

Kyle Todd, Esq. (State Bar No. 286370)
kyle@kyletodd.com
Alfredo Nava (State Bar No. 282698)
anava@kyletodd.com
KYLE TODD, P.C.
611 Wilshire Boulevard, Suite 315
Los Angeles, California 90017
T: (323) 208-9171
F: (323) 693-0822
E: kyle@kyletodd.com

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
9/22/2021 3:29 PM
Arlene D. Junior, Clerk of the Court
By: Angela Rubiano, Deputy Clerk

Attorneys for PLAINTIFF DENISE LEITZEL, individually, and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
IN AND FOR THE COUNTY OF SONOMA**

DENISE LEITZEL, an individual,
individually, on behalf of the general
public, and all others similarly situated,

PLAINTIFF,

v.

BURBANK HOUSING MANAGEMENT
CORPORATION, a California corporation;
THE VIGIL LIGHT, INC., a California
domestic nonprofit; and DOES 1 through
100, inclusive,

DEFENDANTS.

CLASS ACTION COMPLAINT

Case No.: SCV-269354

- 1. FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
- 2. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
- 3. WAITING TIME PENALTIES (CAL. LAB. CODE § 203);**
- 4. FAILURE TO PAY ALL WAGES BY THE APPROPRIATE PAY PERIOD (CAL. LAB. CODE § 204);**
- 5. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS (CAL. LAB. CODE § 226, IWC Wage Order);**
- 6. CIVIL PENALTIES UNDER PRIVATE ATTORNEYS GENERAL ACT (CAL LAB. CODE § 2699 *ET SEQ.*);**
- 7. UNFAIR BUSINESS PRACTICES (CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*);**
- 8. VIOLATION OF LABOR CODE SECTION 233; AND**
- 9. VIOLATION OF LABOR CODE SECTION 2802**

DEMAND FOR JURY TRIAL

PLAINTIFF DENISE LEITZEL (“PLAINTIFF” or “LEITZEL”) on behalf of herself, all others similarly situated, and all aggrieved employees, complains and alleges on information and belief the following against BURBANK HOUSING MANAGEMENT CORPORATION (hereinafter “BURBANK HOUSING”), a California corporation, THE VIGIL LIGHT, INC., a California domestic nonprofit, and DOES 1 through 100, inclusive, (collectively, “DEFENDANTS”):

INTRODUCTION

1. This is a class action lawsuit being brought on behalf of all non-exempt employees who work(ed) for DEFENDANTS in California. PLAINTIFF and members of the PLAINTIFF CLASS (defined below) work(ed) as employees for DEFENDANTS’ at location(s) in California. PLAINTIFF and members of the PLAINTIFF CLASS have been subjected to numerous wage and hour violations which are the result of systemic policies and procedures implemented by DEFENDANTS.

2. DEFENDANTS’ actions give rise to violations of state wage and hour laws, including laws mandating the payment of wages. Through this lawsuit, PLAINTIFF, and others similarly situated, seek to recover all wages which they and other employees of DEFENDANTS rightfully earned but have been denied, as well as any penalties associated with DEFENDANTS’ rampant and willful violations of the law, interest on the unpaid wage amounts, and attorneys’ fees.

JURISDICTION AND VENUE

3. The Court has personal jurisdiction over DEFENDANTS because they are

1 residents and/or doing business in the state of California.

2 4. Venue is proper in this Court in accordance with Section 395(a) of the California
3 Code of Civil Procedure because DEFENDANTS, or some of them, reside and/or are doing
4 business in Sonoma County. Moreover, DEFENDANTS employed PLAINTIFF and others
5 similarly situated in Sonoma County and the harms occurred in Sonoma County.

6 **PARTIES**

7 5. PLAINTIFF DENISE LEITZEL is a resident of Sonoma County, California.

8 6. PLAINTIFF is informed and believes and based thereon alleges that defendant
9 BURBANK HOUSING MANAGEMENT CORPORATION is a corporation which, at all times
10 relevant herein, employed California persons in or near the City of Santa Rosa, County of
11 Sonoma, State of California. PLAINTIFF is informed and believes and based thereon alleges that
12 defendant THE VIGIL LIGHT, INC. is a California domestic nonprofit which, at all times
13 relevant herein, employed California persons in or near the City of Santa Rosa, County of
14 Sonoma, State of California. Both defendant entities are domiciled in California and incorporated
15 in California.

16 7. Section 2 of the applicable Industrial Wage Commission (“IWC”) Order No. 5-
17 2001, which governs persons employed in the public housekeeping industries, defines an
18 “employer” as any “person as defined in Section 18 of the Labor Code, who directly or indirectly,
19 or through an agent or any other person, employs or exercises control over the wages, hours or
20 working conditions of any person.” PLAINTIFF, and others similarly situated including the
21 PLAINTIFF CLASS (defined below), are informed and believe and on this basis allege that
22 DEFENDANTS employ or exercise control over the wages, hours or working conditions of
23 PLAINTIFF and the rest of the PLAINTIFF CLASS as defined below.

