

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: STONEMOR, INC., a Delaware
(AVISO AL DEMANDADO): corporation, STONEMOR CALIFORNIA,
INC., a California corporation, and DOES 1 through 10,
inclusive

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

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

Electronically
FILED

by Superior Court of California, County of San Mateo
ON 11/24/2020

By /s/ Anthony Berini
Deputy Clerk

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 San Mateo
400 County Center
Redwood City, California 94063

CASE NUMBER:
(Número del Caso): 20-CIV-05216

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: 11/24/2020 Neal I. Taniguchi Clerk, by /s/ Anthony Berini, Deputy
(Fecha) *(Secretario)* *(Adjunto)*

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

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

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☐ on behalf of *(specify)*:
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify)*:
4. ☐ by personal delivery on *(date)*:

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): 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): Plaintiff, Pamela Williams		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of San Mateo ON 11/24/2020 By /s/ Anthony Berini Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO STREET ADDRESS: 400 County Center MAILING ADDRESS: 400 County Center CITY AND ZIP CODE: Redwood City, 94063 BRANCH NAME: Southern Branch: Hall of Justice and Records			
CASE NAME: Williams v. Stonemor, Inc., etc., et al.			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 20-CIV-05216 JUDGE: DEPT:

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

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

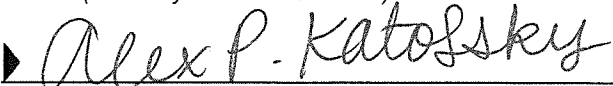
Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐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

Alex P. Katofsky, Esq.

(TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

Electronically
FILED

by Superior Court of California, County of San Mateo
ON 11/24/2020

By /s/ Anthony Berini
Deputy Clerk

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Attorneys for Plaintiff Pamela Williams on behalf of herself and all "aggrieved employees"
pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

PAMELA WILLIAMS, on behalf of herself
and all "aggrieved employees" pursuant to
Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

STONEMOR, INC., a Delaware corporation,
STONEMOR CALIFORNIA, INC., a
California corporation, and DOES 1 through
10, inclusive,

Defendants.

CASE NO: 20-CIV-05216

**REPRESENTATIVE ACTION
COMPLAINT FOR PENALTIES
PURSUANT TO LABOR CODE § 2699(f)
FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 226(a), 226.7, 227.3, 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 PAMELA WILLIAMS (“Plaintiff”), on behalf of herself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of STONEMOR,
3 INC., a Delaware corporation, STONEMOR CALIFORNIA, INC., a California corporation, and/or
4 any subsidiaries or 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 compute commission wages and other non-base hourly
14 wages earned by Plaintiff and other non-exempt Aggrieved Employees into their regular rate of pay
15 for purposes of paying them overtime at the correct rates, in violation of Labor Code §§ 510, 558 and
16 1194. Defendants failed to properly blend commission wages and other non-base hourly wages and
17 instead paid Plaintiff and other non-exempt Aggrieved Employees overtime based *only* on the base
18 hourly rate of pay, thus depriving Plaintiff and other Aggrieved Employees of all overtime and double
19 time wages earned. Defendants also failed to blend commission wages and other non-base hourly
20 wages earned by Plaintiff and other non-exempt Aggrieved Employees into their sick pay rate,
21 yielding an underpayment, in violation of Labor Code §§ 246, 510, 558 and 1194;

22 b. Failing to pay Plaintiff and other non-exempt Aggrieved Employees all
23 minimum wages and overtime wages earned, in violation of Labor Code §§ 510, 558, and 1194,
24 premised on an additional theory. Plaintiff and other non-exempt Aggrieved Employees were
25 required to work off-the-clock after they had clocked out for the day. They were required to perform
26 work-related activities, including helping other employees with questions over the phone, all after
27 clocking out from their shift and without compensation. Plaintiff was also oftentimes paid an hourly
28 rate that was less than the legal minimum wage. Since at least February 2020, Plaintiff was paid the

1 rate of \$12.00 per hour instead of the applicable minimum wage rate of \$13.00 per hour. This violates
2 Labor Code §§ 510, 558, and 1194. Plaintiff alleges these claims on behalf of herself and other non-
3 exempt Aggrieved Employees;

