

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Employnet, Inc.; Wawona Frozen Foods; and Does 1 through 20 inclusive,

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

Ana Esteban Castro, individually and on behalf of all aggrieved employees,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 01 2021

BY Anthony Martinez
ANTHONY MARTINEZ, DEPUTY

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):

San Bernardino Justice Center
427 West 3rd Street, San Bernardino, CA 92401

CASE NUMBER: (Número del Caso):

CIV SB 2113743

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, 2nd Floor, Los Angeles, CA 90021

DATE:

(Fecha)

JUN 01 2021

Clerk, by
(Secretario)

Anthony Martinez

, 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)

COPY

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 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

Jonathan M. Lebe (State Bar No. 284605)
Jon@lebelaw.com
Annaliz Loera (SBN 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
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAY 18 2021

BY 
ANTHONY MARTINEZ, DEPUTY

Attorneys for Plaintiff Ana Esteban Castro,
Individually and on behalf of all aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

Ana Esteban Castro, individually and on
behalf of all aggrieved employees,

Plaintiff,

vs.

Employnet, Inc.; Wawona Frozen Foods; and
Does 1 through 20, inclusive,

Defendants.

CASE NO.: CIV SB 2113743

**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 §§ 204, 210 and the
Applicable Wage Order for Failure to Pay
All Wages;

(4) 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;

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

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(6) 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 Statements;

(7) 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 Ana Esteban Castro (“Plaintiff”), on behalf of herself and all others similarly
2 aggrieved alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against Defendants Employnet, Inc.,
5 Wawona Frozen Foods and DOES 1 through 20, inclusive (collectively, “Defendants”), on
6 behalf of herself individually and all other aggrieved employees by Defendants throughout
7 California. Plaintiff was employed by Defendants as a non-exempt hourly employee. Plaintiff
8 seeks to recover civil penalties for all California-based “aggrieved employees” during the
9 “Relevant Time Period” (defined as one year and 179 days¹ before the filing of this action until
10 the date of commencement of trial) who incurred wage and hour violations and losses as
11 hereinafter described.

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

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

21 **JURISDICTION AND VENUE**

22 4. The relief sought by Plaintiff on behalf of herself and the aggrieved employees
23 below exceeds the minimal jurisdictional limits of the Superior Court and will be established
24 according to proof at trial. The Court has personal jurisdiction over each of the parties because
25 they are either citizens of this State, doing business in this State or otherwise have minimum
26 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 Ana Esteban Castro is a citizen of California. She worked as a non-exempt employee for Defendants during the relevant time period.

Defendants

8. Employnet, Inc. is a corporation organized under the laws of the state of California and is headquartered in Monterey, California.

9. Wawona Frozen Foods is a corporation organized under the laws of the state of California and is headquartered in Clovis, California.

10. 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.

11. 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.

12. 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

1 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
2 official policy of Defendants.

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

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

10 **GENERAL ALLEGATIONS**

11 15. At all relevant times mentioned herein, Defendants employed Plaintiff and
12 other persons as non-exempt employees.

13 16. Defendants employed Plaintiff during the relevant time period.

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

18 18. Plaintiff is informed and believes, and thereon alleges that Defendants have
19 maintained a consistent policy of failing to pay Plaintiff and other aggrieved employees for all
20 hours worked, including minimum, regular and overtime wages, by requiring Plaintiff and
21 other aggrieved employees to complete COVID-19 health screenings off-the-clock, resulting
22 in failure to pay all wages. Defendants also failed to pay Plaintiff and other aggrieved
23 employees for the time spent at orientation, training and related to the taking of a mandatory
24 drug test. Moreover, Plaintiff is informed and believes, and thereon alleges that Defendants
25 employed aggrieved employees for more than 8 hours per day and more than 40 hours per
26 workweek, or in excess of twelve (12) hours in a day and/or in excess of eight (8) hours on the
27 seventh day of work in a work week, failed to pay aggrieved employees overtime and double
28 time compensation for the overtime and double time hours aggrieved employees worked. As a
result, Defendants failed to pay Plaintiff and other aggrieved employees all their earned wages

1 engaged in a systematic pattern of wage and hour violations under the California Labor Code
2 and IWC Wage Orders.

3 19. Plaintiff is informed and believes, and thereon alleges that Defendants failed to
4 provide Plaintiff and other aggrieved employees timely, uninterrupted, off-duty meal periods of
5 no less than thirty minutes before their fifth hour of work and failed to provide a second meal
6 period on shifts of more than ten hours. Defendants required Plaintiff and other aggrieved
7 employees to sign purported meal period waivers at the beginning of employment. These
8 waivers are invalid because Defendants did not sign said waivers and the waivers were not
9 signed voluntarily because they were a condition of employment. As a result, when Plaintiff and
10 other aggrieved employees took meal periods, they were regularly interrupted, less than thirty
11 minutes, and Defendants failed to compensate Plaintiff and other aggrieved employees for these
12 missed meal periods.