24 8. PLAINTIFF is informed and believes and based thereon alleges that she was
25 employed from on or about July 10, 2017 through, and including, October 16, 2020.

26 9. Whenever in this Complaint reference is made to DEFENDANTS, such
27 allegations shall be deemed to mean the acts of all defendants acting individually, jointly, and/or
28 severally.

10. PLAINTIFF is informed and believes, and on that basis alleges, that BURBANK HOUSING MANAGEMENT CORPORATION, THE VIGIL LIGHT, INC., and DOES 1 through 100 constitute an integrated enterprise based on their interrelation of operations, common management, centralized control of labor relations, common ownership, and financial control. Specifically, PLAINTIFF is informed and believes and thereon alleges that: each of the DEFENDANTS operate according to uniform policies and procedures for controlling the work of PLAINTIFF and the PLAINTIFF CLASS (described below); DEFENDANTS operate as an interrelated operation; DEFENDANTS are operated by a small group of shared officers and directors; and each of the DEFENDANTS share and control the management of the premises where PLAINTIFF and members of the PLAINTIFF CLASS work. Thus, adherence to the fiction of the separate existence of each defendant here would permit abuse, sanction, fraud and promote injustice.

11. The true names and capacities of defendants named herein as DOES 1-100, inclusive, whether individual, corporate, associate, or otherwise, are unknown to PLAINTIFF, who therefore sue these defendants by such fictitious names. PLAINTIFF will amend this Complaint to show true names and capacities of these defendants when they are ascertained.

12. At all times mentioned herein, DEFENDANTS, and each of them, were the agents, representatives, employees, successors, assigns, parents, subsidiaries, and/or affiliates, each of the other, and at all times pertinent hereto were acting within the course and scope of their authority as such agents, representatives, employees, successors, assigns, parents, subsidiaries and/or affiliates. PLAINTIFF also alleges that DEFENDANTS were, at all times relevant hereto, the alter egos of each other. Wherever reference is made to DEFENDANTS herein, it is intended to include all of the named DEFENDANTS as well as the DOE defendants. Each of the fictitiously named DOE defendants is responsible for the occurrences herein alleged and proximately caused PLAINTIFF damages as well as damages of members of the PLAINTIFF CLASS (described below).

CLASS ACTION ALLEGATIONS

13. PLAINTIFF brings this action on behalf of herself and all others similarly situated

1 as a class action pursuant to California Code of Civil Procedure section 382. The class that
2 PLAINTIFF seeks to represent (“PLAINTIFF CLASS”) is composed and defined as follows:

3 **All California persons who are or have been non-exempt employees of DEFENDANTS**
4 **since four (4) years prior to the filing of the initial Complaint until the entry of final**
5 **judgment in this action (the “ CLASS PERIOD”).**

6 14. There exists a well-defined community of interests among the PLAINTIFF
7 CLASS with respect to the claims asserted herein, and the PLAINTIFF CLASS is readily
8 ascertainable for the following reasons:

- 9 a. Numerosity and Ascertainability: The members of the class are so numerous that
10 joinder of all members would be unfeasible and not practicable. While PLAINTIFF
11 does not know the exact number and identity of all Class members, PLAINTIFF
12 alleges, on information and belief, that the members of the PLAINTIFF CLASS exceed
13 one hundred (100) persons. PLAINTIFF alleges, on information and belief, that the
14 identity of such membership is readily ascertainable via inspection of the personnel
15 records and other documents maintained by DEFENDANTS;
- 16 b. Typicality: The claims of PLAINTIFF pled as class action claims are typical of the
17 claims of all members of the class as they arise out of the same course of conduct and
18 are predicated on the same violation(s) of the law. PLAINTIFF and all members of
19 the PLAINTIFF CLASS sustained injuries and damages arising out of
20 DEFENDANTS’ common course of conduct in violation of laws as complained of
21 herein.
- 22 c. Commonality: Common issues of fact and law predominate in this action over any
23 allegedly individual issues. The claims of PLAINTIFF and the PLAINTIFF CLASS
24 members arise from the same events or patterns or practices and are based on the same
25 legal theories. Specially, the following issues of fact and law, without limitation,
26 predominate and make this action superior to individual actions:
- 27 i. Whether DEFENDANTS failed to pay the required overtime premiums and
28 minimum wages to PLAINTIFF and members of the PLAINTIFF CLASS

1 for all overtime hours worked.

