

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

CITIBANK, N.A.; and DOES 1 to 100, inclusive

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

PATRICIA ELLIS, individually and on behalf of all others
similarly situated,

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

Electronically
FILED

by Superior Court of California, County of San Mateo
ON 2/4/2022

By /s/ Una Finau
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 Mateo Superior Court
Southern Branch, 400 County Center, Redwood City, CA 94063

CASE NUMBER:
(Número del Caso): 22-CIV-00430

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):
James M. Treglio; Potter Handy, LLP; 8033 Linda Vista Rd, Suite 200; San Diego, CA 92111; (858) 375-7385

DATE: 2/4/2022 Neal I. Taniguchi Clerk, by /s/ Unaloto Finau, 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): CITIBANK, N.A.

- 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):

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Attorneys for Plaintiff and the Putative Class

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

PATRICIA ELLIS, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

CITIBANK, N.A.; and DOES 1 to 100,
inclusive

Defendants.

CASE NO: 22-CIV-00430

**CLASS ACTION AND REPRESENTATIVE
ACTION COMPLAINT FOR**

**(1) WAITING TIME PENALTIES (LABOR
CODE § 201 – 203);
(2) FAILURE TO PAY VACATION TIME
WAGES (LABOR CODE §§ 227.3;
(3) FAILURE TO PROVIDE PERSONNEL
RECORDS (LABOR CODE § 1198.5);
(4) FAILURE TO PROVIDE TIME AND
WAGE RECORDS (LABOR CODE §226);
(5) PAGA AND OTHER PENALTIES
(LABOR CODE §§ 2699, et seq., and 558)
AND
(6) UNFAIR COMPETITION IN
VIOLATION OF CALIFORNIA BUSINESS
& PROFESSIONS CODE §17200, ET SEQ.**

DEMAND FOR JURY TRIAL

Plaintiff Patricia Ellis (“Plaintiff”), on behalf of herself, the State of California, and all
others similarly situated (hereinafter “Class Members”) complains and alleges as follows:

OVERVIEW OF CLAIMS

1. Plaintiff brings this action on behalf of herself and all others similarly situated, as a
class action, as a representative action pursuant to the Labor Code and on behalf of the California
general public, against Defendants Citibank, N.A.; and DOES 1 to 100 (collectively “Defendants”)

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Deputy Clerk

1 for their (1) failure to pay all wages due to former employees; (2) failure to pay Plaintiff and her
2 fellow employees vacation time wages; (3) failure to provide personnel records to Plaintiff and her
3 fellow employees upon request; (4) failure to provide time and wage records to Plaintiff and her
4 fellow employees upon request; (5) violation of PAGA; and (6) unfair business practices based on
5 the foregoing. As a result of the foregoing, Defendants have violated California statutory laws as
6 described below.

7 2. The “Class Period” is designated as the period from four years prior to the filing of
8 this Complaint through the trial date. Defendants’ violations of California’s wage and hour laws and
9 unfair competition laws, as described more fully below, have been ongoing throughout the Class
10 Period.

11 **VENUE**

12 3. Venue is proper in this county under section 395.5 of the California Code of Civil
13 Procedure. Many, if not all, of the putative Class Members were employed and/or performed work
14 during the Class Period by Defendants in San Mateo County. Many of the acts alleged herein
15 including Defendant’s failure to pay all wages due to former employees and vacation time wages,
16 and failure to provide personnel and time and wage records upon request, occurred in San Mateo
17 County. Venue is therefore proper in San Mateo County.

18 **JURISDICTION**

19 4. Defendants are within the jurisdiction of this Court. Defendants transact millions of
20 dollars as a global bank with presence throughout the country including the State of California, in
21 the County of San Mateo. Thus, Defendants have obtained the benefits of the laws of the State of
22 California. In addition, Plaintiff asserts no claims arising under federal law. Rather, Plaintiff
23 brings causes of action based solely on, and arising from, California law. The claims of the Class
24 are also based solely on California law described herein.

25 5. Further, this action is not amenable to federal jurisdiction pursuant to 28 U.S.C.
26 §1332, as (1) more than two-thirds of the members of the Class as defined below are citizens of the
27 state of California, (2) the defendants from whom significant relief is sought, whose alleged
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1 conduct forms a significant basis for the claims asserted by the Class, do business in the state of
2 California, and (3) the principal injuries resulting from the conduct alleged herein occurred in the
3 state of California.

4 **THE PARTIES**

5 **A. The Plaintiff**

6 6. Plaintiff is a California resident and, from 1979 until May 21, 2021, was employed
7 by Defendants in various capacities such as branch manager in California. At all relevant times,
8 Plaintiff was hired to provide services for Defendants. At all relevant times through the present,
9 and on-going, Defendants' employees, including Plaintiff during her and their employment, did
10 not receive all wages owed upon termination and vacation time wages; and were not provided their
11 personnel and time and wage records upon request.

