

FILED
Superior Court Of California,
Sacramento
06/15/2021
KJohnson12
By _____, Deputy
Case Number:
34-2021-00302210

Edwin Aiwarzian (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021

Attorneys for Plaintiffs

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

CLAUDIA RAMIREZ, ESMERALDA
LIZBETH MENDEZ LOZANO, LILIAN
CABRERA, ANA ROSA MENDOZA,
ALICIA FERNANDEZ, DULCE NIETO,
ROSA HERNANDEZ, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

CORNERSTONE BUILDING BRANDS,
an unknown business entity; PLY GEM
WINDOWS, an unknown business entity;
PLY GEM PACIFIC WINDOWS
CORPORATION, an unknown business
entity; PLY GEM RESIDENTIAL
SOLUTIONS, an unknown business entity;
SIMONTON DOORS & WINDOWS, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.:

**COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

Violation of California Labor Code §
2698, et seq. (California Labor Code
Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COME NOW, Plaintiffs CLAUDIA RAMIREZ (“Plaintiff RAMIREZ”),
ESMERALDA LIZBETH MENDEZ LOZANO (“Plaintiff LOZANO”), LILIAN CABRERA
 (“Plaintiff CABRERA”), ANA ROSA MENDOZA (“Plaintiff MENDOZA”), ALICIA
 FERNANDEZ (“Plaintiff FERNANDEZ”), DULCE NIETO (“Plaintiff NIETO”), ROSA
 HERNANDEZ (“Plaintiff HERNANDEZ” and collectively with Plaintiffs RAMIREZ,
 LOZANO, CABRERA, MENDOZA, FERNANDEZ, and NIETO as “Plaintiffs”),
 individually, and on behalf of other aggrieved employees pursuant to the California Private
 Attorneys General Act, and allege as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code
 section 2698, et seq. The civil penalties sought by Plaintiffs exceed the minimal jurisdiction
 limits of the Superior Court and will be established according to proof at trial. The “amount
 in controversy” for the named Plaintiff, including claims for compensatory damages,
 restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than
 seventy-five thousand dollars (\$75,000).

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

3. This Court has jurisdiction over Defendants because, upon information and
 belief, each Defendant is a citizen of California, has sufficient minimum contacts in
 California, or otherwise intentionally avails itself of the California market so as to render the
 exercise of jurisdiction over it by the California courts consistent with traditional notions of
 fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, each
 Defendant maintains offices, has agents, and/or transacts business in the State of California,
 including the County of Sacramento.

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PARTIES

5. Plaintiff CLAUDIA RAMIREZ is an individual residing in the State of California.

6. Plaintiff ESMERALDA LIZBETH MENDEZ LOZANO is an individual residing in the State of California.

7. Plaintiff LILIAN CABRERA is an individual residing in the State of California.

8. Plaintiff ANA ROSA MENDOZA is an individual residing in the State of California.

9. Plaintiff ALICIA FERNANDEZ is an individual residing in the State of California.

10. Plaintiff DULCE NIETO is an individual residing in the State of California.

11. Plaintiff ROSA HERNANDEZ is an individual residing in the State of California.

12. Defendant CORNERSTONE BUILDING BRANDS, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

13. Defendant PLY GEM WINDOWS, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

14. Defendant PLY GEM PACIFIC WINDOWS CORPORATION, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

15. Defendant PLY GEM RESIDENTIAL SOLUTIONS, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

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1 16. Defendant SIMONTON DOORS & WINDOWS, at all times herein
2 mentioned, was and is, upon information and belief, an employer whose employees are
3 engaged throughout the State of California, including the County of Sacramento.

4 17. At all relevant times, Defendants CORNERSTONE BUILDING BRANDS,
5 PLY GEM WINDOWS, PLY GEM PACIFIC WINDOWS CORPORATION, PLY GEM
6 RESIDENTIAL SOLUTIONS, and SIMONTON DOORS & WINDOWS were the
7 “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

8 18. At all times herein relevant, Defendants CORNERSTONE BUILDING
9 BRANDS, PLY GEM WINDOWS, PLY GEM PACIFIC WINDOWS CORPORATION, PLY
10 GEM RESIDENTIAL SOLUTIONS, SIMONTON DOORS & WINDOWS, and DOES 1
11 through 100, and each of them, were the agents, partners, joint venturers, joint employers,
12 representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns,
13 each of the other, and at all times relevant hereto were acting within the course and scope of
14 their authority as such agents, partners, joint venturers, joint employers, representatives,
15 servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions
16 alleged herein were duly committed with the ratification, knowledge, permission,
17 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

18 19. The true names and capacities, whether corporate, associate, individual or
19 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue
20 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on
21 that information and belief alleges, that each of the defendants designated as a DOE is legally
22 responsible for the events and happenings referred to in this Complaint, and unlawfully
23 caused the injuries and damages to Plaintiffs as alleged in this Complaint. Plaintiffs will
24 seek leave of court to amend this Complaint to show the true names and capacities when the
25 same have been ascertained.

