

SUMMONS

(CITACION JUDICIAL)

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

**ENDORSED
FILED
ALAMEDA COUNTY**

APR 08 2021

CLERK OF THE SUPERIOR COURT
By **CHRISTNA ROGERS**

Deputy

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

Safeway Inc.; and Does 1-20, inclusive

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

Victor Jauregui, individually and on behalf of all other similarly situated

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

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

The name and address of the court is:

(El nombre y dirección de la corte es):

Rene C. Davidson Courthouse
1225 Fallon Street, CA 94612

CASE NUMBER: (Número del Caso):

RG21095860

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

Jonathan M. Lebe, Lebe Law, APLC, 777 S. Alameda Street, Los Angeles, CA 90021

DATE:

APR 8 2021

(Fecha)

Clerk, by

(Secretario)

CHRISTNA ROGERS

, 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

- ☐ 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):

Jonathan M. Lebe (State Bar No. 284605)

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Attorneys for Plaintiff Victor Jauregui,
Individually and on behalf of all other similarly
situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

Victor Jauregui, individually and on behalf
of all other similarly situated,

Plaintiff,

vs.

Safeway Inc.; and Does 1-20, inclusive,

Defendants.

CASE NO.: RG21095860

**CLASS ACTION AND
REPRESENTATIVE COMPLAINT
FOR:**

- (1) Failure to Pay Minimum Wages;
- (2) Failure to Pay Overtime Wages;
- (3) Failure to Pay All Wages;
- (4) Failure to Pay Reporting Time Pay;
- (5) Failure to Provide Meal Periods;
- (6) Failure to Permit Rest Breaks;
- (7) Failure to Provide Accurate and Itemized Wage Statements;
- (8) Failure to Reimburse All Business Expenses;
- (9) Violation of Business and Professions § 17200, *et seq.*; and
- (10) Enforcement of Labor Code § 2698 *et seq.* (PAGA)

DEMAND FOR JURY TRIAL

**ENDORSED
FILED
ALAMEDA COUNTY**

APR 08 2021

**CLERK OF THE SUPERIOR COURT
By CHRISTINA ROGERS**

Deputy

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

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Victor Jauregui (“Plaintiff”) brings this putative class action against
5 Safeway Inc. (“Defendant”) and DOES 1-20, on behalf of himself individually and a putative
6 class of non-exempt employees employed by Defendants.

7 2. Defendants operate grocery store shopping centers throughout California.

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

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

14 (a) Failing to pay for all hours worked, including minimum and overtime wages;

15 (b) Failing to pay reporting time pay;

16 (c) Failing to provide meal periods or compensation in lieu thereof;

17 (d) Failing to authorize or permit rest breaks or provide compensation in lieu thereof;

18 (e) Failing to provide accurate itemized wage statements; and

19 (f) Failing to reimburse for all business expenses.

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

22 (a) Defendants failed to maintain a policy that compensates Plaintiff and class
23 members for all hours worked, including minimum and overtime wages, by
24 requiring Plaintiff and class members to work off-the-clock during meal periods
25 and at the beginning and the end of their shifts. Defendants did not compensate for
26 time spent on health screenings despite being in control of its employees.
27 Additionally, Defendants failed to pay Plaintiff and class members overtime and
28 doubletime compensation for the hours they worked.

1 (b) Defendants failed to compensate Plaintiff and other class members for half a day's
2 work for the times they were required to report to work but were not put to work
3 or were furnished with less than half of their usual scheduled day's work.

4 (c) Defendants failed to provide meal and rest in violation of California law. Plaintiffs
5 and class members regularly worked in excess of five (5) hours a day without being
6 provided at least half-hour meal periods in which they were relieve of all duties.
7 Furthermore, Defendants failed to provide a second meal period for shifts of more
8 than ten (10) hours. Instead, Defendants regularly required Plaintiff and class
9 members to perform work off-the-clock during meal periods. Moreover, based on
10 lack of proper coverage and the scheduling of meal periods, Plaintiff and class
11 members were not able to take off-duty meal and rest periods during their shifts.
12 When class members suffered meal and rest period violations, Defendants failed to
13 pay an additional hour of pay at the regular rate of pay to class members.

