

SUMMONS (CITACION JUDICIAL)

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

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO): OmniTrans; and Does 1 through
20, inclusive,

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

Corleen Norwood, individually and on
behalf of all others similarly situated,

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:
(Número del Caso):

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. Lebc, 777 S. Alameda Street, 2nd Floor, Los Angeles, CA 90021

DATE: Clerk, by , Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)	☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation)	☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership)	☐ CCP 416.90 (authorized person)
☐ other (specify):	
4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jonathan M. Lebe (SBN 284605) Lebe Law, APLC 777 S. Alameda Street, 2nd Floor, Los Angeles, CA 90021		FOR COURT USE ONLY
TELEPHONE NO.: (213) 358-7046 FAX NO.: ATTORNEY FOR (Name): Corleen Norwood		
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: Corleen Norwood v. Omnitrans		
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: 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 (<i>not specified above</i>) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (<i>not specified above</i>) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (*specify*):
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: August 17, 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.

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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

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Telephone: (213) 358-7046

Attorneys for Plaintiff Corleen Norwood,
individually and on behalf of all others similarly situated

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

Corleen Norwood, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

OmniTrans; and Does 1 through 20,
inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT FOR:

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

DEMAND FOR JURY TRIAL

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

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

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

8 2. Defendants operate a transportation agency.

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

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

- 15 (a) Failing to pay minimum wages;
- 16 (b) Failing to pay overtime and doubletime wages;
- 17 (c) Failing to pay Reporting Time Pay;
- 18 (d) Failing to provide meal periods or compensation in lieu thereof;
- 19 (e) Failing to authorize or permit rest per or provide compensation in lieu thereof;
- 20 (f) Failing to provide accurate itemized wage statements;
- 21 (g) Failing to reimburse for all business expenses; and
- 22 (h) Failing to pay all wages due upon separation of employment.

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

- 25 (a) Defendants also failed to pay all hours worked. Plaintiff and Class Members
26 would report to work at the yard and be on “standby” awaiting being assigned a
27 route. However, Defendants would not pay Plaintiff and Class Members for all
28 such “standby” hours under their control.

1 (b) Defendants failed to provide meal and rest in violation of California law.

2 Plaintiff and Class Members were not able to take required off-duty meal
3 periods during their shifts. Class Members were also routinely denied a second
4 meal break for shifts lasting longer than ten hours. When Class Members
5 suffered meal and rest period violations, Defendants failed to pay an additional
6 hour of pay at the regular rate of pay to Class Members.

7 (c) Defendants failed to pay the proper overtime rate by failing to include all
8 remuneration (e.g., “Guaranteed Hours OPS”) in calculating Class Members’
9 overtime and doubletime rates (in violation of Labor Code Sections 510, 1194,
10 and 1198). Defendants also failed to pay Class Members’ overtime wages for
11 all overtime hours worked when they required them to work off-the-clock.

12 (d) Defendants failed to provide accurate and complete wage statements to Plaintiff
13 and Class Members. The wage statements did not contain all required items
14 pursuant to Labor Code section 226, including but not limited to the hourly rate
15 for all hours worked and the correct total hours worked.

16 (e) Defendants have failed to reimburse Plaintiff and class members for all business
17 expenses, including the cost of their personal cellular telephone for work
18 purposes and also the cost of purchasing masks, gloves and any other Personal
19 Protective Equipment (“PPE”).

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

24 **JURISDICTION AND VENUE**

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

28 8. This Court has jurisdiction over this action pursuant to the California

1 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all
2 causes except those given by statutes to other courts. The statutes under which this action is
3 brought do not specify any other basis for jurisdiction.

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

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

12 **THE PARTIES**

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

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

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

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

28 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the

1 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
2 Does 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
3 the other's behalf. The acts of any and all Defendants were in accordance with, and represent,
4 the official policy of Defendants.

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

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

12 **CLASS ACTION ALLEGATIONS**

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

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

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

19 Class

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

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

23 Waiting Time Subclass

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

25 21. Members of the Class and Subclass described above will be collectively referred
26 to as "class members." Plaintiff reserves the right to establish other or additional subclasses, or

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 modify any Class or Subclass definition, as appropriate based on investigation, discovery and
2 specific theories of liability.

