

SUMMONS (CITACION JUDICIAL)

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

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

GLOBAL CREW SERVICES, INC. a California Corporation; GURSEWAK SINGH BRAR, an individual; KARANDEEP SINGH BRAR, an individual; INJERJEET KAUR, and DOES 1 through 50

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

DANIEL MATEROV (Additional Parties Attachment form is attached.)

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles County Superior Court
275 Magnolia
Long Beach, CA 90802

CASE NUMBER: (Número del Caso):
20LBCV00554

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):

Arin Norijanian and James Demerjian, ARIN | JAMES LLP, 100 North Brand Blvd., Suite 620, Glendale, CA 91203; 818-476-0133

DATE:
(Fecha) 12/22/2020

Clerk, by
(Secretario) J. Ballesteros, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).) Sherri R. Carter Executive Officer / Clerk of Court
(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

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☐ 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):
- ☐ by personal delivery on (date)

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SUM-200(A)

SHORT TITLE:

Materov, et al. v. Global Crew Services, Inc., et al.

CASE NUMBER:

20LBCV00554

INSTRUCTIONS FOR USE

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

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

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

and JOSE L. DE LEON, individually and on behalf all other aggrieved employees of DEFENDANTS in the State of California

Page _____ of _____

Page 1 of 1

ADDITIONAL PARTIES ATTACHMENT Attachment to Summons

For your protection and privacy, please press the Clear This Form button after you have printed the form.

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5 (818) 476-0133 | Fax: (818) 230-5243

6 Attorneys for Plaintiffs,

DANIEL MATEROV and JOSE L. DE LEON

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES, SOUTH DISTRICT**

10 DANIEL MATEROV and JOSE L. DE
11 LEON, individually and on behalf all other
12 aggrieved employees of DEFENDANTS in the
State of California,

13 Plaintiffs,

14 vs.

15 GLOBAL CREW SERVICES, INC. a
California Corporation; GURSEWAK SINGH
16 BRAR, an individual; KARANDEEP SINGH
BRAR, an individual; INJERJEET KAUR,
17 and DOES 1 through 50, inclusive,

18 Defendants.

Case No. **20LBCV00554**

**COMPLAINT FOR DAMAGES, UNPAID
WAGES, AND REPRESENTATIVE
ACTION FOR PAGA PENALTIES**

1. Violation of California Labor Code § 226.7 and 512 (Failure to Provide Meal Period)
2. Violation of California Labor Code § 226.7 (Failure to Provide Rest Periods)
3. Violation of California Labor Code §§ 201-204 (Wages Not Paid Upon Termination and By The Appropriate Pay Period)
4. Violation of California Labor Code §§ 558, 1194, 1197 and 1197.1 (Failure to Pay Minimum Wage)
5. Violation of California Labor Code §§ 510, 558, 1194, and 1197.1 (Failure to Pay Overtime)
6. Violation of California Labor Code § 226(a) (Improper Wage Statements)
7. Violation of California Labor Code § 227.3 (Failure to Pay Vacation Pay);
8. Violation of California Labor Code §§ 1174, 1174.5 and 1198 (Failure to Maintain Records)
9. Violation of California Business & Professions Code § 17200, et seq. (Unfair Competition)
10. Violation of California Labor Code §§ 2698, et seq. (PAGA)

DEMAND FOR JURY TRIAL



NATURE OF ACTION

1. Plaintiffs DANIEL MATEROV (“MATEROV”) and JOSE L. DE LEON (“DE LEON”) (collectively “Plaintiffs”) bring this individual and representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), on behalf of themselves and all other current and former misclassified employees and all other current and former non-exempt employees of Defendants Global Crew Services, Inc. (“GCS”); GURSEWAK SINGH BRAR (“GURSEWAK”); KARANDEEP SINGH BRAR (“KARANDEEP”); INDERJEET KAUR (“KAUR”); and DOES 1 through 50 (collectively, “Defendants”) for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

2. Plaintiffs bring this representative action against Defendants for engaging in a pattern of wage and hour violations under the California Labor Code and the Industrial Welfare Commission (“IWC”) Wage Orders; on information and belief, IWC Wage Order No. 4 is applicable to Defendants’ business and trade.

3. In addition to seeking individual relief, Plaintiffs bring this action on behalf of all other current and former misclassified employees and all other current and former non-exempt employees who were employed by Defendants in the State of California during the applicable PAGA time period (hereinafter referred to as “Aggrieved Employees”).

4. This complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code against Defendants.

5. Plaintiffs are informed and believe and based thereon allege that Defendants, jointly and severally, have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees. Defendants’ systematic pattern of wage and hour and IWC Wage Order violations toward Plaintiffs and other Aggrieved Employees include, *inter alia*:

- a. Failure to provide compliant meal and rest periods;
- b. Failure to pay all minimum, regular, and overtime wages;
- c. Failure to pay vacation pay;
- d. Failure to maintain true and accurate records;

- e. Failure to provide accurate itemized wage statements; and
- f. Failure to timely pay wages due during and upon separation of employment.

6. Plaintiffs bring this lawsuit against Defendants seeking restitution, declaratory judgment, injunctive relief, and monetary relief on behalf of themselves and all other Aggrieved Employees of Defendants in California. Plaintiffs seek to recover, *inter alia*, unpaid wages, unpaid vacation pay, interest, attorney's fees, damages, liquidated damages, penalties, and costs pursuant to Labor Code sections 201, 202, 204, 210, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, California Business and Professions Code section 17200, *et seq.*, and the provisions of the applicable IWC Wage Order.

7. Plaintiffs reserve the right to name additional representatives throughout the State of California.

PARTIES, THEIR AGENTS AND JOINT LIABILITY

8. Plaintiff MATEROV is an individual residing in Long Beach, California.

9. Plaintiff DE LEON is an individual residing in Los Angeles, California.

10. Defendants employed Plaintiff MATEROV as an "operations manager," as a "driver," and as a "security guard." Defendants employed Plaintiff DE LEON as a "driver" and as a "security guard. Defendants classified Plaintiffs as exempt throughout the duration of their employment and based on that classification, Defendants did not pay Plaintiffs a premium rate for overtime hours worked nor did they provide or ensure that they receive complaint meal or rest breaks. Defendants, however, misclassified Plaintiffs as exempt employees because they did not employ them in a position that met the requirements of an exemption as defined under the Industrial Welfare Commission ("IWC") Wage Orders; on information and belief, IWC Wage Order No. 4 is applicable to Defendants' business and trade. Specifically, Plaintiffs were neither paid the requisite minimum salary nor performed exempt job duties to fall within exempt classifications.

11. Plaintiffs are "aggrieved employees" within the meaning of Labor Code section 2699(c) because they were employed by Defendants and suffered one or more of the violations committed by Defendants.

1 12. At all relevant times herein, Defendant GCS is a California corporation with its
2 principal place of business within the State of California and was at all relevant times authorized
3 and did do business in the State of California. Defendant GCS was and is an employer of
4 Plaintiffs and of other Aggrieved Employees within the meaning of the California Labor Code, the
5 applicable Wage Order. Defendant GCS exercised control over the wages, hours and working
6 conditions of Plaintiffs and other Aggrieved Employees, and supervised their work. Defendant
7 GCS suffered and permitted Plaintiffs and other Aggrieved Employees to work. Defendant GCS
8 knew or reasonably should have known that Plaintiffs and other Aggrieved Employees were
9 subjected to unlawful working conditions.

10 13. All relevant times herein, Defendant GCS was an employer whose employees were
11 and are engaged to work in the State of California.

12 14. At all relevant times herein, Defendant GURSEWAK was and is the chief
13 executive officer and director of Defendant GCS and on information and belief, was and now is an
14 individual residing in Contra Costa County, California. Plaintiffs are informed and believe, and
15 based thereon allege, that Defendant GURSEWAK is a person acting on behalf of Defendant GCS
16 pursuant to Labor Code § 558 and is an officer or agent of Defendant GCS pursuant to Labor
17 Code § 1197.1.

18 15. At all relevant times herein, Defendant KARANDEEP was and is the secretary of
19 Defendant GCS and on information and belief, was and now is an individual residing in Contra
20 Costa County, California. Plaintiffs are informed and believe, and based thereon allege, that
21 Defendant KARANDEEP is a person acting on behalf of Defendant GCS pursuant to Labor Code
22 § 558 and is an officer or agent of Defendant GCS pursuant to Labor Code § 1197.1.

23 16. At all relevant times herein, Defendant KAUR was and is the chief operating
24 officer of Defendant GCS and on information and belief, was and now is an individual residing in
25 Contra Costa County, California. Plaintiffs are informed and believe, and based thereon allege,
26 that Defendant KAUR is a person acting on behalf of Defendant GCS pursuant to Labor Code §
27 558 and is an officer or agent of Defendant GCS pursuant to Labor Code § 1197.1.

1 17. The true names and capacities, whether corporate, associate, individual or
2 otherwise of defendants DOES 1 through 50, inclusive, are unknown to Plaintiffs, who therefore
3 sue said defendants by such fictitious names pursuant to California Code of Civil Procedure § 474.
4 Each of the defendants designated herein as a DOE is negligently or otherwise legally responsible
5 in some manner for the events and happenings herein referred to and caused injuries and damages
6 proximately thereby to Plaintiffs and based on information and belief, and based thereon alleged,
7 to other Aggrieved Employees, as herein alleged. Plaintiffs are informed and believe and thereon
8 allege that each of said fictitious Defendants were responsible in some way for the matters alleged
9 herein and proximately caused Plaintiffs and members of the general public and other Aggrieved
10 Employees to be subject to the illegal employment practices, wrongs and injuries complained of
11 herein. Plaintiffs will ask leave of court to amend this Complaint to show their names and
12 capacities when the same have been ascertained.

