

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

FERMIN FLOOR COVERING, LLC, a California limited liability company; [see attachment]

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

JONATHAN BOJORQUEZ, an individual,

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

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

03/23/2022 at 10:28:05 AM
Clerk of the Superior Court
By Daneille Hansen, 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 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): San Diego County Superior Court
North County
325 South Melrose Drive, Vista, CA 92081

CASE NUMBER: (Número del Caso):
37-2022-00010939-CU-OE-NC

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):

Jace H. Kim, Esq.; The Dominguez Firm, LLP; 3250 Wilshire Boulevard, Suite 2200, Los Angeles, CA 90010; (213) 388-7788

DATE: 03/23/2022
(Fecha)

Clerk, by
(Secretario)


D. Hansen

, Deputy
(Adjunto)

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

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

[SEAL]



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: Bojorquez, Jonathan v. Fermin Floor Covering, LLC, 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

HOME CARPET INVESTMENT, INC. DBA AMERICA'S FINEST CARPET COMPANY, a California corporation; and DOES 1 through 20, inclusive,

Jace H. Kim, Esq. (SBN 282039)
Jace.Kim@Dominguezfirm.com
Carlos Andres Perez, Esq. (SBN 285645)
Carlos.Perez@Dominguezfirm.com
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Attorneys for Plaintiff,
JONATHAN BOJORQUEZ

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
03/23/2022 at 10:28:05 AM
Clerk of the Superior Court
By Daneille Hansen, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO – NORTH COUNTY**

JONATHAN BOJORQUEZ, an individual,
Plaintiff,

v.

FERMIN FLOOR COVERING, LLC, a
California limited liability company; HOME
CARPET INVESTMENT, INC. DBA
AMERICA'S FINEST CARPET COMPANY, a
California corporation; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 37-2022-00010939-CU-OE-NC

COMPLAINT FOR DAMAGES FOR:

- 1. FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
- 2. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 558, 1194);**
- 3. FAILURE TO PROVIDE MEAL PERIODS (FAILURE TO PAY WAGES FOR MISSED MEAL PERIODS) (I.W.C. WAGE ORDER NO. 16-2001, CAL. LABOR CODE §§512, 226.7);**
- 4. FAILURE TO PROVIDE REST PERIODS (FAILURE TO PAY WAGES FOR MISSED REST PERIODS) (I.W.C. WAGE ORDER NO. 16-2001, CAL. LABOR CODE §§226.7);**
- 5. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
- 6. WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**
- 7. UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.); AND**

[DEMAND FOR JURY TRIAL]

JURISDICTION

THE PARTIES

6. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),

1 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more
2 persons and are therefore subject to the jurisdiction of this Court.

3 7. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint
4 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
5 Commission Order No. 16-2001 and are each an "employer or other person acting on behalf of an
6 employer" as such term is used in Labor Code section 558 and/or 558.1, and liable to Plaintiff on that
7 basis.

8 8. The true names and capacities, whether individual, corporate, associate, or otherwise, of
9 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
10 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
11 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
12 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
13 Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as
14 alleged hereinafter.

15 9. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
16 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
17 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
18 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
19 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
20 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

21 10. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
22 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit
23 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
24 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code
25 §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and
26 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed
27 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,
28

1 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and
2 actually causing Plaintiff harm.

3 11. Whenever and wherever reference is made in this complaint to any act or failure to act by
4 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
5 and/or failures to act by each Defendant acting individually, jointly and severally.

6
7 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

8 12. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
9 of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of
10 defendants have ceased to exist.

11 13. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
12 purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same, including,
13 but not limited to because:

14 a. Employers are completely dominated and controlled by one another and DOES 1-
15 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
16 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
17 accomplish some other wrongful or inequitable purpose.

18 b. Employers and DOES 1-20 derive actual and significant monetary benefits by and
19 through one another's unlawful conduct, and by using one another as the funding source for their own
20 personal expenditures.

