

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: Knight Transportation, Inc. Which Will Do
(AVISO AL DEMANDADO): Business In California As Arizona Knight
Transportation, Inc.; And Does 1 Through
20, Inclusive,

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

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

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

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 08 2020

BY DEBRA PEDROSA
DEBRA PEDROSA, DEPUTY

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: San Bernardino Justice Center
(El nombre y dirección de la corte es):

247 West 3rd Street San Bernardino, CA 92401

CASE NUMBER:
CIV DS 2015264

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jonathan M. Lebe, 777 S. Alameda Street, 2nd Floor, Los Angeles, CA 90021

DATE:
(Fecha)

JUL 08 2020

Clerk, by
(Secretario)

DEBRA PEDROSA

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):

[SEAL]

COPY

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

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 08 2020

BY 
DEBRA PEDROSA, DEPUTY

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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

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

Plaintiff,

vs.

Knight Transportation, Inc. Which Will Do
Business In California As Arizona Knight
Transportation, Inc.; And Does 1 Through
20, Inclusive,

Defendants.

Case No. **CIV DS 2015264**

CLASS ACTION COMPLAINT FOR:

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

DEMAND FOR JURY TRIAL

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

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Raul Martinez ("Plaintiff") brings this putative class action against
5 defendants Knight Transportation, Inc. Which Will Do Business In California As Arizona
6 Knight Transportation, Inc. and Does 1 through 20, inclusive (collectively, "Defendants"), on
7 behalf of 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 in a
10 systematic pattern of wage and hour violations under the California Labor Code and Industrial
11 Welfare Commission ("IWC") Wage Orders, all of which contribute to Defendants' deliberate
12 unfair competition.

13 4. Specifically, Plaintiff alleges that Defendants paid its drivers solely by mileage
14 and did not pay for pre-and post-trip inspection work duties and waiting time subject to
15 employer control and other non-driving time performing work duties, in violation of California
16 law. *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36 (employer does not
17 satisfy minimum wage obligations under Wage Orders by averaging "flag-rate" (piece-rate)
18 pay to auto mechanics, which would constitute illegal wage deduction and forfeiture under
19 Labor Code sections 221 and 223; employees entitled to separate hourly compensation for time
20 spent waiting for repair work or performing other non-repair tasks directed by employer during
21 their shifts). Further, Plaintiff alleges that the employer did not separately pay for compliant
22 10-minute rest periods in violation of California law. *Bluford v. Safeway Inc.* (2013) 216
23 Cal.App.4th 864 (task-based or piece-rate compensation formula that does not compensate
24 separately for rest periods does not comply with California minimum wage laws). Defendants
25 failed to pay for overtime, failed to provide off duty meal and rest breaks, failed to reimburse
26 for business expenses including the work-related use of cellular telephones, and failed to pay
27 all final wages.

28 ///

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

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

14 6. Plaintiff brings this lawsuit seeking monetary relief against Defendants on
15 behalf of himself and all others similarly situated in California to recover, among other things,
16 unpaid wages and benefits, interest, attorneys' fees, costs and expenses and penalties pursuant
17 to Labor Code §§ 201-203, 204, 210, 221, 226, 226.7, 510, 511, 512, 1182.12, 1194, 1194.2,
18 1197 and 1198.

19 **JURISDICTION AND VENUE**

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

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

27 9. This Court has jurisdiction over all Defendants because, upon information and
28 belief, they are citizens of California, have sufficient minimum contacts in California or

1 otherwise intentionally avail themselves of the California market so as to render the exercise of
2 jurisdiction over them by the California courts consistent with traditional notions of fair play
3 and substantial justice.

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

7 THE PARTIES

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

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

14 13. Plaintiff is unaware of the true names or capacities of the defendants sued herein
15 under the fictitious names Does 1 through 20, but will seek leave of this Court to amend this
16 Complaint and serve such fictitiously named defendants once their names and capacities
17 become known.

