

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

GoodLeap, LLC; and Does 1 through 20, inclusive

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

Lisa Meszaros, Individually and on behalf of all aggrieved employees

FILED FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
Superior Court Of California,
Sacramento
06/23/2021
Crowther
By _____, Deputy
Case Number:
34-2021-00302869

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):
Gordon D. Schaber Courthouse
720 9th Street, Sacramento, CA 95814

CASE NUMBER: (Número del Caso):

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

Jonathan M. Lebe, 777 S. Alameda Street, Second Floor, Los Angeles, CA 90021

DATE:

(Fecha)

JUN 23 2021

Clerk, by

(Secretario)

T. CROWTHER

, 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)).



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):

Jonathan M. Lebe (State Bar No. 284605)
Jon@lebelaw.com
Annaliz Loera (State Bar No. 334129)
Annaliz@lebelaw.com
Lebe Law, APLC
777 S. Alameda Street, Second Floor
Los Angeles, CA 90021
Telephone: (213) 444-1973
Facsimile: (213) 457-3092

FILED
Superior Court Of California,
Sacramento
06/18/2021
tcrowther
By _____, Deputy
Case Number:
34-2021-00302869

Attorneys for Plaintiff Lisa Meszaros,
Individually and on behalf of all aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

Lisa Meszaros, Individually and on behalf of
all aggrieved employees,

Plaintiff,

vs.

GoodLeap, LLC; and Does 1 through 20,
inclusive,

Defendants.

CASE NO.:

REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 ("PAGA")

(1) **PAGA Civil Penalties for Violations of Labor Code §§ 1194, 1197.1 and the Applicable Wage Order for Failure to Pay all Minimum Wages;**

(2) **PAGA Civil Penalties for Violations of Labor Code §§ 510, 1194, 1198 and the Applicable Wage Order for Failure to Pay All Overtime Wages;**

(3) **PAGA Civil Penalties for Violations of Labor Code §§ 226.7 and 512 and the Applicable Wage Order for Failure to Provide Timely and Compliant Meal Periods;**

(4) **PAGA Civil Penalties for Violations of Labor Code § 226.7 and the Applicable Wage Order for Failure to Provide Timely and Compliant Rest Periods;**

(5) **PAGA Civil Penalties for Violations of Labor Code §§ 226(a) and 226.3 and the Applicable Wage Order for Failure to Provide Accurate and Itemized Wage**

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Statements;

(6) PAGA Civil Penalties for Violations of Labor Code §§ 2802 and 2804 and the Applicable Wage Order for Failure to Reimburse All Reasonable and Necessary Business Related Expenses;

(7) PAGA Civil Penalties for Violation of Labor Code § 246 for Failure to Pay Sick Pay; And

(8) PAGA Civil Penalties for Violations of Labor Code §§ 201-203 for Failure to Timely Pay All Wages Due to Terminated/Separated Employees.

DEMAND FOR JURY TRIAL

1 Plaintiff Liza Meszaros (“Plaintiff”), on behalf of herself and all others similarly
2 aggrieved alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against Defendant GoodLeap, LLC
5 formerly known as Loanpal, LLC, and Does 1 through 20, inclusive (collectively, “Defendants”),
6 on behalf of herself individually and all other aggrieved employees by Defendants throughout
7 California. Plaintiff seeks to recover civil penalties for all California-based “aggrieved
8 employees” during the “Relevant Time Period” (defined as one year and 179 days before the
9 filing of this action until the date of commencement of trial)¹ who incurred wage and hour
10 violations and losses as hereinafter described.

11 2. On March 31, 2021, Plaintiff gave notice of these claims to the California Labor
12 and Workforce Development Agency (“LWDA”) and to the agent for service of process for each
13 Defendant. Plaintiff has not received any response from the LWDA indicating that it intends to
14 investigate these claims. Accordingly, Plaintiff has exhausted all notice requirements under the
15 PAGA.

