

SUM-100

SUMMONS
(CITACION JUDICIAL)

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

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

BIG BEN, INC., a California corporation; and DOES 1 through 20, inclusive,

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

JOSE NAVA, an individual,

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): Orange County Superior Court
Central Justice Center
700 W Civic Center Drive, Santa Ana, CA 92701 751 W. Santa Ana Blvd

CASE NUMBER: (Número del Caso):
30-2020-01176777-CU-OE-CXC

Judge Randall J. Sherman

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):

Jace H. Kim, Esq.; The Dominguez Firm, LLP; 3250 Wilshire Boulevard, Suite 1200, Los Angeles, CA 90010: (213) 401-1088

DATE: 12/31/2020
(Fecha)

DAVID H. YAMASAKI, Clerk of the Court

Clerk, by
(Secretario)

Georgina Ramirez

, Deputy
(Adjunto)

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

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



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)

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Attorney for Plaintiff,
JOSE NAVA

Assigned for All Purposes
Judge Randall J. Sherman
CX-105

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

JOSE NAVA, an individual,

Plaintiff,

v.

BIG BEN, INC., a California corporation; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2020-01176777-CU-OE-CXC

COMPLAINT FOR DAMAGES FOR:

- 1. FAILURE TO PAY MINIMUM WAGES
LABOR CODE §§1182.12, 1194, 1194.2,
1197;**
- 2. FAILURE TO PAY OVERTIME
COMPENSATION (CAL. LABOR CODE
§§510, 1194; IWC WAGE ORDER NO. 16-
2001, § 3);**
- 3. FAILURE TO PROVIDE MEAL PERIODS
(CAL. LABOR CODE §§226.7, 512; IWC
WAGE ORDER NO. 16-2001, § 11);**
- 4. FAILURE TO PROVIDE REST PERIODS
(CAL. LABOR CODE §§226.7, 512; IWC
WAGE ORDER NO. 16-2001, § 12);**
- 5. FAILURE TO PROVIDE ITEMIZED
WAGE AND HOUR STATEMENTS (CAL.
LABOR CODE §§226, ET SEQ.; IWC
WAGE ORDER NO. 16-2001, § 7);**
- 6. FAILURE TO INDEMNIFY FOR
NECESSARY BUSINESS EXPENSES**

LABOR CODE § 2802;

7. FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING EMPLOYEES CAL. LABOR CODE §§ 201-203;

8. UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.); AND

9. PRIVATE ATTORNEY GENERAL ACT CAL. LABOR CODE §§ 2698, ET SEQ. [PAGA].

DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

PLAINTIFF, JOSE NAVA brings this action on behalf of himself and on behalf of aggrieved employees pursuant to the California Private Attorneys General Act, alleges as follows:

JURISDICTION

1. This action is brought pursuant to California Code of Civil Procedure §382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court is the proper court, and this action is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business Orange County, and because the work that is the subject of this action was performed by Plaintiff in County.

THE PARTIES

3. Plaintiff, JOSE NAVA, is and at all times relevant hereto was a resident of the County of Los Angeles, State of California.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant, BIG BEN, INC. (hereinafter referred to as "DEFENDANT") was and is a California

1 corporation doing business at 4790 Irvine Blvd #105-404, Irvine, California, in the County of Orange,
2 State of California.

3 5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
4 hereto, Employer is a pipeline contracting company.

5 6. The true names and capacities, whether individual, corporate, associate, or otherwise, of
6 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
7 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
8 insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff
9 is informed and believes, and based thereupon alleges, that each of the fictitiously named Defendants is
10 responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as alleged hereinafter.

11 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
12 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
13 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
14 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
15 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
16 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

17 8. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
18 of them, including those defendants named as DOES 1-20 and the INDIVIDUAL DEFENDANTS, acted
19 in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited,
20 compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so,
21 including pursuant to Government Code §12940(i). Plaintiff is further informed and believes, and based
22 thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-20
23 and the INDIVIDUAL DEFENDANTS, and each of them, formed and executed a conspiracy or common
24 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged
25 herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff
26 harm.

1 9. Whenever and wherever reference is made in this complaint to any act or failure to act by
2 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or
3 failures to act by each Defendant acting individually, jointly and severally.