2 ii. Whether DEFENDANTS failed to reimburse PLAINTIFF and members of
3 the PLAINTIFF CLASS for all reimbursable expenses as required by Labor
4 Code Section 2802;

5 iii. Whether DEFENDANTS denied PLAINTIFF and members of the
6 PLAINTIFF CLASS all of the wages to which they are entitled pursuant to
7 the California Labor Code, California IWC Wage Orders, and all other
8 applicable employment laws and regulations;

9 iv. Whether DEFENDANTS violated California Labor Code section 204 by
10 failing to pay all wages earned in a timely manner;

11 v. Whether DEFENDANTS have failed to properly provide accurate itemized
12 wage statements as well as keep accurate records as required by California
13 Labor Code section 226 and the applicable Industrial Welfare Commission's
14 ("IWC") Wage Order;

15 vi. Whether DEFENDANTS owe PLAINTIFF and members of the
16 PLAINTIFF CLASS waiting time penalties pursuant to California Labor
17 Code section 203;

18 vii. Whether DEFENDANTS engaged in unfair business practices under section
19 17200, *et. seq* of the California Business and Professions Code; and

20 viii. Whether DEFENDANTS paid all due and owing sick pay;

21 ix. The effect upon and the extent of damages suffered by PLAINTIFF and
22 members of the PLAINTIFF CLASS and the appropriate amount of
23 compensation.

24 d. Adequacy: PLAINTIFF and the PLAINTIFF CLASS all worked for DEFENDANTS,
25 share the same interests, and were subjected to DEFENDANTS' unlawful policy and
26 practice of failing to timely pay all wages earned, including but not limited to required
27 reimbursements. PLAINTIFF and members of the PLAINTIFF CLASS do not have
28 any conflicts of interest with other members. Given the significance of the deprivation

1 of their rights, PLAINTIFF will prosecute this action vigorously on behalf of the
2 PLAINTIFF CLASS. She has retained competent and experienced legal counsel who
3 specialize in employment, wage and hour, and class action litigation to represent
4 herself and the proposed PLAINTIFF CLASS;

- 5 e. Superiority of Class Action: The disposition of PLAINTIFF and the proposed
6 PLAINTIFF CLASS members' claims in a class action will provide substantial
7 benefits to both the parties and the Court. The nature of this action and the nature of
8 the laws available to the PLAINTIFF CLASS make use of the class action format a
9 particularly efficient and appropriate procedure to afford relief to the PLAINTIFF
10 CLASS. Further, this case involves a corporate employer and a large number of
11 individual employees possessing claims with common issues of law and fact. If each
12 employee were required to file an individual lawsuit, the corporate defendant would
13 necessarily gain an unconscionable advantage since each defendant would be able to
14 exploit and overwhelm the limited resources of each individual plaintiff with its vastly
15 superior financial and legal resources. Requiring each class member to pursue an
16 individual remedy would also discourage the assertion of lawful claims by employees
17 who would be disinclined to pursue an action against their present and/or former
18 employer for an appreciable and justifiable fear of retaliation and permanent damage
19 to their careers at present and/or subsequent employment. Proof of a common business
20 practice or factual pattern, of which the named PLAINTIFF experienced, is
21 representative of the class mentioned herein and will establish the right of each of the
22 members of the class to recovery on the claims alleged herein.

23 The prosecution of separate actions by the individual class members, even if possible,
24 would create: (a) a substantial risk of inconvenient or varying verdicts or adjudications with respect
25 to the individual class members against the defendants herein; and/or (b) legal determinations with
26 respect to individual class members which would, as a practical matter, be dispositive of the other
27 class members' claims who are not parties to the adjudications and/or would substantially impair
28 or impede the ability of class members to protect their interests. Further, the claims of the

1 individual members of the class are not sufficiently large to warrant vigorous individual
2 prosecution considering all of the concomitant costs and expenses attending thereto.

3 15. PLAINTIFF is unaware of any difficulties that are likely to be encountered in the
4 management of this action that would preclude its maintenance as a class action.

5 **FACTS COMMON TO ALL CAUSES OF ACTION**

6 16. PLAINTIFF and members of the PLAINTIFF CLASS are current or former non-
7 exempt employees of DEFENDANTS. PLAINTIFF and members of the PLAINTIFF CLASS
8 have been subjected to a variety of wage and hour violations during their employment with
9 DEFENDANTS.

10 17. Throughout their employment with DEFENDANTS, PLAINTIFF and members of
11 the PLAINTIFF CLASS were pressured by managers, through common policies and class-wide
12 practices, not to report all of their time worked, including but not limited to their overtime hours
13 worked as required by the Labor Code. As to Defendant BURBANK MANAGEMENT
14 HOUSING CORPORATION, PLAINTIFF and members of the PLAINTIFF CLASS were even
15 denied minimum wages for all hours worked.