26 20. Defendants CORNERSTONE BUILDING BRANDS, PLY GEM WINDOWS,
27 PLY GEM PACIFIC WINDOWS CORPORATION, PLY GEM RESIDENTIAL

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SOLUTIONS, SIMONTON DOORS & WINDOWS, and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

21. Plaintiffs further allege that Defendants including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

PAGA ALLEGATIONS

22. At all times herein set forth, PAGA was applicable to Plaintiffs’ employment by Defendants.

23. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

24. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

25. Plaintiffs were employed by Defendants and the alleged violation was committed against them during their time of employment and they are, therefore, an aggrieved employee. Plaintiffs and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

26. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission (hereinafter “Employee’s Notice”) to the Labor & Workforce Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

27. On April 5, 2021, Plaintiff RAMIREZ, LOZANO, MENDOZA, FERNANDEZ, and NIETO provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants CORNERSTONE BUILDING BRANDS, PLY GEM WINDOWS, PLY GEM PACIFIC WINDOWS CORPORATION, PLY GEM RESIDENTIAL SOLUTIONS, and SIMONTON DOORS & WINDOWS of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

28. On April 6, 2021, Plaintiffs CABRERA and HERNANDEZ provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants CORNERSTONE BUILDING BRANDS, PLY GEM WINDOWS, PLY GEM PACIFIC WINDOWS CORPORATION, PLY GEM RESIDENTIAL SOLUTIONS, and SIMONTON DOORS & WINDOWS of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

29. Plaintiffs have not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiffs' notices.

30. Therefore, Plaintiffs have satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

31. At all relevant times set forth herein, Defendants employed Plaintiffs and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California (hereinafter collectively referred to as the "other aggrieved employees").

32. Defendants, jointly and severally, employed Plaintiff RAMIREZ as an hourly-paid, non-exempt employee, from approximately October 2020 to approximately December 2020, in the State of California.

33. Defendants, jointly and severally, employed Plaintiff LOZANO as an hourly-paid, non-exempt employee, from approximately September 2019 to approximately December 2020, in the State of California.

34. Defendants, jointly and severally, employed Plaintiff CABRERA as an hourly-paid, non-exempt employee, from approximately April 2020 to approximately December 2020, in the State of California.

35. Defendants, jointly and severally, employed Plaintiff MENDOZA as an hourly-paid, non-exempt employee, from approximately June 2020 to approximately December 2020, in the State of California.

36. Defendants, jointly and severally, employed Plaintiff FERNANDEZ as an hourly-paid, non-exempt employee, from approximately August 2019 to approximately December 2020, in the State of California.

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37. Defendants, jointly and severally, employed Plaintiff NIETO as an hourly-paid, non-exempt employee, from approximately August 2019 to approximately December 2020, in the State of California.

38. Defendants, jointly and severally, employed Plaintiff HERNANDEZ as an hourly-paid, non-exempt employee, from approximately February 2020 to approximately December 2020, in the State of California.

39. Defendants hired Plaintiffs and the other aggrieved employees, and failed to compensate them for all hours worked, missed meal periods or rest breaks.

40. Defendants had the authority to hire and terminate Plaintiffs and the other aggrieved employees, to set work rules and conditions governing Plaintiffs' and the other aggrieved employees' employment, and to supervise their daily employment activities.

41. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' and the other aggrieved employees' employment for them to be joint employers of Plaintiffs and the other aggrieved employees.

42. Defendants directly hired and paid wages and benefits to Plaintiffs and the other aggrieved employees.

43. Defendants continue to employ hourly-paid or non-exempt employees, within the State of California.

44. Plaintiffs and the other aggrieved employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

45. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. This scheme involved, inter alia, failing to pay them for all hours worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California law.

46. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled

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1 to receive certain wages for overtime compensation and that they were not receiving wages
2 for overtime compensation.

3 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 failed to provide Plaintiffs and the other aggrieved employees the required rest and meal
5 periods during the relevant time period as required under the Industrial Welfare Commission
6 Wage Orders and thus they are entitled to any and all applicable penalties.

7 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
9 to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the
10 other aggrieved employee's regular rate of pay when a meal period was missed, and they did
11 not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the
12 other aggrieved employee's regular rate of pay when a meal period was missed.