13 18. Whenever and wherever reference is made in this complaint to any act or failure to
14 act by a defendant or defendants, such allegations and references shall also be deemed to mean the
15 acts and/or failures to act by each defendant acting individually, jointly, and severally.

16 19. Unless otherwise indicated herein, each Defendant herein sued is the agent, co-
17 conspirator, joint venture, partner, and/or employee of every other Defendant and, as alleged, has
18 been acting within the course and scope of said agency, conspiracy, joint venture, partnership,
19 and/or employment, with the knowledge and/or consent of co-Defendants, and each of them.
20 Moreover, Plaintiffs are informed and believe and thereon allege that each Defendant has
21 authorized and/or ratified the wrongful activities of each of the remaining Defendants and their
22 agents.

23 20. At all times herein mentioned, each of said Defendants participated in the doing of
24 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
25 Defendants, and each of them, were the agents, servants and employees of each of the other
26 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
27 within the course and scope of said agency and employment.

21. At all relevant times, Plaintiffs and, on information and belief, other Aggrieved Employees of Defendants in California were subject to the same policies, practices, and procedures governing their employment and their payment of wages and hours worked.

22. Plaintiffs are informed and believe and thereon allege that at all times herein mentioned Defendants and DOES 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

23. Plaintiffs are informed and believe and based thereon allege that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

24. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

25. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

26. Plaintiffs allege on information and belief that the named and DOE Defendants were: (1) acting as express agents, ostensible agents, servants, partners, and/or employees of each other; (2) acting within the scope of and pursuant to such agency and employment, and with the full knowledge, consent, permissions, approval and ratification, either express or implied, of each

1 of the other defendants and benefited from the actions of every other defendant, thereby adopting
2 such conduct and actions as their own; (3) acting as other's alter egos; and (4) aiding and abetting
3 and offering substantial assistance to each other in the commissions of the alleged wrongful acts.

4 27. Plaintiffs are informed and believe, and based thereon allege, that each and all of
5 the acts and omissions alleged herein were performed by, or are attributable to, Defendants, each
6 acting as the agent for the other, with legal authority to act on the other's behalf. The acts of any
7 and all Defendants were in accordance with, and represent the official policies of Defendant ARI.

8 28. Defendants, including DOES 1 THROUGH 50, were Plaintiffs' employers or
9 persons acting on behalf of Plaintiffs' employer, within the meaning of California Labor Code
10 section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
11 Labor Code or any provision regulating hours and days of work in any order of the Industrial
12 Welfare Commission and, as such, are subject to civil penalties for each underpaid employee, as
13 set forth in Labor Code section 558, at all relevant times.

14 29. Defendants, including DOES 1 THROUGH 50, were Plaintiffs' employers or
15 persons acting on behalf of Plaintiffs' employer either individually or as an officer, agent, or
16 employee of another person, within the meaning of California Labor Code section 1197.1, who
17 paid or caused to be paid to any employee a wage less than the minimum fixed by California state
18 law, and as such, are subject to civil penalties for each underpaid employee.

19 **JURISDICTION AND VENUE**

20 30. The California Superior Court has jurisdiction over this action pursuant to
21 California Constitution Article VI, Section 10, which grants the Superior Court original
22 jurisdiction in all causes except those given by statute to other trial courts. The statutes under
23 which this action is brought do not specify any other basis for jurisdiction. The Superior Court of
24 California has jurisdiction over this matter pursuant to the California Labor Code and the
25 California Business & Professions Code. The Court also has subject-matter jurisdiction to hear
26 this case because Plaintiffs are informed and believe that the monetary damages and restitution
27 sought herein for Defendants' conduct exceeds the minimum jurisdictional limits of the Superior
28 Court.

1 31. The California Superior Court has jurisdiction over Defendants because Defendant
2 GCS is a California corporation with its principal place of business within the State of California
3 and was at all relevant times authorized and did do business in the State of California. Further,
4 Plaintiff resides in the State of California and the illegal conduct herein took place within the State
5 of California.

6 32. Venue is proper in this Court pursuant to Code of Civil Procedure sections 395(a)
7 and 395.5 because Defendants reside, maintain their principal California offices, transact business,
8 and/or have an agent in Los Angeles County and Defendants are otherwise within this Court's
9 jurisdiction for purposes of service of process. On information and belief, Defendants employ
10 numerous individuals throughout Los Angeles County in the State of California.

11 **GENERAL ALLEGATIONS**

12 33. Defendants operate a crew transportation and vessel services company at the ports
13 of Long Beach, San Pedro, Los Angeles, San Diego and other ports in California.

14 34. Defendants employed Plaintiffs as non-exempt hourly employees while
15 misclassifying them as exempt employees. Defendants employed Plaintiff MATEROV as an
16 "operations manager," as a "driver," and as a "security guard" from August 22, 2019 to August 9,
17 2020. Defendants employed Plaintiff DE LEON as a "driver" and as a "security guard" from
18 February 16, 2019 to February 2, 2020. Plaintiffs and other Aggrieved Employees generally
19 worked 12 or more hours a day and seven days a week at all times during their employment
20 without payment for overtime hours. Plaintiffs worked at various locations throughout the state of
21 California but mostly in the Los Angeles area. Defendants misclassified Plaintiffs as exempt
22 throughout the duration of their employment and based on that misclassification, paid them a
23 predetermined salary.

24 35. Relying upon their misclassification, Defendants did not pay Plaintiffs a premium
25 rate for overtime hours worked nor did they provide or ensure that they receive compliant meal or
26 rest breaks. Defendants, however, misclassified Plaintiffs' positions as exempt because they did
27 not employ them in a position that met the requirements of an exemption as defined under Wage
28 Order No. 4, the applicable Wage Order alleged herein. Specifically, Plaintiffs were neither paid

1 the requisite minimum salary nor performed exempt job duties to fall within exempt
2 classifications.

3 36. During the course of employment, Plaintiffs, and other Aggrieved Employees,
4 continually worked an eight (8) hour day, five and more days a week, with no break or meal time
5 periods provided. Further, Plaintiffs and other Aggrieved Employees were not compensated for
6 any overtime hours worked, including compensation for time and overtime worked off the clock.
7 Plaintiffs and other Aggrieved Employees worked overtime which they were not properly
8 compensated for.

9 37. Further, Defendants did not allow Plaintiffs, and other Aggrieved Employees, ten
10 (10) minute rest periods or thirty (30) meal periods. Nor did Defendants pay them a premium for
11 the missed rest and/or meal periods.

12 38. Plaintiffs, and other Aggrieved Employees, worked overtime both beyond their
13 eight (8) hour shifts and over forty (40) hours per week.

14 39. Defendants failed to pay Plaintiffs and other Aggrieved Employees for their
15 overtime work, including overtime compensation, in particular time worked off the clock.

16 40. Plaintiffs and Other Aggrieved Employees were non-exempt employees entitled to
17 overtime and entitled to meal and rest breaks under Labor Code § 512 and the applicable Industrial
18 Welfare Commission wage orders.

19 41. Defendants designated Plaintiffs' and other Aggrieved Employees' pay periods as
20 an entire calendar month. Plaintiffs and other Aggrieved Employees were paid only once a month,
21 instead of twice during each calendar month, in violation of Labor Code § 204.

22 42. Defendants also furnished wage statements that were not compliant pursuant to
23 Labor Code § 226. For example, due to the aforementioned violations, Plaintiffs' and other
24 Aggrieved Employees wage statements did not contain the accurate gross wages earned, accurate
25 total hours worked (indeed, Plaintiffs' wage statements did not include any reference to hours
26 worked), accurate net wages earned, accurate pay periods, and/or all applicable hourly rates in
27 effect during the pay period and the corresponding numbers of hours worked at each hourly rate.

43. At their separation, Plaintiffs were not paid all wages owed to them and during their employment. Additionally, at separation, Plaintiffs were not paid vacation pay that they earned during their employment. Plaintiffs are informed and believe other Aggrieved Employees were also not paid all wages including, but not limited to vacation pay at time of termination.

FIRST CAUSE OF ACTION

Failure to Provide Meal Periods

(Violation of Labor Code §§ 226.7 and 512)

[Alleged by Plaintiffs, Individually, against Defendant GCS only]

44. Plaintiffs restates and incorporates by reference all above stated paragraphs as though set forth herein.

45. At all relevant times, Defendants were subject to the provisions of the California Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

46. Defendants failed to comply with California Labor Code sections 226.7 and 512 and Section 11 of the applicable Industrial Welfare Commission Wage Order by failing to provide Plaintiffs and other Aggrieved Employees with all meal periods to which Plaintiffs and other Aggrieved Employees were entitled under California law. Plaintiffs are therefore entitled to the penalties set forth in the California Labor Code, including but not limited to the penalties set forth in California Labor Code sections 210, 225.5, and 558 on behalf of themselves and other current and former Aggrieved Employees of Defendants, for each and every pay period that DEFENDANTS violated California Labor Code sections 226.7 and 512, or to those penalties set forth in California Labor Code section 2699(f) if it is determined that there is no established civil penalty for violation of the foregoing provisions of the California Labor Code.

47. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

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SECOND CAUSE OF ACTION

Failure to Provide Rest Breaks

(Violation of Labor Code §§ 226.7)

[Alleged by Plaintiffs, Individually, against Defendant GCS only]

48. Plaintiffs restates and incorporates by reference all above stated paragraphs as though set forth herein.

49. At all relevant times, DEFENDANTS were subject to the provisions of the California Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

50. Defendants failed to comply with California Labor Code sections 226.7 and Section 12 of the applicable Industrial Welfare Commission Wage Order by failing to provide Plaintiffs and other Aggrieved Employees with all rest periods to which Plaintiffs and other Aggrieved Employees were entitled under California law. Plaintiffs are therefore entitled to the penalties set forth in the California Labor Code, including but not limited to the penalties set forth in California Labor Code sections 210, 225.5, and 558 on behalf of themselves and other current and former Aggrieved Employees of Defendants, for each and every pay period that Defendants violated California Labor Code sections 226.7, or to those penalties set forth in California Labor Code section 2699(f) if it is determined that there is no established civil penalty for violation of the foregoing provisions of the California Labor Code.

51. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

THIRD CAUSE OF ACTION

Failure to Timely Pay All Wages Upon Separation of Employment and During Employment

(Violation of Labor Code §§ 201-204)

[Alleged by Plaintiffs, Individually, against Defendant GCS only]

52. Plaintiffs restates and incorporates by reference all above stated paragraphs as though set forth herein.

1 53. Labor Code § 201 requires Defendants to immediately pay any wages, without
2 abatement or reduction, to any employee who is discharged. Labor Code § 202 requires
3 Defendants to pay any and all wages due and owing to an employee not having a written contract
4 for a definite period, who quits his or her employment, within 72 hours of the employee quitting
5 his or her employment, unless the employee has given 72 hours previous notice of his or her
6 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.
7 Labor Code § 204 requires Defendants to pay wages twice each calendar month and no later than
8 the payday for the next regular payroll period.

9 54. For violation of Labor Code §§ 201 and 202, Labor Code § 203 causes the unpaid
10 wages of an employee to continue as a penalty from the due date thereof, at the same rate until
11 paid or until an action is commenced, but the wages shall not continue for more than 30 days.

12 55. As a result of Defendants' conduct during the applicable statutory period,
13 Defendants willfully failed to pay Plaintiffs, and the Aggrieved Employees all wages due and
14 owing to them, including minimum wages, overtime wages, and regular wages for all the time
15 they were suffered or permitted to work or were engaged in work under Defendants' control, as
16 well as all meal period premiums and rest period premiums owed within the time required by
17 Labor Code §§ 201, 202, and 204 as applicable. Moreover, Defendants failed to pay Plaintiffs
18 and other Aggrieved Employees wages at least twice each calendar month in violation of Labor
19 Code § 204.

20 56. To date, Plaintiffs have not yet received all wages due and payable, including but
21 not limited to, minimum wages, overtime wages, regular wages, and meal and rest period
22 premium wages owing to him. On information and belief, members of the Aggrieved Employees
23 have not yet received all minimum wages, overtime wages, regular wages, and meal and rest
24 premium wages due and owing to them.

25 57. As a direct result of Defendants' violations alleged herein, Plaintiffs suffered and
26 continue to suffer losses related to the use and enjoyment of wages due and owing to them, all to
27 their respective damage in an amount to be shown according to proof at trial and within the
28 jurisdictional limitations of this Court.

FOURTH CAUSE OF ACTION

Failure to Pay Minimum Wages

(Violation of Labor Code §§ 558, 1194, 1197 and 1197.1)

[Alleged by Plaintiffs, Individually, Against all Defendants]

58. Plaintiffs restates and incorporates by reference all above stated paragraphs as though set forth herein.

59. This cause of action is brought pursuant to Labor Code §§ 558, 1194, 1197, and 1197.1, which require an employer to pay employees minimum wages for all hours worked less than eight hours in a day and/or less than 40 hours in a workweek.

60. As a pattern and practice, Defendants suffered and permitted employees to work without payment of minimum wages for all hours worked in a workday and workweek. As a result, Plaintiffs and the Aggrieved Employees did not receive the statutory minimum wage for all time suffered or permitted to work because they were not properly compensated. Defendant had a uniform corporate pattern and practice and procedure regarding the above practices in violation of Labor Code §§ 558, 1194, 1197 and 1197.1.

61. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiffs in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 218.5, 558, 1194, 1197 and 1197.1.

62. Plaintiffs are informed and believe, and based thereon allege, that Defendants' willful failure to provide all minimum wages due and owing Plaintiffs upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiffs are entitled to compensation pursuant to Labor Code § 203.

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FIFTH CAUSE OF ACTION

Failure to Pay Overtime

(Violation of Labor Code §§ 510, 558, 1194, and 1197.1)

[Alleged by Plaintiffs, Individually, Against all Defendants]

63. Plaintiffs restates and incorporates by reference all above stated paragraphs as though set forth herein.

64. This cause of action is brought pursuant to Labor Code §§ 510, 558, 1194, and 1197.1, which require an employer to pay employees overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a workweek.

65. As a pattern and practice, Defendant suffered and permitted employees to work in excess of eight hours in a workday and/or over 40 hours in a workweek without overtime pay. As a result, Plaintiffs and the Aggrieved Employees did not receive the statutory overtime wage for all time suffered or permitted to work because they were not properly compensated. Defendants had a uniform corporate pattern and practice and procedure regarding the above practices in violation of Labor Code §§ 510 and 1194.

66. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiffs in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 218.5, 558, 1194, and 1197.1.

67. Plaintiffs are informed and believe, and based thereon allege, that Defendants' willful failure to provide all overtime wages due and owing Plaintiffs upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiffs are entitled to compensation pursuant to Labor Code § 203.

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SIXTH CAUSE OF ACTION

Improper Wage Statements

(Violation of Labor Code § 226)

[Alleged by Plaintiffs, Individually, against Defendant GCS only]

68. Plaintiffs restates and incorporates by reference all above stated paragraphs as though set forth herein.

69. At all relevant times, Defendants were subject to the provisions of the California Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

70. Defendants failed to comply with California Labor Code section 226 by failing to provide Plaintiffs and other Aggrieved Employees with itemized wage statements to which Plaintiffs and other Aggrieved Employees were entitled under California law. Plaintiffs are therefore entitled to the penalties set forth in the California Labor Code, including but not limited to the penalties set forth in California Labor Code sections 226.3 and 1174.5 on behalf of themselves and other current and former Aggrieved Employees of Defendants, for each and every pay period that DEFENDANTS violated California Labor Code sections 226 and 1174, or to those penalties set forth in California Labor Code section 2699(f) if it is determined that there is no established civil penalty for violation of the foregoing provisions of the California Labor Code.

71. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

SEVENTH CAUSE OF ACTION

Failure To Pay Vacation Pay

(Violation of Labor Code § 227.3)

[Alleged by Plaintiffs, Individually, against all Defendants]

72. Plaintiffs restates and incorporates by reference all above stated paragraphs as though set forth herein.

73. Under California law, paid time off is considered vacation time if it is conditioned on the length of service. Pursuant to California Labor Code section 227.3, "all vested vacation shall

1 be paid to him as wages at his final rate in accordance with such contract of employment or employer
2 policy respecting eligibility or time served.”

3 74. During the applicable recovery period, Defendants had had a policy and/or practice
4 of providing paid time off to Plaintiffs and Aggrieved Employees that was conditioned on their
5 length of service, without paying them for paid time off vested at the time of their separation in
6 violation of Labor Code section 227.3.

7 75. Defendants’ failure to comply with Labor Code section 227.3, entitles Plaintiffs and
8 Aggrieved Employees to civil penalties under Labor Code section 2699.5, or to those penalties set
9 forth in California Labor Code section 2699(f) if it is determined that there is no established civil
10 penalty for violation of the foregoing provisions of the California Labor Code.

11 76. In addition, Plaintiffs seek an award of reasonable attorneys’ fees and costs pursuant
12 to California Labor Code section 2699(g)(1), which states, “Any employee who prevails in any
13 action shall be entitled to an award of reasonable attorneys’ fees and costs.”

14 **EIGHT CAUSE OF ACTION**

15 **Failure To Maintain Records**

16 **(Violation of Labor Code § 1174, 1174.5, and 1198.5)**

17 **[Alleged by Plaintiffs, Individually, against Defendant GCS only]**

18 77. Plaintiffs restates and incorporates by reference all above stated paragraphs as
19 though set forth herein.

20 78. At all relevant times, Defendants were subject to the provisions of the California
21 Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

22 79. Defendants failed to comply with California Labor Code sections 221, 224, 226 and
23 1174 by failing to provide Plaintiffs and other Aggrieved Employees with itemized wage statements
24 to which Plaintiffs and other Aggrieved Employees were entitled under California law. Defendants’
25 failure to maintain at a central location or at the establishments at which employees are employed,
26 payroll records accurately depicting the hours worked daily by and the wage paid to employees
27 employed at the respective establishments in accordance with California Labor Code section 1174.
28 Plaintiffs are therefore entitled to the penalties set forth in the California Labor Code, including but

not limited to the penalties set forth in California Labor Code section 1174.5 on behalf of themselves and other current and former Aggrieved Employees of Defendants, for each and every pay period that Defendants violated California Labor Code section 1174, or to those penalties set forth in California Labor Code section 2699(f) if it is determined that there is no established civil penalty for violation of the foregoing provisions of the California Labor Code.

80. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

NINTH CAUSE OF ACTION

For Violations of Business and Professions Code § 17200, et seq.

[Alleged by Plaintiffs, Individually, against Defendant GCS Only]

81. Plaintiffs restates and incorporates by reference all above stated paragraphs as though set forth herein.

82. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair competition, which includes any "unlawful, unfair or fraudulent business act or practice..."

83. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, include, to wit, by: (i) failure to provide proper meal periods and pay to Plaintiffs and the Aggrieved Employees premium wages for failure to provide compliant meal periods; (ii) failure to provide proper rest periods and pay to Plaintiffs and the Aggrieved Employees premium wages for failure to provide compliant rest periods; (iii) failure to pay Plaintiffs and the Aggrieved Employees all regular, minimum, and overtime wages for all hours suffered or permitted to work and under the control of Defendants; (iv) failing to pay vacation pay; (v) failure to maintain accurate records of the hours that Plaintiffs and the Aggrieved Employees worked while employed by Defendants; (vi) failure to provide Plaintiffs and the Aggrieved Employees with accurate itemized wage statements; and (vii) failure to timely pay Plaintiffs and other Aggrieved Employees all wages owed upon separation of their employment with Defendants.