16 3. Plaintiff asserts claims for civil penalties as a representative of the State of
17 California, as authorized by the Private Attorneys General Act of 2004 (“PAGA”), and to the extent
18 permitted by law, on behalf of aggrieved employees who held the positions identified herein and
19 suffered one or more of the violations alleged. Labor Code §§ 2698, *et seq.*

20 **JURISDICTION AND VENUE**

21 4. The relief sought by Plaintiff on behalf of herself and the aggrieved employees
22 below exceeds the minimal jurisdictional limits of the Superior Court and will be established
23 according to proof at trial. The Court has personal jurisdiction over each of the parties because
24 they are either citizens of this State, doing business in this State or otherwise have minimum
25 contacts with this State.

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

5. Based on information and belief, Plaintiff alleges that this entire action arises solely under the laws of the State of California and applicable regulations of the health, safety and wages of the employees residing in the State of California. Plaintiff alleges, on information and belief, that no federal question is raised. Moreover, PAGA civil penalty actions are not subject to federal jurisdiction.

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

PARTIES

Plaintiff

7. Plaintiff Liza Meszaros is a citizen of California. She worked for Defendants from approximately March 16, 2020 through October 6, 2020.

Defendants

8. GoodLeap, LLC, formerly known as Loanpal, LLC, is a corporation organized under the laws of the state of California.

9. Plaintiff is unaware of the true names or capacities of the defendants sued as 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.

10. Plaintiff is informed and believes, and thereon alleges, that each Defendant 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 defendant are legally attributable to the other defendant. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and other aggrieved employees.

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

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

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

GENERAL ALLEGATIONS

14. Defendants employed Plaintiff during the Relevant Time Period.

15. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

16. Plaintiff and other aggrieved employees were entitled to overtime, breaks, and other rights under California law. Defendants have maintained a consistent policy of failing to pay Plaintiff and other aggrieved employees for all hours worked, including minimum, sick pay, regular overtime wages. Defendant failed to properly calculate the regular rate of pay for purposes of calculating overtime, doubletime, sick pay and reporting time wages. Indeed, Defendants failed to pay overtime for all hours worked more than eight hours in a day and forty hours in a week and also failed to properly include all non-discretionary pay in the regular rate for those purposes. As a result, Defendants failed to pay Plaintiff and other aggrieved employees all their earned wages engaged in a systematic pattern of wage and hour violations under the California Labor Code and IWC Wage Orders.

17. Plaintiff is informed and believes, and thereon alleges that Defendants failed to provide Plaintiff and other aggrieved employees timely, uninterrupted, off-duty meal periods of no less than thirty minutes before their fifth hour of work and failed to provide a second meal period on shifts of more than ten hours. When Plaintiff and other aggrieved employees took meal periods, they were regularly interrupted, less than thirty minutes, or late and Defendants

1 failed to compensate Plaintiff and other aggrieved employees for these missed meal periods.

2 18. Plaintiff is informed and believes, and thereon alleges that Defendants employed
3 Plaintiff and other aggrieved employees for work periods of four hours or major fraction thereof
4 without rest periods of ten minutes' net rest time and failed to compensate Plaintiff and other
5 aggrieved employees for these missed rest periods.

6 19. Plaintiff is informed and believes, and thereon alleges that Defendants have
7 intentionally and willfully failed to provide Plaintiff and other aggrieved employees with
8 complete and accurate wage statements. The deficiencies include, among other things, the
9 failure to list all hours worked, all wages earned, the rate of pay for all hours worked (e.g., sick
10 pay), and the other nine items required by California law. Moreover, Defendants failed to pay
11 sick pay at the regular rate for Plaintiff and other aggrieved employees.

12 20. Plaintiff is informed and believes, and thereon alleges that Defendants had a
13 consistent policy of failing to reimburse Plaintiff and other aggrieved employees for all
14 necessary and reasonable business expenses incurred, in violation of California state wage and
15 hour laws. For example, Defendants failed to reimburse Plaintiff and other aggrieved employees
16 for their work-related use of their personal cellular telephone and home-internet costs incurred in
17 the discharge of their work duties for Defendants.

18 21. Plaintiff is informed and believes, and thereon alleges, that Defendants have
19 intentionally and willfully failed to provide Plaintiff and other aggrieved employees with timely
20 payment of wages upon separation of employment. In violation of the California Labor Code,
21 Plaintiff and these aggrieved employees did not receive payment of all wages including, but not
22 limited to, unpaid minimum and overtime wages, sick pay, meal periods premiums, and rest
23 break premiums within permissible time periods.