16 18. DEFENDANTS also failed to account for and take into account non-discretionary
17 pay and bonuses, including the value of housing, in calculating the regular adjusted rate, from
18 which then to multiply one and a half times in order to pay PLAINTIFF and the PLAINTIFF
19 CLASS all due and owing overtime premiums. PLAINTIFF and the PLAINTIFF CLASS worked
20 overtime, but DEFENDANTS failed to account for non-discretionary pay in calculating the
21 regular adjusted rate. As a result, when DEFENDANTS paid PLAINTIFF and the PLAINTIFF
22 CLASS overtime, they illegally used the regular hourly rate as the base rate, unlawfully diluting
23 the overtime rate from which the PLAINTIFF CLASS would have their overtime paid at while
24 under the employ of DEFENDANTS. This unlawful practice also caused derivative violations
25 such as wage statement violations, in addition to causing the underpayment of earned and paid
26 sick leave.

27 19. DEFENDANTS furthermore did not timely pay for all wages due as required by
28 Labor Code Section 204.

1 20. DEFENDANTS also provided inaccurate wage statements to PLAINTIFF and
2 members of the PLAINTIFF CLASS. The wage statements are inaccurate with respect to the
3 actual hours worked by employees, the gross wages earned, the net wages earned, and all
4 applicable hourly rates in effect during the period, including the hours worked at the respective
5 rates, amongst other deficiencies. The inaccurate wage statements create an actual injury,
6 including making it more difficult for PLAINTIFF and members of the PLAINTIFF CLASS to
7 determine what compensation they are owed but were not paid. Overall, DEFENDANTS'
8 itemized statements to PLAINTIFF and members of the PLAINTIFF CLASS make it appear as if
9 they have been paid for all hours worked, when in fact, there are numerous hours for which they
10 received unlawfully low compensation, as explained above.

11 21. Finally, DEFENDANTS required PLAINTIFF and the PLAINTIFF CLASS to
12 disseminate their phone numbers to third party tenants, but DEFENDANTS did not reimburse or
13 pay for use of their phones and/or cell phones that resulted from the required telephonic
14 availability to DEFENDANTS' tenants.

15 22. The aforementioned acts constitute unfair and unlawful practices as defined by
16 law pursuant to California Business and Professions Code section 17200, et seq. By virtue of this
17 action, PLAINTIFFS seek to restore all wages to PLAINTIFF and members of the PLAINTIFF
18 CLASS that DEFENDANTS wrongfully took or withheld.

19 23. DEFENDANTS' violations of the law were willful and done according to
20 DEFENDANTS' established policies and procedures applicable to PLAINTIFF and all members
21 of the PLAINTIFF CLASS.

22 24. More than 65 days have elapsed since PLAINTIFF provided notice as required
23 under the statute to the LWDA and Defendant BURBANK HOUSING MANAGEMENT
24 CORPORATION on or about April 1, 2021, and Plaintiff's counsel has received no response
25 from LWDA stating its intentions to prosecute Plaintiff's PAGA claims. PLAINTIFF has thus
26 adequately exhausted her PAGA administrative remedies. (See *Waisben v. UBS Financial*
27 *Services, Inc.*, 2008 U.S. Dist. LEXIS 21727, 2008 WL 753896, 1 (N.D. Cal. March 19, 2008);
28 *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1199, 1200, 78 Cal. Rptr. 3d 572 (2008))

(relation back doctrine protects plaintiff's PAGA claims from dismissal so long as PAGA claims are filed before expiration of the one-year period).

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(CALIFORNIA LABOR CODE §§1182.12, 1194, 1194.2, 1197)

(By PLAINTIFF in her individual capacity and in her capacity as representative of all similarly situated members of the PLAINTIFF CLASS against DEFENDANTS)

25. PLAINTIFF realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs as though fully set forth here.

26. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid hours exceeded the minimum wage.

27. At all relevant times, DEFENDANTS failed and refused to pay PLAINTIFF and members of the PLAINTIFF CLASS the legal minimum wage in the State of California, as set forth in Labor Code §1182.12. Specifically, DEFENDANTS did not pay PLAINTIFF and members of the PLAINTIFF CLASS the requisite minimum wage for all hours worked. Under California law, PLAINTIFF and members of the PLAINTIFF CLASS are entitled to at least the minimum wage for every hour worked.

28. DEFENDANTS' failure to pay the legal minimum wage to PLAINTIFF and members of the PLAINTIFF CLASS as alleged herein is unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by PLAINTIFF and members of the PLAINTIFF CLASS in a civil action for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between the straight time compensation paid and applicable minimum wage, including interest thereon.

29. Pursuant to Labor Code §1194, PLAINTIFF and members of the PLAINTIFF CLASS request that the court award reasonable attorneys' fees and costs incurred by PLAINTIFF and members of the PLAINTIFF CLASS in this action.