4
5 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

6 10. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
7 of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of
8 defendants have ceased to exist.

9 11. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
10 purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same as Defendants,
11 including, but not limited to because:

12 a. Employers are completely dominated and controlled by one another and DOES 1-
13 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
14 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish
15 some other wrongful or inequitable purpose.

16 b. Employers and DOES 1-20 derive actual and significant monetary benefits by and
17 through one another's unlawful conduct, and by using one another as the funding source for their own
18 personal expenditures.

19 c. Employers and DOES 1-20, while really one and the same, were segregated to
20 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
21 accomplishing some other wrongful or inequitable purpose.

22 d. Employers do not comply with all requisite corporate formalities to maintain a legal
23 and separate corporate existence.

24 e. The business affairs of Employers and DOES 1-20 are, and at all times relevant
25 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
26 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and
27 DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
28 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of Defendants

1 would not promote justice, in that it would permit Defendants to insulate themselves from liability to
2 Plaintiff for violations of the Government Code and other statutory violations. The corporate existence
3 of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice because such
4 disregard is necessary to avoid fraud and injustice to Plaintiff herein.

5 12. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the
6 fiction of their separate corporate existence must be disregarded.

7 13. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
8 thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint
9 enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services
10 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants
11 shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which
12 Defendants' business was and is conducted.

13 14. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
14 between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of
15 assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other
16 Defendants, (2) the transaction between Employers and/or DOES 1-20 and the other Defendants amounts
17 to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere
18 continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for
19 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES
20 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

21 **FACTUAL BACKGROUND**

22 15. Plaintiff was covered under one or more IWC Wage Orders and/or the California Labor
23 Code provisions relating to wage-and-hour laws, and other applicable wage orders, regulations, and
24 statutes, which imposed an obligation on the part of Defendants, among other things, to provide
25 uninterrupted meal and rest periods, to pay overtime wages, to pay wages for all hours worked, and to
26 provide accurate wage statements.
27
28

1 16. On or about October 2019, Employers hired Plaintiff to work as a mechanic's assistant.
2 Plaintiff was a full-time, non-exempt employee, and performed all of his job duties satisfactorily.
3 Plaintiff's employment with Defendants ended on approximately March 2020 after Plaintiff's
4 employment with Defendants was wrongfully terminated.

5 17. Between approximately October 2019 until his termination, Plaintiff's hourly wage rate
6 was \$15.00. During this time period, Plaintiff worked 6 days a week, Monday through Saturday, for
7 approximately 10 hours per day.

8 18. Plaintiff worked over 40 hours each week, for which Plaintiff received no wages at all, not
9 Plaintiff's hourly wage rate, or even the requisite minimum wage.

10 19. Plaintiff worked approximately up to 12 hours of overtime each week, but received only
11 Plaintiff's regularly hourly wage rate for these hours, with no overtime premium.

12 20. DEFENDANTS failed to pay the overtime premium wages for all hours worked beyond 8
13 hours in a day or 40 hours in a week.

14 21. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of
15 Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion
16 thereof. Defendants had no policy, procedure, or practice for Plaintiff to report missed rest breaks or
17 recover lost wages, and Defendants had no policy, procedure, or practice to provide one hour of additional
18 wages for each workday that the rest break was not provided.

19 22. Throughout Plaintiff's employment, Plaintiff did not receive a second uninterrupted
20 statutory 30-minute meal periods for days on which Plaintiff worked at least 10 hours, which was 6 days
21 each week. Defendants had no policy, procedure, or practice for Plaintiff to report missed meal periods
22 or recover lost wages, and Defendants had no policy, procedure, or practice to provide one hour of
23 additional wages for each workday that the meal breaks were not properly provided.

24 23. Throughout Plaintiff's employment, for each pay period, Plaintiff received inaccurate
25 paystubs that did not comply with Labor Code § 226, because they failed to show the correct amount of
26 overtime hours Plaintiff worked, failed to show pay for missed meal and rest periods, failed to show the
27 amount of wages earned and owed to Plaintiff.

1 24. As a direct result and proximate result of the unlawful actions of Defendants, Plaintiff has
2 suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof
3 at trial, and within the jurisdiction of this Court.