4 c. Failing to pay Plaintiff and other non-exempt Aggrieved Employees all
5 overtime and double-time wages due during their employment, in violation of Labor Code §§ 510,
6 558, and 1194 based on the fact that Plaintiff would routinely work seven consecutive days, but was
7 not paid overtime wages for the first eight (8) hours worked on the seventh consecutive day of work
8 and double-time wages for all hours worked over eight (8) hours in a workday on the seventh
9 consecutive day of work. This violates Labor Code §§ 510, 558, and 1194. Plaintiff alleges this claim
10 on behalf of herself and other non-exempt Aggrieved Employees;

11 d. Failing to pay premium wages to Plaintiff and non-exempt Aggrieved
12 Employees who were denied rest periods, in violation of Labor Code §§ 226.7, 510, 558 and 1194
13 and IWC Wage Order 2-2001. Plaintiff and all other non-exempt Aggrieved Employees were
14 routinely not authorized and unable to take a 10-minute rest period for every four (4) hours of work
15 or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest
16 period. Defendants also paid Plaintiff on a commission basis when she earned commissions in excess
17 of her total weekly earnings based on an hourly rate of \$12.00 (if her commissions exceeded her hours
18 worked multiplied by \$12.00, she would only earn the commission wages, but not the hourly wages).
19 However, when her commission did exceed her hourly pay, she would not be separately compensated
20 for rest periods. This violates Labor Code §§ 226.7, 510, 558 and 1194 and IWC Wage Order 2-2001.
21 Plaintiff alleges this claim on behalf of herself and other non-exempt Aggrieved Employees;

22 e. Failing to pay premium wages to Plaintiff and other non-exempt Aggrieved
23 Employees who were denied meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC
24 Wage Order 2-2001. Plaintiff and non-exempt Aggrieved Employees were routinely denied, and not
25 authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that
26 exceeded five hours in duration, or a second timely, uninterrupted, 30-minute meal period for every
27 shift worked that exceeded ten hours in duration, but were not paid premium wages of one hour's pay
28 for each missed first or second meal period. Frequently, Plaintiff and other non-exempt Aggrieved

1 Employees would clock out for their meal period and continue working without compensation. This
2 violates Labor Code §§ 226.7, 510, 512, and 1194 and IWC Wage Order 2-2001;

3 f. Failing to provide Plaintiff and other non-exempt Aggrieved Employees with
4 wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a)
5 and 226.3. Plaintiff and other non-exempt Aggrieved Employees were not paid all minimum,
6 overtime, and double-time wages due and meal and rest period premium wages due. As such, the
7 wage statements provided by Defendants failed to accurately state all gross wages earned, in violation
8 of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2)
9 and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable
10 hourly rates in effect during the pay period and the corresponding number of hours worked, in
11 violation of Labor Code §§ 226(a)(9) and 226.3. Separately, the wage statements issued to Plaintiff
12 and other non-exempt Aggrieved Employees failed to set forth all applicable hourly rates in effect
13 during the pay period and the corresponding number of hours worked, in violation of Labor Code §§
14 226(a)(9) and 226.3 because the overtime rates are simply omitted for certain entries. The wage
15 statements issued to Plaintiff and other Aggrieved Employees also failed to set forth the correct name
16 of the legal entity that is the employer, in violation of Labor Code §§ 226(a)(8) and 226.3—the wage
17 statements set forth the employing entity as Stonemor, Inc. instead of Stonemor California, Inc.;

18 g. Failing to reimburse Plaintiff and other Aggrieved Employees for necessary
19 business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor
20 Code § 2802, including, but not limited to, the use of their personal cellular phone or other mobile
21 device. Labor Code § 2802 states that an employer must indemnify their employees for all necessary
22 expenditures or losses incurred by the employee in direct consequence of the discharge of their duties,
23 and Defendants' failure to do so has violated this section;

24 h. Failing to pay Plaintiff and Aggrieved Employees for all accrued, but unused
25 vacation wages both during and at the separation of employment, instead requiring annual forfeiture,
26 in violation of Labor Code §§ 201-202 and 227.3; and

27 i. Failing to pay Plaintiff all wages due at the separation of her employment based
28 on the time frames required by Labor Code §§ 201 and 202. As stated above, Plaintiff and other

1 Aggrieved Employees were not paid all wages due, including vacation wages, during the course of
2 their employment and, as a result of this failure, they were not timely paid all wages due at the
3 separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of
4 Plaintiff and certain Aggrieved Employees no longer employed by Defendants.

5 3. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code §
6 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

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

9 II.

10 PARTIES

11 A. Plaintiff

12 5. Plaintiff PAMELA WILLIAMS was employed by Defendants from October 2019
13 through April 2020 as non-exempt employee in San Mateo County, California.