30. In addition, pursuant to Labor Code §1194.2, PLAINTIFF and members of the

1 PLAINTIFF CLASS are entitled to recover liquidated damages in an amount equal to the
2 minimum wages unlawfully unpaid in the amounts set forth above, and interest thereon.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY OVERTIME COMPENSATION**

5 **(CALIFORNIA LABOR CODE §§510, 1194, 1194.2)**

6 (By PLAINTIFF in her individual capacity and in her capacity as representative of all similarly
7 situated members of the PLAINTIFF CLASS against DEFENDANTS)

8 31. PLAINTIFF realleges and incorporates by reference each and every allegation
9 contained in the foregoing paragraphs as though fully set forth here.

10 32. Labor Code §510 requires employers to pay their non-exempt employees one and
11 one-half times their regular hourly rate (overtime) for time worked in excess of eight hours in a
12 single day, or 40 hours per week, and double their regular hourly rate (double-time) for all hours
13 worked in excess of 12 hours in a single day. It also requires employers to pay their non-exempt
14 employees overtime compensation for the first eight hours of work done on the seventh
15 consecutive day of work done in any work week and double-time compensation for any work
16 done beyond the first eight hours on the seventh consecutive day of work.

17 33. At all relevant times, DEFENDANTS required PLAINTIFF and members of the
18 PLAINTIFF CLASS to work more than eight hours per day and/or more than 40 hours per
19 workweek.

20 34. At all relevant times, DEFENDANTS failed and refused to pay PLAINTIFF and
21 members of the PLAINTIFF CLASS all the overtime compensation required by Labor Code
22 §510, 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

23 35. As alleged herein, PLAINTIFF and members of the PLAINTIFF CLASS are not
24 exempt from the overtime pay requirements of Labor Code §510, 8 Code Regulations §11050,
25 and Industrial Welfare Commission Order No. 5-2001.

26 36. PLAINTIFF and members of the PLAINTIFF CLASS have been deprived of their
27 rightfully earned overtime compensation as a direct and proximate result of DEFENDANTS'
28 failure and refusal to pay said compensation. PLAINTIFF and members of the PLAINTIFF

1 CLASS are entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

2 **THIRD CAUSE OF ACTION**

3 **WAITING TIME PENALTIES**

4 **(CALIFORNIA LABOR CODE §§ 201, 202 and 203)**

5 (By PLAINTIFF in her individual capacity and in her capacity as representative of all similarly
6 situated members of the PLAINTIFF CLASS against DEFENDANTS)

7 37. PLAINTIFF realleges and incorporates by reference each and every allegation
8 contained in the foregoing paragraphs as though fully set forth here.

9 38. Pursuant to California Labor Code section 201, if an employer discharges an
10 employee, the wages earned and unpaid at the time of the discharge are due and payable
11 immediately. Pursuant to California Labor Code section 202, if an employee quits his or her
12 employment, the wages earned and unpaid at the time of the discharge are due and payable
13 within seventy-two (72) hours of the resignation. Pursuant to California Labor Code section 203,
14 if an employer willfully fails to pay compensation upon discharge, then the employer is liable for
15 waiting time penalties in the form of compensation of up to thirty (30) workdays.

16 39. To this day, neither PLAINTIFF nor members of the PLAINTIFF CLASS have
17 received all the wages and other compensation they rightfully earned.

18 40. DEFENDANTS, and each of them, willfully refused and continue to refuse to
19 timely pay PLAINTIFF and members of the PLAINTIFF CLASS all wages earned in a timely
20 manner, as required by California Labor Code section 203. PLAINTIFF therefore requests
21 restitution and penalties as provided by California Labor Code section 203.

22 41. At all times, PLAINTIFF and members of the PLAINTIFF CLASS have been
23 ready, willing and available to accept payment of these monies.

24 42. PLAINTIFF and members of the PLAINTIFF CLASS are entitled to
25 compensation for all forms of wages earned, but to date have not received such compensation.
26 Therefore, they entitle PLAINTIFF and the class to penalties under California Labor Code
27 section 203.

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES BY THE APPROPRIATE PAY PERIOD**

3 **(CALIFORNIA LABOR CODE SECTION 204)**

4 (By PLAINTIFF in her individual capacity and in her capacity as representative of all similarly
5 situated members of the PLAINTIFF CLASS against DEFENDANTS)

6 43. PLAINTIFF realleges and incorporates by reference each and every allegation
7 contained in the foregoing paragraphs as though fully set forth here.

8 44. During the CLASS PERIOD, Labor Code section 204 applied to DEFENDANTS'
9 employment of PLAINTIFF and the PLAINTIFF CLASS. At all relevant times, Labor Code
10 section 204 provided that all wages earned by any employee, such as PLAINTIFF and members
11 of the PLAINTIFF CLASS, in any employment between the 1st and 15th days, inclusive, of any
12 calendar month, other than those wages due upon termination of an employee, are due and
13 payable between the 16th and 26th day of the month during which the work was performed.
14 Furthermore, at all times relevant hereto, Labor Code section 204 provided that all wages earned
15 by any employee, such as PLAINTIFF and members of the PLAINTIFF CLASS, in any
16 employment between the 16th and the last day, inclusive, of any calendar month, other than those
17 wages due upon termination of an employee, are due and payable between the 1st and 10th day of
18 the following month.

