating document in this case (for example, the complaint or the notice of removal) must serve a copy of this Notice on all parties served with the case-initiating document. In addition, if the case-initiating document in this case was electronically filed, the party that filed it must, upon receipt of this Notice, promptly deliver mandatory chambers copies of all previously filed documents to the newly assigned-district judge. See L.R. 5-4.5. A copy of this Notice should be attached to the first page of the mandatory chambers copy of the case-initiating document.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RAUL MARTINEZ

CASE NO:

5:20-cv-01384-JGB-KK

Plaintiff(s),

STANDING ORDER

v.

HUB GROUP TRUCKING, INC., et al.

Defendant(s).

**READ THIS ORDER CAREFULLY. IT CONTROLS THIS CASE
AND DIFFERS IN SOME RESPECTS FROM THE LOCAL RULES.**

- Plaintiff(s) shall immediately serve this Order on all parties along with the Summons and Complaint.
- If this case came to the Court by noticed removal, the removing Defendant(s) shall serve this Order on all other parties.

This action has been assigned to the calendar of Judge Jesus G. Bernal.

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1 The Court and litigants bear joint responsibility for the progress of
2 litigation in the Federal Courts. To secure the just, speedy, and inexpensive
3 determination of every action, (Fed. R. Civ. P. 1), all counsel are hereby
4 ordered to become familiar with the Federal Rules of Civil Procedure and the
5 Local Rules of the Central District of California.*

6
7 The Court further orders as follows:

8
9 **1. Service of the Complaint.** Plaintiff shall serve the Complaint
10 promptly in accordance with Fed. R. Civ. P. 4 and file the proofs of service
11 pursuant to L.R. 5-3.1.

12
13 **2. Removed Actions.** Any answers filed in state court must be
14 re-filed in this Court (separately) as a supplement to the petition. Any pending
15 motions must be re-noticed in accordance with L.R. 6-1.

16
17 **3. Assignment to a Magistrate Judge.** Under 28 U.S.C. § 636,
18 the parties may consent to have a Magistrate Judge preside over all proceedings.
19 The Magistrate Judges who accept those designations are identified on the
20 Central District's website, which also contains the consent form.

21
22 **4. Electronic Filing.** As of January 1, 2008, the United States
23 District Court for the Central District of California implemented mandatory
24 electronic filing ("e-filing") of documents in all new and pending civil cases.
25 Information about the Court's Electronic Case Filing system is available on
26 the Court's website at www.cacd.uscourts.gov/cmecf.

27 All documents required to be "e-filed" in this matter can be found in
28 General Order No. 10-07 and L.R. 5-4. The Court specifically directs litigants

1 to L.R. 5-4.3.1, requiring that all electronically filed documents be created by
2 publishing the document to PDF, and not by scanning paper documents.
3

4 **5. Mandatory Chambers Copies. Counsel shall provide one**
5 **conformed chambers copy of ONLY the following filed documents.**

6 **Civil matters:** Motions and related documents (opposition, replies,
7 exhibits); ex parte applications and related documents oppositions and
8 exhibits); and Joint Rule 26(f) reports;
9

10 **Criminal matters:** All motions and related documents and exhibits;
11 plea agreements(s); and sentencing memorandum and objections to the
12 pre-sentence reports.
13

14 Chambers copies shall be delivered to the "Courtesy Box," located
15 outside of Courtroom 1 on the 2nd floor at the United States District Court,
16 3470 Twelfth Street, Riverside, California 92501, **no later than 5:00 p.m. on**
17 **the day following the "e-filing."** All chambers copies shall comply fully with
18 the document formatting requirements of L.R. 11-3, including the "backing"
19 and "tabbing" requirements of Local Rules 11-3.5 and 11-5.3, respectively.
20 If the filing party and their counsel fail to deliver a mandatory chambers copy
21 in full compliance with this Order and L.R. 11-3, the Court may, on its own
22 motion, reschedule any related hearing and impose sanctions.
23

24 **6. Proposed Orders.** Each party filing or opposing a motion or
25 seeking the determination of any matter shall serve and electronically lodge a
26 proposed order which sets forth the relief or action sought and a brief statement
27 of the rationale for the decision with appropriate citations.
28

///

1 **7. Presence of Lead Counsel.** Lead trial counsel for each party

2 must attend any scheduling and pretrial conferences set by the Court. Failure
3 of lead trial counsel to appear for those proceedings is a basis for sanctions.
4

5 **8. Discovery.** All discovery matters have been referred to a United

6 States Magistrate Judge. The Magistrate Judge's initials follow the District Judge's
7 initials in the case number assigned to the matter. The words "DISCOVERY
8 MATTER" shall appear in the caption of all documents relating to discovery to
9 insure proper routing. Counsel shall deliver mandatory chambers copies of
10 discovery-related papers to the Magistrate Judge assigned to the case rather
11 than to this Court.
12

13 **9. Motions – General Requirements.**

14 a. Time for Hearing Motions. Motions shall be filed and set

15 for hearing in accordance with L.R. 6–1. Motions will be heard on Mondays
16 commencing at 9:00 a.m. Any motion noticed for a holiday shall automatically
17 be set to the next Monday without further notice to the parties.