12 7. Plaintiff seeks to represent the following classes:

13 (a) all individuals who are or were employed by Defendant or its predecessor or
14 merged entities in California as hourly, non-exempt employees, who were not paid on time
15 after the end of their employment with Defendants during the Class Period ("waiting time
16 class members");

17 (b) all individuals who are or were employed by Defendant or its predecessor or
18 merged entities in California as hourly, non-exempt employees, who were not paid their
19 vacation time wages during the Class Period ("vacation time wages class members");

20 (c) all individuals who are or were employed by Defendant, or its predecessor or
21 merged entities in California as hourly, non-exempt employees, who were not provided
22 their personnel records upon request during the Class Period ("personnel records class
23 members"); and

24 (d) all individuals who are or were employed by Defendant, or its predecessor or
25 merged entities in California as hourly, non-exempt employees who were not provided
26 their time and wage records upon request during the Class Period ("time and wage records
27 class members").
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(collectively referred to as “Class Members” and/or the “Class”);

B. The Defendants

8. Defendant Citibank N.A., is a global bank with presence in various countries. To provide its services, Defendant employs branch managers, such as the Plaintiff and the Class Members.

9. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants 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 Defendants designated hereinafter as DOES when such identities become known.

10. 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 are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the Class Members.

11. California courts have recognized that the definition of “employer” for purposes of enforcement of the California Labor Code goes beyond the concept of traditional employment to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of California’s labor laws. *Martinez v. Combs* (2010) 49 Cal. 4th 35, 65. As such, anyone who directly or indirectly, or through an agent or any other person, engages, suffers, or permits any person to work or exercises control over the wages, hours, or working conditions of any person, may be liable for violations of the California Labor Code as to that person. Cal. Labor Code §§558 and 558.1.

12. California law also permits and recognizes the piercing of a corporate veil between sister companies and under the single enterprise rule. *Hasso v. Hapke* (2014) 227 Cal. App. 4th

1 107, 155; *Greenspan v. LADT, LLC* (2010) 191 Cal. App. 4th 486, 512. The single enterprise rule
2 applies where “there are two or more personalities, there is but one enterprise; and that this
3 enterprise has been so handled that it should respond, as a whole, for the debts of certain
4 component elements of it.” *Hasso* 227 Cal. App. 4th at 155; *Greenspan*, 191 Cal. App. 4th at 512.

5 **FACTUAL ALLEGATIONS**

6 13. Plaintiff and Class Members are and were employed by Citibank, N.A., a global
7 bank with presence in various countries.

8 14. Plaintiff was hired by Defendants in 1979.

9 15. Plaintiff was last assigned as a branch manager in Defendants’ branch in Napa,
10 California.

11 16. Plaintiff was terminated by Defendants effective May 21, 2021. However, Plaintiff
12 only received her final paycheck from Defendants two weeks after she was terminated.

13 17. In addition, Plaintiff’s vacation time wages included in her final pay was not the
14 full amount due to Plaintiff.

15 18. On or about May 27, 2021, Plaintiff, through her counsel Potter Handy LLP, sent
16 Defendants a letter requesting for Plaintiff’s personnel, timekeeping, and payroll records (“First
17 Request”).

18 19. When Defendants did not respond to the First Request, Plaintiff, through Potter
19 Handy LLP, sent a second letter request to Defendants on July 7, 2021 (“Second Request”).

20 20. To date, however, Plaintiff has yet to receive copies of her personnel, timekeeping,
21 and payroll records from Defendants.

22 21. As discussed above, Plaintiff was terminated by Defendants effective May 21,
23 2021. However, Plaintiff only received her final paycheck from Defendants two weeks after she
24 was terminated. Thus, Defendant violated Labor Code § 203.

25 22. Labor Code § 203 provides “if an employer willfully fails to pay . . . any wages of
26 an employee who is discharged or who quits, the wages of the employee shall continue as a
27 penalty. . .” for up to 30 days. Lab. Code § 203; *Mamika v. Barca*, (1998) 68 Cal.App.4th 487,
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1 492.

2 23. Due to Defendant's faulty policies described above, all Class Members whose
3 employment with Defendant concluded were not compensated at the appropriate rate. Additionally,
4 Defendant has failed to pay all Class Members meal period premiums and rest period premiums,
5 whose sums were certain, at the time of termination or within seventy-two (72) hours of their
6 resignation and have failed to pay those sums for thirty (30) days thereafter.

7 24. Labor Code § 227.3 provides that "whenever a contract of employment or employer
8 policy provides for paid vacations, and an employee is terminated without having taken off his
9 vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance
10 with such contract of employment or employer policy respecting eligibility or time served;
11 provided, however, that an employment contract or employer policy shall not provide for forfeiture
12 of vested vacation time upon termination."