13 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
15 to receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other
16 aggrieved employees' regular rate of pay when a rest period was missed, and they did not
17 receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other
18 aggrieved employees' regular rate of pay when a rest period was missed.

19 50. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
21 to receive at least minimum wages for compensation and that they were not receiving at least
22 minimum wages for all hours worked.

23 51. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
25 to receive all wages owed to them upon discharge or resignation, including overtime and
26 minimum wages and meal and rest period premiums, and they did not, in fact, receive all
27 such wages owed to them at the time of their discharge.

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52. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive all wages owed to them during their employment. Plaintiffs and the other aggrieved employees did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, within any time permissible under California Labor Code section 204.

53. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, inter alia, the failure to include the total number of hours worked by Plaintiffs and the other aggrieved employees.

54. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiffs and the other aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

55. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to reimbursement for necessary business-related expenses and costs.

56. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that they had a duty to compensate Plaintiffs and the other aggrieved employees pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and the other aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

57. At all material times set forth herein, Defendants failed to pay overtime wages to Plaintiffs and the other aggrieved employees. Plaintiffs and the other aggrieved

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employees were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation.

58. At all material times set forth herein, Defendants failed to provide uninterrupted meal and rest periods to Plaintiffs and the other aggrieved employees.

59. At all material times set forth herein, Defendants failed to pay Plaintiffs and the other aggrieved employees at least minimum wages for all hours worked.

60. At all material times set forth herein, Defendants failed to pay Plaintiffs and the other aggrieved employees all wages owed to them upon discharge or resignation.

61. At all material times set forth herein, Defendants failed to pay Plaintiffs and the other aggrieved employees' wages within any time permissible under California law, including, inter alia, California Labor Code section 204.

62. At all material times set forth herein, Defendants failed to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees.

63. At all material times set forth herein, Defendants failed to keep complete and accurate payroll records for Plaintiffs and the other aggrieved employees.

64. At all material times set forth herein, Defendants failed to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs.

65. At all material times set forth herein, Defendants failed to properly compensate Plaintiffs and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

66. California Labor Code section 218 states that noting in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

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FIRST CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

(Against CORNERSTONE BUILDING BRANDS, PLY GEM WINDOWS, PLY GEM PACIFIC WINDOWS CORPORATION, PLY GEM RESIDENTIAL SOLUTIONS, SIMONTON DOORS & WINDOWS, and DOES 1 through 100)

67. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 66, and each and every part thereof with the same force and effect as though fully set forth herein.

68. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

69. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

70. Plaintiffs and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

71. Defendants’ failure to pay legally required overtime wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

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Failure to Provide Meal Periods

72. Defendants' failure to provide legally required meal periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

73. Defendants' failure to provide legally required rest periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

74. Defendants' failure to pay legally required minimum wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

75. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

76. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

77. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

78. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other aggrieved employees in accordance with California Labor Code

1 section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor
2 Code section 1174(d).

3 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

4 79. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees
5 for necessary business-related expenses and costs in accordance with California Labor Code
6 sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California
7 Labor Code sections 2800 and 2802.

8 80. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and
9 on behalf of all aggrieved employees, request and are entitled to recover from Defendants
10 and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5,
11 as well as all penalties pursuant to PAGA against Defendants, and each of them, including
12 but not limited to:

- 13 a. Penalties under California Labor Code section 2699 in the amount of a
14 hundred dollars (\$100) for each aggrieved employee per pay period for
15 the initial violation, and two hundred dollars (\$200) for each aggrieved
16 employee per pay period for each subsequent violation;
- 17 b. Penalties under California Code of Regulations Title 8 section 11010 et
18 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per
19 pay period for the initial violation, and one hundred dollars (\$100) for
20 each aggrieved employee per pay period for each subsequent violation;
- 21 c. Penalties under California Labor Code section 210 in addition to, and
22 entirely independent and apart from, any other penalty provided in the
23 California Labor Code in the amount of a hundred dollars (\$100) for
24 each aggrieved employee per pay period for the initial violation, and two
25 hundred dollars (\$200) for each aggrieved employee per pay period for
26 each subsequent violation; and
- 27 d. Any and all additional penalties and sums as provided by the California
28 Labor Code and/or other statutes.

1 81. Pursuant to California Labor Code section 2699(i), civil penalties recovered
2 by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the
3 Labor and Workforce Development Agency for the enforcement of labor laws and education
4 of employers and employees about their rights and responsibilities and twenty-five percent
5 (25%) to the aggrieved employees.

6 82. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees
7 and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other
8 applicable statute.