4
5 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

6 25. At all relevant times, PAGA was applicable to Plaintiff and his employment with
7 Defendants. PAGA provides for a civil penalty to be assessed and collected by the Labor and Workforce
8 Development Agency (“LWDA”). Plaintiff and other employees of Defendants are “aggrieved employees”
9 as defined by PAGA, because they are all current or former employees of Defendants, and one or more of
10 the alleged violations were committed against them.

11 26. On or about August 26, 2020, Plaintiff gave written notice of Defendants’ violations of
12 various provisions of the California Labor Code and the applicable IWC Wage Order to (a) the LWDA
13 by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

14 27. The LWDA did not provide notice of its intention to investigate Defendants’ violations
15 within 65 calendar days of the August 26, 2020 notice.

16 28. In doing so, Plaintiff has satisfied the administrative prerequisites under PAGA to recover
17 civil penalties against Defendants, in addition to the other remedies, for violations of California Labor
18 Code §§ California Labor Code §§ 204, 210 (untimely payment of wages), 204, 1118.12, 1197.1
19 (minimum wage), 226 (inaccurate itemized wage statements), 226.7 (meal and rest break violations), 512
20 (meal breaks), and 203 (waiting time penalties), as well as IWC Wage Order No. 16-2001.

21
22 **FIRST CAUSE OF ACTION**
23 **FOR FAILURE TO PAY MINIMUM WAGES**
24 **LABOR CODE §§1182.12, 1194, 1194.2, 1197**
25 **AGAINST ALL DEFENDANTS**

26 29. Plaintiff re-alleges and incorporates by reference the above as though set forth in full
27 herein.

28 30. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is

1 unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid
2 hours exceeded the minimum wage.

3 31. At all relevant times, Defendants failed and refused to pay Plaintiff the legal minimum
4 wage in the State of California, as set forth in Labor Code §1182.12 and Industrial Welfare Commission
5 Wage Order No. 4-2001. Specifically, Defendants did not pay Plaintiff any wages, his hourly wage or
6 the requisite minimum wage, for several hours each week. Under California law, Plaintiff is entitled to
7 at least the minimum wage for every hour worked.

8 32. At all relevant times, Defendants failed to pay Plaintiff the requisite minimum wage in
9 each of the following ways:

- 10 a. Defendants failed or refused to pay Plaintiff, the requisite minimum wage (\$13.00 per
11 hour), for approximately 4 hours per day for each day worked on Monday through
12 Saturday (approximately 240 days). Hence for this period, Defendants owe Plaintiff
13 approximately \$3,120.00.

14 33. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
15 unpaid minimum wages in the combined amount of approximately \$3,120.00.

16 34. Defendants' failure to pay the legal minimum wage to Plaintiff as alleged herein is
17 unlawful and creates entitlement, pursuant to Labor Code §§1194 and 1197, to recovery by Plaintiff in a
18 civil action for the unpaid balance of the full amount of the unpaid wages owed, including interest
19 thereon, reasonable attorneys' fees, and costs of suit.

20 35. In addition, pursuant to Labor Code §1194.2, Plaintiff is entitled to recover liquidated
21 damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, an
22 additional \$3,120.00, plus interest thereon.

23 ///

24 ///

25 ///

SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
CAL. LABOR CODE §§ 510, 558, 1194 ET SEQ., 1197.1, 1198,
IWC WAGE ORDER NO. 16-2001, § 3
AGAINST ALL DEFENDANTS

36. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

37. California Labor Code § 204, IWC Wage Order No. 16-2001, §3, and other applicable laws and regulations, provide that an employer must timely pay its employees for all hours worked.

38. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours per workday or forty hours per workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

39. California Labor Code § 510 further provides that employees in California shall not be employed more than twelve hours per workday unless they receive wages at double their regular rate of pay.

40. California Labor Code § 1194 establishes an employee's right to recover unpaid wages, including overtime compensation and interest, and the cost of suit. California Labor Code § 1198 further provides that the employment of an employee for longer than those fixed by the IWC Wage Orders is unlawful.

41. Plaintiff and former non-exempt employees are entitled to the protections of California Labor Code §§ 510 and 1194, and IWC Wage Order No. 16-2001.

