

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: BUILDERS' INSULATION OF OREGON, LLC,
(**AVISO AL DEMANDADO**): an Oregon limited liability company,
and DOES 1 through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF: BRANDUNN MURILLO, on
(**LO ESTÁ DEMANDANDO EL DEMANDANTE**): behalf of himself and
all "aggrieved employees" pursuant to Labor Code § 2698
et seq.

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

ELECTRONICALLY FILED
Superior Court of California,
County of Imperial
07/28/2021 at 11:49:12 AM
By: Michelle Garcia, 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 all 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):
Superior Court of California, County of Imperial
939 West Main Street
El Centro, California 92243

CASE NUMBER:
(Número del Caso):

ECU002002

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Alex P. Katofsky, Esq. #20754
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Gaines & Gaines, APLC
27200 Agoura Road, Suite 101, Calabasas, CA 91301

818-703-8985

DATE: 07/28/21 Maria Rhinehart / Clerk of Court Clerk, by Michelle Garcia, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

- ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Alex P. Katofsky, Esq. SBN: 202754 Gaines & Gaines, APLC 27200 Agoura Road, Suite 101, Calabasas, CA 91301 TELEPHONE NO.: 818-703-8985 FAX NO.: 818-703-8984 ATTORNEY FOR (Name): Plaintiff, Brandunn Murillo		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of Imperial 07/28/2021 at 11:48:51 AM By: Michelle Garcia, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF IMPERIAL STREET ADDRESS: 939 West Main Street MAILING ADDRESS: 939 West Main Street CITY AND ZIP CODE: El Centro, 92243 BRANCH NAME: El Centro Courthouse		
CASE NAME: Murillo v. Builders' Insulation of Oregon, LLC, 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: ECU002002
JUDGE: JEFFREY B JONES DEPT: 7		

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 (1)
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: 7/27/21

Alex P. Katofsky, Esq.

(TYPE OR PRINT NAME)

Alex P. Katofsky

(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

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Calabasas, CA 91301
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

Assigned for all purposes to
Judge Jeffrey B. Jones
including trial

Attorneys for Plaintiff Brandunn Murillo, on behalf of himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

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

BRANDUNN MURILLO, on behalf of
himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

BUILDERS’ INSULATION OF OREGON,
LLC, an Oregon limited liability company, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO: ECU002002

**REPRESENTATIVE ACTION
COMPLAINT FOR PENALTIES
PURSUANT TO LABOR CODE § 2699(f)
FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 226(a), 226.7, 246(d), 512, AND
1174, PURSUANT TO LABOR CODE §
2699(a) FOR VIOLATIONS OF LABOR
CODE §§ 226.3 AND 558**

Plaintiff BRANDUNN MURILLO (“Plaintiff”), on behalf of himself and others as an
“aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, complains of
BUILDERS’ INSULATION OF OREGON, an Oregon limited liability company and/or any
subsidiaries or affiliated companies (hereinafter referred to as “Defendant”), as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
Plaintiff and all of Defendant’s California employees (“Aggrieved Employees”).

1 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
2 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
3 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendant has had
4 consistent policies of:

5 a. Failing to pay premium wages to Plaintiff and other non-exempt Aggrieved
6 Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, 558 and
7 IWC Wage Order 9-2001. Plaintiff and non-exempt Aggrieved Employees were routinely denied,
8 and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift
9 worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period
10 for every shift worked that exceeded ten hours, but were not paid premium wages of one hour’s pay
11 for each missed first or second meal period. When they were able to take a meal period, they were
12 oftentimes, late or cut short. Plaintiff and other non-exempt Aggrieved Employees were also
13 prohibited from leaving Defendant’s premises while on their meal period, thereby subjecting them to
14 Defendant’s control during their meal periods. Defendant also failed to record meal periods
15 altogether. This violates Labor Code §§ 226.7, 512, 558, 1174 and IWC Wage Order 9-2001;