13 20. Plaintiff is informed and believes, and thereon alleges that Defendants employed
14 Plaintiff and other aggrieved employees for work periods of four hours or major fraction thereof
15 without rest periods of ten minutes' net rest time and failed to compensate Plaintiff and other
16 aggrieved employees for these missed rest periods.

17 21. Plaintiff is informed and believes, and thereon alleges that Defendants have
18 intentionally and willfully failed to provide Plaintiff and other aggrieved employees with
19 complete and accurate wage statements. The deficiencies include, among other things, the actual
20 hours worked at the applicable hourly rate, the accurate employer name and address, and the
21 accurate hours worked and the pay earned

22 22. Plaintiff is informed and believes, and thereon alleges, that Defendants have
23 intentionally and willfully failed to provide Plaintiff and other aggrieved employees with timely
24 payment of wages upon separation of employment. For example, Plaintiff resigned her position
25 on July 27, 2020, but was not paid her final wages until July 30, 2020 in direct violation of Labor
26 Code section 203. In violation of the California Labor Code, Plaintiff and other aggrieved
27 employees did not receive payment of all wages including, but not limited to, unpaid minimum
28 and overtime wages, meal periods premiums, and rest break premiums within permissible time
periods.

23. Plaintiff suffered losses as detailed above as a result of these practices and is therefore an aggrieved employee under Labor Code section 2699(c). Plaintiff is informed and believe that because the Defendants used identical procedures for all employees, there are many other aggrieved employees who suffered the above violations including underpayment of wages, non-compliant meal periods and rest breaks, failure to reimburse all reasonable and necessary business expenses, and derivative violations for inaccurate pay and wage statements, and failure to timely pay all wages due to employees who were separated or were terminated from employment during the applicable limitations period, and for which recovery under PAGA is owed.

FIRST CAUSE OF ACTION

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

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

24. 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 2, 2021.

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

26. Labor Code section 1194 states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime

1 compensation applicable to the employee is entitled to recover in a civil action the unpaid
2 balance of the full amount of this minimum wage or overtime compensation, including interest
3 thereon, reasonable attorney's fees, and costs of suit."

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

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

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

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

28 31. Accordingly, the Defendants are subject to assessment of civil penalties pursuant

1 to Labor Code section 1197.1(a) for violations of statutes and subject to civil penalties for
2 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
3 according to proof.

4 32. Plaintiff will seek recovery of attorneys' fees pursuant to Labor Code section
5 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
6 labor laws and applicable regulations is determined to be in the public interest and consistent
7 with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof
8 and subject to Court approval.

9 **SECOND CAUSE OF ACTION**

10 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 510,**
11 **1194, 1198 AND THE APPLICABLE WAGE ORDER FOR FAILURE TO PAY ALL**
12 **OVERTIME WAGES**

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

14 33. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
15 by this reference as if all prior paragraphs were set forth in full, including the Notice to the
16 LWDA dated March 2, 2021.

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

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

28 36. Each of these statutes is listed in Labor Code section 2699.5 as a statute for which

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

8 37. Here, based on the foregoing, Defendants deprived aggrieved employees of their
9 rightfully earned overtime compensation as a direct and proximate result of Defendants’ failure
10 to pay said compensation. Consequently, Plaintiff, on behalf aggrieved employees, intends to
11 seek civil penalties pursuant to the PAGA for the alleged violations.

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

20 39. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
21 to Labor Code section 2699.5 for violations of statutes and subject to civil penalties for
22 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
23 according to proof.

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

THIRD CAUSE OF ACTION

**PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 204, 210 AND
THE APPLICABLE WAGE ORDER FOR FAILURE TO PAY ALL WAGES
(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

41. 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 2, 2021.

42. Labor Code section 204(a) provides: “All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the Employers as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

43. Labor Code section 210(a) provides: “(a) **In addition to, and entirely independent and apart from, any other penalty provided in this article**, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” [Emphasis added.]

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

1 per pay period for each subsequent violation.”

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

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

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

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

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FOURTH 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)

49. 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 2, 2021.

50. 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.”

51. 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.”

52. 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 53. 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 54. 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 55. 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 56. 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 57. 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

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 amount according to proof and subject to Court approval.

FIFTH CAUSE OF ACTION

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

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

58. 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 2, 2021.

59. Labor Code section 226.7(b) provides: “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.”

60. 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.”

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

62. 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 63. 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 64. 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 65. 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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1 **SIXTH CAUSE OF ACTION**

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

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

6 66. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
7 by this reference as if all prior paragraphs were set forth in full, including the Notice to the
8 LWDA dated March 2, 2021.

9 67. Labor Code section 226(a) provides in pertinent part: “(a) An employer,
10 semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either
11 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if
12 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
13 gross wages earned, (2) total hours worked by the employee. . . (3) the number of piece-rate units
14 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
15 deductions, provided that all deductions made on written orders of the employee may be
16 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
17 which the employee is paid, . . . (8) the name and address of the legal entity that is the employer .
18 . . and (9) all applicable hourly rates in effect during the pay period and the corresponding
19 number of hours worked at each hourly rate by the employee...”