9 **DEMAND FOR JURY TRIAL**

10 Plaintiffs, individually, and on behalf of other aggrieved employees pursuant to the
11 California Private Attorneys General Act, request a trial by jury.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs, individually, and on behalf of other aggrieved employees
14 pursuant to the Private Attorneys General Act, pray for relief and judgment against
15 Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

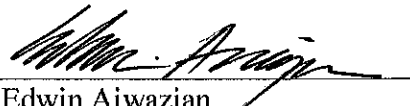
16 **As to the First Cause of Action**

17 1. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and
18 (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201,
19 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
20 2802; and

21 2. For such other and further relief as the Court may deem equitable and
22 appropriate.

23
24 DATED: June 10, 2021

LAWYERS for JUSTICE, PC

25
26 By: 

Edwin Aiwazian
Attorneys for Plaintiffs

File by Fax

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Edwin Aiwasian (State Bar No. 232943) LAWYERS for JUSTICE, PC 410 Arden Avenue, Suite 203 Glendale, California 91203 TELEPHONE NO.: (818) 265-1020 FAX NO.: (818) 265-1021 ATTORNEY FOR (Name): Plaintiff Claudia Ramirez, et al.		FOR COURT USE ONLY FILED Superior Court Of California, Sacramento 06/15/2021 Kjolinson12 By _____, Deputy Case Number: 34-2021-00302149
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Sacramento STREET ADDRESS: 720 9th Street MAILING ADDRESS: CITY AND ZIP CODE: Sacramento 95814 BRANCH NAME: Gordon D. Schaber Courthouse		
CASE NAME: Ramirez, et al. vs. Cornerstone Building Brands, et al.		
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less) Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		
		CASE NUMBER: JUDGE: DEPT:

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

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

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): One
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 10, 2021

Edwin Aiwasian

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

CORNERSTONE BUILDING BRANDS, an unknown business entity;
"Additional Parties Attachment form is attached."

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

CLAUDIA RAMIREZ, "Additional Parties Attachment form is attached."

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

Superior Court of California,

Sacramento

06/15/2021

kjohnson12

By _____, Deputy

Case Number:

34-2021-00302310

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): State of California

Sacramento Superior Court, Gordon D. Schaber Sacramento County
Courthouse, 720 9th Street, Sacramento, California 95814

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):
Edwin Aiwasian, 410 Arden Ave., Suite 203, Glendale, CA 91203; Telephone (818) 265-1020

CASE NUMBER:
(Número del Caso):

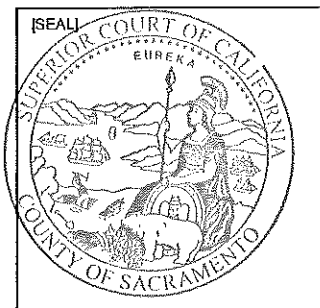
DATE: JUN 15 2021
(Fecha)

Clerk, by
(Secretario)

K. JOHNSON, 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):

SHORT TITLE: Ramirez, et al. vs. Cornerstone Building Brands, et al.	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☒ Plaintiff
 ☐ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

ESMERALDA LIZBETH MENDEZ LOZANO, LILIAN CABRERA, ANA ROSA MENDOZA, ALICIA FERNANDEZ, DULCE NIETO, ROSA HERNANDEZ, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

SHORT TITLE: Ramirez, et al. vs. Cornerstone Building Brands, et al.	CASE NUMBER:
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 ☒ Defendant
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 ☐ Cross-Defendant

PLY GEM WINDOWS, an unknown business entity; PLY GEM PACIFIC WINDOWS CORPORATION, an unknown business entity; PLY GEM RESIDENTIAL SOLUTIONS, an unknown business entity; SIMONTON DOORS & WINDOWS, an unknown business entity; and DOES 1 through 100, inclusive,



SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

Superior Court of California, County of Sacramento

720 Ninth Street
Sacramento, CA 95814-1311

PAYMENT RECEIPT

Receipt #: 1082191

Clerk ID: kjohnson12

Transaction No: 2267407

Transaction Date: 06/15/2021

Transaction Time: 10:09:35 AM

Case Number	Fee Type	Qty	Fee Amount\$	Balance Due	Amount Paid	Remaining Balance
34-2021-00302310-CU-OE-GDS	194 - Complaint or other 1st paper	1	\$435.00	\$435.00	\$435.00	\$0.00

Sales Tax: \$0.00

Total: \$435.00 Total Rem. Bal: \$0.00

Online Credit Card: \$435.00

Cardholder Name: Walter Lee
Credit Card Type: Visa
Credit Card Number: XXXXXXXXXXXX1852
Authorization Number: 08157G

Cardholder Signature: _____

Total Amount Tendered: \$435.00

Change Due: \$0.00

Balance: \$0.00

ORIGINAL