14 B. Defendant

15 6. Defendant STONEMOR, INC., is a Delaware corporation. Defendant STONEMOR,
16 INC. employed Plaintiff and Aggrieved Employees throughout the State of California, including San
17 Mateo County, California.

18 7. Defendant STONEMOR CALIFORNIA, INC., is a California corporation. Defendant
19 STONEMOR CALIFORNIA, INC. employed Plaintiff and Aggrieved Employees throughout the
20 State of California, including San Mateo County, California.

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

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

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

III.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR
CODE §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1194, AND 2802 AND PURSUANT TO
LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

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

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

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

a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1194, and 2802; and

b. Pursuant to Labor Code § 2699(f), the penalties as authorized by Labor Code §§ 226.3 and 558.

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

15. On September 11, 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 11, 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 23, 2020

Respectfully submitted,

GAINES & GAINES

A Professional Law Corporation

By: Daniel F. Gaines

DANIEL F. GAINES

EVAN S. GAINES

Attorneys for Plaintiff

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DEMAND FOR JURY TRIAL

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

Dated: November 23, 2020

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

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



SUPERIOR COURT OF SAN MATEO COUNTY

400 County Center, Redwood City, CA 94063

www.sanmateocourt.org

FILED

SAN MATEO COUNTY

11/25/2020

Clerk of the Superior Court

By /s/ Anthony Berini

Deputy Court Clerk

NOTICE OF CASE MANAGEMENT CONFERENCE

**PAMELA WILLIAMS, ON BEHALF OF HERSELF AND ALL
"AGGRIEVED EMPLOYEES" PURSUANT TO LABOR CODE 2698 ET
SEQ**

Case No: **20-CIV-05216**

vs.

STONEMOR, INC., a Delaware corporation

Date and **Wednesday, 04/07/2021**

Time: **at 9:00 AM**

Dept.: **11**

You are hereby given notice of your Case Management Conference. The date, time and department have been written above.

1. You are hereby given notice of your Case Management Conference. The date, time and department are noted above:

- a) Serve all named defendants and file proofs of service on those defendants with the court within 60-days of filing the complaint (CRC 201.7).
- b) Serve a copy of this notice, Case Management Statement and ADR Information Sheet on all named parties in this action. Documents are available under the online under the CIVIL CMC Packet section at:
http://sanmateocourt.org/court_divisions/civil/
- c) File and serve a completed Case Management Statement at least 15-days before the Case Management Conference [CRC 212(g)]. Failure to do so may result in monetary sanctions.
- d) Meet and confer, in person or by telephone, to consider each of the issues identified in CRC 212(f) no later than 30-days before the date set for the Case Management Conference.

2. If you fail to follow the orders above, you are ordered to show cause as to why you should not be sanctioned. The order to Show Cause hearing will be at the same time as the Case Management Conference hearing. Sanctions may include monetary, evidentiary or issue sanctions as well as striking pleadings and/or dismissal.

3. Parties may proceed to an Appropriate Dispute Resolution process ("ADR") by filing a Civil Stipulation and Order to ADR Form and Order. You may find this form and information regarding the Civil ADR Program online at
http://sanmateocourt.org/court_divisions/adr/civil/
4. If you have filed a default or a judgment has been entered, your case may not automatically be taken off Case Management Conference Calendar if there are any parties pending, including "Does," "Roes," etc. If "Does," "Roes," etc. are named in your complaint, they must be dismissed in order to close the case. If any party is in bankruptcy, the case is stayed only as to that named party.
5. All attorneys of record and self-represented parties are required to attend this conference*
6. The Case Management judge will issue orders at the conclusion of the conference that may include:
 - a) Referring parties to voluntary ADR and setting an ADR completion date;
 - b) Dismissing or serving claims or parties;
 - c) Setting a trial date.
7. The Case Management judge may be the trial judge in this case.

For further information regarding case management policies and procedures, see the court's website at: www.sanmateocourt.org

* Telephonic appearances at case management conferences are available by contacting CourtCall, LLC, an independent vendor, at least five business days prior to the scheduled conference (see attached CourtCall information).

APPROPRIATE DISPUTE RESOLUTION INFORMATION SHEET

SUPERIOR COURT OF CALIFORNIA, SAN MATEO COUNTY

In addition to the court provided voluntary and mandatory settlement conferences, this court has established, in partnership with the community and Bar Association, the Multi-Option ADR Project. Recognizing that many civil disputes can be resolved without the time and expense of traditional civil litigation, the San Mateo County Superior Court encourages the parties in civil cases to explore and pursue the use of Appropriate Dispute Resolution

WHAT IS APPROPRIATE DISPUTE RESOLUTION?

