

SUMMONS (CITACION JUDICIAL)

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

NOTICE TO DEFENDANT: LOOMIS BASIN EQUINE MEDICAL CENTER, (AVISO AL DEMANDADO): INC., a California corporation, and DOES 1 through 10, inclusive

FILED
AMADOR SUPERIOR COURT

DEC 1 2020

Clerk of the Superior Court

By: **B. MORRIS**

YOU ARE BEING SUED BY PLAINTIFF: AMANDA FOWLER, on behalf (LO ESTÁ DEMANDANDO EL DEMANDANTE): of herself and all "aggrieved employees" pursuant to Labor Code § 2698 et seq.

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):

Superior Court of California, County of Amador
500 Argonaut Ln.

Jackson, California 95642

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Alex P. Katofsky, Esq.; SBN 202754
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Gaines & Gaines, APLC

27200 Agoura Road, Suite 101, Calabasas, CA 91301

818-703-8985

DATE:

(Fecha)

DEC 01 2020

Clerk, by
(Secretario)

D. HARMON B. MORRIS

, Deputy
(Adjunto)

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

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

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

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

3. ☐ on behalf of (specify):

- | | |
|--|---|
| under: ☐ CCP 416.10 (corporation) | ☐ CCP 416.60 (minor) |
| ☐ CCP 416.20 (defunct corporation) | ☐ CCP 416.70 (conservatee) |
| ☐ CCP 416.40 (association or partnership) | ☐ CCP 416.90 (authorized person) |
| ☐ other (specify): | |

4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Alex P. Katofsky, Esq. SBN: 202754 Gaines & Gaines, APLC 27200 Agoura Road, Suite 101, Calabasas, CA 91301 TELEPHONE NO.: 818-703-8985 FAX NO.: 818-703-8984 ATTORNEY FOR (Name): Amanda Fowler		FOR COURT USE ONLY FILED AMADOR SUPERIOR COURT DEC 1 2020 Clerk of the Superior Court By: <u>B. MORRIS</u>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF AMADOR STREET ADDRESS: 500 Argonaut Ln. MAILING ADDRESS: 500 Argonaut Ln. CITY AND ZIP CODE: Jackson, 95642 BRANCH NAME: Amador Superior Court		CASE NUMBER: 20 -CV- 11929 JUDGE: J.S. HERMANSON DEPT: 1	
CASE NAME: Fowler v. Loomis Basin Equine Medical Center, Inc.			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

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

1. Check **one** box below for the case type that best describes this case:
- | | | |
|---|--|---|
| Auto Tort
☐ Auto (22)
☐ Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)
Employment
☐ Wrongful termination (36)
☒ Other employment (15) | Contract
☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)
Real Property
☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)
Unlawful Detainer
☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)
Judicial Review
☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39) | Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400–3.403)
☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
☐ Enforcement of judgment (20)
Miscellaneous Civil Complaint
☐ RICO (27)
☐ Other complaint (not specified above) (42)
Miscellaneous Civil Petition
☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43) |
|---|--|---|
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
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☐ Substantial amount of documentary evidence | d. ☐ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
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): One (1)
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: 11/30/2020

Alex P. Katofsky, Esq.

(TYPE OR PRINT NAME)

Alex P. Katofsky

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

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FILED
AMADOR SUPERIOR COURT

DEC 1 2020

Clerk of the Superior Court

By: B. MORRIS

7 Attorneys for Plaintiff Amanda Fowler on behalf of herself and all "aggrieved employees" pursuant
8 to Labor Code § 2698 *et seq.*

CASE ASSIGNED FOR ALL PURPOSES TO
HON. J.S. HERMANSON

CCP 170.6

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF AMADOR**

11 AMANDA FOWLER, on behalf of herself and
12 all "aggrieved employees" pursuant to Labor
Code § 2698 *et seq.*,

13 Plaintiffs,

14 v.