42. Defendants maintained and enforced policies and practices of refusing to pay Plaintiff for all hours worked. Defendants employed Plaintiff for more than eight hours per day and more than 40 hours per workweek during the operative timeframe, but Defendants failed to pay Plaintiff the correct applicable overtime rate for the number of overtime hours they worked as required by the California Labor Code and the applicable IWC Wage Order.

43. Defendants thus required Plaintiff to work under conditions prohibited by order of the IWC, in violation of those orders.

1 44. Defendants owe Plaintiff overtime wages, have failed and refused, and continues to fail
2 and refuse, to pay the overtime wages owed. Additionally, Defendants did not include all the required
3 compensation in calculating the overtime rate of Plaintiff.

4 45. Defendants' conduct described herein violates, and continues to violate, California Labor
5 Code §§ 510, 1194 and 1198 and IWC Wage Order No. 16-2001, §3. Therefore, pursuant to California
6 Labor Code §§ 200, 203, 226, 558, 1194, and 1197.1 and other applicable provisions under the Labor
7 Code and IWC Wage Order No. 16-2001, Plaintiff is entitled to recover the unpaid balance of wages
8 owed to him by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

9
10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PROVIDE MEAL PERIODS**

12 **CAL. LABOR CODE §§ 226.7, 512, IWC WAGE ORDER NO. 16-2001, § 11**

13 **AGAINST ALL DEFENDANTS**

14 46. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set
15 forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

16 47. Plaintiff regularly worked greater than five hours and on occasion greater than ten hours
17 per day. Pursuant to California Labor Code § 512, an employer may not employ someone for a shift of
18 more than five hours without providing him or her with a meal period of not less than thirty minutes or
19 for more than ten hours without providing him or her with a second meal period of not less than thirty
20 minutes.

21 48. Despite the requirements of the applicable IWC Wage Order and California Labor Code
22 §§ 512 and 226.7, Defendants required, permitted or otherwise suffered Plaintiff to take less than the 30
23 minute meal period, or to work through them, and have failed to otherwise provide the required meal
24 periods to Plaintiff.

25 49. Plaintiff was required to work through or cut short his meal breaks due to Defendants'
26 failure to maintain adequate staffing levels. Defendants required Plaintiff to perform his job duties as a
27 maintenance worker non-stop and was not allowed to enjoy a timely, uninterrupted meal breaks.
28 Defendants failed to properly staff enough employees to help make sure all employees could be relieved

1 to take a meal break without pressure to forego or delay their meal breaks.

2 50. Pursuant to California Labor Code § 226.7, Plaintiff has sustained economic damages,
3 including, but not limited to, unpaid wages and lost interest, in an amount according to proof at trial, and
4 are entitled to recover one-hour of premium pay for each day in which a lawful meal period was not
5 provided. Plaintiff is further entitled to attorneys' fees pursuant to Code of Civil Procedure § 1021.5, and
6 pursuant to Labor Code section 2699(g)(1), Plaintiff is entitled to an award of reasonable attorneys' fees
7 and costs relating to their claims for civil penalties due to Defendants' violation of the California Labor
8 Code and IWC Wage Order No. 16-2001.

9
10 **FOURTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE REST PERIODS**

12 **CAL. LABOR CODE § 226.7, 512; IWC WAGE ORDER NO. 16-2001, §12**

13 **BY PLAINTIFF AGAINST ALL DEFENDANTS**

14 51. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set
15 forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

16 52. Pursuant to IWC Wage Order No. 16-2001, § 12 (A), "[e]very employer shall authorize
17 and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
18 work period. . . . [The] authorized rest period time shall be based on the total hours worked daily at the
19 rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof. . . . Authorized
20 rest period time shall be counted as hours worked, for which there shall be no deduction from wages."
21 California Labor Code § 226.7(a) prohibits an employer from requiring any employee to work during
22 any rest period mandated by an applicable order of the IWC. Under these laws, Defendants were required
23 to authorize and permit Plaintiff and Class members to take rest periods, based upon the total hours
24 worked at a rate of ten minutes' net rest per four hours, or major fraction thereof, with no deduction from
25 wages.

26 53. Defendants provided Plaintiff with policies that did not permit first or second rest breaks
27 for shifts between six and eight hours or third rest breaks for shifts over ten hours.