18 b. Length and Format of Motions. Memoranda of Points and

19 Authorities in support of or in opposition to motions shall not exceed 25 pages.

20 Replies shall not exceed 12 pages. Only in rare instances, and for good cause
21 shown, will the Court grant an application to extend these page limitations. When
22 citing to legal databases, wherever possible cite to Westlaw rather than Lexis.

23 If documentary evidence in support of or in opposition to a motion exceeds
24 50 pages, the evidence must be separately bound and tabbed and include an index.
25 If such evidence exceeds 200 pages, the documents shall be placed in a binder,
26 with an index and with each item of evidence separated by a tab divider.

27 c. Withdrawal or Non–Opposition of Motions. **In the**

28 **event that the parties resolve a pending motion, they must notify the Court**

1 **approximately one week before the hearing date.** Sanctions may issue for
2 failure to comply with this requirement, or the broader requirement in L.R. 7–16
3 that any party who intends to withdraw a motion, not oppose a motion, or seek
4 a continuance of the hearing date for a motion, must notify the court by noon
5 on the Tuesday preceding the hearing date.

6
7 **10. Motions to Amend.** In addition to the requirements of L.R. 15,
8 all motions to amend pleadings shall (1) state the effect of the amendment and
9 (2) identify the page(s), line number(s), and wording of any proposed change
10 or addition of material.

11
12 **11. Class Actions.** Notwithstanding Local Rule 23–3, the deadline
13 for the filing of a motion for class certification will be set during the Scheduling
14 Conference and/or in a Scheduling Order. **NO REQUEST FOR RELIEF FROM**
15 **LOCAL RULE 23–3 IS NECESSARY.**

16
17 **12. Motions for Summary Judgment or Partial Summary Judgment.**
18 No party may file more than one motion pursuant to Fed. R. Civ. P. 56 regardless
19 of whether such motion is denominated as a motion for summary judgment or
20 summary adjudication. Parties offering evidence in support of, or in opposition
21 to, a Rule 56 motion must cite to specific page and line numbers in depositions
22 and paragraph numbers in affidavits. Furthermore, such evidence must be
23 authenticated properly. The Court directs the parties to become familiar with
24 Orr v. Bank of America, NT & SA, 285 F.3d 764 (9th Cir. 2002).

25 a. Statements of Undisputed Facts and Genuine Disputes.

26 The moving party's brief shall be accompanied by a Statement of Undisputed
27 Facts ("SUF"). The SUF shall be presented in a table format and include the
28 following columns:

- i. The first column shall contain the number of the fact alleged to be undisputed.
- ii. The second column shall contain a plain statement of the fact. **Facts shall not be compound.** If, for instance, the required response is that the fact is disputed in part, the fact is compound. Further, neither legal arguments nor conclusions constitute facts.
- iii. The third column shall contain a citation to admissible evidence the party believes supports the proffered fact.

For example:

Pl.'s SUF No.	Fact	Supporting Evidence
1.	Plaintiff was driving her car when she went through the intersection.	Decl. of Plaintiff ¶ 2.
2.	The light was green when Plaintiff went through the intersection.	Decl. of Plaintiff ¶ 4.
3.	Plaintiff was driving at 35 miles per hour when she traveled through the intersection.	Decl. of Plaintiff ¶ 7; Decl. of Plaintiff's Expert ¶ 14.
. . .	. . .	. . .

The party opposing the summary judgment motion shall include with its opposition a Statement of Genuine Disputes of Material Fact that includes the moving party's table; but the opposing party shall add a fourth column to the moving party's table identifying those facts that are in dispute, briefly explaining the dispute, and citing the evidence supporting the dispute. The opposing party shall not set forth legal or evidentiary objections in the statement of genuine disputes of material fact. For example:

Pl.'s SUF No.	Fact	Supporting Evidence	Def.'s Response
1.	Plaintiff was driving her car when she went through the intersection.	Decl. of Plaintiff ¶ 2.	Undisputed.
2.	The light was green when Plaintiff went through the intersection.	Decl. of Plaintiff ¶ 4.	Disputed. The light was red when Plaintiff traveled through the intersection. (Decl. of Defendant ¶ 6.)
3.	Plaintiff was driving at 35 miles per hour when she traveled through the intersection.	Decl. of Plaintiff ¶ 7; Dec. of Plaintiff's Expert ¶ 14.	Disputed. Plaintiff was driving 52 miles per hour when she went through the intersection. (Decl. of Defendant's Expert ¶ 9.)
. . .	. . .	. . .	. . .

If a party fails to dispute a fact properly by offering evidence that does not contradict the proffered fact, the Court will deem the fact undisputed for purposes of the motion. See Fed. R. Civ. P. 56(e)(2), L.R. 56-3.