84. Defendants' utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

85. Plaintiffs seeks, individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

86. Plaintiffs are informed and believe, and based thereon allege, that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code § 17200, et seq., including those set forth herein above thereby depriving Plaintiffs the minimum working condition standards and conditions due to them under the California laws and the applicable IWC Wage Orders as specifically described therein.

TENTH CAUSE OF ACTION

Violation of Labor Code § 2698, et seq.

[Alleged by Plaintiffs, Individually, and On Behalf of the Aggrieved Employees Against all Defendants]

87. Plaintiffs restates and incorporates by reference all above stated paragraphs as though set forth herein.

88. Pursuant to Labor Code section 2699(a), Plaintiff MATEROV seeks civil penalties on behalf of himself and all other current and former misclassified employees and all other current and former non-exempt employees of Defendants that worked in California from September 9, 2019 through the present. Pursuant to Labor Code section 2699(a), Plaintiff DE LEON seeks civil penalties on behalf of himself and all other current and former misclassified employees and all other current and former non-exempt employees of Defendants that worked in California from September 25, 2019 through the present.

89. Defendants employed Plaintiffs and Plaintiffs had one or more of the alleged violations committed against him. Therefore, Plaintiffs are an "aggrieved employee" under PAGA because the alleged violators employed him and they had one or more of the alleged violations

1 committed against them. As such, Plaintiffs are properly suited to represent the interests of other
2 aggrieved employees in a PAGA Representative action.

3 90. Plaintiffs brings this cause of action as a proxy for the State of California and in
4 this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendant's violations of
5 Labor Code §§ 201-204, 223, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198
6 and 227.3.

7 91. For all provisions of the Labor Code for which a civil penalty is not specifically
8 provided, Labor Code section 2699(f) imposes upon Defendants, and each of them, a penalty of
9 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
10 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
11 subsequent violation.

12 92. The Cause of Action alleged herein is appropriately suited for a Labor Code Private
13 Attorneys General Act of 2004 ("PAGA") action because:

14 a. Pursuant to California Labor Code section 2699(a), any provision of the
15 Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
16 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
17 employees, for a violation of the California Labor Code, may, as an alternative, be recovered through
18 a civil action brought by an aggrieved employee on behalf of himself or herself and all other current
19 or former employees pursuant to the procedures specified in section 2699;

20 b. This action involves allegations of violations of provisions of the California
21 Labor Code that provide or do not provide for a civil penalty to be assessed and collected by the
22 LWDA or any departments, divisions, commissions, boards, agencies or employees;

23 c. Plaintiffs are an "aggrieved employee" because he was employed by the
24 alleged violators and had one or more of the alleged violations committed against him;

25 d. On September 9, 2020, Plaintiff MATEROV provided written notice by
26 online submission to the LWDA and by U.S. Certified Mail to Defendants of the specific provisions
27 of the California Labor Code alleged to have been violated, including the facts and theories to
28 support the alleged violations. On September 25, 2020, Plaintiff MATEROV provided an amended

1 notice to the LWDA and by U.S. Certified Mail to Defendants of the specific provisions of the
2 California Labor Code alleged to have been violated, including the facts and theories to support the
3 alleged violations. True and correct copies of Plaintiff MATEROV's PAGA notice and amended
4 PAGA notice are attached hereto as **EXHIBIT 1**. Plaintiff MATEROV has not received an LWDA
5 notice within sixty-five (65) calendar days of the date of Plaintiff's notice.

6 e. On September 25, 2020, Plaintiff DE LEON provided written notice by
7 online submission to the LWDA and by U.S. Certified Mail to Defendants of the specific provisions
8 of the California Labor Code alleged to have been violated, including the facts and theories to
9 support the alleged violations. A true and correct copy of Plaintiff DE LEON's PAGA notice is
10 attached hereto as **EXHIBIT 2**. Plaintiff DE LEON has not received an LWDA notice within sixty-
11 five (65) calendar days of the date of Plaintiff's notice.

12 f. Therefore, Plaintiffs have satisfied all the administrative requirements to
13 pursue civil penalties against Defendants pursuant to Labor Code section 2698, *et seq.*

14 g. Defendants were Plaintiffs' employers or persons acting on behalf of
15 Plaintiffs' employer, within the meaning of California Labor Code section 558, who violated or
16 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
17 regulating hours and days of work in any order of the Industrial Welfare Commission and, as such,
18 are subject to civil penalties for each underpaid employee, as set forth in Labor Code section 558,
19 at all relevant times.

20 h. Defendants were Plaintiffs' employers or persons acting on behalf of
21 Plaintiffs' employer either individually or as an officer, agent, or employee of another person, within
22 the meaning of California Labor Code section 1197.1, who paid or caused to be paid to any
23 employee a wage less than the minimum fixed by California state law, and as such, are subject to
24 civil penalties for each underpaid employee, as well as liquidated damages pursuant to Labor Code
25 section 1194.2, and any applicable penalties imposed pursuant to Labor Code section 203.

26 i. Plaintiffs seek to recover all applicable civil penalties under PAGA on behalf
27 of themselves and all other aggrieved employees of Defendants in California including, but not
28 limited to, all unpaid and/or underpaid wages pursuant to Labor Code sections 558 and 1197.1.

93. For bringing this action, Plaintiffs are additionally entitled to attorney's fees and costs incurred herein.

94. Plaintiffs seek to recover civil penalties on behalf of themselves and other aggrieved employees for Defendants' violations of the Labor Code, including but not limited to Defendants' violations of Labor Code sections §§ 201-204, 223, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 227.3 pursuant to Labor Code section 2698, *et seq.* The exact amount of the applicable penalties is in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as an individual and on behalf of all others that this suit is brought against Defendants, jointly and severally, as follows:

1. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 218.5, 226, 510, 558, 1194, 1197.1, 2699 and Code of Civil Procedure § 1021.5 and for such other and further relief as the Court may deem just and proper;

As to the First and Second Causes of Action
(Failure to Provide Meal and Rest Periods)

2. For general unpaid wages and premium wages pursuant to California Labor Code § 226.7 and such general and special damages as may appropriate,

3. For pre-judgment interests on any unpaid wages, for statutory penalties pursuant to California Labor Code § 203;

4. For reasonable attorneys' fees and for costs or suit incurred herein; and

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

As to the Third Cause of Action

(Wages Not Paid Upon Termination and By The Appropriate Time Period)

6. For statutory penalties pursuant to California Labor Code §§ 203 and 210;

7. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

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As to the Fourth and Fifth Causes of Action

(Failure to Pay Minimum and Overtime Wages)

9. For general unpaid wages, including overtime wages, pursuant to California Labor Code §§ 510 and 1194, and such general and special damages as may be appropriate;
10. For pre-judgment interest on any unpaid wage compensation from the date such amounts were due;
11. For liquidated damages in an amount equal to the wages unlawfully unpaid with the interest thereon pursuant to California Labor Code § 1194.2;
12. For reasonable attorney's fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and
13. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

(Improper Wage Statements)

14. For all actual, consequential, and incidental losses and damages, according to proof;
15. For statutory penalties pursuant to California Labor Code § 226(a);
16. For reasonable costs and attorneys' fees pursuant to California Labor Code § 226(e); and
17. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

(Failure to Pay Vacation Pay)

18. For all general wages and all actual, consequential, and incidental losses and damages, according to proof; and
19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eight Cause of Action

(Failure to Maintain Records)

20. For statutory penalties pursuant to California Labor Code §§ 1174.5 and 1198.5

21. For reasonable costs and attorneys' fees pursuant to California Labor Code § 1198.5(l);

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

As to the Ninth Cause of Action

(Unfair Competition)

23. The disgorgement of any and all "unpaid wages" and incidental losses, according to proof;

24. For restitution of "unpaid wages" to Plaintiffs and prejudgment interest from the day such amounts were due and payable;

25. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code § 17200, *et seq.*;

26. For reasonable attorneys' fees that Plaintiffs and other Aggrieved Employees are entitled to recover under California Civil Procedure § 1021.5;

27. For costs of suit incurred herein; and

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

As to the Tenth Cause of Action

(PAGA)

29. For reasonable attorneys' fees and costs of suit to the extent permitted by law pursuant to Labor Code sections 2698, *et seq.*

30. For civil penalties to the extent permitted by law pursuant to the Labor Code under the PAGA;

31. For civil penalties for each initial and subsequent violation for each underpaid employee for each pay period for which the employee was underpaid, in addition to an amount sufficient to recover the underpaid wages pursuant to Labor Code section 558 and, pursuant to Labor Code 1197.1, in addition to an amount sufficient to recover underpaid wages, as well as liquidated damages pursuant to section 1194.2, and any applicable penalties imposed pursuant to Labor Code section 203; and

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

Dated: December 22, 2020

ARIN | JAMES LLP



By: _____

ARIN NORIJANIAN
JAMES H. DEMERJIAN
Attorneys for DANIEL MATEROV and JOSE L.
DE LEON

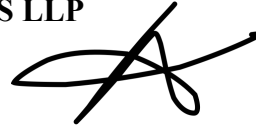
DEMAND FOR JURY TRIAL

PLAINTIFFS DANIEL MATEROV AND JOSE L. DE LEON DEMAND A JURY

TRIAL

Dated: December 22, 2020

ARIN | JAMES LLP



By: _____

ARIN NORIJANIAN
JAMES H. DEMERJIAN
Attorneys for DANIEL MATEROV and JOSE L.
DE LEON



Arin | James LLP

On behalf of the employee.

arin@arinjames.com
james@arinjames.com

September 9, 2020

Via Online Electronic Filing

California Labor and Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Certified Mail & Email

John Hyland, Esq.
Rukin Hyland & Riggin LLP
C/O
Global Crew Services, Inc., Gursewak
Singh Brar, Karandeep Singh Brar and
Inderjeet Kaur
1939 Harrison Street, Ste. 290
Oakland, CA 94612
jhyland@rukinhyland.com

Re: **Daniel Materov's Wage and Hour Claims Against Global Crew
Services, Inc., et al.**

Dear Labor and Workforce Development Agency, Mr. Hyland and others identified above:

Please be advised that Daniel Materov (hereinafter "Claimant") has retained our firm to represent him for his claims against his former employers Global Crew Services, Inc., Gursewak Singh Brar, Karandeep Singh Brar and Inderjeet Kaur (collectively "Global Crew Services"). This correspondence shall serve as Claimant's written notice under Labor Code § 2699.3 of the claims asserted on behalf of Claimant and all other aggrieved employees against Global Crew Services. Claimant provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3.