24 22. Plaintiff suffered losses as detailed above as a result of these practices and is
25 therefore an aggrieved employee under Labor Code section 2699(c). Plaintiff is informed and
26 believe that because the Defendants used identical procedures for all employees, there are many
27 other aggrieved employees who suffered the above violations including underpayment of wages,
28 non-compliant meal periods and rest breaks, failure to reimburse all reasonable and necessary

1 business expenses, and derivative violations for inaccurate pay and wage statements, and failure
2 to timely pay all wages due to employees who were separated or were terminated from
3 employment during the applicable limitations period, and for which recovery under PAGA is
4 owed.

5 **FIRST CAUSE OF ACTION**

6 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 1194,**
7 **1197.1 AND THE APPLICABLE WAGE ORDER FOR FAILURE TO PAY ALL**
8 **MINIMUM WAGES**

9 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

10 23. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
11 by this reference as if all prior paragraphs were set forth in full, including the Notice to the
12 LWDA dated March 31, 2021.

13 24. The Labor Code and the Wage Order provide that in the State of California an
14 employer must pay a minimum wage to an employee, which is eight dollars (\$8.00) per hour for
15 all hours worked effective January 1, 2008, nine dollars (\$9.00) per hour for all hours worked
16 effective July 1, 2014, ten dollars (\$10.00) per hour for all hours worked effective January 1,
17 2016, ten dollars and fifty cents (\$10.50) per hour for all hours worked effective January 1, 2017,
18 eleven dollars (\$11.00) per hour for all hours worked effective January 1, 2018, twelve dollars
19 (\$12.00) per hour for all hours worked effective January 1, 2019, thirteen dollars (\$13.00) per
20 hour for all hours worked effective January 1, 2020, and fourteen dollars (\$14.00) per hour for
21 all hours worked effective January 1, 2021.

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

27 26. Here, based on the foregoing, Defendants deprived Plaintiff and similarly
28 aggrieved employees of their rightfully earned minimum wage compensation, including overtime

1 compensation at the minimum wage rate, as a direct and proximate result of Defendants' failure
2 to pay said compensation. Consequently, Plaintiff, on behalf of herself and other aggrieved
3 employees, intends to seek civil penalties pursuant to the PAGA for the alleged violations.

4 27. Labor Code section 1197.1(a)(1) provides that: "For any initial violation that is
5 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
6 period for which the employee is underpaid. This amount shall be in addition to an amount
7 sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any
8 applicable penalties imposed pursuant to Section 203."

9 28. Labor Code section 1191.1(a)(2) provides that: "For each subsequent violation for
10 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
11 pay period for which the employee is underpaid regardless of whether the initial violation is
12 intentionally committed. This amount shall be in addition to an amount sufficient to recover
13 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties
14 imposed pursuant to Section 203.

15 29. Violations of the Wage Orders are governed by the civil penalty provisions of
16 Labor Code section 558: "(a) Any employer or other person acting on behalf of an employer who
17 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
18 days of work in any order of the Industrial Welfare Commission shall be subject to a civil
19 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
20 for each pay period for which the employee was underpaid; (2) For each subsequent violation,
21 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
22 employee was underpaid."

23 30. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
24 to Labor Code section 1197.1(a) for violations of statutes and subject to civil penalties for
25 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
26 according to proof.

27 31. Plaintiff will seek recovery of attorneys' fees pursuant to Labor Code section
28 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California

1 labor laws and applicable regulations is determined to be in the public interest and consistent
2 with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof
3 and subject to Court approval.

4 **SECOND CAUSE OF ACTION**

5 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 510,**
6 **1194, 1198 AND THE APPLICABLE WAGE ORDER FOR FAILURE TO PAY ALL**
7 **OVERTIME WAGES**

8 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

9 32. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
10 by this reference as if all prior paragraphs were set forth in full, including the Notice to the
11 LWDA dated March 31, 2021.