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

- 7 (a) Whether Defendants paid Plaintiff and class members all minimum wage
8 compensation;
- 9 (b) Whether Defendants paid Plaintiff and class members overtime and doubletime
10 compensation at the proper rates;
- 11 (c) Whether Defendants deprived Plaintiff and class members of compliant meal
12 periods or required Plaintiff and class members to work through meal periods
13 without compensation;
- 14 (d) Whether Defendants deprived Plaintiff and class members of compliant rest
15 breaks;
- 16 (e) Whether Defendants failed to timely pay Plaintiff and former class members all
17 wages due upon termination or within 72 hours of resignation;
- 18 (f) Whether Defendants failed to furnish Plaintiff and class members with accurate,
19 itemized wage statements;
- 20 (g) Whether Defendants failed to reimburse Plaintiff and class members for business
21 expenses; and
- 22 (h) Whether Defendants engaged in unfair business practices in violation of Business
23 & Professions Code §§ 17200, *et seq.*

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

- 26 (a) Numerosity: The members of the Class are so numerous that joinder of all
27 members is impractical. Although the members of the Class are unknown
28 to Plaintiff at this time, on information and belief, the Class is estimated to

1 be greater than 100 individuals. The identity of the class members are
2 readily ascertainable by inspection of Defendants' employment and payroll
3 records.

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

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

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

28 (e) Public Policy Considerations: Employers in the State of California and

1 other states violate employment and labor laws every day. Current
2 employees are often afraid to assert their rights out of fear of direct or
3 indirect retaliation. Former employees are fearful of bringing actions
4 because they believe their former employers might damage their future
5 endeavors through negative references and/or other means. Class actions
6 provide the class members who are not named in the complaint with a
7 type of anonymity that allows for the vindication of their rights at the
8 same time as affording them privacy protections.

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PAY MINIMUM WAGES**

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

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

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

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

23 27. During the relevant time period, Defendants regularly failed to pay at least
24 minimum wage to Plaintiff and class members for all hours worked pursuant to Labor Code
25 §§ 1194 and 1197.

26 28. Defendants' failure to pay Plaintiff and class members the minimum wage as
27 required violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and class
28

1 members are entitled to recover the unpaid balance of their minimum wage compensation as
2 well as interest, costs and attorney's fees.

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

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PAY OVERTIME WAGES**

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

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

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

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

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

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

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

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

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO PAY REPORTING TIME PAY**

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

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

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

10 39. Section 5 of the applicable IWC Wage Order requires that on each workday that an
11 employee reports for work as scheduled but is not put to work or is furnished less than half of the
12 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
13 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours at
14 the employee's regular rate of pay, which shall not be less than the minimum wage. Section 5 of
15 the applicable Wage Order denominates this as "Reporting Time Pay."

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

22 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

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

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

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

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

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

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

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

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

6 51. During the relevant time period, Plaintiff and class members did not receive
7 compliant meal periods for each five hours worked per day as a result of, among other things,
8 lack of proper coverage and scheduling of meal periods during these employees' shifts.
9 Defendants have also required class members to be "on duty" during meal and rest periods such
10 that they have not been provided with legally compliant meal and rest periods under California
11 law. Finally, Defendants also routinely failed to provide Plaintiff and class members with a
12 second, off-the-clock meal break for shifts lasting longer than ten hours.

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

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

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

22 **SIXTH CAUSE OF ACTION**

23 **FAILURE TO PERMIT REST BREAKS**

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

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

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

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

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

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

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

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

17 **SEVENTH CAUSE OF ACTION**

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

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

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

22 63. Labor Code § 226(a) requires Defendants to provide each employee with an
23 accurate wage statement in writing showing nine pieces of information, including: (1) gross
24 wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units
25 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
26 deductions, provided that all deductions made on written orders of the employee may be
27 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
28 for which the employee is paid, (7) the name of the employee and the last four digits of his or

1 her social security number or an employee identification number other than a social security
2 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
3 hourly rates in effect during the pay period and the corresponding number of hours worked at
4 each hourly rate by the employee.

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

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

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

26 67. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff
27 and class members from knowing, understanding and disputing the wages paid to them, and
28 resulted in an unjustified economic enrichment to Defendants. As a result of Defendants'

1 knowing and intentional failure to comply with California Labor Code § 226(a), Plaintiff and
2 class members have suffered an injury, and the exact amount of damages and/or penalties is all
3 in an amount to be shown according to proof at trial.

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

7 **EIGHTH CAUSE OF ACTION**

8 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

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

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

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

14 71. Labor Code § 2802 provides, in pertinent part, "[a]n employer shall indemnify
15 his or her employee for all necessary expenditures or losses incurred by the employee in direct
16 consequence of the discharge of his or her duties..."