Claimant desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly. Pursuant to Labor Code § 2699(a), and by way of

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C/O
Global Crew Services, Inc.
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this letter, Claimant also intend to represent all other similarly situated employees who performed work for Global Crew Services in California and have suffered at least one of the wage and hour violations described herein during his employment as well as any other violations suffered by the aggrieved employees.

Claimant alleges that Global Crew Services committed the following against him and all other aggrieved employees in California:

Factual Background:

Global Crew Services, Inc. is a California corporation operating a crew transportation and vessel services company at the ports of Long Beach, San Pedro, Los Angeles, San Diego and other ports in California. Global Crew Services employed Claimant and all other aggrieved employees in the State of California. Global Crew Services was Claimant's and the other aggrieved employees' employer as defined by the California Labor Code and applicable Wage Orders in that Global Crew Services exercised control over the wages, hours and working conditions of Claimant and other aggrieved employees, and supervised his work at all of its facilities in the State of California. Moreover, Global Crew Services suffered and permitted Claimant and other aggrieved employees to work at all of its facilities in the State of California.

Gursewak Singh Brar is listed as the chief executive officer and director of Global Crew Services, Inc. on its Statement of Information filed with the Secretary of State. Karandeep Singh Brar is listed as Global Crew Services' secretary and Inderjeet Kaur is listed as its chief financial officer on Global Crew Services' Statement of Information filed with the Secretary of State.

Global Crew Services employed Claimant in the position of "Operations Manager" from August 22, 2019 to August 9, 2020. Global Crew Services classified Claimant as exempt throughout the duration of his employment and based on that classification, paid him a predetermined salary. Relying upon its classification, Global Crew Services did not pay Claimant a premium rate for overtime hours worked nor did he provide or ensure that he receive compliant meal or rest breaks. Global Crew Services, however, misclassified Claimant's positions as exempt because they did not employ him in a position that met the requirements of an exemption as defined under Wage Order No. 4, the applicable Wage Orders alleged herein. Specifically, Claimant were neither paid the requisite minimum salary nor performed exempt job duties to fall within exempt classifications.



Due to Global Crew Services' misclassification of his position, Claimant are entitled to payment for all unpaid wages, hours worked, overtime pay, premium pay for missed meal and rest breaks, derivative penalties and other relief requested herein. Global Crew Services also failed to pay Claimant and other aggrieved employees vested unpaid vacation pay and also failed include available sick leave balances on their wage statements.

Claimant generally worked 12 or more hours a day and seven days a week at all times during his employment without payment for overtime hours. Claimant worked at Global Crew Services' various locations throughout the state of California but mostly in the Los Angeles area. Claimant could not take rest breaks or meal periods due to the business needs of Global Crew Services. As such, Global Crew Services failed to provide the required meal periods and/or rest breaks. At the time of his wrongful termination, Claimant was not paid all wages owed to him for minimum and overtime wages.

Claimant intends to represent all other aggrieved employees who performed work for Global Crew Services in California, were similarly misclassified and have suffered at least one of the wage and hour violations described herein during his employment as well as any other violations suffered by the aggrieved employees.

Global Crew Services' Labor Code and IWC Wage Orders Violations:

Global Crew Services denied Claimant and other aggrieved employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Orders. For example, due its misclassification of Claimant and other aggrieved employees, Global Crew Services failed to provide him with legally compliant meal and rest breaks or pay him meal and rest break premiums, failed to timely pay Claimant and other aggrieved employees all minimum, regular, and overtime wages owed, failed to maintain accurate records and issue accurate itemized wage statements, and failed to timely pay all wages due during and upon separation of employment. Due to its misclassification of Claimant and the other aggrieved employees, Global Crew Services committed the below listed Labor Code violations against Claimant and other aggrieved employees. Global Crew Services also failed to pay Claimant and other aggrieved employees vested unpaid vacation pay and also failed include available sick leave balances on their wage statements.

1. Global Crew Services violated Labor Code § 226.7, 512 and the "Meal Period" section of the applicable IWC Wage Orders by not providing Claimant and other



aggrieved employees the opportunity to take compliant 30-minute, off-duty meal periods within the first 5 hours of work for shifts in excess of 5 hours and by also not providing Claimant and other aggrieved employees the opportunity to take a second compliant 30-minute, off-duty meal periods within the first 10 hours of work for shifts in excess of 10 hours. Due to its misclassification, Global Crew Services had a pattern and practice of not providing Claimant and other aggrieved employees with legally compliant meal periods, even though Claimant and other aggrieved employees worked more than six (6) hours during his workday, and also had a pattern and practice of not providing Claimant and other aggrieved employees, with a second legally compliant meal periods, even though Claimant and other aggrieved employees worked more than ten (10) hours during his workday. In addition, Global Crew Services did not pay the requisite meal period premium pay of an additional hour of wages.

2. Global Crew Services violated Labor Code § 226.7 and the “Rest Period” section of the applicable IWC Wage Orders by not authorizing or permitting Claimant and other aggrieved employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major fraction thereof. Due to its misclassification, Global Crew Services had a policy and/or practice of not authorizing and/or permitting Claimant to take complaint timely rest breaks for every 4 hours of work, or major fraction thereof. Finally, Global Crew Services failed to pay the requisite rest period premium pay of an additional hour of wages.

3. Global Crew Services violated Labor Code §§ 558, 1194, 1197, 1197.1 and the “Hours and Days of Work” sections of the applicable Wage Orders by not paying Claimant and other aggrieved employees his minimum wage for all hours worked. Claimant routinely worked overtime each day and averaged 12 hours of work each day. Global Crew Services would not keep track of Claimant’s time worked and would instead pay him a flat salary. None of this time worked was paid, including no overtime pay. Moreover, Claimant’s wage statements did not contain the number of hours worked (neither regular hours nor overtime hours). As a result, Claimant and other aggrieved employees did not receive the statutory minimum wage for all time suffered or permitted to work because they were not properly compensated, nor did they receive proper overtime compensation for all hours worked after the eighth hour in a workday and forty hours in a workweek.

4. Global Crew Services violated Labor Code §§ 510, 558, 1194, 1197.1 and the “Hours and Days of Work” sections of the applicable Wage Orders by not paying Claimant and other aggrieved employees any applicable overtime wages for time spent over 8 hours in a day or 40 hours in a workweek. Claimant routinely worked overtime each day and averaged 12 hours of work each day. Global Crew Services would not



keep track of Claimant's time worked and would instead pay him a flat salary. None of this time worked was paid, including no overtime pay. Moreover, Claimant's wage statements did not contain the number of hours worked (neither regular hours nor overtime hours). As a result, Claimant and other nonexempt employees did not receive proper overtime compensation for all hours worked after the eighth hour in a workday and forty hours in a workweek.

5. Global Crew Services violated Labor Code § 226(a) and the "Records" section of the applicable Wage Orders by issuing wage statements that did not include the correct total regular and overtime hours worked, the correct amount of gross and net wages earned, and all applicable hourly rates and the corresponding number of hours worked at each hourly rate, as required under Labor Code section 226. Global Crew Services would also pay Claimant and other aggrieved employees in cash without issuing wage statements. As such, Global Crew Services violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Claimant and other aggrieved employees by not accurately reflecting the hours worked, by not including the sick leave balance, as well as by not including the premium pay for missed rest breaks and meal periods on the paystubs.

6. Global Crew Services violated Labor Code sections 201-204, 210, 1194, 1194.2, 1198 and the "Minimum Wage" section of the applicable Wage Orders by failing to timely pay all wages during employment and upon separation of employee to Claimant and other aggrieved employees, including without limitation, by not paying employees for all hours worked, by paying Claimant and other aggrieved employees on a monthly basis, by not paying employees on a timely basis, by failing to pay premium pay for missed meal and rest periods, as well as minimum and overtime wages for all hours worked.

7. Global Crew Services violated Labor Code §§ 1174, 1174.5, 1198 and the "Records" section of the applicable Wage Orders by failing to accurately record employee hours worked including, but not limited to, Global Crew Services' failure to record the proper beginning and end of each work period, the total hours worked during the pay period, the applicable rates of pay and the wages paid. Moreover, because Claimant were misclassified, meal breaks were not accurately recorded on the time records in violation of the applicable Wage Orders.

8. Global Crew Services violated Labor Code § 245 *et seq.*, known as the Healthy Workplaces, Healthy Families Act of 2014. Labor Code § 246 requires employers to set forth the amount of paid sick leave available for use on its employees' itemized wage statements described in Labor Code § 226 or in a separate writing

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provided on the employee's designated pay date. Global Crew Services failed to include Claimant and other aggrieved employees available sick leave balances on their itemized wage statements.