14 (d) Defendants failed to reimburse Plaintiff and class members for all business
15 expenses, including but not limited to the purchase of masks, gloves, and other
16 Personal Protective Equipment ("PPE").

17 (e) Defendants failed to provide Plaintiff and class members with accurate wage
18 statements that identified the correct gross and net wages earned, total hours
19 worked, all meal and rest periods premiums, and the correct calculation of overtime
20 wages.

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

25 **JURISDICTION AND VENUE**

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

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

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

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

THE PARTIES

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

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

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

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

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

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

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

13 **CLASS ACTION ALLEGATIONS**

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

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

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

20 Class

21 All current and former non-exempt employees who worked for
22 Defendants in the State of California from four years and 179 days
23 preceding the filing of this Complaint.¹

24 21. Members of the Class described above will be collectively referred to as "Class
25 Members." Plaintiff reserves the right to establish other or additional subclasses, or modify any
26 Class or Subclass definition, as appropriate based on investigation, discovery and specific
27

28 _____
¹ The statute of limitations for this matter was tolled for 179 days pursuant to Cal. Rules of
Court, Appendix I, Emergency Rule No. 9.

1 theories of liability.

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

- 6 (a) Whether Defendants paid Plaintiff and class members all wages, including
7 minimum and overtime wage compensation;
- 8 (b) Whether Defendants paid reporting time pay;
- 9 (c) Whether Defendants deprived Plaintiff and class members of compliant meal
10 periods or required Plaintiff and class members to work through meal periods
11 without compensation;
- 12 (d) Whether Defendants deprived Plaintiff and class members of compliant rest
13 breaks;
- 14 (e) Whether Defendants failed to furnish Plaintiff and class members with accurate,
15 itemized wage statements;
- 16 (f) Whether Defendants failed to reimburse Plaintiff and class members for
17 business expenses; and
- 18 (g) Whether Defendants engaged in unfair business practices in violation of
19 Business & Professions Code §§ 17200, *et seq.*

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

- 22 (a) Numerosity: The members of the Class are so numerous that joinder of all
23 members is impractical. Although the members of the Class are unknown
24 to Plaintiff at this time, on information and belief, the Class is estimated to
25 be greater than 100 individuals. The identity of the class members are
26 readily ascertainable by inspection of Defendants' employment and payroll
27 records.
- 28 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the

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

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

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

24 (e) Public Policy Considerations: Employers in the State of California and
25 other states violate employment and labor laws every day. Current
26 employees are often afraid to assert their rights out of fear of direct or
27 indirect retaliation. Former employees are fearful of bringing actions
28 because they believe their former employers might damage their future

endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as affording them privacy protections.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

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

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

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

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

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

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

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

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1 **THIRD CAUSE OF ACTION**

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

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

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

6 38. Labor Code § 204 provides that all wages earned by an employee are due and
7 payable twice during each calendar month.

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

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

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

19 **FOURTH CAUSE OF ACTION**

20 **FAILURE TO PAY REPORTING TIME PAY**

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

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

24 2. Cal Labor Code § 1198 prohibits employers from violating the IWC Wage
25 Orders.

26 3. Section 5 of the applicable IWC Wage Order requires that on each workday that
27 an employee reports for work as scheduled but is not put to work or is furnished less than half of
28 the employee's usual or scheduled day's work, the employee shall be paid for half the usual or

1 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours at
2 the employee's regular rate of pay, which shall not be less than the minimum wage. Section 5 of
3 the applicable Wage Order denominates this as "Reporting Time Pay."

4 4. During the Class Period, Plaintiff and class members were required to report to
5 work but were not put to work and would be sent home early. Accordingly, for those times that
6 Plaintiffs and class members were required to report to work but were not put to work or were
7 furnished with less than half of their usual scheduled day's work, Plaintiffs and class members
8 are entitled to recover from Defendants compensation for half a day's work, plus interest
9 thereon, together with their reasonable attorneys' fees and costs.

10 **FIFTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE MEAL PERIODS**

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

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

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

17 44. Section 11 of the applicable IWC Wage Order states, "no employer shall employ
18 any person for a work period of more than five (5) hours without a meal period of not less than
19 30 minutes, except that when a work period of not more than six (6) hours will complete the
20 day's work the meal period may be waived by mutual consent of the employer and the
21 employee."