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

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

28 16. At all relevant times, Defendants, and each of them, acted within the scope of

1 such agency or employment, or ratified each and every act or omission complained of herein.
2 At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
3 each and all the other Defendants in proximately causing the damages herein alleged.

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

7 **CLASS ACTION ALLEGATIONS**

8 18. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of
9 himself and all others similarly situated who were affected by Defendants' Labor Code,
10 Business and Professions Code §§ 17200 and IWC Wage Order violations.

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

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

14 Class

15 All current or former California drivers employed by Defendants from April 6,
16 2016¹ until the entry of judgment, other than those drivers whose wage and hour
17 claims were released in previous settlements.

18 21. Plaintiff also seeks to certify the following Subclass of employees:

19 Waiting Time Subclass

20 All members of the Class who separated their employment from Defendants from
21 April 6, 2017 up until the entry of judgment, other than those drivers whose wage
22 and hour claims were released in previous settlements.

23 22. Members of the Class and Subclass described above will be collectively referred
24 to as "class members." Plaintiff reserves the right to establish other or additional subclasses, or
25 modify any Class or Subclass definition, as appropriate based on investigation, discovery and
26

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

1 specific theories of liability.

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

- 6 (a) Whether Defendants failed to compensate Plaintiff and class members to work off-
7 the-clock, resulting in a failure to pay all minimum wages and overtime wages;
8 (b) Whether Defendants paid Plaintiff and class members overtime and doubletime
9 compensation at the proper rates;
10 (c) Whether Defendants failed to timely pay all wages earned by Plaintiff and class
11 members;
12 (d) Whether Defendants deprived Plaintiff and class members of compliant meal
13 periods or required Plaintiff and class members to work through meal periods
14 without compensation;
15 (e) Whether Defendants deprived Plaintiff and class members of compliant rest
16 breaks;
17 (f) Whether Defendants failed to timely pay Plaintiff and former class members all
18 wages due upon termination or within 72 hours of resignation;
19 (g) Whether Defendants required Plaintiff and class members to use their personal
20 cellular devices to for work-related purposes, without paying a reasonable
21 percentage of their bills;
22 (h) Whether Defendants failed to furnish Plaintiff and class members with accurate,
23 itemized wage statements; and
24 (i) Whether Defendants engaged in unfair business practices in violation of Business
25 & Professions Code §§ 17200, *et seq.*

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

- 28 (a) Numerosity: The members of the Class are so numerous that joinder of all

1 members is impractical. Although the members of the Class are unknown
2 to Plaintiff at this time, on information and belief, the Class is estimated to
3 be greater than 100 individuals. The identity of the class members are
4 readily ascertainable by inspection of Defendants' employment and payroll
5 records.

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

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

23 (d) Superiority: The nature of this action makes the use of class action
24 adjudication superior to other methods. A class action will achieve
25 economies of time, effort and expense as compared with separate lawsuits,
26 and will avoid inconsistent outcomes because the same issues can be
27 adjudicated in the same manner and at the same time for each Class. If
28 appropriate this Court can, and is empowered to, fashion methods to

efficiently manage this case as a class action.

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

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

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

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

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

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

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

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1 29. Defendants' failure to pay Plaintiff and class members the minimum wage as
2 required violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and class
3 members are entitled to recover the unpaid balance of their minimum wage compensation as
4 well as interest, costs and attorney's fees.

5 30. Pursuant to Labor Code § 1194.2, Plaintiff and class members are entitled to
6 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
7 thereon.

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PAY OVERTIME WAGES**

10 **(Violation of Labor Code §§ 510, 511, 1194 and 1198; Violation of IWC Wage Order)**

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

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

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

23 34. Plaintiff and class members were non-exempt employees entitled to the
24 protections of California Labor Code §§ 510, 511 and 1194.