28 54. Defendants violated, and continue to violate California Labor Code § 226.7 and IWC

1 Wage Order No. 16-2001, § 12 by failing to pay Plaintiff who was not provided with a rest break, in
2 accordance with the applicable wage order, one additional hour of compensation at each employees'
3 regular rate of pay for each workday that a rest period was not provided.

4 55. Pursuant to Labor Code § 226.7, Plaintiff has sustained economic damages, including, but
5 not limited to, unpaid wages and lost interest, in an amount according to proof at trial, and is entitled to
6 recover one-hour of premium pay for each day in which a lawful meal period was not provided. Plaintiff
7 is further entitled to attorneys' fees pursuant to Code of Civil Procedure § 1021.5, and pursuant to Labor
8 Code section 2699(g)(1), Plaintiff is entitled to an award of reasonable attorneys' fees and costs relating
9 to their claims for civil penalties due to Defendants' violation of the California Labor Code and IWC
10 Wage Order No. 16-2001.

11
12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

14 **CAL. LABOR CODE §§ 226 & 226.3, IWC WAGE ORDER NO. 16-2001, § 7**

15 **AGAINST ALL DEFENDANTS**

16 56. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set
17 forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

18 57. California Labor Code § 226(a) and IWC Wage Order 10-2001, § 7(B) require employers
19 semimonthly or at the time of each payment of wages to furnish each employee with a statement itemizing,
20 among other things, all applicable hourly rates. Labor Code § 226(b) provides that if an employer
21 knowingly and intentionally fails to provide a statement itemizing, among other things, all applicable
22 hourly rates, then the employee is entitled to recover the greater of all actual damages or fifty dollars for
23 the initial violation and one hundred dollars for each subsequent violation, up to four thousand dollars.

24 58. Defendants knowingly and intentionally failed to furnish Plaintiff with timely, itemized
25 statements as required by California Labor Code § 226(a) and IWC Wage Order 10-2001, § 7(B). As a
26 result, Defendants are liable to Plaintiff and to the Class for the amounts provided by Labor Code § 226(b)
27 and for penalties, and attorneys' fees.

28 59. Plaintiff suffered, and continues to suffer, injury as a result of Defendants' failure to provide

1 timely and accurate itemized wage statements, as Plaintiff could not promptly and easily determine from
2 the wage statement alone one or more of the following: the gross wages earned, the total hours worked,
3 all deductions made, the net wages earned, the name and address of the legal entity or entities employing
4 Plaintiff, and/or all applicable hourly rates in effect during each pay period and the corresponding number
5 of hours worked at each hourly rate.

6 60. As a direct and proximate result of defendants' unlawful actions and omissions, Plaintiff
7 has been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest
8 thereon. Additionally, Plaintiff is entitled to all available statutory and civil penalties, including but not
9 limited to statutory and civil penalties pursuant to California Labor Code § 226(e) and 1174.5, and an
10 award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
11 California Labor Code § 226(e), as well as other available remedies.

12
13 **SIXTH CAUSE OF ACTION**
14 **FOR FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES**
15 **LABOR CODE § 2802**
16 **AGAINST ALL DEFENDANTS**

17 61. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though
18 set forth in full herein.

19 62. Pursuant to Labor Code § 450(a), "no employer...may compel or coerce any employee. . .
20 to patronize Plaintiff's or her employer, or any other person, in the purchase of any thing of value."

21 63. Pursuant to Labor Code § 2802(a), "an employer shall indemnify Plaintiff's or her employee
22 for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge
23 of Plaintiff's or her duties, or of Plaintiff's or her obedience to the directions of the employer."

24 64. Plaintiff was required by Defendants to expend Plaintiff's personal funds because of the
25 duties required by Defendants, as alleged hereinabove.

26 65. Pursuant to Labor Code § 2802(a), Defendants are legally required to reimburse Plaintiff for
27 all necessary expenditures incurred in the performance of his duties.

1 66. Defendants have failed and refused to reimburse Plaintiff for all necessary business
2 expenditures, including Plaintiff's mileage when required to complete work for Plaintiff's employer.

3 67. As a proximate result of the aforementioned violations of Labor Code §§ 450(a) and 2502(a),
4 Plaintiff is entitled to recover from Defendants the unpaid balance of all of the necessary aforementioned
5 expenditures.