17 72. Further, Labor Code § 2802 additionally provides, in pertinent part: "(c)...the
18 term 'necessary expenditures or losses' shall include all reasonable costs, including but not
19 limited to, attorney's fees incurred by the employee enforcing the rights granted by this
20 section."

21 73. The Applicable IWC Wage Order § 9 provides that: "When tools or equipment
22 are required by the employer or are necessary to the performance of a job, such tools and
23 equipment shall be provided and maintained by the employer . . ."

24 74. California Labor Code section 2804 mandates that this statutory right cannot be
25 waived.

26 75. During the relevant time period, Defendants were required to indemnify and
27 reimburse Plaintiff and members of the Plaintiff Class for all expenditures or losses caused by
28 the employer's want of ordinary care and/or incurred in direct consequent of the discharge of

1 their duties, but failed to indemnify and reimburse Plaintiff and members of the Plaintiff Class.

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

7 77. Accordingly, Plaintiff and members of the Plaintiff Class are entitled to recover,
8 and hereby seek, an amount equal to incurred necessary expenditures, pre- and post-judgment
9 interest, applicable penalties, attorneys' fees and costs, and any further equitable relief this
10 Court may deem just and proper. *See* Cal. Lab. Code § 2802, *see also*, Cal. Civ. Proc. Code §
11 1021.5.

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

14 **NINTH CAUSE OF ACTION**

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

16 **WITHIN THE REQUIRED TIME**

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

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

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

26 81. During the relevant time period, Defendants willfully failed to pay Plaintiff and
27 Waiting Time Subclass members all their earned wages upon termination including, but not
28 limited to, proper minimum wages, Reporting Time Pay, and overtime and doubletime

1 compensation, either at the time of discharge or within seventy-two (72) hours of their leaving
2 Defendants' employ.

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

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

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

15 **TENTH CAUSE OF ACTION**

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

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

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

22 87. Defendants' activities, as alleged herein, violate California law and constitute
23 unlawful business acts or practices in violation of California Business and Professions Code §§
24 17200, *et seq.*

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

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

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

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

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

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

11 (e) Failing to provide Plaintiff and class members with accurate itemized wage
12 statements in violation of Labor Code § 226; and

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

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

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

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

PRAYER FOR RELIEF

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

1. For certification of this action as a class action, including certifying the Class and Subclass alleged by Plaintiff;
2. For appointment of Corleen Norwood as the class representatives;
3. For appointment of Lebe Law, APLC as class counsel for all purposes;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For economic and/or special damages in an amount according to proof with interest thereon;
6. To pay all minimum, regular, and/or overtime wages for all hours worked as required by law in an amount according to proof;
7. To pay all meal period premiums for failure to provide off-duty meal periods as required by law, in an amount according to proof;
8. To pay all rest period premiums for failure to provide paid 10-minute rest periods as required by law, in an amount according to proof;
9. For reimbursement of unpaid business expenses, in accordance with Labor Code section 2802;
10. For reasonable attorneys' fees, costs of suit and interest to the extent permitted by law, including pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 226(e) and 1194;
11. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
12. For liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon pursuant to Labor Code § 1194.2;
13. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
14. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair

1 or fraudulent and, therefore, constituting unfair competition under Business and Professions Code
2 §§ 17200, *et seq.*;

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

5 16. For pre-judgment interest; and

6 17. For such other relief as the Court deems just and proper.

7
8 Dated: August 17, 2020

Lebe Law, APLC

9
10 By: _____


Jonathan M. Lebe

11 Attorney for Plaintiff Corleen Norwood,
12 Individually and on behalf of all others similarly
situated

13 **DEMAND FOR JURY TRIAL**

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

15 Dated: August 17, 2020

Lebe Law, APLC

16
17 By: _____


Jonathan M. Lebe

18 Attorney for Plaintiff Corleen Norwood,
19 Individually and on behalf of all others similarly
20 situated

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

Corleen Norwood _____

Case No.: _____

vs.

CERTIFICATE OF ASSIGNMENT

Omnitrans _____

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:

1700 W. Fifth Street

NAME – INDICATE TITLE OR OTHER QUALIFYING FACTOR

ADDRESS

San Bernardino

CA

92411

CITY

STATE

ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on August 17, 2020 at Los Angeles, California.



Signature of Attorney/Party