25 35. During the relevant time period, Defendants failed to pay Plaintiff and class
26 members overtime and doubletime wages at the correct rate because they failed to include non-
27 discretionary wages, including, but not limited to, shift premiums, and/or other incentive pay in
28 the computation of their overtime and doubletime rate of pay, which caused Plaintiff and Class

1 Members to not be paid all overtime and doubletime wages owed. Defendants also failed to
2 pay Plaintiffs and class members overtime and doubletime wages for all overtime hours
3 worked when they required Plaintiffs and class members to work off-the-clock during meal
4 breaks, or for work performed during off-the-clock security checks. Because Plaintiff and
5 class members worked shifts of eight hours or more, and twelve hours or more, this unpaid
6 time qualified for overtime premium payment, and doubletime premium payment.

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

10 37. Defendants' failure to pay Plaintiff and class members the unpaid balance of
11 overtime and doubletime compensation, as required by California law, violates the provisions
12 of Labor Code §§ 510, 511 and 1198, and is therefore unlawful.

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

16 **THIRD CAUSE OF ACTION**

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

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

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

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

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

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

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

6 **FOURTH CAUSE OF ACTION**

7 **UNLAWFUL DEDUCTION OF WAGES**

8 **(Violation of Labor Code § 221)**

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

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

14 46. During the relevant time period, Defendants made unlawful deductions from
15 Plaintiff's and class members' wages.

16 47. Defendants' violation of Labor Code § 221 caused Plaintiffs and class members to
17 suffer substantial monetary losses, and expenses and attorney's fees in seeking to compel
18 Defendants to fully perform their obligations under California law, as a result Plaintiff and class
19 members suffered and continue to suffer a loss of wages and compensation.

20 **FIFTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE MEAL PERIODS**

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

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

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

27 50. Section 11 of the applicable IWC Wage Order states, "no employer shall employ
28 any person for a work period of more than five (5) hours without a meal period of not less than

1 30 minutes, except that when a work period of not more than six (6) hours will complete the
2 day's work the meal period may be waived by mutual consent of the employer and the
3 employee."

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

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

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

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

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

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

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO PERMIT REST BREAKS**

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

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

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

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

13 60. During the relevant time period, Plaintiff and class members did not receive a ten
14 (10) minute rest period for every four (4) hours or major fraction thereof worked. Defendants
15 failed to provide Plaintiff and class members with a second rest period for shifts lasting eight
16 hours or longer, or a third rest period for shifts lasting twelve hours or longer.

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

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

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

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1 **SEVENTH CAUSE OF ACTION**

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

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

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

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

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

22 67. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff
23 and class members have suffered injury and damage to their statutorily protected rights.
24 Specifically, Plaintiff and class members have been injured by Defendants' intentional
25 violation of California Labor Code § 226(a) because they were denied both their legal right to
26 receive, and their protected interest in receiving, accurate itemized wage statements under
27 California Labor Code § 226(a). Plaintiff has had to file this lawsuit in order to determine the
28 extent of the underpayment of wages, thereby causing Plaintiff to incur expenses and lost time.

1 Plaintiff would not have had to engage in these efforts and incur these costs had Defendants
2 provided the accurate wages earned. This has also delayed Plaintiff's ability to demand and
3 recover the underpayment of wages from Defendants.

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

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

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

18 **EIGHTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

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

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

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

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

28 74. Further, Labor Code section 2802 additionally provides, in pertinent part:

1 “(c)...the term ‘necessary expenditures or losses’ shall include all reasonable costs, including but
2 not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this
3 section.”

4 75. California Labor Code section 2804 mandates that this statutory right cannot be
5 waived.

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

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

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

19 79. Plaintiff, on behalf of himself and class members, requests relief as described
20 below.

21 **NINTH CAUSE OF ACTION**

22 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT AND**

23 **WITHIN THE REQUIRED TIME**

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

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

27 81. California Labor Code §§ 201 and 202 provide that if an employer discharges an
28

1 employee, the wages earned and unpaid at the time of discharge are due and payable
2 immediately, and that if an employee voluntarily leaves his employment, his wages shall
3 become due and payable not later than seventy-two (72) hours thereafter, unless the employee
4 has given seventy-two (72) hours previous notice of his intention to quit, in which case the
5 employee is entitled to his wages at the time of quitting.