13 25. However, when Plaintiff was terminated on May 21, 2021, Defendant failed to pay
14 her full vacation time wages in violation of Labor Code §§ 227.3.

15 26. Labor Code § 1198.5 provides as follows:

16 (a) Every current and former employee, or his or her representative, has
17 the right to inspect and receive a copy of the personnel records that the
18 employer maintains relating to the employee's performance or to any
grievance concerning the employee. ...

19 (k) If an employer fails to permit a current or former employee, or his or
20 her representative, to inspect or copy personnel records within the times
21 specified in this section, or times agreed to by mutual agreement as
22 provided in this section, the current or former employee or the Labor
Commissioner may recover a penalty of seven hundred fifty dollars (\$750)
from the employer.

23 (l) A current or former employee may also bring an action for injunctive
24 relief to obtain compliance with this section, and may recover costs and
reasonable attorney's fees in such an action. ...

25 27. As discussed above, Plaintiff sent Defendants numerous requests for copies of her
26 personnel records. The First Request was sent on May 27, 2021 and the Second Request was sent
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1 on July 7, 2021. To date, however, Plaintiff has yet to receive copies of her personnel records from
2 Defendants.

3 28. Due to their failure to provide Plaintiff with copies of her personnel records upon
4 request, Defendants violated Labor Code § 1198.5.

5 29. Labor Code § 226 provides that:

6 (a) An employer, semimonthly or at the time of each payment of wages,
7 shall furnish to his or her employee, either as a detachable part of the
8 check, draft, or voucher paying the employee's wages, or separately if
9 wages are paid by personal check or cash, an accurate itemized statement
10 in writing showing (1) gross wages earned, (2) total hours worked by the
11 employee, except as provided in subdivision (j), (3) the number of piece-
12 rate units earned and any applicable piece rate if the employee is paid on a
13 piece-rate basis, (4) all deductions, provided that all deductions made on
14 written orders of the employee may be aggregated and shown as one item,
15 (5) net wages earned, (6) the inclusive dates of the period for which the
16 employee is paid, (7) the name of the employee and only the last four
17 digits of his or her social security number or an employee identification
18 number other than a social security number, (8) the name and address of
19 the legal entity that is the employer and, if the employer is a farm labor
20 contractor, as defined in subdivision (b) of Section 1682, the name and
21 address of the legal entity that secured the services of the employer, and
22 (9) all applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate by the
24 employee and, beginning July 1, 2013, if the employer is a temporary
25 services employer as defined in Section 201.3, the rate of pay and the total
26 hours worked for each temporary services assignment. The deductions
27 made from payment of wages shall be recorded in ink or other indelible
28 form, properly dated, showing the month, day, and year, and a copy of the
statement and the record of the deductions shall be kept on file by the
employer for at least three years at the place of employment or at a central
location within the State of California. For purposes of this subdivision,
"copy" includes a duplicate of the itemized statement provided to an
employee or a computer-generated record that accurately shows all of the
information required by this subdivision.

(b) An employer that is required by this code or any regulation adopted
pursuant to this code to keep the information required by subdivision (a)
shall afford current and former employees the right to inspect or receive a
copy of records pertaining to their employment, upon reasonable request
to the employer. The employer may take reasonable steps to ensure the
identity of a current or former employee. If the employer provides copies
of the records, the actual cost of reproduction may be charged to the
current or former employee.

1 (c) An employer who receives a written or oral request to inspect or
2 receive a copy of records pursuant to subdivision (b) pertaining to a
3 current or former employee shall comply with the request as soon as
4 practicable, but no later than 21 calendar days from the date of the request.
5 A violation of this subdivision is an infraction. Impossibility of
6 performance, not caused by or a result of a violation of law, shall be an
affirmative defense for an employer in any action alleging a violation of
this subdivision. An employer may designate the person to whom a
request under this subdivision will be made. ...

7 (f) A failure by an employer to permit a current or former employee to
8 inspect or receive a copy of records within the time set forth in subdivision
9 (c) entitles the current or former employee or the Labor Commissioner to
recover a seven-hundred-fifty-dollar (\$750) penalty from the employer. ...

10 30. As discussed above, Plaintiff sent Defendants numerous requests for copies of her
11 time and wage records. The First Request was sent on May 27, 2021 and the Second Request was
12 sent on July 7, 2021. To date, however, Plaintiff has yet to receive copies of her time and wage
13 records from Defendants.

14 31. Due to their failure to provide Plaintiff with copies of her time and wage records
15 upon request, Defendants violated Labor Code § 226.

16 **CLASS ACTION ALLEGATIONS**

17 32. Plaintiff brings this action, on behalf of herself and all others similarly situated, as a
18 class action pursuant to Code of Civil Procedure § 382.