6 68. As a proximate result of the aforementioned violations of Labor Code §§ 450(a) and 2502(a),
7 Plaintiff has been damaged in an amount according to proof at the time of trial, but estimated as follows:
8 Defendants failed to reimburse Plaintiff for clothes, maintenance of personal tools, use of cell phone for
9 each of the 72 weeks of Plaintiff's employment.

10 69. Pursuant to Labor Code § 2802(b), Plaintiff requests that the Court award interest at the
11 same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the necessary
12 expenditure or loss.

13 70. Pursuant to Labor Code § 2802(c), Plaintiff requests that the Court award Plaintiff
14 reasonable attorneys' fees and costs incurred in this action.

15
16 **SEVENTH CAUSE OF ACTION**

17 **FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING EMPLOYEES**

18 **CAL. LABOR CODE §§ 201, 202, 203**

19 **AGAINST ALL DEFENDANTS**

20 71. Plaintiff incorporates by reference and re-alleges the paragraphs set forth above as though
21 set forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

22 72. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required to pay all
23 earned and unpaid wages to discharged and quitting employees.

24 73. California Labor Code § 201 mandates that if an employer discharges an employee, the
25 employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

26 74. Pursuant to California Labor Code § 202, Defendants are required to pay all accrued wages
27 due to an employee no later than 72 hours after the employee quits his or her employment, unless the
28

1 employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is
2 entitled to his or her wages at the time of quitting.

3 75. California Labor Code § 203 provides that if an employer willfully fails to pay, in
4 accordance with California Labor Code §§ 201 and 202, any wages of an employee who discharged or who
5 quits, the employer is liable for waiting time penalties in the form of continued compensation to the
6 employee at the same rate for up to 30 workdays.

7 76. Defendants have willfully failed, and continue to willfully fail, to pay accrued wages and
8 other compensation to Plaintiff in accordance with California Labor Code §§ 201 and 202.

9 77. As a result, Plaintiff is entitled to all available statutory penalties, including the waiting time
10 penalties provided in California Labor Code § 203, together with interest thereon, as well as other available
11 remedies.

12
13 **EIGHTH CAUSE OF ACTION**

14 **UNFAIR AND UNLAWFUL BUSINESS PRACTICES**

15 **CAL. BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.**

16 **BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

17 78. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set
18 forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

19 79. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
20 predicated on the violation of any state or federal law. Defendants' policies, activities, and actions as
21 alleged herein, are violations of California law and constitute unlawful business acts and practices in
22 violation of California Business and Professions Code §§ 17200, *et seq.* Defendants have engaged and
23 continue to engage in unfair and unlawful business practices in California by practicing, employing, and
24 utilizing the employment practices outlined above, including failing to pay reporting time pay, and failing
25 to provide meal and rest breaks in violation of the applicable IWC Wage Order and California Labor Code.

26 80. Defendants' violations of California wage and hour laws constitute a business practice
27 because Defendants' aforementioned acts and omissions were done repeatedly over a significant period of
28 time, and in a systematic manner, to the detriment of Plaintiff.

1 81. Defendants have avoided payment of wages, overtime wages, meal and rest break premium
2 payments, and other benefits as required by the California Labor Code, the California Code of Regulations,
3 and the applicable IWC Wage Order. Furthermore, Defendants have failed to record, report, and pay the
4 correct sums of assessment to the state authorities under the California Labor Code and other applicable
5 regulations.

6 82. Defendants' unfair and unlawful business practices, as alleged in this Complaint, have
7 allowed Defendants to reap in unfair and illegal profits at the expense of Plaintiff, and members of the
8 public. Defendants should be made to disgorge their ill-gotten gains and restore them to Plaintiff. Plaintiff
9 seeks to enforce important rights affecting the public interest within the meaning of the California Code of
10 Civil Procedure § 1021.5

11 83. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff is entitled
12 to restitution of the wages withheld and retained by Defendants; an award of attorneys' fees pursuant to
13 California Labor Code § 1194; and California Code of Civil Procedure § 1021.5; interest; and an award of
14 costs.