15 LOOMIS BASIN EQUINE MEDICAL
16 CENTER, INC., a California corporation, and
DOES 1 through 10, inclusive,

17 Defendants.

CASE NO:

20 -CV- 11929

**REPRESENTATIVE ACTION
COMPLAINT FOR PENALTIES
PURSUANT TO LABOR CODE § 2699(f)
FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 226(a), 226.7, 246, 510, 512,
1194, AND 2802 AND PURSUANT TO
LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 226.3
AND 558**

DEMAND FOR JURY TRIAL

1 Plaintiff AMANDA FOWLER (“Plaintiff”), on behalf of herself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of LOOMIS
3 BASIN EQUINE MEDICAL CENTER, INC., a California corporation, and/or any subsidiaries or
4 affiliated companies (hereinafter referred to as “Defendants”), as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and all of Defendants’ California employees (“Aggrieved Employees”).

9 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
10 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
11 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
12 consistent policies of:

13 a. Failing to properly computes bonus wages, commission wages, and other non-
14 base hourly wages earned by Plaintiff and other non-exempt Aggrieved Employees into their regular
15 rate of pay for purposes of paying them overtime at the correct rates, in violation of Labor Code §§
16 510, 558 and 1194. Defendant failed to properly blend bonus wages, commission wages, and other
17 non-base hourly wages and instead paid Plaintiff and other non-exempt Aggrieved Employees
18 overtime based *only* on the base hourly rate of pay, thus depriving Plaintiff and other Aggrieved
19 Employees of all overtime and double time wages earned. Defendant also failed to blend bonus
20 wages, commission wages, and other non-base hourly wages earned by Plaintiff and other non-
21 exempt Aggrieved Employees into their sick pay rate yielding an underpayment, in violation of Labor
22 Code §§ 246, 510, 558 and 1194.;

23 b. Failing to pay Plaintiff and other non-exempt Aggrieved Employees all
24 minimum wages and overtime wages earned, in violation of Labor Code §§ 510, 558 and 1194.
25 Plaintiff and other Aggrieved Employees were required to work off-the-clock after they had clocked
26 out for the day. They were required to perform work-related activities, including helping other
27 employees with questions over the phone, all after clocking out from their shift and without
28 compensation. This violates Labor Code §§ 510, 558 and 1194;

1 c. Failing to pay premium wages to Plaintiff and non-exempt Aggrieved
2 Employees who were denied rest periods, in violation of Labor Code §§ 226.7 and 558 and IWC
3 Wage Order 5-2001. Plaintiff and all other non-exempt Aggrieved Employees were routinely not
4 authorized and unable to take a 10-minute rest period for every four (4) hours of work or major
5 fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period.
6 When rest periods were provided, Plaintiff and non-exempt Aggrieved Employees were not permitted
7 to leave the work premises, resulting in an on-duty rest period subject to Defendants' control. This
8 violates Labor Code §§ 226.7 and 558 and IWC Wage Order 5-2001;

9 d. Failing to pay premium wages to Plaintiff and other non-exempt Aggrieved
10 Employees who were denied meal periods, in violation of Labor Code §§ 226.7, 512 and 558 and
11 IWC Wage Order 5-2001. Plaintiff and non-exempt Aggrieved Employees were routinely denied,
12 and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that
13 exceeded five hours in duration, or a second timely, uninterrupted, 30-minute meal period for every
14 shift worked that exceeded ten hours in duration, but were not paid premium wages of one hour's pay
15 for each missed first or second meal period. Plaintiff simply never received a meal period. This
16 violates Labor Code §§ 226.7, 512 and 558 and IWC Wage Order 5-2001;

17 e. Failing to provide Plaintiff and other non-exempt Aggrieved Employees with
18 wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a)
19 and 226.3. Plaintiff and other non-exempt Aggrieved Employees were not paid all minimum,
20 overtime, double-time and sick pay wages due and meal and rest period premium wages due. As such,
21 the wage statements provided by Defendants failed to accurately state all gross wages earned, in
22 violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§
23 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all
24 applicable hourly rates in effect during the pay period and the corresponding number of hours worked,
25 in violation of Labor Code §§ 226(a)(9) and 226.3;

26 f. Failing to reimburse Plaintiff and other Aggrieved Employees for necessary
27 business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor
28 Code § 2802, including, but not limited to, the use of their personal cellular phone and other mobile