16 b. Failing to pay premium wages to Plaintiff and other non-exempt Aggrieved
17 Employees who were denied rest periods, in violation of Labor Code §§ 226.7, 558 and IWC Wage
18 Order No. 9-2001. Plaintiff and non-exempt Aggrieved Employees were routinely unable to take a
19 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid
20 premium wages of one hour’s pay for each missed rest period. When they were able to take a rest
21 period, they were oftentimes late or cut short. Plaintiff and other non-exempt Aggrieved Employees
22 were also prohibited from leaving Defendant’s premises while on their rest period, thereby subjecting
23 them to Defendant’s control during their rest periods, in violation of Labor Code §§ 226.7, 558 and
24 IWC Wage Order No. 9-2001;

25 c. Failing to provide Plaintiff and other Aggrieved Employees with any paid sick
26 leave, as required by the California Healthy Workplaces/Healthy Families Act of 2014 (the “Act”),
27 codified at Labor Code § 246(d). Pursuant to the Act, at a minimum, employers must provide
28 employees with 24 hours or three days of accrued sick leave for each year of employment. Defendant

1 failed to provide any paid sick leave, in violation of the Act, and resulting in a failure to pay all wages
2 due, in violation of Labor Code §§ 246(d), 510, 558, and 1194;

3 d. Failing to provide Plaintiff and all other Aggrieved Employees with wage
4 statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a).
5 Plaintiff and other non-exempt Aggrieved Employees were not paid all wages due, as stated above.
6 As such, the wage statements provided by Defendant failed to accurately state all gross wages earned,
7 in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§
8 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all
9 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
10 at each hourly rate, in violation of Labor Code §§ 226(a)(9) and 226.3. Separately, the wage
11 statements issued to Plaintiff and other Aggrieved Employees failed to set forth the inclusive dates of
12 the period for which the employee is paid, in violation of Labor Code §§ 226(a)(6) and 226.3, because
13 they did not include the pay period start date. The wage statements issued to Plaintiff and all non-
14 exempt Aggrieved Employees also failed to list all applicable hourly rates in effect and the
15 corresponding number of hours worked at each hourly rate by the employee, in violation of Labor
16 Code §§ 226(a)(9) and 226.3, because they fail to list any rates of pay corresponding to the hours
17 worked; and

18 e. Failing to pay Plaintiff and certain other non-exempt Aggrieved Employees all
19 wages due at the separation of their employment based on the time frames required by Labor Code
20 §§ 201 and 202. As stated above, Plaintiff and other Aggrieved Employees were not paid all wages
21 due during the course of their employment and, as a result of this failure, they were not timely paid
22 all wages due at the separation of their employment. This violates Labor Code §§ 201-202.
23 Separately, when Plaintiff ended his employment with Defendant, he was not provided his final wages
24 within 72 hours. Instead, Defendant paid him one week after his last day of employment, in violation
25 of Labor Code § 201. It is alleged that Defendant untimely compensates all Aggrieved Employees
26 who are former employees at the separation of their employment.

27 3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §
28 2698 *et seq.*, seeks civil penalties for Defendant's violations of the California Labor Code.

PARTIES

A. Plaintiff

5. Plaintiff BRANDUNN MURILLO was employed by Defendant from January 2021 through February 2021 as a non-exempt employee.

B. Defendant

6. Defendant BUILDERS' INSULATION OF OREGON, LLC is an Oregon limited liability company. Defendant employed Plaintiff and Aggrieved Employees throughout the State of California.

7. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendant sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendant by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendant designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendant designated hereinafter as DOES when such identities become known.

8. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

9. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

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III.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST DEFENDANT
PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR
CODE §§ 201, 202, 226(a), 226.7, 246(d), 512, AND 1174, PURSUANT TO LABOR CODE §
2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

11. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to penalties and other relief in an amount to be shown at the time of trial subject to the following formula:

a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 246(d), 512, and 1174; and

b. Pursuant to Labor Code § 2699(f), the penalties as authorized by Labor Code §§ 226.3 and 558.

13. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

14. On May 24, 2021, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendant setting forth the facts and theories of the violations alleged against Defendant, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of May 24, 2021. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as described below.

V.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;
3. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable law; and
4. Such other and further relief as this Court may deem just and proper.

Dated: July 27, 2021

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: Sepideh Ardestani
DANIEL F. GAINES
SEPIDEH ARDESTANI
Attorneys for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF IMPERIAL 939 W. Main Street El Centro, CA 92243	
PETITIONER: _____ RESPONDENT: _____	
STIPULATION TO USE OF ALTERNATIVE DISPUTE RESOLUTION PROCESS (California Rules of Court 3.221)	CASE NUMBER: _____

The parties and/or their attorneys stipulate that the matter is at issue and that this action shall be submitted to the following alternative dispute resolution process. Selection of any of these options will not delay any case management timelines.