15
16 **NINTH CAUSE OF ACTION**

17 **PRIVATE ATTORNEY GENERAL ACT**

18 **CAL. LABOR CODE §§ 2698, ET SEQ. [PAGA]**

19 **BY PLAINTIFF AGAINST ALL DEFENDANTS**

20 84. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set
21 forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

22 85. PAGA authorizes an aggrieved employee, on behalf of himself or other current or former
23 employees, to bring a civil action to recover civil penalties against his or her employer pursuant to the
24 procedures specified in California Labor Code § 2699.3. Plaintiff is an aggrieved employee within the
25 meaning of PAGA, and pursuant to PAGA, Plaintiff is entitled to recover civil penalties on behalf of himself
26 and other similarly aggrieved persons who are, or were employed, by Defendants and against whom one or
27 more of the alleged violations were committed. If the employee prevails as private attorney general, the
28 employer may be subject to civil penalties, of which the aggrieved employee is entitled to 25 percent.

86. Plaintiff has complied with the procedures for bringing suit under PAGA. Specifically, on or about October 15, 2020, Plaintiff gave written notice of Defendants' violations — including the facts and theories to support the violations — of various provisions of the California Labor Code and the applicable IWC Wage Order to (a) the LWDA by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

87. Pursuant to California Labor Code § 2699.3, the LWDA must give written notice by certified mail to the parties that it intends to investigate the alleged violations of the California Labor Code within 60 days of the date of the complainant's written notice and More than 65 days have passed since the notice and the LWDA did not provide the parties notice that it intended to investigate her claims.

88. During the applicable time period preceding the filing of Plaintiff's notice to the LWDA, Defendants violated California Labor Code §§ 204, 210 (untimely payment of wages), 204, 1118.12, 1197.1 (minimum wage), 226 (inaccurate itemized wage statements), 226.7 (meal and rest break violations), 512 (meal breaks), and 203 (waiting time penalties), as well as the applicable IWC Wage Order, as alleged in more detail above.

89. Pursuant to California Labor Code §§ 2699(a) and (f), and 2699.5, and 2699(g)(1), Plaintiff is entitled to an award of reasonable attorneys' fees and costs. To that end, Plaintiff seeks all relief entitled under PAGA for any penalties assessed against Defendants as a result of Defendants' California Labor Code violations, plus attorneys' fees and costs.

PRAYER FOR RELIEF

Wherefore, Plaintiff, individually, and on behalf of aggrieved employees, pray for an award and judgment against Defendants jointly and severally, as follows:

- | | |
|----|--|
| 1. | For compensatory damages in an amount to be ascertained at trial; |
| 2. | For civil penalties pursuant to Labor Code §98.6 in the amount of no less than \$10,000.00; |
| 3. | For civil penalties pursuant to Labor Code § 1102.5 in the amount of no less than \$10,000.00; |
| 4. | For payment of unpaid minimum wage compensation pursuant to Labor Code §§1182.12, |

1 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 1-2001, in the amount of no less than
2 \$3,120.00;

3 5. For liquidated damages pursuant to Labor Code §1194.2 in the amount of no less than
4 \$3,120.00;

5 6. For statutory penalties or damages pursuant to Labor Code §558 in the amount of no less
6 than \$1,250.00;

7 7. For payment of unpaid overtime compensation pursuant to Labor Code §510 and Industrial
8 Welfare Commission Order No. 16-2001, in the amount of no less than \$7,200.00;

9 8. For payment of meal and rest period compensation pursuant to Labor Code §§226.7 and
10 512, in the amount of no less than \$3,120.00;

11 9. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

12 10. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no less
13 than \$9,250.00;

14 11. For waiting time penalties pursuant to Labor Code §203, in the amount of no less than
15 \$7,200.00;

16 12. For an order appointing Plaintiff as class representative and Plaintiff's counsel as class
17 counsel;

18 13. For statutory penalties pursuant to Labor Code §2699, in the amount of no less than
19 \$7,600.00 on Plaintiff's own behalf, and similar amounts on behalf of all of Defendants' aggrieved
20 employees, estimated to exceed \$500,000.00;

21 14. For prejudgment interest on each of the foregoing at the legal rate from the date the
22 obligation became due through the date of judgment in this matter;

23 15. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful
24 conduct, failure to pay minimum wages, failure to pay overtime wages, failure to pay meal and rest period
25 wages and other compensation in accordance with the law;

26 16. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish
27 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

28 17. For costs of suit, attorneys' fees, and expert witness fees pursuant to the Labor Code and/or

1 any other basis;

2 18. For post-judgment interest; and

3 19. For any other relief that the Court deems just and proper.