12 33. Labor Code section 510(a) states in pertinent part that: "Eight hours of labor
13 constitutes a day's work. Any work in excess of eight hours in one workday and any work in
14 excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of
15 work in any one workweek shall be compensated at the rate of no less than one and one-half
16 times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall
17 be compensated at the rate of no less than twice the regular rate of pay for an employee."

18 34. Labor Code section 1194 states: "Notwithstanding any agreement to work for a
19 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
20 compensation applicable to the employee is entitled to recover in a civil action the unpaid
21 balance of the full amount of this minimum wage or overtime compensation, including interest
22 thereon, reasonable attorney's fees, and costs of suit."

23 35. Each of these statutes is listed in Labor Code section 2699.5 as a statute for which
24 violation of has been established to be subject to the default civil penalty provisions in Labor
25 Code section 2699(f)(2). That section provides: "(f) For all provisions of this code except those
26 for which a civil penalty is specifically provided, there is established a civil penalty for a
27 violation of these provisions, as follows: ... (2) If, at the time of the alleged violation, the person
28 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each

1 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
2 each aggrieved employee per pay period for each subsequent violation.”

3 36. Here, based on the foregoing, Defendants deprived Plaintiff and similarly
4 aggrieved employees of their rightfully earned overtime compensation as a direct and proximate
5 result of Defendants’ failure to pay said compensation. Consequently, Plaintiff, on behalf of
6 herself and other aggrieved employees, intends to seek civil penalties pursuant to the PAGA for
7 the alleged violations.

8 37. Violations of the Wage Orders are governed by the civil penalty provisions of
9 Labor Code section 558: “(a) Any employer or other person acting on behalf of an employer who
10 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
11 days of work in any order of the Industrial Welfare Commission shall be subject to a civil
12 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
13 for each pay period for which the employee was underpaid; (2) For each subsequent violation,
14 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
15 employee was underpaid.”

16 38. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
17 to Labor Code section 2699.5 for violations of statutes and subject to civil penalties for
18 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
19 according to proof.

20 39. Plaintiff will seek recovery of attorneys’ fees pursuant to Labor Code section
21 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
22 labor laws and applicable regulations is determined to be in the public interest and consistent
23 with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof
24 and subject to Court approval.

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THIRD CAUSE OF ACTION

**PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 226.7, 512,
AND THE APPLICABLE WAGE ORDER FOR FAILURE TO PROVIDE
TIMELY AND COMPLIANT MEAL PERIODS**

(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)

40. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA dated March 31, 2021.

41. Labor Code section 226.7(b) provides that: “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

42. Labor Code section 226.7(c) provides: “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the Employers shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

43. Labor Code section 512(a) states in pertinent part: “(a) An employer shall 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, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the Employers and employee. An Employers shall 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, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the Employers and the employee

1 only if the first meal period was not waived.”

2 44. Here, based on the foregoing, Defendants employed Plaintiffs and aggrieved
3 employees for work periods of more than five hours without a timely meal period of not less than
4 thirty minutes, where they were free from employer control, and failed to compensate them for
5 such meal periods, as required by Labor Code § 226.7 and the applicable Wage Order.

6 45. Labor Code sections 226.7 and 512 are statutes specifically listed in Labor Code
7 section 2699.5 as statutes for which violations of have been established to be subject to the
8 default civil penalty provisions in Labor Code section 2699(f)(2). That section provides: “(f) For
9 all provisions of this code except those for which a civil penalty is specifically provided, there is
10 established a civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of
11 the alleged violation, the person employs one or more employees, the civil penalty is one
12 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
13 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
14 violation.”

15 46. Violations of the Wage Orders are governed by the civil penalty provisions of
16 Labor Code section 558: “(a) Any employer or other person acting on behalf of an employer who
17 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
18 days of work in any order of the Industrial Welfare Commission shall be subject to a civil
19 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
20 for each pay period for which the employee was underpaid; (2) For each subsequent violation,
21 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
22 employee was underpaid.”

23 47. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
24 to Labor Code section 2699(f)(2) for violations of statutes and subject to civil penalties for
25 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
26 according to proof.

27 48. Plaintiff will seek recovery of attorneys’ fees pursuant to Labor Code section
28 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California

1 labor laws and applicable regulations is determined to be in the public interest and consistent
2 with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof
3 and subject to Court approval.