21 c. Employers and DOES 1-20, while really one and the same, were segregated to
22 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
23 accomplishing some other wrongful or inequitable purpose.

24 d. Employers do not comply with all requisite corporate formalities to maintain a
25 legal and separate corporate existence.

26 e. The business affairs of Employers and DOES 1-20 are, and at all times relevant
27 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
28 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and

DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of Defendants would not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate existence of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

14. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the fiction of their separate corporate existence must be disregarded.

15. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendants' business was and is conducted.

16. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other Defendants, (2) the transaction between Employer sand/or DOES 1-20 and the other Defendants amounts to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES 1-20 are the successors of one or more of the other Defendants and are liable on that basis.

FACTUAL ALLEGATIONS

17. In or around January 28, 2019, Plaintiff began working for Employers. At all relevant times, Plaintiff was and a non-exempt, full-time employee, of Employers.

18. Between January 28, 2019, through June 4, 2021, Plaintiff's hourly wage rate was only \$14.00. The prevailing wage hourly wage rate for Plaintiff throughout his employment was supposed to

1 \$38.55, yet Defendants failed to pay such prevailing wage rate. During this time period, Plaintiff's fixed
2 schedule was 6 days per week for approximately 12 to 14 hours per day.

3 19. Plaintiff worked approximately 24 overtime hours each week yet was not paid the requisite
4 overtime rate.

5 20. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-
6 minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff
7 worked. Moreover, Plaintiff did not receive a second uninterrupted statutory 30-minute meal period for
8 days on which Plaintiff worked 10 hours or more, which was each day Plaintiff worked.

9 21. Throughout Plaintiff's employment, Plaintiff was also not permitted to, and not advised
10 of Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial
11 portion thereof.

12 22. Throughout Plaintiff's employment, for each pay period, Plaintiff received inaccurate
13 paystubs that did not comply with Labor Code §226, because the paystubs failed to show the number of
14 hours worked by Plaintiff, failed to show pay for missed meal and rest periods, failed to show Defendants'
15 address, failed to show Plaintiff's identifying information, as well as failed to show the true amount of
16 wages earned and owed to Plaintiff.

17 23. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,
18 commissions, benefits and loss or diminution of earning capacity, attorneys' fees, and costs of suit, plus
19 interest.

20
21 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

22 24. At all relevant times, PAGA was applicable to Plaintiff and his employment with
23 Defendants. PAGA provides for a civil penalty to be assessed and collected by the Labor and Workforce
24 Development Agency ("LWDA").

25 25. Plaintiff and other employees of Defendants are "aggrieved employees" as defined by
26 PAGA, because they are all current or former employees of Defendants, and one or more of the alleged
27 violations were committed against them.

28 ///

1 26. On or about September 28, 2021, Plaintiff gave written notice of Defendants' violations
2 of various provisions of the California Labor Code and the applicable IWC Wage Order to (a) the LWDA
3 by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

4 27. The LWDA did not provide notice of its intention to investigate Defendants' violations
5 within 65 calendar days of the September 28, 2021 notice.

6 28. In doing so, Plaintiff has satisfied the administrative prerequisites under PAGA to recover
7 civil penalties against Defendants, in addition to the other remedies, for violations of California Labor
8 Code §§ 201-203, 226 *et seq.*, 510, 512, 558, 1194.

9
10 **FIRST CAUSE OF ACTION**
11 **FOR FAILURE TO PAY WAGES DUE**
12 **LABOR CODE §§201, 1182.12, 1194, 1194.2**
13 **AGAINST DEFENDANTS AND DOES 1-20, INCLUSIVE**

14 29. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
15 though set forth in full herein.

16 30. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and
17 required by 8 Code of Regulations §11050, as set forth hereinabove. As alleged herein, Defendants
18 routinely failed to pay Plaintiff for worked hours, overtime hours, meal break premium hours, and rest
19 break premium hours.

20 31. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510,
21 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 16-2001.