4
5 DATED: December 31, 2020

THE DOMINGUEZ FIRM, LLP

6
7
8 By: 

Jace H. Kim, Esq.
Attorneys for Plaintiff,
JOSE NAVA

9
10
11 **JURY TRIAL DEMANDED**

12
13 Plaintiff, JOSE NAVA demands trial of all issues by jury.

14 DATED: December 31, 2020

THE DOMINGUEZ FIRM, LLP

15
16
17 By: 

Jace H. Kim, Esq.
Attorneys for Plaintiff,
JOSE NAVA

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jace H. Kim, Esq.(282039); Carlos Andres Perez, Esq.(285645); Javier Ramirez, Esq. (249516) The Doimguez Firm, LLP; 3250 Wilshire Blvd., Ste. 1200; Los Angeles, CA 90010 TELEPHONE NO.: (213) 401-1088 FAX NO. (Optional): (213) 201-8212 ATTORNEY FOR (Name): Plaintiff, Jose Nava		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: XXXXXX 751 W. Santa Ana Blvd MAILING ADDRESS: same as above CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center complex		
CASE NAME: Nava, Jose v. Big Ben, Inc.		
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000)	Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: 30-2020-01176777-CU-OE-CXC JUDGE: Judge Randall J. Sherman DEPT.:

Items 1-6 below must be completed (see instructions on page 2). CX-105

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

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Nine (9)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 31, 2020

Jace H. Kim, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 W. Santa Ana Blvd MAILING ADDRESS: P.O. Box 1994 CITY AND ZIP CODE: Santa Ana CA 92702 BRANCH NAME: Civil Complex Center	FOR COURT USE ONLY
SHORT TITLE: Nava vs. BIG BEN, INC., a California corporation	
NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 30-2020-01176777-CU-OE-CXC

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of Orange. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Jose Nava
 On Behalf of: Jose Nava; CCMS ID: 79152915
 Transaction Number: 3967585
 Court Received Date: 12/31/2020
 Court Received Time: 12:45:58 PM
 Filed Date: 12/31/2020
 Filed Time: 12:45 PM
 Fee Amount Assessed: \$1,435.00
 Case Number: 30-2020-01176777-CU-OE-CXC
 Case Title: Nava vs. BIG BEN, INC., a California corporation
 Location: Civil Complex Center
 Case Type: Other employment
 Case Category: Civil - Unlimited
 Jurisdictional Amount: > 25000

Case Title:

Documents Electronically Filed/Received

Status

Complaint

Accepted

Civil Case Cover Sheet

Accepted

Summons Issued and Filed

Accepted

Court Generated Documents

Payment Receipt

Comments

Submitter's Comments:

Clerk's Comments:

Please NOTE that PAGA CA Labor Code 2699
Automatically designates this case as Complex.

Complex Civil Cases ADR Packet -

www.occourts.org/forms/local/l1200.pdf Court Schedule -

www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-pa

Electronic Filing Service Provider Information

Service Provider OneLegal

Email: support@onelegal.com

Contact Person: Customer Support

Phone: 8009388815



SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

Superior Court of California, County of Orange

751 W. Santa Ana Blvd
Santa Ana, CA 92701

PAYMENT RECEIPT

E-Filing Transaction #: 3967585

Receipt #: 12653729

Clerk ID: gramirez

Transaction No: 12826578

Transaction Date: 12/31/2020

Transaction Time: 02:24:25 PM

Case Number	Fee Type	Qty	Fee Amount\$	Balance Due	Amount Paid	Remaining Balance
30-2020-01176777-CU-OE-CXC	194 - Complaint or other 1st paper	1	\$435.00	\$435.00	\$435.00	\$0.00
30-2020-01176777-CU-OE-CXC	34 - Complex Case Fee - Plaintiff	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00

Sales Tax: \$0.00

Total: **\$1,435.00** **Total Rem. Bal:**

E-Filing : - OneLegal

E-Filing: \$1,435.00

Total Amount Tendered: \$1,435.00

Change Due: \$0.00

Balance: **\$0.00**

A \$45 fee may be charged for each returned check, electronic funds transfer or credit card payment.

COPY