

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: RMP SAFETY SERVICES INC., a
(AVISO AL DEMANDADO): California corporation, and DOES 1
 through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF: DOMINIQUE MITCHELL, on
(LO ESTÁ DEMANDANDO EL DEMANDANTE): behalf of herself and
 on behalf of all similarly situated individuals

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

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN BERNARDINO
 SAN BERNARDINO DISTRICT

MAR 24 2022

BY Anthony Martinez
 ANTHONY MARTINEZ, DEPUTY

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):

Superior Court of California, County of San Bernardino
 247 West Third Street
 San Bernardino, California 92415-0210

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Alex P. Katofsky, Esq. #202754
 (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Gaines & Gaines, APLC

27200 Agoura Road, Suite 101, Calabasas, CA 91301

818-703-8985

DATE:

MAR 24 2022

(Fecha)

Clerk, by

(Secretario)

, 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)).

CASE NUMBER:
 (Número del Caso):

CIV SB 2204808

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

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

3. ☐ on behalf of (specify):

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

4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address):
Alex P. Katofsky, Esq. SBN: 202754
Gaines & Gaines, APLC
27200 Agoura Road, Suite 101, Calabasas, CA 91301
TELEPHONE NO.: 818-703-8985 FAX NO. (Optional): 818-703-8984
E-MAIL ADDRESS: alex@gaineslawfirm.com
ATTORNEY FOR (Name): Plaintiff, Dominique Mitchell

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 23 2022

BY Anthony Martinez
ANTHONY MARTINEZ, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

STREET ADDRESS: 247 West Third Street
MAILING ADDRESS: 247 West Third Street
CITY AND ZIP CODE: San Bernardino, 92415-0210
BRANCH NAME: San Bernardino District - Civil Division

CASE NAME: Mitchell v. RMP Safety Services Inc., et al.

CIVIL CASE COVER SHEET

☒ **Unlimited** (Amount demanded exceeds \$25,000)
☐ **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

☐ Counter ☐ Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

CIV SB 2204808

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): Seven (7)

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: 2/23/22

Alex P. Katofsky, Esq.

(TYPE OR PRINT NAME)

Alex P. Katofsky

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 23 2022

BY Anthony Martinez
ANTHONY MARTINEZ, DEPUTY

Attorneys for Plaintiff Dominique Mitchell, on behalf of herself and on behalf of all similarly situated individuals

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CIV SB 2204808

DOMINIQUE MITCHELL, on behalf of
herself and on behalf of all similarly situated
individuals,

Plaintiff,

v.

RMP SAFETY SERVICES INC., a California
corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO:

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR:**

**1. FAILURE TO PAY ALL WAGES DUE
(LABOR CODE §§ 510 AND 1194)**

**2. FAILURE TO PROVIDE MEAL
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE §§ 226.7, 512,
1174, 1174.5 AND 1198; IWC WAGE
ORDER 16-2001)**

**3. FAILURE TO PROVIDE REST
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE § 226.7; IWC
WAGE ORDER 16-2001)**

**4. KNOWING AND INTENTIONAL
FAILURE TO COMPLY WITH
ITEMIZED EMPLOYEE WAGE
STATEMENT PROVISIONS (LABOR
CODE § 226(a))**

**5. FAILURE TO TIMELY PAY WAGES
DUE AT SEPARATION OF
EMPLOYMENT (LABOR CODE §§ 201-
203)**

**6. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200**

**7. PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201-202, 212, 226(a),
226.7, 510, 512, 1174, 1174.5, 1194, AND**

1198 AND PURSUANT TO LABOR CODE
§ 2699(a) FOR VIOLATIONS OF LABOR
CODE §§ 225.5, 226.3 AND 558

DEMAND FOR JURY TRIAL

Plaintiff DOMINIQUE MITCHELL ("Plaintiff"), on behalf of herself, all similarly situated individuals (the "Class" or "Plaintiff's Class"), and on behalf of the general public, and as an "aggrieved employee" under the Labor Code Private Attorneys General Act of 2004 ("PAGA") complains of Defendants, and each of them, as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and the Class of individuals described in detail below against Defendant RMP SAFETY SERVICES, INC., a California corporation, and/or any subsidiaries or affiliated companies (hereinafter collectively referred to as "Defendants") within the State of California.

2. For at least four (4) years prior to the filing of this action and continuing to the present (the "liability period"), Defendants have had a consistent policy of failing to pay all wages due, including applicable prevailing wages; failing to provide legally compliant meal and rest periods, or compensation in lieu thereof; failing to issue accurately itemized wage statements; failing to issue wages payable by an instrument on demand and without discount; and failing to timely pay all wages due upon separation of employment.

3. Plaintiff, on behalf of herself and members of the Class, brings this action pursuant to Labor Code §§ 201, 202, 203, 212, 225.5, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, and 1198 seeking compensation for all unpaid wages, unpaid meal and rest period premium wages, civil and statutory penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

4. Plaintiff, on behalf of herself and Class Members, pursuant to Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure to pay all wages due.

5. Plaintiff, on behalf of herself and all aggrieved employees pursuant to Labor Code §§ 2698 *et seq.*, seeks penalties for Defendants' various violations of the California Labor Code.

6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff and members of the Class in San Bernardino County, California.

II.

PARTIES

A. Plaintiff

7. Plaintiff DOMINIQUE MITCHELL was employed by Defendants from October 9, 2021 to October 19, 2021 as a non-exempt employee and performed work for Defendants in San Bernardino County, California.