22 32. Plaintiff has been deprived of his rightfully earned compensation as a direct and
23 proximate result of Defendants' failure and refusal to pay said compensation. Thus, he is entitled to
24 recover such amounts, plus interest thereon, attorneys' fees and costs.

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SECOND CAUSE OF ACTION
FOR FAILURE TO PAY OVERTIME COMPENSATION
(CAL. LABOR CODE §§510, 558, 1194);
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

33. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though set forth in full herein.

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

35. Labor Code §558(a) also requires that any person acting on behalf of an employer who violates, or causes to be violated overtime rules, pay a civil penalty in the amount of \$50.00 for each underpaid employee for each pay period in which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Also, pursuant to Labor Code §558(a), for each subsequent violation, the person acting on behalf of an employer is liable in the amount of \$100.00 for each underpaid employee, for each pay period, for which the employee was underpaid *in addition to* an amount sufficient to recover the underpaid wages.

36. At all relevant times, Defendants required Plaintiff to work more than 8 hours per day and/or more than 40 hours per workweek.

37. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime compensation and double-time compensation required by Labor Code §510, the applicable 8 Code of Regulations section, and Industrial Welfare Commission Order No. 16-2001.

38. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor Code §510, the applicable 8 Code of Regulations section, and Industrial Welfare Commission Order No. 16-2001.

1 39. Plaintiff worked approximately 24 hours of overtime each week, all of which should have
2 been paid at 1.5 times Plaintiff's regular hourly wage rate. Defendants failed to pay Plaintiff the requisite
3 overtime wages in the following way:

4 40. From approximately January 28, 2019, through June 4, 2021, Plaintiff worked
5 approximately 2,928 hours of overtime. Plaintiff's overtime rate at the prevailing wage rate for this
6 period was \$57.77 per hour. During this time period, Plaintiff worked an average of 24 hours of overtime
7 per week. Therefore, Plaintiff is owed overtime wages of \$57.77 for each of those 2,928 hours, totaling
8 \$169,150.56.

9 41. In addition to the above withheld overtime and double-time wages, Plaintiff is entitled to
10 civil penalties based upon Defendants' underpayment of overtime wages. Defendants violated Labor
11 Code §558 on approximately 52 pay periods, the first of which Defendants are penalized \$50.00, and the
12 remainder of which Defendants are penalized \$100.00 each, for a total due in Labor Code §558 penalties
13 of \$5,150.00.

14 42. Plaintiff has been deprived of Plaintiff's rightfully earned overtime compensation as a
15 direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is
16 entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

17
18 **THIRD CAUSE OF ACTION**

19 **FOR FAILURE TO PROVIDE MEAL BREAKS**

20 **I.W.C. WAGE ORDER NO. 16-2001, LABOR CODE §§512, 226.7**

21 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

22 43. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
23 though set forth in full herein.

24 44. Labor Code §§512, 226.7 require employers to provide every employee with an
25 uninterrupted meal period of not less than 30 consecutive minutes, for every period of work exceeding
26 five hours.

27 45. In the four years last past, Plaintiff regularly worked in excess of five hours per day and
28 was thereby entitled to take uninterrupted 30-minute meal periods.

46. Defendants failed and refused to provide Plaintiff with meal periods, and failed to compensate Plaintiff for missed meal periods, as required by Labor Code §512 and the applicable sections of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 16-2001, as follows:

47. From approximately December 15, 2021, through September 24, 2021, Plaintiff was not permitted to take any of his statutory 30-minute meal periods, approximately 6 times per week for 197 weeks, or on approximately 732 separate days.

48. As alleged herein, Plaintiff is not exempt from the meal break requirements of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 16-2001. Consequently, Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that Plaintiff was denied such meal periods, calculated as follows:

49. From approximately January 28, 2019, through June 4, 2021, Defendants failed to provide Plaintiff with an uninterrupted statutory meal period. Consequently, Plaintiff is owed one hour of pay at \$38.55 for each day, or \$28,218.60, plus interest thereon, for unpaid interrupted statutory meal periods.