19 33. Plaintiff seeks to represent the following classes:

20 (a) all individuals who are or were employed by Defendant or its predecessor or
21 merged entities in California as hourly, non-exempt employees, who were not paid on
22 time after the end of their employment with Defendants during the Class Period
23 (“waiting time class members”);

24 (b) all individuals who are or were employed by Defendant or its predecessor or
25 merged entities in California as hourly, non-exempt employees, who were not paid their
26 vacation time wages during the Class Period (“vacation time wages class members”);

27 (c) all individuals who are or were employed by Defendant, or its predecessor or
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merged entities in California as hourly, non-exempt employees, who were not provided their personnel records upon request during the Class Period (“personnel records class members”); and

(d) all individuals who are or were employed by Defendant, or its predecessor or merged entities in California as hourly, non-exempt employees who were not provided their time and wage records upon request during the Class Period (“time and wage records class members”).

34. This action has been brought and may properly be maintained as a class action under Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation, the proposed class is easily ascertainable, and Plaintiff is a proper representative of the Class:

a. Numerosity: The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiff is informed and believes that Defendants have, on average, during the Class Period employed over 200 Class Members. The Class Members are dispersed throughout California. Joinder of all members of the proposed classes is therefore not practicable.

b. Commonality: There are questions of law and fact common to Plaintiff and the Class that predominate over any questions affecting only individual members of the Class. These common questions of law and fact include, without limitation:

i. Whether Defendants violated Section 203 of the Labor Code by failing to pay members of the Waiting Time Penalty Subclass (those class members who have terminated their employment with the Defendants) for all wages due to them upon their separation of employment from Defendant;

ii. Whether Defendants violated Labor Code section 227.3 by failing to pay all vacation time wages to each member of the Class in California during the Class Period;

iii. Whether Defendants violated Section 1198.5 of the Labor Code during the

1 Class Period by failing to provide Plaintiff and the Class Members their personnel records upon
2 request;

3 iv. Whether Defendants violated Section 226 of the Labor Code during the
4 Class Period by failing to provide Plaintiff and the Class Members their time and wage records
5 upon request;

6 v. Whether Defendants engaged in an unfair practice and violated section
7 17200 of the California Business and Professions Code by failing to pay all wages due upon
8 termination to members of the Class in violation of Labor Code sections 201-203;

9 vi. Whether Defendants engaged in an unfair practice and violated section
10 17200 of the California Business and Professions Code by failing to pay all vacation time wages
11 due to members of the Class in violation of Labor Code sections 227.3;

12 vii. Whether Defendants engaged in an unfair practice and violated section
13 17200 of the California Business and Professions Code by failing to provide personnel records to
14 members of the Class upon request in violation of Labor Code section 1198.5;

15 viii. Whether Defendants engaged in an unfair practice and violated section
16 17200 of the California Business and Professions Code by failing to provide time and wage
17 records to members of the Class upon request in violation of Labor Code section 226;

18 ix. Whether Plaintiff and the Class are entitled to restitution under Business and
19 Professions Code § 17200;

20 x. The proper formula(s) for calculating damages, interest, and restitution
21 owed to Plaintiff and the Class Members;

22 xi. The nature and extent of class-wide damages.

23 c. Typicality: Plaintiff's claims are typical of the claims of the Class. Both
24 Plaintiff and Class Members sustained injuries and damages, and were deprived of property rightly
25 belonging to them, arising out of and caused by Defendants' common course of conduct in
26 violation of law as alleged herein, in similar ways and for the same types of unpaid wages.

27 d. Adequacy of Representation: Plaintiff is a member of the Class and will
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1 fairly and adequately represent and protect the interests of the Class and Class Members.
2 Plaintiff's interests do not conflict with those of Class and Class Members. Counsel who represent
3 Plaintiff are competent and experienced in litigating large wage and hour class actions, and other
4 employment class actions, and will devote sufficient time and resources to the case and otherwise
5 adequately represent the Class and Class Members.

6 e. Superiority of Class Action: A class action is superior to other available
7 means for the fair and efficient adjudication of this controversy. Individual joinder of all Class
8 Members is not practicable, and questions of law and fact common to the Class predominate over
9 any questions affecting only individual members of the Class. Each Class Member has been
10 damaged or may be damaged in the future by reason of Defendants' unlawful policies and/or
11 practices. Certification of this case as a class action will allow those similarly situated persons to
12 litigate their claims in the manner that is most efficient and economical for the parties and the
13 judicial system. Certifying this case as a class action is superior because it allows for efficient and
14 full disgorgement of the ill-gotten gains Defendants have enjoyed by maintaining its unlawful
15 compensation policies and will thereby effectuate California's strong public policy of protecting
16 employees from deprivation or offsetting of compensation earned in their employment. If this
17 action is not certified as a Class Action, it will be impossible as a practical matter, for many or
18 most Class Members to bring individual actions to recover monies unlawfully withheld from their
19 lawful compensation due from Defendants, due to the relatively small amounts of such individual
20 recoveries relative to the costs and burdens of litigation.