19 45. During the CLASS PERIOD, DEFENDANTS failed to timely pay PLAINTIFF
20 and members of the PLAINTIFF CLASS wages for all hours worked.

21 46. During the CLASS PERIOD, DEFENDANTS failed to timely pay PLAINTIFF
22 and members of the PLAINTIFF CLASS for all wages earned, and, therefore violated Labor
23 Code section 204. Accordingly, PLAINTIFF and members of the PLAINTIFF CLASS are
24 entitled to recover all damages, penalties and other remedies available for violation of Labor
25 Code section 204.

26 ///

27 ///

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS**

3 **(CALIFORNIA LABOR CODE § 226)**

4 (By PLAINTIFF in her individual capacity and in her capacity as representative of all similarly
5 situated members of the PLAINTIFF CLASS against DEFENDANTS)

6 47. PLAINTIFF realleges and incorporates by reference each and every allegation
7 contained in the foregoing paragraphs as though fully set forth here.

8 48. California Labor Code section 226(a) and the applicable IWC Wage Order
9 requires that DEFENDANTS keep accurate records and semimonthly or at the time of payment
10 of wages, furnish each of his or her employees, itemize in wage statements, among other things,
11 time records showing when an employee ends and begins, meal periods, split shift intervals and
12 total daily hours worked shall also be recorded, when a piece rate or incentive plan is in
13 operation, piece rates or an explanation of the incentive plan formula shall be provided to the
14 employees, an accurate production record shall be maintained by the employer. Every employer
15 shall also semimonthly or at the time of each payment of wages furnish each employee, an
16 itemized statement showing, among other things all deductions.

17 49. DEFENDANTS knowingly and intentionally failed to comply with California
18 Labor Code section 226(a) and the applicable IWC Wage Order by failing to keep required
19 accurate payroll records and by failing, on each and every wage statement that was provided to
20 PLAINTIFF and members of the PLAINTIFF CLASS, to accurately reflect the required pieces of
21 information as required by Labor Code Section 226(a).

22 50. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS
23 knowingly and intentionally provided inaccurate payroll records to PLAINTIFF and members of
24 the PLAINTIFF CLASS. PLAINTIFF and members of the PLAINTIFF CLASS have suffered
25 actual damages as a result of DEFENDANTS' violation of Cal. Labor Code § 226(a) and the
26 applicable IWC Wage Order. In addition, PLAINTIFF and the PLAINTIFF CLASS have also
27 suffered, and will continue to suffer, actual damages in the form of additional litigation expenses
28 incurred to calculate lost wages. These additional litigation expenses include, but are not limited

1 to, attorney's fees, expert witnesses and other costs attendant to the calculation of lost wages
2 when such costs would not need to be incurred if DEFENDANTS had provided proper itemized
3 wage statements to PLAINTIFF and members of the PLAINTIFF CLASS that complied with
4 California Labor Code section 226(a) and the applicable IWC Wage Order.

5 51. California Labor Code section 226(e) and (g) provide that an employee suffering
6 injury as a result of a knowing and intentional failure by an employer to comply with subdivision
7 (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay
8 period in which a violation occurs and one hundred dollars (\$100) per employee for each
9 violation in subsequent pay period, not exceeding an aggregate penalty of four thousand dollars
10 (\$4,000) and is entitled to an award of costs and reasonable attorney's fees.

11 52. PLAINTIFF and members of the PLAINTIFF CLASS are therefore entitled to
12 recover damages, statutory penalties, interest, attorney's fees, and other court costs and expenses
13 of suit, according to proof at trial.

14 **SIXTH CAUSE OF ACTION**

15 **PRIVATE ATTORNEY GENERAL ACT**

16 **(CALIFORNIA LABOR CODE §2699)**

17 (By PLAINTIFF in her individual capacity and on behalf of all aggrieved employees against
18 DEFENDANT BURBANK HOUSING MANAGEMENT CORPORATION)

19 53. PLAINTIFF realleges and incorporates by reference each and every allegation
20 contained in the foregoing paragraphs as though fully set forth here.

21 54. California Labor Code §2699(a) states:

22 Notwithstanding any other provision of the law, any provision of this code
23 that provides for a civil penalty to be assessed and collected by the Labor
24 and Workforce Development Agency or any of its departments, divisions,
25 commissions, boards, agencies, or employees, for a violation of this code,
26 may, as an alternative, be recovered through a civil action brought by an
27 aggrieved employee on behalf of himself or herself and other current or
28 former employees...

1 55. PLAINTIFF and other employees are “aggrieved employees,” as defined by
2 California Labor Code §2699(c), because they were employed by DEFENDANT BURBANK
3 HOUSING MANAGEMENT CORPORATION and were among the many employees against
4 whom violations of law were committed.