If the party opposing the summary judgment motion wishes to include its own set of undisputed facts, it may include them in a second table at the end of its statement of genuine disputes of material fact. The opposing party's undisputed facts shall be set forth in the same manner as the moving party's SUF. For example:

Def.'s SUF No.	Fact	Supporting Evidence
1.	The tires on Plaintiff's car had only 1 millimeter of tread remaining at the time of the accident.	Decl. of Mechanic ¶ 5.
. . .	. . .	. . .

If either party fails to provide a pincite to the supporting evidence, the Court will deem the proffered fact (or dispute) unsupported. See generally

Christian Legal Soc. v. Wu, 626 F.3d 483, 488 (9th Cir. 2010) ("Judges are not like pigs, hunting for truffles buried in briefs." (quoting Greenwood v. FAA, 28 F.3d 971, 977 (9th Cir. 1994) (quoting United States v. Dunkel, 927 F.2d 955, 956 (7th Cir. 1991) (per curiam)) (alteration omitted)))).

b. Objections to Evidence. Parties shall file any legal objections to the other party's proffered evidence under separate cover. The evidentiary objections should be presented in a three-column format and include the following columns:

- i. The first column shall contain the number of the the fact objected to, using the numbering submitted in the moving party's SUF if applicable.
- ii. The second column shall identify the item objected to, including its page and line number if applicable.
- iii. The third column shall set forth a concise objection (e.g., hearsay, lacks foundation, etc.) with a citation to the Federal Rules of Evidence or, where applicable, a case citation.

For example:

Fact No.	Fact	Objection
3.	Plaintiff was driving at 35 miles per hour when she traveled through the intersection. (Decl. of Plaintiff ¶ 7; Decl. of Plaintiff's Expert ¶ 14)	Irrelevant. F.R.E. 402.
. . .	. . .	. . .

13. *Ex Parte Applications.* *Ex parte* applications are considered on the papers and are not usually set for hearing. Counsel are advised that this Court allows *ex parte* applications solely for extraordinary relief. Sanctions may

1 be imposed for misuse of *ex parte* applications. See In re Intermagnetics Am.,
2 Inc., 101 B.R. 191 (Bankr. C.D. Cal. 1989). Counsel also should become familiar
3 with Mission Power Engineering Co. v. Continental Casualty Co., 883 F. Supp.
4 488 (C.D. Cal. 1995), regarding *ex parte* applications.

5 Counsel's attention is directed to L.R. 7–19. The moving party's declaration
6 in support of an *ex parte* application shall show compliance with L.R. 7–19 and
7 this Order and shall include a statement of opposing counsel's position. Failure
8 to do so ensures the application will be DENIED. If counsel does not intend to
9 oppose an *ex parte* application, counsel must inform the Courtroom Deputy
10 Clerk, (951) 328–2254. As with all motion papers, counsel must deliver a
11 conformed courtesy copy of the papers to the "Courtesy Box", located outside
12 of Courtroom 1 on the 2nd floor at United States District Court, 3470 Twelfth
13 Street, Riverside, California 92501. Counsel will be notified by the Courtroom
14 Deputy Clerk of the Court's ruling or of a hearing time and date should the
15 Court determine that a hearing is necessary.

16
17 **14. Stipulations.** Stipulations extending scheduling dates set by this
18 Court are not effective unless approved by the Court. Continuances will be
19 granted only upon a showing of good cause.

20
21 **15. Communications with Chambers.** Unless requested to do so,
22 counsel shall not attempt to contact the Court or its staff by telephone or by
23 any other *ex parte* means. Counsel are directed to review the Central District's
24 at <http://www.cacd.uscourts.gov> for the Local Rules, filing procedures, judges'
25 procedures and schedules, calendars, forms, and Pacer access. Counsel may
26 contact the Courtroom Deputy Clerk, Maynor Galvez, by telephone at (951) 328–
27 2254 or by email at maynor_galvez@cacd.uscourts.gov only in the event that
28 counsel cannot find the desired information through all available resources.

1 **16. Telephonic Appearances.** Telephonic appearances will only be
2 allowed upon good cause. To request a telephonic appearance counsel must
3 file a request with a proposed order one week before the scheduling conference.

4 **IT IS SO ORDERED.**

5
6 Dated: July 16, 2020

A handwritten signature in black ink, appearing to read 'JGB', is written over a horizontal line.

7
8 Jesus G. Bernal
United States District Judge

9 * Copies of the Local Rules are available on our website at
10 "http://www.cacd.uscourts.gov" or they may be purchased from one of the
following:

11 Los Angeles Daily Journal
12 915 East 1st Street
Los Angeles, California 90012

13 West Publishing Company
14 610 Opperman Drive
Post Office Box 64526
15 St. Paul, Minnesota 55164-0526

16 Metropolitan News
17 210 South Spring Street
Los Angeles, California 90012