21 **FIRST CAUSE OF ACTION**
22 **WAITING TIME PENALTIES FOR**
23 **FAILURE TO PAY WAGES DUE ON TERMINATION**
24 **[Cal. Labor Code §§ 201-203]**

25 **On Behalf of Plaintiff and the Waiting Time Penalty Subclass Against All Defendants**

26 35. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
27 in the preceding paragraphs.

28 36. The actionable period for this cause of action is three years prior to the filing of the
Complaint through the present, and on-going until the violations are corrected, or the subclass is

1 certified.

2 37. Sections 201 and 202 of the California Labor Code require Defendants to pay all
3 compensation due and owing to former employees in the Class during the actionable period for this
4 cause of action, at or around the time that their employment is terminated.

5 38. Section 203 of the California Labor Code provides that if an employer willfully
6 fails to pay compensation promptly upon discharge or resignation, as required by Sections 201 and
7 202, then the employer is liable for penalties in the form of continued compensation up to thirty
8 (30) work days.

9 39. As discussed above, Plaintiff was terminated by Defendants effective May 21,
10 2021. However, Plaintiff only received her final paycheck from Defendants two weeks after she
11 was terminated. Defendants willfully failed to timely pay Plaintiff and other members of the
12 Waiting Time Penalty Subclass (i.e., those members of the Class whose employment with
13 Defendants ended the actionable period for this cause of action) who are no longer employed by
14 Defendants prior to or upon termination or separation from employment with Defendants as
15 required by California Labor Code §§ 201 and 202.

16 40. As a result, Defendants are liable to Plaintiff and other members of the waiting time
17 penalty subclass who are no longer employed by Defendants for waiting time penalties amounting
18 to thirty (30) days wages for Plaintiff and each such subclass member pursuant to California Labor
19 Code § 203. See, e.g., DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon termination
20 entitles an employee to recover waiting time penalties).

21 **SECOND CAUSE OF ACTION**
22 **FAILURE TO PAY VACATION TIME WAGES**
23 **[Cal. Labor Code § 227.3]**

24 **On behalf of Plaintiff and the Class Against All Defendants**

25 41. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
26 in the preceding paragraphs.

27 42. Labor Code § 227.3 provides that “whenever a contract of employment or employer
28 policy provides for paid vacations, and an employee is terminated without having taken off his
vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance

1 with such contract of employment or employer policy respecting eligibility or time served;
2 provided, however, that an employment contract or employer policy shall not provide for forfeiture
3 of vested vacation time upon termination.”

4 43. However, when Plaintiff was terminated on May 21, 2021, Defendant failed to pay
5 her full vacation time wages in violation of Labor Code §§ 227.3.

6 **THIRD CAUSE OF ACTION**
7 **FAILURE TO PROVIDE PERSONNEL RECORDS UPON REQUEST**
8 **[Cal. Labor Code § 1198.5]**
9 **On behalf of Plaintiff, and the Class Against All Defendants**

10 44. Plaintiff incorporates by this reference, as though fully set forth herein, the
preceding paragraphs of this Complaint.

11 45. Labor Code § 1198.5 provides as follows:

12 (a) Every current and former employee, or his or her representative, has
13 the right to inspect and receive a copy of the personnel records that the
14 employer maintains relating to the employee’s performance or to any
grievance concerning the employee. ...

15 (k) If an employer fails to permit a current or former employee, or his or
16 her representative, to inspect or copy personnel records within the times
17 specified in this section, or times agreed to by mutual agreement as
18 provided in this section, the current or former employee or the Labor
Commissioner may recover a penalty of seven hundred fifty dollars (\$750)
from the employer.

19 (l) A current or former employee may also bring an action for injunctive
20 relief to obtain compliance with this section, and may recover costs and
reasonable attorney’s fees in such an action. ...

21 46. As discussed above, Plaintiff sent Defendants numerous requests for copies of her
22 personnel records. The First Request was sent on May 27, 2021 and the Second Request was sent
23 on July 7, 2021. To date, however, Plaintiff has yet to receive copies of her personnel records from
24 Defendants.

25 47. Due to their failure to provide Plaintiff with copies of her personnel records upon
26 request, Defendants violated Labor Code § 1198.5.

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FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE TIME AND WAGE RECORDS UPON REQUEST
[Cal. Labor Code § 226]
On behalf of Plaintiff and the Class Against All Defendants

48. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

49. Labor Code § 226 provides that:

(a) An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, "copy" includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.