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

27 46. Labor Code § 512(a) also provides that an employer may not employ an employee
28 for a work period of more than ten (10) hours per day without providing the employee with a

1 second meal period of not less than thirty (30) minutes, except that if the total hours worked is
2 no more than twelve (12) hours, the second meal period may be waived by mutual consent of the
3 employer and the employee only if the first meal period was not waived.

4 47. During the relevant time period, Plaintiff and class members did not receive
5 compliant meal periods for each five hours worked per day or a second meal period for every ten
6 hours worked. Specifically, Plaintiff and class members were regularly required to consistently
7 work through their meal periods, regularly had their meal periods interrupted, were provided
8 with meal periods that were often less than thirty minutes, and/or were regularly provided with
9 meal periods after the end of the fifth hour of their shifts.

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

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

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

19 **SIXTH CAUSE OF ACTION**

20 **FAILURE TO PERMIT REST BREAKS**

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

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

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

26 53. Section 12 of the applicable IWC Wage Order states "every employer shall
27 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
28 the middle of each work period" and the "authorized rest period time shall be based on the total

1 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
2 thereof” unless the total daily work time is less than three and one-half (3½) hours.

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

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

8 56. At all relevant times, Defendants failed to pay Plaintiff and class members all rest
9 period premiums due for rest period violations pursuant to Labor Code § 226.7(b) and section
10 12 of the applicable IWC Wage Order.

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

14 **SEVENTH CAUSE OF ACTION**

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

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

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

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

1 rate by the employee.

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

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

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

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

1 64. Plaintiff and class members are also entitled to injunctive relief under California
2 Labor Code § 226(h), compelling Defendants to comply with California Labor Code § 226, and
3 seek the recovery of attorneys’ fees and costs incurred in obtaining this injunctive relief.

4 **EIGHTH CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

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

7 65. Plaintiff re-alleges and incorporates by this reference each and every allegation
8 set forth in all previous paragraphs of the Complaint.

9 66. Labor Code § 2800 provides, in pertinent part, “[a]n employer shall in all cases
10 indemnify his employee for losses caused by the employer’s want of ordinary care.”

11 67. Labor Code § 2802 provides, in pertinent part, “[a]n employer shall indemnify
12 his or her employee for all necessary expenditures or losses incurred by the employee in direct
13 consequence of the discharge of his or her duties...”

14 68. Further, Labor Code § 2802 additionally provides, in pertinent part: “(c)...the
15 term ‘necessary expenditures or losses’ shall include all reasonable costs, including but not
16 limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

17 69. The Applicable IWC Wage Order § 9 provides that: “When tools or equipment
18 are required by the employer or are necessary to the performance of a job, such tools and
19 equipment shall be provided and maintained by the employer . . .”

20 70. California Labor Code section 2804 mandates that this statutory right cannot be
21 waived.

22 71. During the relevant time period, Defendants were required to indemnify and
23 reimburse Plaintiff and members of the Plaintiff Class for all expenditures or losses caused by
24 the employer’s want of ordinary care and/or incurred in direct consequent of the discharge of
25 their duties, but failed to indemnify and reimburse Plaintiff and members of the Plaintiff Class.

26 72. As a direct and proximate result, Plaintiff and members of the Plaintiff Class have
27 suffered, and continue to suffer, substantial losses, related to the use and enjoyment of such
28 monies to be reimbursed, lost interest on such monies, and expenses and attorney’s fees in

1 seeking to compel Defendants to fully perform their obligations under California law, all to their
2 damage in amounts according to proof at the time of trial.

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

7 74. Plaintiff, on behalf of herself and members of the Plaintiff Class, requests relief
8 as described below.

9 **NINTH CAUSE OF ACTION**

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

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

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

16 77. Defendants' activities, as alleged herein, violate California law and constitute
17 unlawful business acts or practices in violation of California Business and Professions Code §§
18 17200, *et seq.*

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

21 79. Defendant's policies and practices have violated state law in at least the following
22 respects:

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

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

27 (c) Failing to pay reporting time pay in violation of Labor Code § 1198;

28 (d) Failing to provide timely meal periods without paying Plaintiff and class

1 members premium wages for every day said meal periods were not provided in violation of
2 Labor Code §§ 226.7 and 512;

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

6 (f) Failing to provide Plaintiff and class members with accurate itemized wage
7 statements in violation of Labor Code § 226.