4 **FOURTH CAUSE OF ACTION**

5 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE § 226.7 AND THE**
6 **APPLICABLE WAGE ORDER FOR FAILURE TO PROVIDE TIMELY**
7 **AND COMPLIANT REST PERIODS**

8 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

9 49. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
10 by this reference as if all prior paragraphs were set forth in full, including the Notice to the
11 LWDA dated March 31, 2021.

12 50. Labor Code section 226.7(b) provides: “An employer shall not require an
13 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
14 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the
15 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and
16 Health.”

17 51. Labor Code section 226.7(c) provides: “If an employer fails to provide an
18 employee a meal or rest or recovery period in accordance with a state law, including, but not
19 limited to, an applicable statute or applicable regulation, standard, or order of the Industrial
20 Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of
21 Occupational Safety and Health, the Employers shall pay the employee one additional hour of
22 pay at the employee’s regular rate of compensation for each workday that the meal or rest or
23 recovery period is not provided.”

24 52. Here, based on the foregoing, Defendants employed Plaintiff and aggrieved
25 employees for work periods of four hours or major fraction thereof without timely rest periods of
26 ten minutes where they were free of employer control, and failed to compensate them for such
27 rest periods, as required by Labor Code section 226.7 and the applicable Wage Order.

28 53. Labor Code sections 226.7 is a statute specifically listed in Labor Code section

1 2699.5 as statutes for which violations of have been established to be subject to the default civil
2 penalty provisions in Labor Code section 2699(f)(2). That section provides: “(f) For all
3 provisions of this code except those for which a civil penalty is specifically provided, there is
4 established a civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of
5 the alleged violation, the person employs one or more employees, the civil penalty is one
6 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
7 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
8 violation.”

9 54. Violations of the Wage Orders are governed by the civil penalty provisions of
10 Labor Code section 558: “(a) Any employer or other person acting on behalf of an employer who
11 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
12 days of work in any order of the Industrial Welfare Commission shall be subject to a civil
13 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
14 for each pay period for which the employee was underpaid; (2) For each subsequent violation,
15 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
16 employee was underpaid.”

17 55. Accordingly, Defendants are subject to assessment of civil penalties pursuant to
18 Labor Code section 2699(f)(2) for violations of statutes and subject to civil penalties for
19 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
20 according to proof.

21 56. Plaintiff will seek recovery of attorneys’ fees pursuant to Labor Code section
22 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
23 labor laws and applicable regulations is determined to be in the public interest and consistent
24 with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof
25 and subject to Court approval.

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FIFTH CAUSE OF ACTION

**PAGA CIVIL PENALTIES FOR LABOR CODE §§ 226(a), 226.3 AND
THE APPLICABLE WAGE ORDER FOR FAILURE TO PROVIDE ACCURATE AND
ITEMIZED WAGE STATEMENTS**

(By Plaintiff on behalf of all similarly aggrieved employees and against each Defendant)

57. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA dated March 31, 2021.

58. Labor Code section 226(a) provides in pertinent part: “(a) An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee. . . (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, . . . (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...”

59. Labor Code section 226.3 provides in pertinent part: “Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law...”

60. Here, during Plaintiff and aggrieved employees’ employment with Defendants, Defendants intentionally and knowingly failed to provide Plaintiff and aggrieved employees with

1 timely and accurate wage and hour statements showing, among other things, the correct hours of
2 worked, all wages earned, the rate of pay for all hours worked (e.g., sick pay), and the other
3 items required by law.

4 61. Defendants systemically failed to provide such wage statements with accurate
5 information and engaged in a policy of failing to pay for all hours actually worked.

6 62. The aforementioned conduct violated Labor Code section 226(a). It also violated
7 the applicable Wage Order on required recordkeeping. Finally, the practices described herein
8 violate Labor Code section 226.3, which assigns a specific civil penalty scheme for enforcement
9 actions by the Department of Labor Standards and Enforcement (“DLSE”) or the LWDA.

10 63. Labor Code section 226(a) is a statute listed under Labor Code section 2699.5 for
11 which civil penalties may be recovered under the default civil penalty scheme outlined in Labor
12 Code section 2699(f)(2), cited above.