50. Plaintiff has been deprived of his rightfully earned compensation for meal breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

51. Thus, for the entirety of the time period set forth above, Plaintiff is entitled to recover \$28,218.60, pursuant to Labor Code §512, plus interest thereon and costs of suit.

FOURTH CAUSE OF ACTION

FOR FAILURE TO PROVIDE REST BREAKS

I.W.C. WAGE ORDER NO. 16-2001, LABOR CODE § 226.7

AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

52. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

53. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period of work exceeding five hours.

54. In the four years last past, Plaintiff regularly worked in excess of 4 hours per day and was thereby entitled to take timely and uninterrupted 10-minute rest periods on each day he worked.

1 Nevertheless, Plaintiff was not permitted to, and not advised of his right to take the statutory rest periods
2 to which he was entitled.

3 55. Defendants failed and refused to provide Plaintiff with rest periods, and failed to
4 compensate Plaintiff for missed rest periods, as required by Labor Code §226.7(b) and the applicable
5 sections of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 16-2001, as
6 follows:

7 56. From approximately January 28, 2019, through June 4, 2021, Plaintiff was not permitted
8 and not advised of his right to take one or more of his statutory 10-minute rest periods for days on which
9 Plaintiff worked for at least four hours, which was each day Plaintiff worked, or approximately 732
10 separate days.

11 57. As alleged herein, Plaintiff is not exempt from the rest break requirements of 8 Code of
12 Regulations §11050 and Industrial Welfare Commission Order No. 16-2001. Consequently, Plaintiff is
13 owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage, whichever
14 is greater, for each day that Plaintiff was denied such rest periods, calculated as follows:

15 58. From approximately January 28, 2019, through June 4, 2021, Defendants failed to provide
16 Plaintiff with the statutory rest period for those days on which he worked at least four hours on
17 approximately 732 separate days. Consequently, Plaintiff is owed one hour of pay at \$38.55 for each
18 day, or \$28,218.60, plus interest thereon, for unpaid rest periods.

19 59. Plaintiff has been deprived of his rightfully earned compensation for rest breaks as a direct
20 and proximate result of Defendants' failure and refusal to pay said compensation.

21 60. Thus, for the entirety of the time period set forth above, Plaintiff is entitled to recover an
22 amount of \$28,218.60, pursuant to Labor Code § 226.7(b), plus interest thereon and costs of suit.

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FIFTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS
(CAL. LABOR CODE §§226, ET SEQ.)
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

61. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though set forth in full herein.

62. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-exempt employees with itemized statements showing total hours worked, hourly wages, gross wages, total deductions and net wages earned. An employer who violates these code sections is liable to its employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement at all.

63. In addition, thereto, pursuant to Labor Code §226.3, an employer who willfully violates Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

64. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and rates in effect during each pay period and the corresponding number of hours worked at each hourly rate by Plaintiff. For the majority of the time and as to nearly all of Plaintiff's wages, Defendants knowingly and intentionally, not inadvertently, failed to provide Plaintiff with paystubs at all, and instead paying Plaintiff entirely in cash without any calculations of how Plaintiff's gross wages were calculated. Not one of the paystubs that Plaintiff received complied with Labor Code §226, and contained almost none of the required information, including hours actually worked.

65. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

///

1 66. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
2 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
3 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
4 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
5 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
6 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
7 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at
8 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

9 67. Plaintiff was paid on a weekly basis, and therefore Defendants violated Labor Code §226
10 approximately 52 times during the last year that Plaintiff has worked for Defendants. Consequently,
11 Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory maximum
12 amount of \$4,000.00, whichever is greater.

13 68. In addition, thereto, for Defendants' 52 violations, Defendants are penalized \$250.00 for
14 the first violation, and the remainder of which Defendants are penalized \$1,000.00 each, for a total due
15 in Labor Code §226.3 penalties of \$51,250.00 (\$250.00 + \$1,000.00 x 51 subsequent pay periods).