Appropriate Dispute Resolution (ADR) is the general term applied to a wide variety of dispute resolution processes which are alternatives to lawsuits. Types of ADR processes include arbitration, mediation, neutral evaluation, mini-trials, settlement conferences, private judging, negotiation, and hybrids of these processes. All ADR processes offer a partial or complete alternative to traditional court litigation for resolving disputes.

WHAT ARE THE ADVANTAGES OF USING ADR?

ADR can have a number of advantages over traditional court litigation.

- **ADR can save time.** Even in a complex case, a dispute can be resolved through ADR in a matter of months or weeks, while a lawsuit can take years.
- **ADR can save money.** By producing earlier settlements, ADR can save parties and courts money that might otherwise be spent on litigation costs (attorney's fees and court expenses).
- **ADR provides more participation.** Parties have more opportunity with ADR to express their own interests and concerns, while litigation focuses exclusively on the parties' legal rights and responsibilities.
- **ADR provides more control and flexibility.** Parties can choose the ADR process most appropriate for their particular situation and that will best serve their particular needs.
- **ADR can reduce stress and provide greater satisfaction.** ADR encourages cooperation and communication, while discouraging the adversarial atmosphere found in litigation. Surveys of disputants who have gone through ADR have found that satisfaction with ADR is generally high, especially among those with extensive ADR experience.

Arbitration, Mediation, and Neutral Evaluation

Although there are many different types of ADR processes, the forms most commonly used to resolve disputes in California State courts are Arbitration, Mediation and Neutral Evaluation. The Multi-Option ADR Project a partnership of the Court, Bar and Community offers pre-screened panelists with specialized experience and training in each of these areas.

Arbitration: An arbitrator hears evidence presented by the parties, makes legal rulings, determines facts and makes an arbitration award. Arbitration awards may be entered as

judgments in accordance with the agreement of the parties or, where there is no agreement, in accordance with California statutes. Arbitrations can be binding or non-binding, as agreed by the parties in writing.

Mediation: Mediation is a voluntary, informal, confidential process in which the mediator, a neutral third party, facilitates settlement negotiations. The mediator improves communication by and among the parties, helps parties clarify facts, identify legal issues, explore options and arrive at a mutually acceptable resolution of the dispute.

Neutral Evaluation: Involves presentations to a neutral third party with subject matter expertise who may render an opinion about the case the strengths and weaknesses of the positions, the potential verdict regarding liability, and a possible range for damages.

CIVIL ADR PROCEDURES FOR THE SAN MATEO COUNTY SUPERIOR COURT

- Upon filing a Complaint, the Plaintiff will receive this **information sheet** from the Superior Court Clerk. Plaintiff is expected to include this information sheet when he or she **serves the Complaint** on the Defendant.
- All parties to the dispute may voluntarily agree to take the matter to an ADR process. A stipulation is provided here. Parties chose and contact their own ADR provider. A Panelist List is available online.
- If the parties have not agreed to use an ADR process, an initial Case Management Conference (“CMC”) will be scheduled within 120 days of the filing of the Complaint. An **original and copy of the Case Management Conference Statement must be completed and provided to the court clerk no later than 15 days prior to the scheduled conference.** The San Mateo County Superior Court Case Management Judges will strongly encourage all parties and their counsel to consider and utilize ADR procedures and/or to meet with the ADR director and staff where appropriate.
- If the parties voluntarily agree to ADR, the parties will be required to sign and file a **Stipulation and Order to ADR.**
- A timely filing of a stipulation (at least 10 days prior to the CMC) will cause a notice to vacate the CMC. ADR stipulated cases (other than judicial arbitration) will be continued for further ADR/Case Management status review in 90 days. If the case is resolved through ADR, the status review date may be vacated if the court receives a dismissal or judgment. The court may upon review of case information suggest to parties an ADR referral to discuss matters related to case management, discovery and ADR.
- Any ADR Services shall be paid for by the parties pursuant to a separate ADR fee agreement. The ADR Director may screen appropriate cases for financial aid where a party is indigent.
- Local Court Rules require your cooperation in evaluating the ADR Project and will expect a brief evaluation form to be completed and submitted **within 10 days of completion of the process.**

You can find ADR forms on the ADR webpage: www.sanmateocourt.org/adr. For more information contact the Multi-Option ADR Project at (650) 261-5075 or 261-5076.