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

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

16 **TENTH CAUSE OF ACTION**

17 **ENFORCEMENT OF LABOR CODE § 2698 ET SEQ. (PAGA)**

18 82. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
19 though fully set forth herein as well as the allegations of Plaintiff's PAGA notice
20 attached hereto.

21 83. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
22 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
23 ("LWDA") or any of its departments, divisions, commissions, boards, agencies or employees for
24 violation of the code may, as an alternative, be recovered through a civil action brought by an
25 aggrieved employee on behalf of himself and other current or former employees pursuant to the
26 procedures specified in Labor Code § 2699.3.

27 84. Defendant's conduct violates numerous Labor Code sections including, but not
28 limited to, the following:

- 1 (a) Violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 558, 1194, 1197 and
2 1198 for failure to timely pay all earned wages (including minimum, overtime and
3 reporting time wages) owed to Plaintiff and other aggrieved employees during
4 employment and upon separation of employment as herein alleged;
- 5 (b) Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
6 Plaintiff and other aggrieved employees and failure to pay premium wages for
7 missed meal periods as herein alleged;
- 8 (c) Violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and
9 other aggrieved employees and failure to pay premium wages for missed rest
10 periods as herein alleged;
- 11 (d) Violation of Labor Code § 226 for failure to provide accurate itemized wage
12 statements to Plaintiff and other aggrieved employees as herein alleged; and
- 13 (e) Violation of Labor Code §§ 2800, 2802 for failing to reimburse Plaintiff and class
14 members for all necessarily incurred business expenses.

15 85. Further, Labor Code § 558(a) provides “any employer or other person acting on
16 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
17 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
18 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for
19 each pay period for which the employee was underpaid in addition to an amount sufficient to
20 recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
21 each underpaid employee for each pay period for which the employee was underpaid in addition
22 to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this
23 section shall be paid to the affected employee.”

24 86. As set forth above, Defendants have violated numerous provisions of the Labor
25 Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff
26 seek the remedies set forth in Labor Code § 558 for himself, the underpaid employees, and the
27 State of California.

28 87. Plaintiff is an “aggrieved employee” because he was employed by the alleged

1 violator and had one or more of the alleged violations committed against him, and therefore is
2 properly suited to represent the interests of all other aggrieved employees.

3 88. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
4 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and
5 all other aggrieved employees under PAGA. Attached hereto as **Exhibit 1** is a true and correct
6 copy of Plaintiff's PAGA notice.

7 89. For all provisions of the Labor Code except those for which a civil penalty is
8 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
9 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
10 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
11 period in which Defendants violated these provisions of the Labor Code.

12 90. Labor Code section 226.3 provides for civil penalties for violations of Section
13 226. The civil penalty is \$250 for the initial violation and \$1,000 for each subsequent violation.

14 91. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
15 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
16 cited above.

17 92. Plaintiff, as a representative of the general public, seeks to recover all Labor Code
18 section 2699(f)(2) civil penalties for each Labor Code violation alleged herein, according to
19 proof, as to those penalties otherwise only available in public agency enforcement actions. Funds
20 recovered will be distributed in accordance with the PAGA, with 75% of penalties recovered
21 provided to the LWDA on behalf of the State of California.

22 93. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred
23 herein.

24 **PRAYER FOR RELIEF**

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

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

2. For appointment of Victor Jauregui as the class representative;
3. For appointment of Lebe Law, APLC as class counsel for all purposes;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For economic and/or special damages in an amount according to proof with interest thereon;
6. To pay all minimum, regular, and/or overtime wages for all hours worked as required by law in an amount according to proof;
7. To pay all reporting time pay as required by law, in an amount according to proof;
8. To pay all meal period premiums for failure to provide off-duty meal periods as required by law, in an amount according to proof;
9. To pay all rest period premiums for failure to provide paid 10-minute rest periods as required by law, in an amount according to proof;
10. For reimbursement of unpaid business expenses, in accordance with Labor Code section 2802;
11. For reasonable attorneys' fees, costs of suit and interest to the extent permitted by law, including pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 226(e) and 1194;
12. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
13. For liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon pursuant to Labor Code § 1194.2;
14. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
15. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;
16. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits and penalties, including interest thereon;

17. For civil penalties pursuant to PAGA;
18. For pre-judgment interest; and
19. For such other relief as the Court deems just and proper.