16 69. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
17 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other
18 applicable provisions, as well as attorneys' fees and costs.

19
20 **SIXTH CAUSE OF ACTION**
21 **FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING EMPLOYEES**
22 **(WAITING TIME PENALTIES)**
23 **CAL. LABOR CODE §§ 201,202, 203**
24 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

25 70. Plaintiff incorporates by reference and re-alleges the paragraphs set forth above as though
26 set forth fully herein.

27 71. Pursuant to California Labor Code §§201, 202, and 203, Defendants are required to pay
28 all earned and unpaid wages to discharged and quitting employees.

1 72. California Labor Code §201 mandates that if an employer discharges an employee, the
2 employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

3 73. Pursuant to California Labor Code §202, Defendants are required to pay all accrued wages
4 due to an employee no later than 72 hours after the employee quits his or her employment, unless the
5 employee provided 72 hours previous notice of his or her intention to quit, in which case the employee
6 is entitled to his or her wages at the time of quitting.

7 74. California Labor Code §203 provides that if an employer willfully fails to pay, in
8 accordance with California Labor Code §§201 and 202, any wages of an employee who discharged or
9 who quits, the employer is liable for waiting time penalties in the form of continued compensation to the
10 employee at the same rate for up to 30 workdays.

11 75. Defendants have willfully failed, and continue to willfully fail, to pay accrued wages and
12 other compensation to Plaintiff in accordance with California Labor Code §§201 and 202.

13 76. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §§201-
14 203.

15 77. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
16 is entitled to payment as previously pleaded herein, and more than \$9,252.00 in wait time penalties,
17 calculated based on 30 days of regular weekly wages (\$38.55 hourly rate x 8 hours per day x 30 days).

18 127. Based on Defendants' conduct as alleged herein, Defendants are liable for penalties pursuant to
19 Labor Code §203 and other applicable provisions, as well as attorneys' fees and costs.

20
21 **SEVENTH CAUSE OF ACTION**

22 **FOR UNFAIR COMPETITION**

23 **(BUS. & PROF. CODE §17200 ET SEQ.)**

24 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

25 78. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
26 set forth in full herein.

27 79. Defendants' violations of the applicable 8 Code of Regulations section, Industrial Welfare
28 Commission Order No.16-2001,the above-stated Labor Code sections, 2699, and other applicable

1 provisions, as alleged herein, including Defendants' failure and refusal to pay minimum wages, overtime
2 wages, Defendants' failure to provide meal and rest breaks, and Defendants' failure to provide timely and
3 accurate wage and hour statements, constitute unfair business practices in violation of Business &
4 Professions Code §§17200, et seq.

5 80. As a result of Defendants' unfair business practices, Defendants have reaped unfair
6 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be
7 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

8 81. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent
9 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore
10 to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from
11 Plaintiff.

12
13 **EIGHTH CAUSE OF ACTION**
14 **FOR PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ)**
15 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

16 82. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
17 set forth in full herein.

18 83. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may and does bring an
19 action against Defendants, on behalf of himself and other current or former employees, seeking statutory
20 civil penalties for Defendants' violations of the California Labor Code.

21 84. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
22 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
23 previously pleaded in this Complaint.

24 85. On or about September 28, 2021, more than 65 calendar days before filing this Complaint,
25 Plaintiff provided electronic notice to the Labor and Workforce Development Agency and notice by
26 certified mail to Defendants of the specific provisions of the California Labor Code that Defendants
27 violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included the
28

1 above-stated Labor Code sections, each of which is enumerated among the serious violations set forth in
2 Labor Code §2699.5.

3 86. As of the filing of this Complaint, Plaintiff has not received any response from the Labor
4 and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently,
5 Plaintiff may and does now commence a civil action, pursuant to Labor Code §2699.3.