1 devices. Labor Code § 2802 states that an employer must indemnify its employees for all necessary
2 expenditures or losses incurred by the employee in direct consequence of the discharge of their duties,
3 and Defendant's failure to do so has violated this section; and

4 g. Failing to pay Plaintiff all wages due at the separation of her employment based
5 on the time frames required by Labor Code §§ 201 and 202. As stated above, Plaintiff and other non-
6 exempt Aggrieved Employees were not paid all wages due, during the course of their employment
7 and, as a result of this failure, they were not timely paid all wages due at the separation of their
8 employment. This violates Labor Code §§ 201-202 and is alleged on behalf of Plaintiff and certain
9 non-exempt Aggrieved Employees no longer employed by Defendants.

10 3. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code §
11 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

12 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
13 The Labor Code violations alleged against Defendants herein arose in Amador County, California.

14 II.

15 PARTIES

16 A. Plaintiff

17 5. Plaintiff AMANDA FOWLER was employed by Defendants from January 2018
18 through July 2020 as non-exempt employee in Amador County, California.

19 B. Defendant

20 6. Defendant LOOMIS BASIN EQUINE MEDICAL CENTER, INC. is a Delaware
21 corporation. Defendant LOOMIS BASIN EQUINE MEDICAL CENTER, INC. employed Plaintiff
22 and Aggrieved Employees throughout the State of California, including Amador County, California.

23 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
24 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
25 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
26 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
27 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
28

1 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
2 designated hereinafter as DOES when such identities become known.

3 8. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
4 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
5 business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally
6 attributable to the other Defendants.

7 9. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
8 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
9 provisions of the California Labor Code as alleged herein.

10 III.

11 CAUSES OF ACTION

12 FIRST CAUSE OF ACTION

13 PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS 14 PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR 15 CODE §§ 201, 202, 226(a), 226.7, 246, 510, 512, 1194, AND 2802 AND PURSUANT TO 16 LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

17 10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set
18 forth herein.

19 11. As a result of the acts alleged above, including the Labor Code violations set forth in
20 paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

21 12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to
22 penalties and other relief in an amount to be shown at the time of trial subject to the following formula:

- 23 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
24 each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 246, 510,
25 512, 1194, and 2802; and
- 26 b. Pursuant to Labor Code § 2699(f), the penalties as authorized by Labor Code
27 §§ 226.3 and 558.

13. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

14. On September 15, 2020, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of September 15, 2020. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as described below.

IV.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;

2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;

3. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable law; and

4. Such other and further relief as this Court may deem just and proper.

Dated: November 30, 2020

Respectfully submitted,

GAINES & GAINES

A Professional Law Corporation

By: Daniel F. Gaines
DANIEL F. GAINES
EVAN S. GAINES
Attorneys for Plaintiff

///

///

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

Dated: November 30, 2020

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: *Daniel F. Gaines*
DANIEL F. GAINES
EVAN S. GAINES
Attorneys for Plaintiff

AMADOR SUPERIOR COURT 500 ARGONAUT LANE JACKSON, CA 95642 (209)257-2600 www.amadorcourt.org	FOR COURT USE ONLY FILED AMADOR SUPERIOR COURT DEC 1 2020 Clerk of the Superior Court By: <u>B. MORRIS</u>
PLAINTIFF: AMANDA FOWLER ON BEHALF OF HERSELF AND ALL AGGRIEVED EMPLOYEES PURSUANT TO LABOR CODE 2698 ET SEQ. vs DEFENDANT: LOOMIS BASIN EQUINE MEDICAL CENTER INC A CALIFORNIA CORPORATION AND DOES 1 THROUGH 10 INCLUSIVE	
NOTICE OF ASSIGNMENT, NOTICE OF INCLUSION IN DELAY REDUCTION PROGRAM AND NOTICE OF CASE MANAGEMENT CONFERENCE AMADOR RULE OF COURT 8.01 ET SEQ., and CRC 3.720 ET SEQ	HEARING DATE: 06/09/2021 Case Type: OTHER EMPLOYMENT
	CASE NUMBER: 20-CVC-11929

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Please take notice that the above-entitled action has been assigned for all purposes to the Honorable **J.S. HERMANSON** pursuant to CRC 3.734.