5 56. PLAINTIFF has met and/or will meet all of the requirements set forth in
6 California Labor Code §2699.3 necessary to maintain a civil action against DEFENDANTS for
7 violations of (and/or recovery under) California Labor Code sections including but not limited to
8 201, 202, 203, 204, 210, 216, 225.5, 226, 226.3, 510, 558, 1174, 1174.5, 1194, 1194.2, 1197,
9 1197.1, and 1198; as well as various IWC Wage Orders.

10 57. PLAINTIFF brings this action on behalf of herself and all aggrieved employees
11 alleging violations of the California Labor Code sections cited in the preceding paragraphs.

12 58. As a direct and proximate result of Defendant's unlawful conduct, as set forth
13 herein, PLAINTIFF and all other aggrieved employees are entitled to penalties under California
14 Labor Code Sections 2698 and 2699.

15 59. Pursuant to California Labor Code Section 2699, PLAINTIFF and aggrieved
16 employees should be awarded twenty-five percent (25%) of all penalties due under California
17 law, with the rest of the penalties to be awarded to the LWDA. PLAINTIFF is also entitled to her
18 attorney's fees, costs, and interest.

19 **SEVENTH CAUSE OF ACTION**

20 **UNFAIR BUSINESS PRACTICES**

21 **(CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.)**

22 (By PLAINTIFF in her individual capacity and in her capacity as a representative of all similarly
23 situated members of the PLAINTIFF CLASS against DEFENDANTS)

24 60. PLAINTIFF realleges and incorporates by reference each and every allegation
25 contained in the foregoing paragraphs as though fully set forth here.

26 61. The aforementioned violations constitute unfair business practices in violation of
27 the Unfair Competition Law, California Business and Professions Code Section 17200, et seq.

28 62. As a result of DEFENDANTS’ unfair business practices, DEFENDANTS have

1 reaped unfair benefits and illegal profits at the expense of PLAINTIFF and the PLAINTIFF
2 CLASS. DEFENDANTS should be compelled to restore such monies to PLAINTIFF and the
3 PLAINTIFF CLASS, including but not limited to unpaid sick leave pursuant to Labor Code
4 Sections 246 *et seq.* and 233. DEFENDANTS' unfair business practices entitle PLAINTIFF and
5 the PLAINTIFF CLASS to seek preliminary and permanent injunctive relief, including but not
6 limited to, orders that DEFENDANTS account for and restore to PLAINTIFF and the
7 PLAINTIFF CLASS the compensation unlawfully withheld from them.

8 **EIGHTH CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE SECTION 233**

10 **(CALIFORNIA LABOR CODE § 233)**

11 (By PLAINTIFF in her individual capacity and in her capacity as a representative of all similarly
12 situated members of the PLAINTIFF CLASS against DEFENDANTS)

13 63. PLAINTIFF realleges and incorporates by reference each and every allegation
14 contained in the foregoing paragraphs as though fully set forth here.

15 64. At all times alleged herein, Labor Code section 233 was in full force and effect.
16 This code section requires employers who provide sick leave for employees to permit an
17 employee to use in any calendar year the employee's accrued and available sick leave
18 entitlement, in an amount not less than the sick leave that would be accrued during six months at
19 the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of
20 Section 246.5.

21 65. DEFENDANTS' violated California Labor Code section 233 by DEFENDANTS'
22 failure to recognize, and pay all earned wages for all hours compensable for the reasons specified
23 in Labor Code Section 246.5 from the amount of sick leave accrued for PLAINTIFF and
24 members of the PLAINTIFF CLASS.

25 66. Accordingly, PLAINTIFF and members of the PLAINTIFF CLASS are entitled to
26 recover all damages, attorney's fees, penalties and other remedies available for violation of Labor
27 Code section 233.

28 ///

1 **NINTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE SECTION 2802**

3 **(CALIFORNIA LABOR CODE § 2802)**

4 (By PLAINTIFF in her individual capacity and in her capacity as a representative of all similarly
5 situated members of the PLAINTIFF CLASS against DEFENDANTS)

6 67. PLAINTIFF realleges and incorporates by reference each and every allegation
7 contained in the foregoing paragraphs as though fully set forth here.

8 68. At all times alleged herein, Labor Code section 2802 was in full force and effect.
9 Section (a) reads as follows: An employer shall indemnify his or her employee for all necessary
10 expenditures or losses incurred by the employee in direct consequence of the discharge of his or
11 her duties, or of his or her obedience to the directions of the employer, even though unlawful,
12 unless the employee, at the time of obeying the directions, believed them to be unlawful.

13 69. DEFENDANTS' violated California Labor Code section 2802 by
14 DEFENDANTS' failure to recognize, failure to indemnify, and failure to reimburse PLAINTIFF
15 and members of the PLAINTIFF CLASS for all necessary expenditures or losses incurred by the
16 employee in the discharge of their duties.