6 87. As a direct and proximate result of Defendants' California Labor Code violations as set
7 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100.00 for each aggrieved employee per
8 pay period for the initial violation, and \$200.00 for each aggrieved employee per pay period for each
9 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
10 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
11 provide for a penalty, §§226.3, 226.7, 510, 512, and 558.

12 88. These penalties recoverable for Plaintiff alone total approximately \$20,700.00.

13 89. Plaintiff also may and does seek these same penalties on behalf of all other aggrieved
14 employees amounting to no less than \$2,070,000.00.

15 90. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered
16 civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

17
18 **PRAYER FOR RELIEF**

19 1. For a monetary judgment representing compensatory damages including lost wages,
20 earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money,
21 together with interest on these amounts; for other special damages; and for general damages for mental
22 pain and anguish and emotional distress and loss of earning capacity to be ascertained at trial;

23 2. For restitution of all monies due to Plaintiff, as well as disgorged profits from
24 Defendants' unfair and unlawful business practices;

25 3. For payment of unpaid wages pursuant to 8 Code of Regulations §11050.

26 4. For payment of unpaid overtime compensation pursuant to Labor Code §§201, 510,
27 1194, Industrial Welfare Commission Order No. 16-2001, and the applicable 8 Code of Regulations
28 section, in the amount of no less than \$174,300.56 (\$169,150.56 + \$5,150.00);

1 5. For payment of meal period compensation pursuant to Labor Code §226.7, 512, in the
2 amount of no less than \$28,218.60;

3 6. For payment of rest period compensation in the amount of no less than \$28,218.60
4 pursuant to Labor Code §§226.7, 512;

5 7. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

6 8. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no
7 less than \$51,250.00;

8 9. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
9 than \$9,252.00;

10 10. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than
11 \$20,700.00 on Plaintiff's own behalf, and no less than \$2,070,000.00 on behalf of all of Defendants'
12 aggrieved employees;

13 11. For prejudgment interest on each of the foregoing at the legal rate from the date the
14 obligation became due through the date of judgment in this matter.

15 12. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor
16 Code and/or any other basis;

17 13. For post-judgment interest; and

18 14. For any other relief that is just and proper.

19
20 DATED: March 23, 2022

21
22 By: 

23 Jace H. Kim, Esq.
24 Carlos Andres Perez, Esq.
25 Javier Ramirez, Esq.
26 Attorneys for Plaintiff,
27 JONATHAN BOJORQUEZ
28

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DATED: March 23, 2022



Jace H. Kim, Esq.
Carlos Andres Perez, Esq.
Javier Ramirez, Esq.
Attorneys for Plaintiff,
JONATHAN BOJORQUEZ

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

Jace H. Kim, Esq.(282039); Carlos Andres Perez, Esq.(285645);

Javier Ramirez, Esq. (249516)

The Dominguez Firm, LLP; 3250 Wilshire Blvd., Ste. 2200; Los Angeles, CA 90010

TELEPHONE NO.: (213) 388-7788

FAX NO. (Optional): (213) 201-8212

ATTORNEY FOR (Name): Plaintiff, Jonathan Bojorquez

FOR COURT USE ONLY

ELECTRONICALLY FILEDSuperior Court of California,
County of San Diego**03/23/2022 at 10:28:05 AM**Clerk of the Superior Court
By Daneille Hansen, Deputy Clerk**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO**

STREET ADDRESS: 325 South Melrose Drive

MAILING ADDRESS: same as above

CITY AND ZIP CODE: Vista, CA 92081

BRANCH NAME: North County

CASE NAME:

Bojorquez, Jonathan v. Fermin Floor Covering, LLC, et al.