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

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

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

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

22 **TENTH CAUSE OF ACTION**

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

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

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

1 88. Defendants' activities, as alleged herein, violate California law and constitute
2 unlawful business acts or practices in violation of California Business and Professions Code
3 §§ 17200, *et seq.*

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

6 90. Defendants' policies and practices have violated state law in at least the
7 following respects:

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

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

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

14 (d) Deducting the wages of Plaintiff and class members in violation of Labor Code
15 § 221;

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

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

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

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

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

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

6 **PRAYER FOR RELIEF**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 15. For an order requiring Defendants to restore and disgorge all funds to each
9 employee acquired by means of any act or practice declared by this Court to be unlawful, unfair
10 or fraudulent and, therefore, constituting unfair competition under Business and Professions Code
11 §§ 17200, *et seq.*;

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

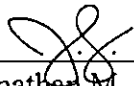
14 17. For pre-judgment interest; and

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

16
17 Dated: July 6, 2020

LEBE LAW, APLC

18
19 By: _____


Jonathan M. Lebe

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

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Dated: July 6, 2020

By:  _____
Jonathan M. Lebe
Attorney for Plaintiff Raul Martinez,
Individually and on behalf of all others similarly
situated

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jonathan M. Lebe (SBN 284605) Lebe Law, APLC 777 S. Alameda Street, 2nd Floor, Los Angeles, CA 90021 TELEPHONE NO.: (213) 358-7046 FAX NO.: ATTORNEY FOR (Name): Raul Martinez	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT JUL 08 2020 BY <u>DM</u> DEBRA PEDROSA, DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino STREET ADDRESS: 247 West 3rd Street MAILING ADDRESS: 247 West 3rd Street CITY AND ZIP CODE: San Bernardino, CA 92401 BRANCH NAME: San Bernardino Justice Center	
CASE NAME: Raul Martinez v. Knight Transportation, Inc.	
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)	Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: CIV DS 2015264	
JUDGE: DEPT:	

Items 1–6 below must be completed (see instructions on page 2).

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

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

Date: July 6, 2020
 Jonathan M. Lebe

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

CIV DS 2015264

Raul Martinez

Case No.: _____

vs.

CERTIFICATE OF ASSIGNMENT

Knight Transportation, Inc.

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the San Bernardino District of the Superior Court under Rule 131 and General Order of this court for the checked reason:

- | | |
|--|---|
| ☐ General | ☐ Collection |
| Nature of Action | Ground |
| ☐ 1. Adoption | Petitioner resides within the district |
| ☐ 2. Conservator | Petitioner or conservatee resides within the district. |
| ☐ 3. Contract | Performance in the district is expressly provided for. |
| ☐ 4. Equity | The cause of action arose within the district. |
| ☐ 5. Eminent Domain | The property is located within the district. |
| ☐ 6. Family Law | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ 7. Guardianship | Petitioner or ward resides within the district or has property within the district. |
| ☐ 8. Harassment | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ 9. Mandate | The defendant functions wholly within the district. |
| ☐ 10. Name Change | The petitioner resides within the district. |
| ☐ 11. Personal Injury | The injury occurred within the district. |
| ☐ 12. Personal Property | The property is located within the district. |
| ☐ 13. Probate | Decedent resided or resides within or had property within the district. |
| ☐ 14. Prohibition | The defendant functions wholly within the district. |
| ☐ 15. Review | The defendant functions wholly within the district. |
| ☐ 16. Title to Real Property | The property is located within the district. |
| ☐ 17. Transferred Action | The lower court is located within the district. |
| ☐ 18. Unlawful Detainer | The property is located within the district. |
| ☐ 19. Domestic Violence | The petitioner, defendant, plaintiff or respondent resides within the district. |
| ☒ 20. Other Employment | The employment occurred within this district. |
| ☐ 21. THIS FILING WOULD | NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT |

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designed district is:

13225 Jurupa Ave

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

ADDRESS

Fontana
CITY

CA

STATE

92337

ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on July 6, 2020 at Lake Arrowhead, California.



Signature of Attorney/Party