(b) An employer that is required by this code or any regulation adopted pursuant to this code to keep the information required by subdivision (a) shall afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer. The employer may take reasonable steps to ensure the identity of a current or former employee. If the employer provides copies of the records, the actual cost of reproduction may be charged to the current or former employee.

1 (c) An employer who receives a written or oral request to inspect or
2 receive a copy of records pursuant to subdivision (b) pertaining to a
3 current or former employee shall comply with the request as soon as
4 practicable, but no later than 21 calendar days from the date of the request.
5 A violation of this subdivision is an infraction. Impossibility of
6 performance, not caused by or a result of a violation of law, shall be an
affirmative defense for an employer in any action alleging a violation of
this subdivision. An employer may designate the person to whom a
request under this subdivision will be made. ...

7 (f) A failure by an employer to permit a current or former employee to
8 inspect or receive a copy of records within the time set forth in subdivision
9 (c) entitles the current or former employee or the Labor Commissioner to
recover a seven-hundred-fifty-dollar (\$750) penalty from the employer. ...

10 50. As discussed above, Plaintiff sent Defendants numerous requests for copies of her
11 time and wage records. The First Request was sent on May 27, 2021 and the Second Request was
12 sent on July 7, 2021. To date, however, Plaintiff has yet to receive copies of her time and wage
13 records from Defendants.

14 51. Due to their failure to provide Plaintiff with copies of her time and wage records
15 upon request, Defendants violated Labor Code § 226.

16
17 **FIFTH CAUSE OF ACTION**
18 **UNFAIR COMPETITION LAW VIOLATIONS**
(BUS. & PROF. CODE § 17200, ET SEQ.)
19 **On Behalf of Plaintiff and the Class Against All Defendants**

20 52. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
21 in the preceding paragraphs.

22 53. Section 17200 of the California Business & Professions Code prohibits any
23 unlawful, unfair, or fraudulent business practices. Business & Professions Code § 17204 allows
24 “any person who has suffered injury in fact and has lost money or property” to prosecute a civil
25 action for violation of the UCL. Such a person may bring such an action on behalf of himself and
26 others similarly situated who are affected by the unlawful, unfair, or fraudulent business practice.

27 54. Under section 17208 of the California Business and Professions Code, the statute of
28 limitations for a claim under Section 17200 is four years. Accordingly, the actionable period for

1 this cause of action is four years prior to the filing of this Complaint through the present, and on-
2 going until the violations are corrected, or the Class is certified.

3 55. Section 90.5(a) of the Labor Code states that it is the public policy of California to
4 enforce vigorously minimum labor standards in order to ensure employees are not required to work
5 under substandard and unlawful conditions, and to protect employers who comply with the law
6 from those who attempt to gain competitive advantage at the expense of their workers by failing to
7 comply with minimum labor standards.

8 56. As a direct and proximate result of Defendants' unlawful business practices,
9 Plaintiff and the Class Members have suffered economic injuries. Defendants have profited from
10 its unlawful, unfair, and/or fraudulent acts and practices.

11 57. Plaintiff and similarly situated Class Members are entitled to monetary relief
12 pursuant to Business & Professions Code §§ 17203 and 17208 for all unpaid vacation time wages
13 and all wages owed upon termination, due and interest thereon, from at least four years prior to the
14 filing of this complaint through to the date of such restitution, at rates specified by law.
15 Defendants should be required to disgorge all the profits and gains it has reaped and restore such
16 profits and gains to Plaintiff and Class Members, from whom they were unlawfully taken.

17 58. Through its actions alleged herein, Defendants have engaged in unfair competition
18 within the meaning of section 17200 of the California Business & Professions Code, because
19 Defendants' conduct, as herein alleged has damaged Plaintiff and the Class Members by
20 wrongfully denying them vacation time wages and all wages owed upon termination, and
21 wrongfully denying them their personnel and time and wage records upon request, and therefore
22 was substantially injurious to Plaintiff and the Class Members.

23 59. Defendants engaged in unfair competition in violation of sections 17200 et seq. of
24 the California Business & Professions Code by violating Labor Code Sections 201-203, 226,
25 227.3, 1198.5, and IWC Wager Order No. 4.

26 60. Defendants' course of conduct, act and practice in violation of the California laws
27 mentioned above constitute independent violations of sections 17200 et seq. of the California
28

Business and Professions Code.

61. Plaintiff and similarly situated Class Members are entitled to enforce all applicable penalty provisions of the Labor Code pursuant to Business & Professions Code § 17202.

62. Plaintiff has assumed the responsibility of enforcement of the laws and public policies specified herein by suing on behalf of themselves and other similarly situated Class Members previously or presently employed by Defendants in California. Plaintiff's success in this action will enforce important rights affecting the public interest. Plaintiff will incur a financial burden in pursuing this action in the public interest. Therefore, an award of reasonable attorneys' fees to Plaintiff is appropriate pursuant to Code of Civil Procedure §1021.5, and Labor Code § 1194.