CIVIL CASE COVER SHEET
☒ **Unlimited**
(Amount
demanded
exceeds \$25,000)
 ☐ **Limited**
(Amount
demanded is
\$25,000)
Complex Case Designation
☐ Counter ☐ Joinder
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

37-2022-00010939-CU-OE-NC

JUDGE:

DEPT.: Judge Robert P Dahlquist

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)
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)
Real Property
☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)
Unlawful Detainer
☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)
Judicial Review
☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)
Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400–3.403)
☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment☐ Enforcement of judgment (20)**Miscellaneous Civil Complaint**
☐ RICO (27)
☐ Other complaint (not specified above) (42)
Miscellaneous Civil Petition
☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

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

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): Eight (8)

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 23, 2022

Jace H. Kim, Esq.

(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

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 325 S Melrose DRIVE	
MAILING ADDRESS: 325 S Melrose DRIVE	
CITY AND ZIP CODE: Vista, CA 92081-6695	
DIVISION: North County	
TELEPHONE NUMBER: (760) 201-8029	
PLAINTIFF(S) / PETITIONER(S): Jonathan Bojorquez	
DEFENDANT(S) / RESPONDENT(S): FERMIN FLOOR COVERING LLC et.al.	
BOJORQUEZ VS FERMIN FLOOR COVERING LLC [IMAGED]	
NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE (CIVIL)	CASE NUMBER: 37-2022-00010939-CU-OE-NC

CASE ASSIGNED FOR ALL PURPOSES TO:

Judge: Robert P Dahlquist

Department: N-29

COMPLAINT/PETITION FILED: 03/23/2022

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	08/26/2022	09:00 am	N-29	Robert P Dahlquist

Due to the COVID-19 pandemic, all Case Management Conferences (CMCs) are being conducted virtually unless there is a court order stating otherwise. Prior to the hearing date, visit the "virtual hearings" page for the most current instructions on how to appear for the applicable case-type/department on the court's website at www.sdcourt.ca.gov.

A Case Management Statement (JC Form #CM-110) must be completed by counsel for all parties and by all self-represented litigants and timely filed with the court at least 15 days prior to the initial CMC. (San Diego Superior Court (SDSC) Local Rules, rule 2.1.9; Cal. Rules of Court, rule 3.725).

All counsel of record and self-represented litigants must appear at the CMC, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of Alternative Dispute Resolution (ADR) options.

It is the duty of each plaintiff (and cross-complainant) to serve a copy of this Notice of Case Assignment and Case Management Conference (SDSC Form #CIV-721) with the complaint (and cross-complaint), the Alternative Dispute Resolution (ADR) Information Form (SDSC Form # CIV-730), a Stipulation to Use Alternative Dispute Resolution (ADR) (SDSC Form # CIV-359), and other documents on all parties to the action as set out in SDSC Local Rules, rule 2.1.5.

TIME FOR SERVICE AND RESPONSE: The following rules apply to civil cases except for collections cases under California Rules of Court, rule 3.740(a), unlawful detainer actions, proceedings under the Family Code, and other proceedings for which different service requirements are prescribed by law (Cal. Rules of Court, rule 3.110; SDSC Local Rules, rule 2.1.5):

- **Service:** The complaint must be served on all named defendants, and proof of service filed with the court within 60 days after filing the complaint. An amended complaint adding a defendant must be served on the added defendant and proof of service filed within 30 days after filing of the amended complaint. A cross-complaint against a party who has appeared in the action must be accompanied by proof of service on that party at the time it is filed. If it adds a new party, the cross-complaint must be served on all parties and proof of service on the new party must be filed within 30 days of the filing of the cross-complaint.
- **Defendant's appearance:** Unless a special appearance is made, each defendant served must generally appear (as defined in Code of Civ. Proc. § 1014) within 30 days of service of the complaint/cross-complaint.
- **Extensions:** The parties may stipulate without leave of court to one 15-day extension beyond the 30-day time period prescribed for the response after service of the initial complaint (SDSC Local Rules, rule 2.1.6). If a party fails to serve and file pleadings as required under this rule, and has not obtained an order extending time to serve its pleadings, the court may issue an order to show cause why sanctions shall not be imposed.