9. Global Crew Services violated Labor Code § 227.3 by not paying Claimant and other aggrieved employees their vested vacation pay upon the end of their employment. An employer must pay an employee for unused vacation following their separation of employment in compliance with Labor Code §§ 201 and 202. Claimant and other aggrieved employees had unused vacation due to them upon separation of employment. However, Global Crew Services failed to properly calculate and pay employees all unpaid and accrued vacation following the employees' separation of employment from Global Crew Services.

Claimant will pursue all available remedies, including those provided by PAGA, for the violations identified herein on behalf of themselves and other aggrieved employees.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Claimant becomes aware of additional compensation owed to his or other losses incurred by his or by any other non-exempt employee of Global Crew Services, he reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in his complaint.

Very truly yours,

Arin | James LLP

A handwritten signature in black ink, appearing to be 'Arin Norijanian', written over a horizontal line.

Arin Norijanian
James Demerjian

an/jd



Arin | James LLP

On behalf of the employee.

arin@arinjames.com
james@arinjames.com

September 25, 2020

Amended Notice

Via Online Electronic Filing

California Labor and Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Certified Mail & Email

John Hyland, Esq.
Rukin Hyland & Riggin LLP
C/O
Global Crew Services, Inc., Gursewak
Singh Brar, Karandeep Singh Brar and
Inderjeet Kaur
1939 Harrison Street, Ste. 290
Oakland, CA 94612
jhyland@rukinhyland.com

Re: **Daniel Materov's Wage and Hour Claims Against Global Crew
Services, Inc., et al.; LWDA-CM-805622-20**

Dear Labor and Workforce Development Agency, Mr. Hyland and others identified
above:

Please be advised that Daniel Materov (hereinafter "Claimant") has retained our firm to represent him for his claims against his former employers Global Crew Services, Inc., Gursewak Singh Brar, Karandeep Singh Brar and Inderjeet Kaur (collectively "Global Crew Services"). This correspondence shall serve as Claimant's amended written notice under Labor Code § 2699.3 of the claims asserted on behalf of Claimant and all other aggrieved employees against Global Crew Services. Claimant provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3.



Claimant desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly. Pursuant to Labor Code § 2699(a), and by way of this letter, Claimant also intend to represent all other similarly situated employees who performed work for Global Crew Services in California and have suffered at least one of the wage and hour violations described herein during his employment as well as any other violations suffered by the aggrieved employees.

Claimant alleges that Global Crew Services committed the following against him and all other current and former misclassified employees and all other current and former non-exempt employees of Global Crew Services in California during the relevant time period (hereinafter referred to as “Aggrieved Employees”):

Factual Background:

Global Crew Services, Inc. is a California corporation operating a crew transportation and vessel services company at the ports of Long Beach, San Pedro, Los Angeles, San Diego and other ports in California. Global Crew Services employed Claimant and all other Aggrieved Employees in the State of California. Global Crew Services was Claimant’s and the other Aggrieved Employees’ employer as defined by the California Labor Code and applicable Wage Orders in that Global Crew Services exercised control over the wages, hours and working conditions of Claimant and other Aggrieved Employees, and supervised his work at all of its facilities in the State of California. Moreover, Global Crew Services suffered and permitted Claimant and other Aggrieved Employees to work at all of its facilities in the State of California.

Gursewak Singh Brar is listed as the chief executive officer and director of Global Crew Services, Inc. on its Statement of Information filed with the Secretary of State. Karandeep Singh Brar is listed as Global Crew Services’ secretary and Inderjeet Kaur is listed as its chief financial officer on Global Crew Services’ Statement of Information filed with the Secretary of State.

Global Crew Services employed Claimant in the position of “Operations Manager” from August 22, 2019 to August 9, 2020. Global Crew Services actually employed in the various non-exempt positions such as driver and security guard. As a driver, Claimant transported crew members from to and from their vessels. As a security guard, Claimant observed and protected crew members and reported incidents when they occurred. Global Crew Services misclassified Claimant as exempt throughout the duration of his employment and based on that classification, paid him a predetermined salary regardless of the number of hours he actually worked. Relying upon its classification, Global Crew Services did not pay Claimant a premium rate for



overtime hours worked nor did he provide or ensure that he receive compliant meal or rest breaks. Global Crew Services, however, misclassified Claimant's positions as exempt because they did not employ him in a position that met the requirements of an exemption as defined under Wage Order No. 4, the applicable Wage Orders alleged herein. Specifically, Claimant were neither paid the requisite minimum salary nor performed exempt job duties to fall within exempt classifications.

Due to Global Crew Services' misclassification of his position, Claimant are entitled to payment for all unpaid wages, hours worked, overtime pay, premium pay for missed meal and rest breaks, derivative penalties and other relief requested herein. Global Crew Services also failed to pay Claimant and other Aggrieved Employees vested unpaid vacation pay and also failed include available sick leave balances on their wage statements.

Claimant and other Aggrieved Employees generally worked 12 or more hours a day and seven days a week at all times during their employment without payment for overtime hours. Claimant worked at Global Crew Services' various locations throughout the state of California but mostly in the Los Angeles area. Claimant and other Aggrieved Employees could not take rest breaks or meal periods due to the business needs of Global Crew Services. As such, Global Crew Services failed to provide Claimant and other Aggrieved Employees the required meal periods and/or rest breaks. At the time of his separation from employment from Global Crew Services, Claimant was not paid all wages owed to him for minimum and overtime wages. Lastly, Claimant and other Aggrieved Employees were never required to clock and in out of their shifts.

Global Crew Services' Labor Code and IWC Wage Orders Violations:

Global Crew Services denied Claimant and other Aggrieved Employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Orders. For example, due its misclassification of Claimant and other Aggrieved Employees, Global Crew Services failed to provide them with legally compliant meal and rest breaks or pay them meal and rest break premiums, failed to timely pay Claimant and other Aggrieved Employees all minimum, regular, and overtime wages owed, failed to maintain accurate records and issue accurate itemized wage statements, and failed to timely pay all wages due during and upon separation of employment. Due to its misclassification of Claimant and the other Aggrieved Employees, Global Crew Services committed the below listed Labor Code violations against Claimant and other Aggrieved Employees. Global Crew Services also failed to pay Claimant and other Aggrieved Employees vested unpaid



vacation pay and also failed include available sick leave balances on their wage statements.

1. Global Crew Services violated Labor Code § 226.7, 512 and the “Meal Period” section of the applicable IWC Wage Orders by not providing Claimant and other Aggrieved Employees the opportunity to take compliant 30-minute, off-duty meal periods within the first 5 hours of work for shifts in excess of 5 hours and by also not providing Claimant and other Aggrieved Employees the opportunity to take a second compliant 30-minute, off-duty meal periods within the first 10 hours of work for shifts in excess of 10 hours. Due to its misclassification, Global Crew Services had a pattern and practice of not providing Claimant and other Aggrieved Employees with legally compliant meal periods, even though Claimant and other Aggrieved Employees worked more than six (6) hours during his workday, and also had a pattern and practice of not providing Claimant and other Aggrieved Employees, with a second legally complaint meal periods, even though Claimant and other Aggrieved Employees worked more than ten (10) hours during his workday. In addition, Global Crew Services did not pay the requisite meal period premium pay of an additional hour of wages.

2. Global Crew Services violated Labor Code § 226.7 and the “Rest Period” section of the applicable IWC Wage Orders by not authorizing or permitting Claimant and other Aggrieved Employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major fraction thereof. Due to its misclassification, Global Crew Services had a policy and/or practice of not authorizing and/or permitting Claimant to take complaint timely rest breaks for every 4 hours of work, or major fraction thereof. Finally, Global Crew Services failed to pay the requisite rest period premium pay of an additional hour of wages.

3. Global Crew Services violated Labor Code §§ 558, 1194, 1197, 1197.1 and the “Hours and Days of Work” sections of the applicable Wage Orders by not paying Claimant and other Aggrieved Employees his minimum wage for all hours worked. Claimant routinely worked overtime each day and averaged 12 hours of work each day. Global Crew Services would not keep track of Claimant’s time worked and would instead paid him a flat salary regardless of the number of hours actually worked, including not paying him and other Aggrieved Employees overtime. Moreover, Claimant’s wage statements did not contain the number of hours worked (neither regular hours nor overtime hours). As a result, Claimant and other Aggrieved Employees did not receive the statutory minimum wage for all time suffered or permitted to work because they were not properly compensated, nor did they receive proper overtime compensation for all hours worked after the eighth hour in a workday and forty hours in a workweek.



4. Global Crew Services violated Labor Code §§ 510, 558, 1194, 1197.1 and the “Hours and Days of Work” sections of the applicable Wage Orders by not paying Claimant and other Aggrieved Employees any applicable overtime wages for time spent over 8 hours in a day or 40 hours in a workweek. Claimant routinely worked overtime each day and averaged 12 hours of work each day. Global Crew Services would not keep track of Claimant’s time worked and would instead paid him a flat salary regardless of the number of hours actually worked, including not paying him and other Aggrieved Employees overtime. Moreover, Claimant’s wage statements did not contain the number of hours worked (neither regular hours nor overtime hours). As a result, Claimant and other nonexempt employees did not receive proper overtime compensation for all hours worked after the eighth hour in a workday and forty hours in a workweek.

5. Global Crew Services violated Labor Code § 226(a) and the “Records” section of the applicable Wage Orders by issuing wage statements that did not include the correct total regular and overtime hours worked, the correct amount of gross and net wages earned, and all applicable hourly rates and the corresponding number of hours worked at each hourly rate, as required under Labor Code section 226. Global Crew Services would also pay Claimant and other Aggrieved Employees in cash without issuing wage statements. As such, Global Crew Services violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Claimant and other Aggrieved Employees by not accurately reflecting the hours worked, by not including the sick leave balance, as well as by not including the premium pay for missed rest breaks and meal periods on the paystubs.