DATED: April 8, 2021

LEBE LAW, APLC

By: _____

Jonathan M. Lebe
Attorney for Plaintiff Victor Jauregui,
Individually and on behalf of all others
aggrieved employees

DEMAND FOR JURY TRIAL

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

DATED: April 8, 2021

LEBE LAW, APLC

By: _____

Jonathan M. Lebe
Attorney for Plaintiff Victor Jauregui,
Individually and on behalf of all others
aggrieved employees



(213) 358-7046 (310) 820-1258 jon@lebelaw.com 777 S. Alameda Street, 2nd Floor, Los Angeles, CA 90021

January 5, 2021

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency ("LWDA")

VIA CERTIFIED U.S. MAIL WITH RETURN RECEIPT

Safeway, Inc.
11555 Dublin Canyon Road
Pleasanton, CA 94588

Re: Notice pursuant to California Labor Code section 2698, *et seq.*, the Private Attorney General Act ("PAGA"), submitted by Victor Jauregui, on behalf of himself and all other employees of Safeway, Inc. as individual and as proposed Representatives of the State of California

Dear PAGA Administrator:

This letter shall serve as Victor Jauregui's (hereafter "Claimant") Notice pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), California Labor Code sections 2698, *et seq.* regarding his claims against Safeway, Inc. (referred to herein as "the Employer"). Claimant submits this notice on behalf of himself and all current and former employees employed by the Employer in California during the one year preceding the date of this notice suffered one or more of the violations described herein (collectively referred to as "aggrieved employees").

If the LWDA does not intend to investigate the allege violations, Claimant intends to file a representative action for PAGA *civil penalties* on behalf of himself and all other aggrieved employees in the State of California. A copy of this notice is being sent to the Employer by certified mail at the address above.

Claimant and other employees were subject to the same policies and practices alleged herein which impermissibly denied aggrieved employees their rights pursuant to the California Labor Code and caused violation of the Labor Code as set forth below.

FACTUAL STATEMENT

Employer prevented Claimant and aggrieved employees from taking off-duty meal and rest periods as required by California law, by requiring them to be on duty on purported breaks. Based on the lack of proper coverage and the scheduling of meal periods, Claimant and aggrieved employees were not able to take the required off-duty meal and rest periods during their shifts. Employer violated minimum wage and overtime laws under the California Labor Code by requiring Claimant and aggrieved employees to work when they were clocked out, including during meal periods and at the beginning and end of their shifts. Employer did not compensate Claimant and aggrieved employees for time spent on health screenings despite being in control of its employees. Employer also failed to pay all reporting time pay to Claimant and aggrieved employees while Claimant and other aggrieved employees were under Employer's control. Employer has violated California Labor Code §§ 2800, 2802 by willfully failing to reimburse Claimants and other aggrieved employees for their reasonable and necessary business expenses, including masks, gloves and other Personal Protective Equipment ("PPE").

For reasons set forth herein, Claimant alleges the following violations of the California Labor Code and the applicable IWC Wage Order on behalf of himself and all other aggrieved employees of Defendant. Claimant alleges that Defendant:

1. Failed to pay Claimants and other aggrieved employees all wages due including minimum, regular, and overtime wages;
2. Failed to pay Claimants and other aggrieved employees all reporting time pay due;
3. Failed to provide legally compliant off-duty meal periods or pay compensation in lieu thereof;
4. Failed to provide legally compliant duty-free, rest periods or pay compensation in lieu thereof;
5. Failure to provide accurate and complete wage statements; and
6. Failed to reimburse all reasonable and necessary business expenses.

Accordingly, Claimant now seeks civil penalties on behalf of himself and other nonexempt aggrieved employees based on the Defendant's alleged violations of the California Labor Code and applicable IWC Wage Order. Claimant's claims are set forth below.