13 64. Labor Code section 226.3 provides an additional recoverable penalty “in the
14 amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and
15 one thousand dollars (\$1,000) per employee for each violation in a subsequent citation...” The
16 civil penalty assessments under Section 226.3 “are **in addition** to any other penalty provided by
17 law.” [Emphasis added.]

18 65. Consequently, Plaintiff, on behalf of herself and other aggrieved employees,
19 seeks to recover civil penalties pursuant to the PAGA for the alleged violations in an amount
20 according to proof and subject to Court approval.

21 66. Plaintiff will also seek recovery of attorneys’ fees and litigation expenses
22 pursuant to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the
23 extent enforcement of California labor laws and applicable regulations is determined to be in the
24 public interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an
25 amount according to proof and subject to Court approval.

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SIXTH CAUSE OF ACTION

**PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 2802, 2804 AND
THE APPLICABLE WAGE ORDER FOR FAILURE TO REIMBURSE ALL
REASONABLE AND NECESSARY BUSINESS EXPENSES**

(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)

67. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA dated March 31, 2021.

68. California Labor Code section 2802(a) provides: “An 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.”

69. California Labor Code section 2802(b) provides: “All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.”

70. California Labor Code section 2802(c) provides: “For purposes of this section, 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 this section.”

71. California Labor Code section 2802(d) provides: “In addition to recovery of penalties under this section in a court action or proceedings pursuant to Section 98, the commissioner may issue a citation against an employer or other person acting on behalf of the employer who violates reimbursement obligations for an amount determined to be due to an employee under this section. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the commissioner shall be the same as those set forth in Section 1197.1. Amounts recovered pursuant to this section shall be paid to the affected employee.”

1 72. California Labor Code section 1197.1 provides: “(1) For any initial violation that
2 is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
3 period for which the employee is underpaid. This amount shall be in addition to an amount
4 sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any
5 applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the
6 same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
7 pay period for which the employee is underpaid regardless of whether the initial violation is
8 intentionally committed. This amount shall be in addition to liquidated damages pursuant to
9 Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

10 73. Business expenses incurred by employees for work are not waivable, and
11 Defendants are liable if the expenses were required in order to perform work. Here, Plaintiff and
12 other aggrieved employees did not receive adequate reimbursement for necessary business
13 expenses, including but not limited to reimbursement for use of their personal cellular telephones
14 and home-internet costs incurred in the discharge of their work duties for Defendants.

15 74. As a result of Defendants’ conduct, Plaintiff, on behalf of herself and other
16 aggrieved employees, seeks to recover civil penalties pursuant to the PAGA for the alleged
17 failure to pay business-related expenses, in an amount according to proof and subject to Court
18 approval.

19 75. Plaintiff will also seek recovery of attorneys’ fees and litigation expenses
20 pursuant to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the
21 extent enforcement of California labor laws and applicable regulations is determined to be in the
22 public interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an
23 amount according to proof and subject to Court approval.

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SEVENTH CAUSE OF ACTION

**PAGA CIVIL PENALTIES FOR VIOLATION OF LABOR CODE §§ 246 FOR
FAILURE TO PAY SICK PAY**

(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)

76. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA dated March 31, 2021.

77. California Labor Code § 246(a)(1) provides: “An employee who, on or after July 1, 2015, works in California for the same employer for 30 days or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.”

78. California Labor Code § 246(a)(1) provides: “[A]n employer shall calculate paid sick leave using any of the following calculations: (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek; (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment; (3) Paid sick time for exempt employees shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time.”

79. Here, based on the foregoing, Defendants deprived Plaintiff and similarly aggrieved employees of their rightfully earned sick pay compensation as a direct and proximate result of Defendants’ failure to pay said compensation. Consequently, Plaintiff, on behalf of herself and other aggrieved employees, intends to seek civil penalties pursuant to the PAGA for the alleged violations.

80. Plaintiff will also seek recovery of attorneys’ fees and litigation expenses pursuant to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California labor laws and applicable regulations is determined to be in the public interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an

1 amount according to proof and subject to Court approval.