_____ Court Ordered Non-Binding Arbitration (Cases valued at \$50,000 or less)

_____ Private Mediation

_____ Private Binding Arbitration

_____ Other (specify): _____

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral:

Date: _____

Date: _____

Name of Plaintiff/Petitioner

Name of Defendant/Respondent

Signature of Plaintiff/Petitioner

Signature of Defendant/Respondent

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature of Attorney

Signature of Attorney

**Superior Court of California
County of Imperial
Alternative Dispute Resolution Information**

NOTICE: In all general civil cases, plaintiff and cross-complaints are required to serve this form on each defendant or new party to the action.

Alternative Dispute Resolution (ADR) may help resolve disputes without trial. ADR is usually less expensive, less formal and less time consuming than a trial. ADR can also be less adversarial and may provide parties with the opportunity for more creative and/or flexible outcomes than can be achieved in trial. Since various ADR methods may or may not be appropriate in any particular case, it is advisable to consult with an attorney about options available.

Mediation

An impartial person called a "mediator" helps the parties try to reach a mutually agreeable resolution of the dispute. The outcome is decided only by the parties. If the parties do not reach an agreement, the mediator does not make any decisions or recommendations to the court. Mediation is useful when the parties have a relationship they wish to preserve. Mediation may not be as useful if one of the parties is unwilling to compromise, or if one party has significant power over the other. The only court sponsored mediation service available in the Superior Court is for child custody and visitation.

Arbitration

An impartial person called an "arbitrator" listens to evidence and argument from both sides and then decides the outcome. Arbitration is less formal than a trial, and the rules of evidence may be relaxed. Pursuant to Imperial Superior Court Local Rules, Division 5 - Arbitration, Rule 3.5.0, all non-exempt unlimited civil cases where the amount in controversy does not exceed \$50,000 as to any plaintiff, and all limited civil cases shall be submitted to arbitration under CCP 1141.10 et seq.

Settlement Conference

The parties and their attorneys meet with a judicial officer to discuss possible settlement of the dispute. The judicial officer assists the parties in evaluating the strengths and weaknesses of the case, but does not make any decision. Settlement conferences are scheduled upon request of the parties and order of the judge assigned to the case.

Additional Information

For information on Superior Court of California, County of Imperial's arbitration process see the Local Rules at www.imperial.courts.ca.gov and Stipulation to Use of Alternative Dispute Resolution Process, Local Form GN-02.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF IMPERIAL**
939 Main Street
El Centro, California 92243

Brandunn Murillo
Plaintiff/Petitioner,

vs.

Builders' Insulation of Oregon LLC
Defendant/Respondent.

) Case No. ECU002002
)
)

) **Notice of:**
)

) **Case Management Conference**
)
)
)
)

TO ALL PARTIES AND/OR ATTORNEYS OF RECORD:

1. Notice is given that a **CASE MANAGEMENT CONFERENCE** has been scheduled as follows:
Case Management Conference: January 24, 2022 at 8:30 AM in El Centro Dept. 7.
2. You must file and serve a completed Case Management Conference Statement at least fifteen (15) days before the case management conference.
3. You must be familiar with the case and be fully prepared to participate effectively in the case management conference.
4. At the case management conference the court may make pretrial orders, including the following:
 - a) An order establishing a discovery schedule.
 - b) An order referring the case to arbitration.
 - c) An order dismissing fictitious defendants.
 - d) An order scheduling exchange of expert witness information.
 - e) An order setting subsequent conferences and the trial date.
 - f) Other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code § 68600 et seq.).
5. Parties wishing to appear by telephone must comply with CRC 3.670 and Local Rule 3.8.6.
6. **SANCTIONS:** If you do not file the Case Management Conference Statement required by CRC 3.725, or attend the case management conference or participate effectively in the conference, the Court may impose sanctions (including dismissal of the case, striking of the answer, and payment of money).

Date: 07/28/2021

Maria Rhinehart, Court Executive Officer

By: 
M. GARCIA, Deputy Clerk