The above case is included in the Delay Reduction Program of the County of Amador. The local rules of the Superior Court of California, County of Amador, will hereby apply to this action. You are required to comply with the guidelines as set forth in the above-referenced rules.

You are further advised that a CASE MANAGEMENT CONFERENCE in the above action has been scheduled, per rule 8.05, for **Wednesday, June 09, 2021 at 1:30 pm** in the Amador County Superior Court, **DEPT 3**.

A Case Management Statement shall be filed with the court no later than 15 days before the case management conference. All parties shall exchange their completed statements at least 15 days prior to the case management conference. *Pursuant to Amador Rule 8.05(E) the Court issues tentative rulings prior to Civil Case Management Conferences.*

Dated: December 1, 2020

DAWN HARMON, CLERK

BY: B. MORRIS, DEPUTY

AMADOR COUNTY SUPERIOR COURT

500 Argonaut Lane • JACKSON, CA 95642-2396
(209) 257-2603



DAWN HARMON, COURT EXECUTIVE OFFICER

THIS DOCUMENT IS TO BE SERVED ON ALL PARTIES

Tentative Rulings Procedure

Law & Motion Matters: The Superior of Court of Amador County has adopted Local Rule 4.03, which provides for the issuance of tentative rulings in all law and motion matters on the afternoon of the court day before the law and motion matter is calendared. The tentative rulings are available after 2:00 p.m. on the web (www.amadorcourt.org). Parties satisfied with the tentative ruling need not appear at the scheduled hearing, unless ordered to do so by the Court. Parties intending to appear and contest the tentative ruling must notify the Court and opposing counsel of such intent by 4:00 p.m. on the first court day before the hearing. Unless opposing counsel is notified of such intent, oral argument will not be permitted. Absent oral argument, the tentative ruling will become the final ruling of the Court.

All noticed motions and demurrers in civil matters shall include the following information in the notice:

"Pursuant to Local Rule 4.03, the court will make a tentative ruling on the merits of this matter by 3:00 p.m., the court day before the hearing. To receive the tentative ruling, call (209) 257-2692. If you intend to appear and contest the tentative ruling, you must notify the court and opposing counsel of such intent by 4:30 p.m. on the first court day preceding the hearing. If you do not provide proper notice to the court and the opposing party no hearing will be held."

Failure to include the above language could result in the imposition of sanctions pursuant to Local Rule 4.01.

Case Management Conferences: The Amador Superior Court has adopted Local Rule 8.05, which provides for the issuance of tentative rulings for case management conference hearings. The tentative rulings are available after 2:00 p.m. on the court day before the hearing is scheduled. Tentative rulings are posted on the Court's website, www.amadorcourt.org. Parties satisfied with the tentative ruling need not appear at the scheduled hearing, unless ordered to do so by the Court. Parties intending to appear and contest the tentative ruling must notify the Court and opposing counsel of such intent by 4:00 p.m. on the first court day before the hearing. Unless opposing counsel is notified of such intent, oral argument will not be permitted. Absent oral argument, the tentative ruling will become the final ruling of the Court.

Alternative Dispute Resolution Information Sheet

As of July 1, 2001, whenever a complaint in a civil action is filed, the clerk will provide the plaintiff with the attached Alternative Dispute Resolution Information Sheet. Pursuant to Rules of Court, Rule 1590.1(b) the plaintiff must serve the Information Sheet on each defendant along with the complaint. Cross-complainants are also required to serve a copy of the information sheet along with the cross-complaint.

The Information Sheet is available for no cost in the Superior Court Clerk's office, or on the court's web site at www.amadorcourt.org.

Civil Alternative Dispute Resolution Options Available in the Amador Superior Court

The Amador Superior Court supports and encourages the use of Alternative Dispute Resolution ("ADR"). The court has long recognized the value of early case management intervention and the use of alternative dispute resolution options for amenable and eligible cases. Litigants have also expressed a high degree of satisfaction when using these options.