SIXTH CAUSE OF ACTION
VIOLATIONS OF THE PRIVATE ATTORNEY GENERALS ACT OF 2004
[Labor Code § 2698, et seq.]
On Behalf of Plaintiff and the Class Against All Defendants

63. Plaintiff, on behalf of herself and all aggrieved employees, realleges and incorporates by reference all previous paragraphs.

64. Based on the above allegations incorporated by reference, Defendants have violated Labor Code §§ 201-203, 226, 227.3, 1198.5, and IWC Wager Order No. 4.

65. Under Labor Code §§ 2699(f)(2) and 2699.5, for each such violation, Plaintiff and all other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

\$100 for the initial violation per employee per pay period; and

\$200 for each subsequent violation per employee per pay period.

These penalties shall be allocated seventy-five percent (75%) to the Labor and Workforce Development Agency (LWDA) and twenty-five percent (25%) to the affected employees. These penalties may be stacked separately for each of Defendants violations of the California Labor Code. *See e.g. Hernandez v. Towne Park, Ltd.*, No. CV 12-02972 MMM (JCGx) 2012 U.S.Dist. LEXIS 86975, at *59, fn. 77 (C.D.Cal. June 22, 2012) (holding that although the plaintiff did not seek stacked PAGA penalties, that "PAGA penalties can be 'stacked,' i.e., multiple PAGA

penalties can be assessed for the same pay period for different Labor Code violations.”); *See Lopez v. Friant & Assocs., LLC*, No. A148849, 2017 Cal. App. LEXIS 839, at *1 (Ct. App. Sep. 26, 2017) (“hold[ing] a plaintiff seeking civil penalties under PAGA for a violation of Labor Code section 226(a) does not have to satisfy the ‘injury’ and ‘knowing and intentional’ requirements of section 226(e)(1) and acknowledging that a Plaintiff could recover separately under PAGA for violations of Labor Code §§ 226(a) and 226(e)); *accord Schiller v. David's Bridal, Inc.*, No. 1:10-cv-00616 AWI SKO) 2010 U.S. Dist. LEXIS 81128, at *17 (E.D. Cal. July 14, 2010); *Pulera v. F & B, Inc.*, No. 2:08-cv-00275-MCE-DAD, 2008 U.S. Dist. LEXIS 72659, 2008 WL 3863489, at *2-3 (E.D. Cal. Aug. 19, 2008); *Smith v. Brinker Intern, Inc.*, No. C 10-0213 VRW, 2010 U.S. Dist. LEXIS 54110, 2010 WL 1838726, at * 2-6 (N.D. Cal. May 5, 2010).

66. Pursuant to Labor Code § 2699.3 (a), on November 16, 2021, Plaintiff gave written notice by certified mail to Defendant, and to the LWDA of her claims for violations of Labor Code §§ 201-203, 226, 227.3, 1198.5, and IWC Wager Order No. 4, and theories supporting these claims as alleged herein. As of the date of this Complaint, the LWDA has not responded to Plaintiff’s PAGA letter. Accordingly, Plaintiff has fulfilled all administrative prerequisites to the filing and pursuit of her PAGA claims on herself and all other current and former Aggrieved Employees of Defendant.

67. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code § 2699, et seq. because of Defendants’ violation of Labor Code §§ 201-203, 226, 227.3, 1198.5, and IWC Wager Order No. 4.

JURY DEMAND

68. Plaintiff hereby demands trial by jury of her and the Class’s claims against Defendants.

PRAYER FOR RELIEF

Wherefore, Plaintiff, on behalf of herself and the members of the Class, pray for judgment against Defendants as follows:

1. An Order that this action may proceed and be maintained as a class action;
2. On the First Cause of Action:

1 a. A declaratory judgment that Defendants violated California Labor Code §§
2 201 through 203;

3 b. Pursuant to Cal. Labor Code §§ 201 through 203, an award to Plaintiff and
4 the Waiting Time Penalty Subclass members for waiting time penalties in the amount of 30 days'
5 wages per waiting time penalty subclass Class Member.