2 **EIGHT CAUSE OF ACTION**

3 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 201-203 FOR**
4 **FAILURE TO TIMELY PAY ALL WAGES DUE TO**
5 **TERMINATED/SEPARATED EMPLOYEES**

6 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

7 81. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
8 by this reference as if all prior paragraphs were set forth in full, including the Notice to the
9 LWDA dated March 31, 2021.

10 82. Labor Code section 201 provides in part: "If an employer discharges an
11 employee, the wages earned and unpaid at the time of discharge are due and payable
12 immediately."

13 83. Labor Code section 202 provides in part: "If an employee not having a written
14 contract for a definite period quits his or her employment, his or her wages shall become due and
15 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous
16 notice of his or her intention to quit, in which case the employee is entitled to his or her wages at
17 the time of quitting.

18 84. Labor Code section 203 provides: "If an employer willfully fails to pay, without
19 abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5,
20 any wages of an employee who is discharged or who quits, the wages of the employee shall
21 continue as a penalty from the due date thereof at the same rate until paid or until an action
22 therefor is commenced; but the wages shall not continue for more than 30 days. An employee
23 who secretes or absents themselves or themselves to avoid payment to him or her, or who refuses
24 to receive the payment when fully tendered to him or her, including any penalty then accrued
25 under this section, is not entitled to any benefit under this section for the time during which he or
26 she so avoids payment."

27 85. Labor Code section 203 is a statute listed under Labor Code section 2699.5 for
28 which civil penalties may be recovered under the default civil penalty scheme outlined in Labor

1 Code section 2699(f)(2), cited above.

2 86. Here, Plaintiff and other aggrieved employees who were separated or were
3 terminated from their employment within the applicable limitations period were not paid all
4 wages due in a timely manner, including but not limited to, overtime wages, sick pay, meal and
5 rest break premiums.

6 87. Consequently, Plaintiff, on behalf of herself and other aggrieved employees, seeks
7 to recover civil penalties pursuant to the PAGA for the alleged violations per pay period in an
8 amount according to proof and subject to Court approval.

9 88. Plaintiff will also seek recovery of attorneys' fees and litigation expenses
10 pursuant to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the
11 extent enforcement of California labor laws and applicable regulations is determined to be in the
12 public interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an
13 amount according to proof and subject to Court approval.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff, on behalf of all other similarly situated, prays for judgment
16 against Defendants as follows:

17 1. For civil penalties pursuant to PAGA, 75% of which will be paid to the Labor
18 Workforce Development Agency and 25% of which will be distributed to the aggrieved
19 employees;

20 2. For pre- and post-judgment interest at the prevailing statutory rate;

21 3. For reasonable attorney's fees and costs of suit to the extent permitted by law,
22 including pursuant to California Labor Code § 2699(g) and California Code of Civil Procedure §
23 1021.5;

24 4. For such equitable relief as the Court may deem just and proper; and

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

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1 DATED: June 16, 2021

Lebe Law, APLC

2
3 By: 
4 Jonathan M. Lebe

5 Attorney for Plaintiff Lisa Meszaros, Individually
6 and on behalf of all other aggrieved employees

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff demands a trial by jury on all claims so triable.

9 DATED: June 16, 2021

LEBE LAW, APLC

10
11 By: 
12 Jonathan M. Lebe

13 Attorney for Plaintiff Liza Meszaros, Individually
14 and on behalf of all other aggrieved employees

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

Jonathan M. Lebe (State Bar No. 284605)
 Lebe Law, APLC
 777 S. Alameda Street, Second Floor, Los Angeles, CA 90021

TELEPHONE NO.: 213-444-1973

FAX NO. (Optional):

ATTORNEY FOR (Name): Lisa Meszaros

FOR COURT USE ONLY

FILED
Superior Court Of California,
Sacramento
06/18/2021
tcrowther
 By _____, Deputy
 Case Number:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Sacramento

STREET ADDRESS: 720 9th Street

MAILING ADDRESS: 720 9th Street

CITY AND ZIP CODE: Sacramento, CA 95814

BRANCH NAME: Gordon D. Schaber Courthouse

CASE NAME:

Lisa Meszaros v. GoodLeap, LLC

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: 04-2021-00302869

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)

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): 8

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: June 16, 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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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