The most common forms of ADR are mediation and arbitration. There are a number of other kinds of ADR as well. In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediation, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court.

Advantages of ADR

- **ADR can be speedier.** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- **ADR can save money.** Court costs, attorneys fees, and expert fees can be saved.
- **ADR can permit more participation.** The parties may have more chances to tell their side of the story than in court and may have more control over the outcome.
- **ADR can be flexible.** The parties can choose the ADR process that is best for them. For example, in mediation the parties may decide how to resolve their dispute.
- **ADR can be cooperative.** This means that the parties having a dispute may work together with the neutral to resolve the dispute and agree to a remedy that makes sense to them, rather than work against each other.
- **ADR can reduce stress.** There are fewer, if any, court appearances. In addition, because ADR can be speedier, and save money, and because the parties are normally cooperative, ADR is easier on the nerves. The parties don't have a lawsuit hanging over their heads for years.
- **ADR can be more satisfying.** For all the above reasons, many people have reported a high degree of satisfaction with ADR.

Because of these advantages, many parties choose ADR to resolve a dispute, instead of filing a lawsuit. Even when a lawsuit has been filed, the court can refer the dispute to a neutral before the parties' positions harden and the lawsuit becomes costly. ADR has been used to resolve disputes even after a trial, when the result is appealed.

Disadvantages of ADR

ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.
- Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

ADR Options

The court currently offers the following ADR options:

Judicial Arbitration: Judicial Arbitration is a binding or non-binding process where an arbitrator applies the law to the facts of the case and issues an award. The goal of judicial arbitration is to provide parties with an adjudication that is earlier, faster, less formal and less expensive than trial. The arbitrator's award may either become the judgment in the case if all parties accept or if no trial de novo is requested within the required time. Either party may reject the award and request a trial de novo before the assigned judge if the arbitration was non-binding. If a trial de novo is requested, the trial will usually be scheduled within a year of the filing date.

Parties may stipulate to binding or non-binding judicial arbitration or the judge may order the matter to arbitration at the case management conference, held approximately 150 days after filing, if a case is valued at under \$50,000 and is "at issue". The court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years

“ and who have a certain amount of trial and/or arbitration experience. In addition, if parties select an arbitrator from the court's panel, the court will pay the arbitrator's fees.

Please see Amador Superior Court Local Rules, Rule 9.00 for more information regarding judicial arbitration.

Settlement Conferences: The goal of a settlement conference is to assist the parties in their efforts to negotiate a settlement of all or part of the dispute. Amador County Superior Court Local Rules, Rule 5.00 allows any party to request a settlement conference or the parties may stipulate to a settlement conference. The settlement conference may be conducted before the judge assigned to the case, another assigned judge or a pro tem appointed to act as settlement officer. The court may also order a case to a mandatory settlement conference prior to trial.

Court Ordered Mediation: Mediation is a non-binding process in which a trained mediator 1) facilitates communication between disputants, and 2) assists parties in reaching a mutually acceptable resolution of all or part of their dispute. In this process, the mediator carefully explores not only the relevant evidence and law, but also the parties' underlying interests, needs and priorities. The mediator is not the decision-maker and does not resolve the dispute -- the parties do. Mediation is a flexible, informal and confidential process that is less stressful than a formalized trial.

As of July 1, 2006, the Amador Superior Court implemented a civil mediation program. Eligible cases will be referred to mediation upon the stipulation of the parties and order of the Court. Most general civil cases will be eligible for referral to the mediation program.

The court will maintain a panel of approved mediators that meet specific qualifications and who adhere to court approved mediator ethics. A list of the Court-approved mediators is available for free at the clerk's office or on the web at www.amadorcourt.org.

There is no cost to the parties for the first three hours of the mediation. Please see Amador Superior Court, Local Rule 8.14 for more information.

Voluntary ADR: Parties may voluntarily stipulate to private mediation, private binding or non-binding arbitration, private early neutral evaluation or private judging outside the court system at any time.

For Further Information

Please contact:

Amador County Superior Court
500 Argonaut Lane
Jackson, CA 95642
(209) 257-2603