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

(Labor Code §§ 218, 510, 1194, 1197, 1197.1, 1198, and 1199(c) and the “Minimum Wages” and “Hours and Days of Work” Sections of the Applicable Wage Order)

Labor Code section 510 provides in pertinent part: “Eight hours of labor constitutes a day’s work. Any work in excess of 8 hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

Labor Code section 1194(a) states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 1198 provides: “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code section 1199, which is a statute listed for which PAGA default civil penalties are recoverable pursuant to Labor Code sections 2699.5 and 2699(f)((2), provides that:

Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both, who does any of the following:

- (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission.
- (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission.
- (c) Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.

Labor Code section 1197 states: “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.”

Labor Code section 1197.1 states: “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203. For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.”

Pursuant to the “Hours & Days of Work” Section of the applicable Wage Order, an employer may not pay non-exempt employees less than the applicable overtime rate for all overtime hours worked.

Pursuant to the “Minimum Wages” and “Hours & Days of Work” Sections of the applicable Wage Order, an employer may not pay employees less than the applicable minimum wage for all hours worked and provides that an employer may not pay non-exempt employees less than the applicable overtime rate for all overtime hours worked.

The Employer violated Labor Code sections 218, 510, 1194, 1197, and 1198, and the “Minimum Wages” and “Hours and Days of Work” Sections of the Applicable Wage Order because it did not pay Claimant and other aggrieved current and former employees all minimum, regular, and overtime wages for all hours worked. Claimant, and on information and belief, other aggrieved employees regularly worked off-the-clock without receiving any compensation for these hours worked off-the-clock. The Employer failed to pay all overtime wages for all overtime hours worked because it failed to properly calculate the regular rate of pay for purposes of calculating overtime and double-time rates for Claimant and other aggrieved employees.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO PAY REPORTING TIME PAY

(Labor Code §1198 and the “Reporting Time Pay” Section of the applicable IWC Wage Order)

The “Reporting Time Pay” Section of the applicable IWC Wage Order states: “Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than minimum wage.”

The Employer failed to pay Claimant and other aggrieved employees compensation for half a day’s work for the times they were required to report to work but were not put to work or were furnished with less than half of their usual scheduled day’s work.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO PROVIDE MEAL AND REST PERIODS

(Labor Code §§ 226.7, 512, and 1198, and the “Meal Period” and “Rest Period” Sections of the applicable IWC Wage Order)

Labor Code section 512(a) states in pertinent part: “[A]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes . . .” Labor Code section 226.7(a) states that “no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.”

The “Rest Period” Section of applicable IWC Wage Order states: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.” If an employer fails to provide an employee a rest period in accordance with the applicable provision of the order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation of each workday that the rest period is not provided.

Labor Code section 226.7(c) states: “[I]f an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the IWC, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest period is not provided.”

The Employer failed to provide Claimant and other aggrieved employees with legally compliant meal and rest periods on eligible workdays. The Employer regularly failed to provide a duty-free and uninterrupted meal period before the end of the fifth hour of work and failed to provide a second meal period on shifts of more than 10 hours, as required under California law. Furthermore, the meal periods provided to Claimant and other aggrieved employees were often short insofar as they were not at least 30 minutes in length, as required under California law, or late.

During Claimant’s employment, the Employer failed to provide Claimants and other aggrieved employees with legally compliant off-duty meal periods and duty-free rest periods as required by Labor Code sections 226.7 and 512, and sections 11 and 12 of the applicable IWC Wage Order. Furthermore, the Employer failed to pay one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal and/or rest period was not provided, in accordance with California law.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO REIMBURSE BUSINESS-RELATED EXPENSES

(Labor Code §§ 2802 and 2804, and the “Tools and Equipment” section of the applicable IWC Wage Order)

Labor Code section 2802(a) provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

Labor Code section 2802(c) states that “[f]or purposes of [2802], the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to attorney’s fees incurred by the employee enforcing the rights granted by [2802].”

Section 9(b) of the applicable IWC Wage Order states in pertinent part: “When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer.”

Labor Code section 2802 prohibits employers, such as the Employer, from shifting their cost of doing business onto the employee. California Labor Code section 2802 states that employers must “indemnify” an employee for “all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.” This means that if the expense in question is “necessary” for performance of the job, the employer must reimburse the employee 100% of the cost. An expense is considered “necessary” if it directly results from the employee’s performance of his or her work duties. An expense is also “necessary” if it occurs because the employee is following the directions given by the employer.

“Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State.” Cal. Labor Code § 2804.

The Employer failed to comply with Labor Code section 2802 and the applicable IWC Wage Order by failing to reimburse Claimant and other aggrieved employees for necessary business-related expenses incurred in direct consequence of the discharge of his or her duties. For example, Claimant and aggrieved employees were required to purchase masks, gloves, and other Personal Protective Equipment (“PPE”). As such, the Employer failed to reimburse Claimant and other aggrieved employees for the costs incurred by employees in direct consequence of the discharge of his or her duties.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of himself and other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO PROVIDE ACCURATE AND COMPLETE WAGE STATEMENTS

(Labor Code § 226 and the “Records” section of the applicable IWC Wage Order)

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer . . . ; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

“An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00), and is entitled to an award of costs and reasonable attorney's fees.”

The itemized wage statements provided by Employer to Claimant and other aggrieved employees were inaccurate, and failed to accurately list: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the accurate inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of each legal entity that is an employer including joint employers; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. As a result, Employer failed to provide Claimant and other current and former employees with accurate, timely, itemized wage statements complying with the requirements of the Labor Code and applicable IWC Wage Order.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of himself and other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

**CIVIL PENALTIES FOR VIOLATION OF
THE LABOR CODE AND IWC WAGE ORDERS**

(Labor Code §§ 558, 558.1, and 1197.1)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of Part 2, Chapter 1, of the Labor Code or any provision regulating hours and days of work in any IWC Wage Order to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

Labor Code section 558.1(a) states: “Any Employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the Employer for such violation.” Labor Code section 558.1 expressly defines “employer or other person acting on behalf of an employer” to include a “natural person who is an owner, director, officer, or managing agent of the employer.”

Labor Code section 1197.1 states that any employer or other person acting either individually or as an officer, agent or employee of another person, which pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty and restitution of wages payable to the employee in an amount of \$100 for the initial violation for each pay period in which an employee underpaid in addition to an amount sufficient to recover underpaid wages, and \$250 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

As set forth above, Employer violated the IWC Wage Order regulating the hours and days of work, Labor Code sections 510, 1197, and 1198, and caused the employees to be paid less than the minimum set by the IWC Wage Order. As a result, Employer is liable for civil penalties under Labor Code sections 558, 558.1, and 1197.1.

Accordingly, Claimant will pursue civil penalty or other lawful remedies for himself and other current and former non-exempt employees, including recovery of attorney’s fees, costs, and civil penalties to the extent allowed by law. However, pursuant to the recent California Supreme Court decision in *ZB, N.A. v. Superior Court* (2019) 8 Cal. 5th 175, 252 Cal. Rptr. 3d 228, 448 P.3d 239, Claimant does not seek underpaid wages as part of any anticipated PAGA representative action.

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DUTIES OF EMPLOYER

(Labor Code §§ 1174, 1174.5, 1175, and 1198, and the Applicable Wage Order)

Labor Code section 1174 describes certain duties of every employer in this state. Subsection (d) of this labor code section requires that payroll records show the hours worked daily by employees and the corresponding wages to be paid for the hours worked. The Employer violated this requirement by its failure to accurately record employee hours worked and/or paid including wages owed for off-the-clock time and meal and rest period premiums. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174(d). Furthermore, Claimants and all other aggrieved current and former employees are entitled to collect 25% of the penalty imposed pursuant to Section 2699.

The Employer failed to accurately record all hours worked by Claimant and other aggrieved employees and failed to record all accurate wages to be paid.

Claimant will pursue all remedies on behalf of himself and other current and former employees, including recovery of attorney's fees, costs, damages and penalties to the extent allowed by law.

ATTORNEY'S FEES, COSTS, INTEREST AND PENALTIES

(Labor Code §§ 218.6, 226(e), 1194, 1194.2, and 2699, *et seq.*)

Labor Code sections 218.6, 226(e), 1194, 1194.2, and 2699, *et seq.* give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

Pursuant to Labor Code sections 2699, *et seq.*, aggrieved employees are entitled to collect 25% of the penalty assessment and 100% of the underpaid wages. Accordingly, the Employer is liable for these items in addition to the unpaid wages. Claimant has already incurred in actual damages, costs and attorney's fees and will continue to incur costs as a result of the Employer's unlawful actions.