6 3. On the Second Cause of Action

7 a. A declaratory judgment that Defendants violated California Labor Code §
8 227.3;

9 b. An award to Plaintiff and the Class Members for all vacation time wages
10 due them during the Class Period;

11 4. On the Third Cause of Action

12 a. A declaratory judgment that Defendants violated California Labor Code
13 §1198.5 by failing to provide Plaintiff and the Class their personnel records upon request;

14 b. A judgment ordering Defendants to provide Plaintiff and the Class their
15 personnel records upon request;

16 5. On the Fourth Cause of Action:

17 a. A declaratory judgment that Defendants violated California Labor Code
18 §226 by failing to provide Plaintiff and the Class their time and wage records upon request;

19 b. A judgment ordering Defendants to provide Plaintiff and the Class their
20 time and wage records upon request;

21 6. On the Fifth Cause of Action:

22 a. That the Court find and declare that Defendants have violated the UCL and
23 committed unfair and unlawful business practices by failing to pay Plaintiff and Class Members on
24 a separate and hourly basis for all vacation time wages and all wages due upon termination, and by
25 failing to provide personnel and time and wage records upon request;

26 b. Restitution, including, but not limited to, the relief permitted by sections §§
27 201-203, 226, 227.3, 1198.5 of the California Labor Code (i.e., unpaid vacation time wages,
28

1 unpaid wages due upon termination, and failure to provide personnel and time and wage records
2 upon request during the Class Period), as well as a disgorgement of all profits associated with
3 Defendants' unlawful policies as described above;

4 7. On the Sixth Cause of Action:

5 a. For penalties and other relief allowable under Labor Code § 2699, *et seq.* for
6 Plaintiff and all aggrieved employees because of Defendants' violation of Labor Code §§ 201-203,
7 226, 227.3, 1198.5, and IWC Wager Order No. 4;

8 b. A civil penalty against Defendants in the amount of \$100 for the initial
9 violation and \$200 for each subsequent violation as specified in section 2699(f)(2) of the
10 California Labor Code for Plaintiff and all aggrieved employees for each and every pay period
11 during that occurred between November 16, 2020 through trial;

12 c. A civil penalty against Defendants, pursuant to Labor Code § 1197.1 for the
13 initial violation that is intentionally committed, in the amount of one hundred dollars (\$100) for
14 each underpaid employee for each pay period for which the employee is underpaid and for each
15 subsequent violation, two hundred fifty dollars (\$200) for each underpaid employee for each pay
16 period for which the employee is underpaid regardless of whether the initial violation was
17 intentionally committed, for Plaintiff and all aggrieved employees for each and every payperiod
18 during that occurred between November 16, 2020 through trial;

19 d. An award of reasonable attorney's fees against Defendants as specified in
20 Labor Code § 2699(g)(1), for all the work performed by the undersigned counsel in connection
21 with the PAGA claims;

22 e. An award of all costs incurred by the undersigned counsel for Plaintiff in
23 connection with Plaintiff's and the aggrieved employees' claims against Defendants as provided
24 for in Labor Code § 2699(g)(1);

25 8. All other relief as this Court deems proper.
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1 Dated: February 1, 2022

Respectfully,

2 POTTER HANDY LLP.

3
4 *James Treglio*

5 By: James M. Treglio
6 Counsel for Plaintiff and the Putative Class
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

James M. Treglio (SBN 228077)

Potter Handy, LLP

8033 Linda Vista Rd, Suite 200, San Diego, CA 92111

TELEPHONE NO.: (858) 375-7385

FAX NO. (Optional): 888-422-5191

ATTORNEY FOR (Name): Plaintiff, Patricia Ellis

FOR COURT USE ONLY

Electronically
FILEDby Superior Court of California, County of San Mateo
ON 2/4/2022By /s/ Una Finau
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO

STREET ADDRESS: 400 County Center,

MAILING ADDRESS:

CITY AND ZIP CODE: Redwood City, CA 94063

BRANCH NAME: Southern Branch

CASE NAME:

Ellis v. Citibank, N.A., 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: 22-CIV-00430

JUDGE:

DEPT.:

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

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

Auto Tort

☐ Auto (22)

☐ Uninsured motorist (46)

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

☐ Asbestos (04)

☐ Product liability (24)

☐ Medical malpractice (45)

Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)

☐ Civil rights (08)

☐ Defamation (13)

☐ Fraud (16)

☐ Intellectual property (19)

☐ Professional negligence (25)

☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)

☒ Other employment (15)

Contract

☐ Breach of contract/warranty (06)

☐ Rule 3.740 collections (09)

☐ Other collections (09)

☐ Insurance coverage (18)

☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse
condemnation (14)

☐ Wrongful eviction (33)

☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)

☐ Residential (32)

☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)

☐ Petition re: arbitration award (11)

☐ Writ of mandate (02)

☐ Other judicial review (39)

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

☐ Antitrust/Trade regulation (03)

☐ Construction defect (10)

☐ Mass tort (40)

☐ Securities litigation (28)

☐ Environmental/Toxic tort (30)

☐ Insurance coverage claims arising from the
above listed provisionally complex case
types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)

☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)

☐ Other petition (not specified above) (43)

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): 6 - Violations of Cal. Labor Code §§ 201-203, 226, 227.3, and 1198.5, 2699, IWC WO 4, UCL

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: January 21, 2022

James M. Treglio

(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