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

COURT REPORTERS: Official Court Reporters are not normally available in civil matters, but may be requested in certain situations no later than 10 days before the hearing date. See SDSC Local Rules, rule 1.2.3 and Policy Regarding Normal Availability and Unavailability of Official Court Reporters (SDSC Form #ADM-317) for further information.

ALTERNATIVE DISPUTE RESOLUTION (ADR): The court discourages any unnecessary delay in civil actions; therefore, continuances are discouraged and timely resolution of all actions, including submitting to any form of ADR is encouraged. The court encourages and expects the parties to consider using ADR options prior to the CMC. The use of ADR will be discussed at the CMC. Prior to the CMC, parties stipulating to the ADR process may file the Stipulation to Use Alternative Dispute Resolution (SDSC Form #CIV-359).

NOTICE OF E-FILING REQUIREMENTS AND IMAGED DOCUMENTS

Effective April 15, 2021, e-filing is required for attorneys in represented cases in all limited and unlimited civil cases, pursuant to the San Diego Superior Court General Order: In Re Procedures Regarding Electronically Imaged Court Records, Electronic Filing and Access to Electronic Court Records in Civil and Probate Cases. Additionally, you are encouraged to review CIV-409 for a listing of documents that are not eligible for e-filing. E-filing is also encouraged, but not mandated, for self-represented litigants, unless otherwise ordered by the court. All e-filers are required to comply with the e-filing requirements set forth in Electronic Filing Requirements (Civil) (SDSC Form #CIV-409) and Cal. Rules of Court, rules 2.250-2.261.

All Civil cases are assigned to departments that are part of the court's "Imaging Program." This means that original documents filed with the court will be imaged, held for 30 days, and then destroyed, with the exception of those original documents the court is statutorily required to maintain. The electronic copy of the filed document(s) will be the official court record, pursuant to Government Code § 68150. Thus, original documents should not be attached to pleadings filed with the San Diego Superior Court, unless it is a document for which the law requires an original be filed. Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant, or petitioner to serve a copy of this Notice of Case Assignment and Case Management Conference (Civil) (SDSC Form #CIV-721) with the complaint, cross-complaint, or petition on all parties to the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words "IMAGED FILE" in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and may be found on the court's website at www.sdcourt.ca.gov.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 325 S Melrose Drive MAILING ADDRESS: 325 S Melrose Drive CITY AND ZIP CODE: Vista CA 92081-6695 BRANCH NAME: North County	<i>FOR COURT USE ONLY</i>
Short Title: BOJORQUEZ vs FERMIN FLOOR COVERING LLC [IMAGED]	
NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 37-2022-00010939-CU-OE-NC

San Diego Superior Court has reviewed the electronic filing described below. The fee assessed for processing and the filing status of each submitted document are also shown below.

Electronic Filing Summary Data

Electronically Submitted By: Jace Kim
 On Behalf of: Jonathan Bojorquez
 Transaction Number: 21281625
 Court Received Date: 03/23/2022

 Filed Date: 03/23/2022
 Filed Time: 10:28 AM

 Fee Amount Assessed: \$435.00
 Case Number: 37-2022-00010939-CU-OE-NC
 Case Title: BOJORQUEZ vs FERMIN FLOOR COVERING LLC [IMAGED]
 Location: North County
 Case Type: Other employment
 Case Category: Civil - Unlimited
 Jurisdictional Amount: > 25000

Status

Documents Electronically Filed/Received

Accepted	Complaint
Accepted	Civil Case Cover Sheet
Accepted	Original Summons

Comments

Clerk's Comments:
Events Scheduled

Hearing(s)	Date	Time	Location	Department
Civil Case Management Conference	08/26/2022	09:00 AM	North County	N-29

Electronic Filing Service Provider Information

Service Provider: Green Filing
 Email: support@efilinghelp.com

Contact Person: Green Filing, LLC Support
Phone: (801) 448-7268