17 70. Accordingly, PLAINTIFF and members of the PLAINTIFF CLASS are entitled to
18 recover all damages, attorney's fees, penalties and other remedies available for violation of Labor
19 Code section 2802.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, PLAINTIFF and the PLAINTIFF CLASS pray judgment as follows:

- 22 1. That the Court determine that Causes of Action nos. 1, 2, 3, 4, 5, 7, 8, and 9 may be
23 maintained as a class action.
- 24 2. For injunctive relief to stop DEFENDANTS' illegal practices described above;
- 25 3. For general and compensatory damages, according to proof;
- 26 4. For restitution of all monies due to PLAINTIFF and the PLAINTIFF CLASS;
- 27 5. For statutory penalties;
- 28 6. For penalties pursuant to California Labor Code and all other applicable Labor Code

1 and/or Employment Laws and Regulations;

2 7. That the Court declare, adjudge, and decree that this action is a proper representative
3 action pursuant to California Labor Code section 2699;

4 8. That the Court make an award to PLAINTIFF, the LWDA, and the aggrieved
5 employees of civil penalties for violations of the Labor Code, pursuant to Labor Code
6 section 2699;

7 9. For reasonable attorneys' fees as provided by statute;

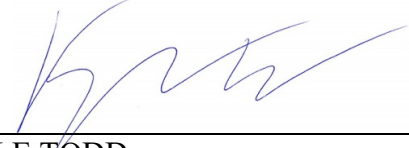
8 10. For interest accrued to date;

9 11. For costs of the suit incurred herein; and

10 12. For such other and further relief that the Court may deem just and proper.

11
12 Dated: September 22, 2021

KYLE TODD, P.C.

13
14 By: 

KYLE TODD

ALFREDO NAVA

Attorneys for Plaintiff DENISE LEITZEL

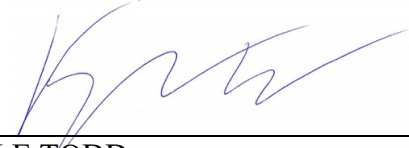
individually, and on behalf of all others similarly
situated

15
16
17
18
19 **DEMAND FOR JURY TRIAL**

20 PLAINTIFF and members of the PLAINTIFF CLASS demand a trial by jury on all issues
21 so triable.

22
23 Dated: September 22, 2021

KYLE TODD, P.C.

24
25 By: 

KYLE TODD

ALFREDO NAVA

Attorneys for Plaintiff DENISE LEITZEL

individually, and on behalf of all others similarly
situated

SUMMONS (CITACION JUDICIAL)

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

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

BURBANK HOUSING MANAGEMENT CORPORATION, a California corporation; THE VIGIL LIGHT, INC., a California domestic nonprofit; and DOES 1 through 100, inclusive

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

DENISE LEITZEL, an individual, individually, on behalf of the general public, and all others similarly situated

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma

9/23/2021 11:27 AM

Arlene D. Junior, Clerk of the Court

By: Janie Dorman, Deputy Clerk

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

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

Hall of Justice, 600 Administration Drive, Santa Rosa CA 95403

CASE NUMBER: (Número del Caso):

SCV-269354

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):

Kyle Todd, Esq. Kyle Todd, P.C. 611 Wilshire Blvd, Suite 315, Los Angeles, CA, 90017; 323-208-9171

DATE:

(Fecha) 9/23/2021 11:27 AM

Clerk, by
(Secretario)

ARLENE D. JUNIOR

, 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).)

Janie Dorman

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

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

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Kyle Todd (State Bar No. 286370) KYLE TODD, P.C. 611 Wilshire Blvd., Suite 315 Los Angeles, CA 90017 TELEPHONE NO.: (323) 208-9171 FAX NO.: (323) 693-0822 ATTORNEY FOR (Name): PLAINTIFF DENISE LEITZEL		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California County of Sonoma 9/22/2021 3:29 PM Arlene D. Junior, Clerk of the Court By: Angela Rubiano, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 600 Administration Drive MAILING ADDRESS: 600 Administration Drive CITY AND ZIP CODE: Santa Rosa 95403 BRANCH NAME: Hall of Justice		CASE NUMBER: SCV-269354	
CASE NAME: Denise Leitzel v. Burbank Housing Management Corporation, 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)	
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 (<i>not specified above</i>) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (<i>not specified above</i>) (43)
---	--	--

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|---|
| a. ☐ Large number of separately represented parties
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 |
|--|---|
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (*specify*): Nine (9): fail. min wage, fail. pay overt., wait. time, fail. all wage, fail provide. acc. item. state., PAGA, unfair bus. pract., LC sec. 233 & 2802
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: 09/22/2021

Kyle Todd

(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