6. Global Crew Services violated Labor Code sections 201-204, 201.3, 210, 1194, 1194.2, 1198 and the “Minimum Wage” section of the applicable Wage Orders by failing to timely pay all wages during employment and upon separation of employee to Claimant and other Aggrieved Employees, including without limitation, by not paying employees for all hours worked, by paying Claimant and other Aggrieved Employees on a monthly basis, by not paying employees on a timely basis, by failing to pay premium pay for missed meal and rest periods, as well as minimum and overtime wages for all hours worked.

7. Global Crew Services violated Labor Code §§ 1174, 1174.5, 1198 and the “Records” section of the applicable Wage Orders by failing to accurately record employee hours worked including, but not limited to, Global Crew Services’ failure to record the proper beginning and end of each work period, the total hours worked during the pay period, the applicable rates of pay and the wages paid. Moreover, because

John Hyland
C/O
Global Crew Services, Inc.
Gursewak Singh Brar,
Karandeep Singh Brar and Inderjeet Kaur
September 25, 2020
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Claimant were misclassified, meal breaks were not accurately recorded on the time records in violation of the applicable Wage Orders.

8. Global Crew Services violated Labor Code § 245 *et seq.*, known as the Healthy Workplaces, Healthy Families Act of 2014. Labor Code § 246 requires employers to set forth the amount of paid sick leave available for use on its employees' itemized wage statements described in Labor Code § 226 or in a separate writing provided on the employee's designated pay date. Global Crew Services failed to include Claimant and other Aggrieved Employees available sick leave balances on their itemized wage statements.

9. Global Crew Services violated Labor Code § 227.3 by not paying Claimant and other Aggrieved Employees their vested vacation pay upon the end of their employment. An employer must pay an employee for unused vacation following their separation of employment in compliance with Labor Code §§ 201 and 202. Claimant and other Aggrieved Employees had unused vacation due to them upon separation of employment. However, Global Crew Services failed to properly calculate and pay employees all unpaid and accrued vacation following the employees' separation of employment from Global Crew Services.

Claimant will pursue all available remedies, including those provided by PAGA, for the violations identified herein on behalf of themselves and other Aggrieved Employees.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Claimant becomes aware of additional compensation owed to his or other losses incurred by his or by any other non-exempt employee of Global Crew Services, he reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in his complaint.

Very truly yours,

Arin | James LLP

A handwritten signature in black ink, appearing to read 'Arin', is written over the printed name 'Arin Norijanian'.

Arin Norijanian
James Demerjian

an/jd



Arin | James LLP

On behalf of the employee.

arin@arinjames.com
james@arinjames.com

September 25, 2020

Via Online Electronic Filing

California Labor and Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Certified Mail & Email

John Hyland, Esq.
Rukin Hyland & Riggin LLP
C/O
Global Crew Services, Inc., Gursewak
Singh Brar, Karandeep Singh Brar and
Inderjeet Kaur
1939 Harrison Street, Ste. 290
Oakland, CA 94612
jhyland@rukinhyland.com

Re: **Jose L. De Leon's Wage and Hour Claims Against Global Crew
Services, Inc., et al.**

Dear Labor and Workforce Development Agency, Mr. Hyland and others identified
above:

Please be advised that Jose L. De Leon (hereinafter "Claimant") has retained our firm to represent him for his claims against his former employers Global Crew Services, Inc., Gursewak Singh Brar, Karandeep Singh Brar and Inderjeet Kaur (collectively "Global Crew Services"). This correspondence shall serve as Claimant's written notice under Labor Code § 2699.3 of the claims asserted on behalf of Claimant and all other aggrieved employees against Global Crew Services. Claimant provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3.

Claimant desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly. Pursuant to Labor Code § 2699(a), and by way of

John Hyland
C/O
Global Crew Services, Inc.
Gursewak Singh Brar,
Karandeep Singh Brar and Inderjeet Kaur
September 25, 2020
Page 2 of 6



this letter, Claimant also intend to represent all other similarly situated employees who performed work for Global Crew Services in California and have suffered at least one of the wage and hour violations described herein during his employment as well as any other violations suffered by the aggrieved employees.

Claimant alleges that Global Crew Services committed the following against him and all other current and former misclassified employees and all other current and former non-exempt employees of Global Crew Services in California during the relevant time period (hereinafter referred to as "Aggrieved Employees"):

Factual Background:

Global Crew Services, Inc. is a California corporation operating crew transportation and vessel services at the ports of Long Beach, San Pedro, Los Angeles, San Diego and other ports in California. Global Crew Services employed Claimant and all other Aggrieved Employees in the State of California. Global Crew Services was Claimant's and the other Aggrieved Employees' employer as defined by the California Labor Code and applicable Wage Orders in that Global Crew Services exercised control over the wages, hours and working conditions of Claimant and other Aggrieved Employees, and supervised his work at all of its facilities in the State of California. Moreover, Global Crew Services suffered and permitted Claimant and other Aggrieved Employees to work at all of its facilities in the State of California.

Gursewak Singh Brar is listed as the chief executive officer and director of Global Crew Services, Inc. on its Statement of Information filed with the Secretary of State. Karandeep Singh Brar is listed as Global Crew Services' secretary and Inderjeet Kaur is listed as its chief financial officer on Global Crew Services' Statement of Information filed with the Secretary of State.

Global Crew Services employed Claimant from February 16, 2019 to February 2, 2020 in various non-exempt positions such as driver and security guard. As a driver, Claimant transported crew members from to and from their vessels. As a security guard, Claimant observed and protected crew members and reported incidents when they occurred. Global Crew Services misclassified Claimant's positions as exempt throughout the duration of his employment and based on that classification, paid him a predetermined salary regardless of the number of hours he actually worked. Relying upon its classification, Global Crew Services did not pay Claimant a premium rate for overtime hours worked nor did he provide or ensure that he receive compliant meal or rest breaks. Global Crew Services, however, misclassified Claimant's positions as exempt because they did not employ him in a position that met the requirements of an

John Hyland
C/O
Global Crew Services, Inc.
Gursewak Singh Brar,
Karandeep Singh Brar and Inderjeet Kaur
September 25, 2020
Page 3 of 6



exemption as defined under Wage Order No. 4, the applicable Wage Orders alleged herein. Specifically, Claimant was neither paid the requisite minimum salary nor performed exempt job duties to fall within exempt classifications.

Due to Global Crew Services' misclassification of his position, Claimant and other Aggrieved Employees are entitled to payment for all unpaid wages, hours worked, overtime pay, premium pay for missed meal and rest breaks, derivative penalties and other relief requested herein. Global Crew Services also failed to pay Claimant and other Aggrieved Employees vested unpaid vacation pay and also failed include available sick leave balances on their wage statements.

Claimant and other Aggrieved Employees generally worked 12 or more hours a day and seven days a week at all times during their employment without payment for overtime hours. Claimant worked at Global Crew Services' various locations throughout the state of California but mostly in the Los Angeles area. Claimant and other Aggrieved Employees could not take rest breaks or meal periods due to the business needs of Global Crew Services. As such, Global Crew Services failed to provide Claimant and other Aggrieved Employees the required meal periods and/or rest breaks. At the time of his separation from employment from Global Crew Services, Claimant was not paid all wages owed to him for minimum and overtime wages. Lastly, Claimant and other Aggrieved Employees were never required to clock and in out of their shifts.

Global Crew Services' Labor Code and IWC Wage Orders Violations:

Global Crew Services denied Claimant and other Aggrieved Employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Orders. For example, due its misclassification of Claimant and other Aggrieved Employees, Global Crew Services failed to provide them with legally compliant meal and rest breaks or pay them meal and rest break premiums, failed to timely pay Claimant and other Aggrieved Employees all minimum, regular, and overtime wages owed, failed to maintain accurate records and issue accurate itemized wage statements, and failed to timely pay all wages due during and upon separation of employment. Due to its misclassification of Claimant and the other Aggrieved Employees, Global Crew Services committed the below listed Labor Code violations against Claimant and other Aggrieved Employees. Global Crew Services also failed to pay Claimant and other Aggrieved Employees vested unpaid vacation pay and also failed include available sick leave balances on their wage statements.



1. Global Crew Services violated Labor Code § 226.7, 512 and the “Meal Period” section of the applicable IWC Wage Orders by not providing Claimant and other Aggrieved Employees the opportunity to take compliant 30-minute, off-duty meal periods within the first 5 hours of work for shifts in excess of 5 hours and by also not providing Claimant and other Aggrieved Employees the opportunity to take a second compliant 30-minute, off-duty meal periods within the first 10 hours of work for shifts in excess of 10 hours. Due to its misclassification, Global Crew Services had a pattern and practice of not providing Claimant and other Aggrieved Employees with legally compliant meal periods, even though Claimant and other Aggrieved Employees worked more than six (6) hours during his workday, and also had a pattern and practice of not providing Claimant and other Aggrieved Employees, with a second legally complaint meal periods, even though Claimant and other Aggrieved Employees worked more than ten (10) hours during his workday. In addition, Global Crew Services did not pay the requisite meal period premium pay of an additional hour of wages.

2. Global Crew Services violated Labor Code § 226.7 and the “Rest Period” section of the applicable IWC Wage Orders by not authorizing or permitting Claimant and other Aggrieved Employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major fraction thereof. Due to its misclassification, Global Crew Services had a policy and/or practice of not authorizing and/or permitting Claimant to take complaint timely rest breaks for every 4 hours of work, or major fraction thereof. Finally, Global Crew Services failed to pay the requisite rest period premium pay of an additional hour of wages.