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CONCLUSION

The Employer violated Labor Code sections as set forth herein. Claimant will pursue all remedies on behalf of himself and other aggrieved employees, including recovery of attorney's fees, costs, and penalties to the extent allowed by law. 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 claims, 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 the complaint.

Should you have any questions, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Lebe', with a stylized flourish at the end.

Jonathan M. Lebe, Esq.

Attorney for Victor Jauregui,

Individually and on behalf of Aggrieved Employees

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Jonathan M. Lebe (SBN 284605)
 Lebe Law, APLC
 777 S. Alameda Street, Los Angeles, CA 90021

TELEPHONE NO.: 213-358-7046

FAX NO. (Optional):

ATTORNEY FOR (Name): Victor Jauregui

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

STREET ADDRESS: 1225 Fallon Street

MAILING ADDRESS: 1225 Fallon Street

CITY AND ZIP CODE: Oakland, CA 94612

BRANCH NAME: Rene C. Davidson Courthouse

CASE NAME:

Jauregui v. Safeway, Inc.

FOR COURT USE ONLY

**ENDORSED
FILED
ALAMEDA COUNTY**

APR 08 2021

**CLERK OF THE SUPERIOR COURT
By CHRISTNA ROGERS**

Deputy

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:

RG21095860

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)

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 d. ☐ Large number of witnesses
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify):

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 8, 2021

Jonathan M. Lebe

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

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

F. ADDENDUM TO CIVIL CASE COVER SHEET

Short Title: Jauregui v. Safeway Inc.

Case Number:

CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

[] Hayward Hall of Justice (447)

[X] Oakland, Rene C. Davidson Alameda County Courthouse (446)

[] Pleasanton, Gale-Schenone Hall of Justice (448)

Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)
Auto Tort	Auto tort (22)	[] 34 Auto tort (G) Is this an uninsured motorist case? [] yes [] no
Other PI /PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	[] 75 Asbestos (D) [] 89 Product liability (not asbestos or toxic tort/environmental) (G) [] 97 Medical malpractice (G) [] 33 Other PI/PD/WD tort (G)
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	[] 79 Bus tort / unfair bus. practice (G) [] 80 Civil rights (G) [] 84 Defamation (G) [] 24 Fraud (G) [] 87 Intellectual property (G) [] 59 Professional negligence - non-medical (G) [] 03 Other non-PI/PD/WD tort (G)
Employment	Wrongful termination (36) Other employment (15)	[] 38 Wrongful termination (G) [X] 85 Other employment (G) [] 53 Labor comm award confirmation [] 54 Notice of appeal - L.C.A.
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	[] 04 Breach contract / Wrnty (G) [] 81 Collections (G) [] 86 Ins. coverage - non-complex (G) [] 98 Other contract (G)
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	[] 18 Eminent domain / Inv Cdm (G) [] 17 Wrongful eviction (G) [] 36 Other real property (G)
Unlawful Detainer	Commercial (31) Residential (32) Drugs (38)	[] 94 Unlawful Detainer - commercial [] 47 Unlawful Detainer - residential [] 21 Unlawful detainer - drugs Is the deft. in possession of the property? [] Yes [] No
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	[] 41 Asset forfeiture [] 62 Pet. re: arbitration award [] 49 Writ of mandate Is this a CEQA action (Publ.Res.Code section 21000 et seq) [] Yes [] No [] 64 Other judicial review
Provisionally Complex	Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41)	[] 77 Antitrust / Trade regulation [] 82 Construction defect [] 78 Claims involving mass tort [] 91 Securities litigation [] 93 Toxic tort / Environmental [] 95 Ins covrg from complex case type
Enforcement of Judgment	Enforcement of judgment (20)	[] 19 Enforcement of judgment [] 08 Confession of judgment
Misc Complaint	RICO (27) Partnership / Corp. governance (21) Other complaint (42)	[] 90 RICO (G) [] 88 Partnership / Corp. governance (G) [] 68 All other complaints (G)
Misc. Civil Petition	Other petition (43)	[] 06 Change of name [] 69 Other petition