20 68. Labor Code section 226.3 provides in pertinent part: “Any employer who violates
21 subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred
22 fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars
23 (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to
24 provide the employee a wage deduction statement or fails to keep the records required in
25 subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to
26 any other penalty provided by law...”

27 69. Here, during Plaintiff and aggrieved employees’ employment with Defendants,
28 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 actual hours
2 worked at the applicable hourly rate, the accurate employer name and address, and the accurate
3 hours worked and the pay earned.

4 70. 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 71. 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 72. 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 73. 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 74. 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 75. 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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SEVENTH CAUSE OF ACTION

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

(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 2, 2021.

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

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

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

80. Labor Code section 203 is a statute listed under Labor Code section 2699.5 for which civil penalties may be recovered under the default civil penalty scheme outlined in Labor Code section 2699(f)(2), cited above.

81. Here, Plaintiff and other aggrieved employees who were separated or were terminated from their employment within the applicable limitations period were not paid all wages due in a timely manner including as detailed above. For example, Plaintiff resigned her position on July 27, 2021, but was not paid her final wages until July 30, 2021.

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

83. 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 amount according to proof and subject to Court approval.

PRAYER FOR RELIEF

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

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

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

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

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

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

2
3 DATED: May 17, 2021

Lebe Law, APLC

4
5 By: _____

Jonathan M. Lebe

6
7 Attorney for Plaintiff Ana Esteban Castro,
8 Individually and on behalf of all other aggrieved
9 employees

10 **DEMAND FOR JURY TRIAL**

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

12 DATED: May 17, 2021

LEBE LAW, APLC

13
14 By: _____

Jonathan M. Lebe

15
16 Attorney for Plaintiff Ana Esteban Castro,
17 Individually and on behalf of all other aggrieved
18 employees
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jonathan M. Lebe (SBN 284605) Annaliz Loera (SBN 334129) 777 S. Alameda Street, 2nd Floor, Los Angeles, CA 90021		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT MAY 18 2021	
TELEPHONE NO.: 213-444-1973 FAX NO. (Optional): ATTORNEY FOR (Name): Plaintiff Ana Esteban Castro		BY <u>Anthony Martinez</u> ANTHONY MARTINEZ, DEPUTY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino STREET ADDRESS: 247 West 3rd Street MAILING ADDRESS: 247 West 3rd Street CITY AND ZIP CODE: San Bernardino, CA 92401 BRANCH NAME: San Bernardino Justice Center			
CASE NAME: Ana Esteban Castro v. Employnet, Inc. et al.			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: CIV SB 2113743	
		JUDGE: DEPT.:	

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

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

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. ☐ Large number of separately represented parties b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. ☐ Substantial amount of documentary evidence	d. ☐ Large number of witnesses e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. ☐ Substantial postjudgment judicial supervision
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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: May 17, 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.	

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

Ana Esteban Castro

Case No.: CIV SB 2113743

VS.

CERTIFICATE OF ASSIGNMENT

Employnet Inc. and Wawona Frozen Foods

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the San Bernardino District of the Superior Court under Rule 131 and General Order of this court for the checked reason:

☐ General

☐ Collection

Nature of Action

Ground

- | | | |
|-------------------------------------|----------------------------|---|
| ☐ | 1. Adoption | Petitioner resides within the district |
| ☐ | 2. Conservator | Petitioner or conservatee resides within the district. |
| ☐ | 3. Contract | Performance in the district is expressly provided for. |
| ☐ | 4. Equity | The cause of action arose within the district. |
| ☐ | 5. Eminent Domain | The property is located within the district. |
| ☐ | 6. Family Law | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ | 7. Guardianship | Petitioner or ward resides within the district or has property within the district. |
| ☐ | 8. Harassment | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ | 9. Mandate | The defendant functions wholly within the district. |
| ☐ | 10. Name Change | The petitioner resides within the district. |
| ☐ | 11. Personal Injury | The injury occurred within the district. |
| ☐ | 12. Personal Property | The property is located within the district. |
| ☐ | 13. Probate | Decedent resided or resides within or had property within the district. |
| ☐ | 14. Prohibition | The defendant functions wholly within the district. |
| ☐ | 15. Review | The defendant functions wholly within the district. |
| ☐ | 16. Title to Real Property | The property is located within the district. |
| ☐ | 17. Transferred Action | The lower court is located within the district. |
| ☐ | 18. Unlawful Detainer | The property is located within the district. |
| ☐ | 19. Domestic Violence | The petitioner, defendant, plaintiff or respondent resides within the district. |
| ☒ | 20. Other Employment | Defendants conduct business within this district. |
| ☐ | 21. THIS FILING WOULD | NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT |

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designed district is:

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

123 E 9th St, Suite 103

ADDRESS

Upland

CA

91786

CITY

STATE

ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on May 17, 2021 at Los Angeles California.

Signature of Attorney/Party