3. Global Crew Services violated Labor Code §§ 558, 1194, 1197, 1197.1 and the “Hours and Days of Work” sections of the applicable Wage Orders by not paying Claimant and other Aggrieved Employees his minimum wage for all hours worked. Claimant routinely worked overtime each day and averaged 12 hours of work each day. Global Crew Services would not keep track of Claimant’s time worked and would instead paid him a flat salary regardless of the number of hours actually worked, including not paying him and other Aggrieved Employees overtime. Moreover, Claimant’s wage statements did not contain the number of hours worked (neither regular hours nor overtime hours). As a result, Claimant and other Aggrieved Employees did not receive the statutory minimum wage for all time suffered or permitted to work because they were not properly compensated, nor did they receive proper overtime compensation for all hours worked after the eighth hour in a workday and forty hours in a workweek.

4. Global Crew Services violated Labor Code §§ 510, 558, 1194, 1197.1 and the “Hours and Days of Work” sections of the applicable Wage Orders by not paying



Claimant and other Aggrieved Employees any applicable overtime wages for time spent over 8 hours in a day or 40 hours in a workweek. Claimant routinely worked overtime each day and averaged 12 hours of work each day. Global Crew Services would not keep track of Claimant's time worked and would instead paid him a flat salary regardless of the number of hours actually worked, including not paying him and other Aggrieved Employees overtime. Moreover, Claimant's wage statements did not contain the number of hours worked (neither regular hours nor overtime hours). As a result, Claimant and other nonexempt employees did not receive proper overtime compensation for all hours worked after the eighth hour in a workday and forty hours in a workweek.

5. Global Crew Services violated Labor Code § 226(a) and the "Records" section of the applicable Wage Orders by issuing wage statements that did not include the correct total regular and overtime hours worked, the correct amount of gross and net wages earned, and all applicable hourly rates and the corresponding number of hours worked at each hourly rate, as required under Labor Code section 226. Global Crew Services would also pay Claimant and other Aggrieved Employees in cash without issuing wage statements. As such, Global Crew Services violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Claimant and other aggrieved employees by not accurately reflecting the hours worked, by not including the sick leave balance, as well as by not including the premium pay for missed rest breaks and meal periods on the paystubs.

6. Global Crew Services violated Labor Code sections 201-204, 201.3, 210, 1194, 1194.2, 1198 and the "Minimum Wage" section of the applicable Wage Orders by failing to timely pay all wages during employment and upon separation of employee to Claimant and other Aggrieved Employees, including without limitation, by not paying employees for all hours worked, by paying Claimant and other Aggrieved Employees on a monthly basis, by not paying employees on a timely basis, by failing to pay premium pay for missed meal and rest periods, as well as minimum and overtime wages for all hours worked.

7. Global Crew Services violated Labor Code §§ 1174, 1174.5, 1198 and the "Records" section of the applicable Wage Orders by failing to accurately record employee hours worked including, but not limited to, Global Crew Services' failure to record the proper beginning and end of each work period, the total hours worked during the pay period, the applicable rates of pay and the wages paid. Moreover, because Claimant were misclassified, meal breaks were not accurately recorded on the time records in violation of the applicable Wage Orders.

John Hyland
C/O
Global Crew Services, Inc.
Gursewak Singh Brar,
Karandeep Singh Brar and Inderjeet Kaur
September 25, 2020
Page 6 of 6



8. Global Crew Services violated Labor Code § 245 *et seq.*, known as the Healthy Workplaces, Healthy Families Act of 2014. Labor Code § 246 requires employers to set forth the amount of paid sick leave available for use on its employees' itemized wage statements described in Labor Code § 226 or in a separate writing provided on the employee's designated pay date. Global Crew Services failed to include Claimant and other Aggrieved Employees available sick leave balances on their itemized wage statements.

9. Global Crew Services violated Labor Code § 227.3 by not paying Claimant and other Aggrieved Employees their vested vacation pay upon the end of their employment. An employer must pay an employee for unused vacation following their separation of employment in compliance with Labor Code §§ 201 and 202. Claimant and other Aggrieved Employees had unused vacation due to them upon separation of employment. However, Global Crew Services failed to properly calculate and pay employees all unpaid and accrued vacation following the employees' separation of employment from Global Crew Services.

Claimant will pursue all available remedies, including those provided by PAGA, for the violations identified herein on behalf of themselves and other Aggrieved Employees.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Claimant becomes aware of additional compensation owed to his or other losses incurred by his or by any other non-exempt employee of Global Crew Services, he reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in his complaint.

Very truly yours,

Arin | James LLP

A handwritten signature in black ink, appearing to be 'Arin', written over a horizontal line.

Arin Norijanian
James Demerjian

an/jd

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): 20LBCV00554 Arin Norijanian (SBN 260936); James Demerjian (SBN 266525) ARIN JAMES LLP 100 North Brand Blvd., Suite 620, Glendale, CA 91203 TELEPHONE NO.: 818-476-0133 FAX NO. (Optional): 818-230-5243 ATTORNEY FOR (Name): Plaintiffs Daniel Materov and Jose L. De Leon		FOR COURT USE ONLY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 275 Magnolia MAILING ADDRESS: CITY AND ZIP CODE: Long Beach, CA 90802 BRANCH NAME: South District - Gov. George Deukmejian Courthouse			
CASE NAME: Materov, et al. v. Global Crew Services, Inc., et al			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: 20LBCV00554	
		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)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37)	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)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23)	Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26)	Enforcement of Judgment ☐ Enforcement of judgment (20)
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)	Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38)	Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (<i>not specified above</i>) (42)
Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (<i>not specified above</i>) (43)

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*): 10
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: December 22, 2020

Arin Norijanian

(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

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

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|---|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle. | 7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
|--|---|

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	☐ A6070 Asbestos Property Damage ☐ A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	☐ A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	☐ A7210 Medical Malpractice - Physicians & Surgeons ☐ A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) ☐ A7270 Intentional Infliction of Emotional Distress ☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: Materov, et al. v. Global Crew Services, Inc.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	☐ A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	☐ A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	☒ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	1, 2, 3, 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case ☐ A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26)	☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer- Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: Materov, et al. v. Global Crew Services, Inc.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2, 3, 6	
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5	
	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus ☐ A6152 Writ - Mandamus on Limited Court Case Matter ☐ A6153 Writ - Other Limited Court Case Review	2, 8 2 2	
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1, 2, 8	
	Construction Defect (10)	☐ A6007 Construction Defect	1, 2, 3	
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1, 2, 8	
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1, 2, 8	
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1, 2, 3, 8	
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8	
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment ☐ A6160 Abstract of Judgment ☐ A6107 Confession of Judgment (non-domestic relations) ☐ A6140 Administrative Agency Award (not unpaid taxes) ☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax ☐ A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9	
	RICO (27)	☐ A6033 Racketeering (RICO) Case	1, 2, 8	
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only ☐ A6040 Injunctive Relief Only (not domestic/harassment) ☐ A6011 Other Commercial Complaint Case (non-tort/non-complex) ☐ A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8	
	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2, 8	
	Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment With Damages ☐ A6123 Workplace Harassment With Damages ☐ A6124 Elder/Dependent Adult Abuse Case With Damages ☐ A6190 Election Contest ☐ A6110 Petition for Change of Name/Change of Gender ☐ A6170 Petition for Relief from Late Claim Law ☐ A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

SHORT TITLE: Materov, et al. v. Global Crew Services, Inc.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: ☐ 1. ☐ 2. ☒ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11.			ADDRESS: 375 Redondo Ave., #1019
CITY: Long Beach	STATE: CA	ZIP CODE: 90814	

Step 5: Certification of Assignment: I certify that this case is properly filed in the South - Deukmejian District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: December 22, 2020

(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration and settlement conferences. When ADR is done by phone or computer, it may be called Online Dispute Resolution (ODR). These “alternatives” to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney’s fees and witness fees.
- **Keeps Control** with the parties: Parties choose their ADR process and provider for voluntary ADR.
- **Reduces stress/protects privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR and litigation and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

Main Types of ADR:

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral “mediator” listens to each person’s concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to arrange mediation in Los Angeles County

Mediation for civil cases is voluntary and parties may select any mediator they wish. Options include:

a. The Civil Mediation Vendor Resource List

Parties may contact these organizations to request a “Resource List Mediation” for reduced-cost or free (for selected cases) mediation in person or with ODR (by phone or online).

- JAMS, Inc.: Case Manager (213) 253-9776 mdawson@jamsadr.com
- Mediation Center of Los Angeles: Case Manager: (833) 476-9145 info@mediationLA.org

These organizations cannot accept every case and they may decline cases at their discretion.

Visit www.lacourt.org/ADR.Res.List for important information and FAQs before contacting them.

NOTE: This service is not available for family law, probate or small claims.

b. Los Angeles County Dispute Resolution Programs

<https://wdacs.lacounty.gov/programs/drp/>

- Free, day- of- trial mediations at the courthouse for small claims, unlawful detainers (evictions) and, at the Stanley Mosk Courthouse, limited civil. No appointment needed.
- Free or low-cost mediations before the day of trial for these and other case types.
- For ODR by phone or computer for small claims or unlawful detainer (eviction) cases before the day of trial, visit

<http://www.lacourt.org/division/smallclaims/pdf/OnlineDisputeResolutionFlyer-EngSpan.pdf>

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In “binding” arbitration, the arbitrator’s decision is final; there is no right to trial. In “nonbinding” arbitration, any party can request a trial after the arbitrator’s decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>
4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court’s MSC programs for civil cases, visit: www.lacourt.org/division/civil/settlement

Los Angeles Superior Court ADR website: www.lacourt.org/division/civil/settlement

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 12/22/2020 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>J. Ballesteros</u> Deputy
COURTHOUSE ADDRESS: Governor George Deukmejian Courthouse 275 Magnolia Ave, Long Beach, CA 90802		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 20LBCV00554

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Michael P. Vicencia	S26					

Given to the Plaintiff/Cross-Complainant/Attorney of Record

Sherri R. Carter, Executive Officer / Clerk of Court

on 12/23/2020
(Date)

By J. Ballesteros, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.