8. During her work with Defendants, Plaintiff was:

- a. Willfully denied all wages due, including all applicable prevailing wages;
- b. Willfully denied all meal and rest periods or compensation in lieu thereof;
- c. Willfully denied accurately itemized wage statements;
- d. Denied the timely payment of all wages upon separation of her employment;
and
- e. Issued wages not payable by an instrument on demand and without discount.

B. Defendants

9. Defendant RMP SAFETY SERVICES, INC., is a California corporation. that employed Plaintiff and Class Members in San Bernardino County, California.

10. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, 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.

11. 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.

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

III.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action on behalf of herself, and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the following class composed of and defined as follows:

THE CLASS

All persons employed as a non-exempt employee by Defendants in California at any time since the date four years preceding the filing of this Action.

14. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or modify this class description with greater specificity or further division into subclasses or limitation to particular issues.

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

A. Numerosity

16. The potential members of the Class as defined are so numerous that joinder of all class members is impracticable. While the precise number of members of the Class has not been ascertained at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently employ, and during the relevant time periods employed, over 50 persons in the State of California who fall within the Class definition.

1 17. Accounting for employee turnover during the relevant period necessarily increases this
2 number. Plaintiff alleges Defendants' employment records would provide information as to the
3 number and location of members of the Class. Joinder of members of the Class is not practicable.

4 **B. Commonality**

5 18. There are questions of law and fact common to the Class that predominate over any
6 questions affecting only individual class members. These common questions of law and fact include,
7 without limitation:

- 8 a. Whether Defendants failed to pay all wages due, including applicable
9 prevailing wages, to Plaintiff and Class Members, in violation of Labor Code
10 §§ 510 and 1194;
- 11 b. Whether Defendants failed to properly provide meal periods, or compensation
12 in lieu thereof to Plaintiff and Class Members, in violation of Labor Code §§
13 226.7, 512, 1174, 1174.5 and 1198, and IWC Wage Order 16-2001;
- 14 c. Whether Defendants failed to properly provide rest periods, or compensation
15 in lieu thereof to Plaintiff and Class Members, in violation of Labor Code §§
16 226.7, and IWC Wage Order 16-2001;
- 17 e. Whether Defendants knowingly and intentionally failed to provide Plaintiff
18 and Class Members with accurately itemized wage statements, in accordance
19 with Labor Code §§ 226(a) and (e);
- 20 f. Whether Defendants failed to timely Plaintiff and pay members of the Class
21 all wages due and owing at the separation of their employment, in violation of
22 Labor Code §§ 201-203; and
- 23 g. Whether Plaintiff and members of the Class are entitled to equitable relief
24 pursuant to Business & Professions Code § 17200 *et seq.*

25 **C. Typicality**

26 19. The claims of the named Plaintiff are typical of the claims of members of the Class.
27 Plaintiff and members of the Class sustained injuries and damages arising out of and caused by
28

Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

20. Plaintiff will fairly and adequately represent and protect the interests of members of the Class. Counsel who represents Plaintiff are competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

21. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed members of the Class is not practicable, and questions of law and fact common to the proposed Class predominate over any questions affecting only individual members of the proposed Class. Each member of the proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

22. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PAY ALL WAGES DUE

(LABOR CODE §§ 510 AND 1194)

23. Plaintiff incorporates paragraphs 1 through 22 of this Complaint as though fully set forth herein.

24. During the liability period, Defendants failed to pay Plaintiff and Class Members all wages due, in violation of Labor Code §§ 510 and 1194. Plaintiff and Class Members were assigned to projects that were subject to a prevailing wage, however, this prevailing wage was not paid, and a lesser wage was paid to Plaintiff or Class Members. This violates Labor Code §§ 510 and 1194.

25. As a result of the unlawful acts of Defendants in willfully failing to pay all wages due, Plaintiff and Class Members have been deprived of wages in amounts to be determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys' fees, and costs pursuant to Labor Code § 1194.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

V.

SECOND CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

**FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF
(LABOR CODE §§ 226.7, 512, 1174, 1174.5 AND 1198 AND IWC WAGE ORDER 16-2001)**

26. Plaintiff incorporates paragraphs 1 through 25 of this Complaint as though fully set forth herein.

27. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7 and 512 and IWC Wage Order 16-2001.

28. Plaintiff and Class Members were routinely denied, and not authorized to take, an uninterrupted, 30-minute meal period for every shift worked that exceeded five hours in duration, and a second meal period when they worked shifts greater than ten hours, but were not paid premium wages of one hour's pay for each missed meal period. When Plaintiff and Class Members did receive meal periods, they would typically be late (commencing after the fifth hour of work), short (less than 30 minutes in duration), or employees were prohibited from leaving, and affirmatively required to remain at Defendants' premises, thereby subjecting them to Defendants' control during their meal periods and entitling them to premium meal period wages, which they were not paid. This violates Labor Code §§ 226.7 and 512, and IWC Wage Order 16-2001. Defendants also failed to maintain accurate records indicating the start and end times for meal periods. This violates Labor Code §§ 226.7, 512, 1174, 1174.5, and 1198 and IWC Wage Order 16-2001.

///

///

29. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 16-2001, Plaintiff seeks the payment of all unpaid meal period compensation that Class Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the class she seeks to represent request relief as described below.

VI.

THIRD CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF
(LABOR CODE §§ 226.7 AND IWC WAGE ORDER 16-2001)

30. Plaintiff incorporates paragraphs 1 through 29 of this Complaint as though fully set forth herein.

31. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and IWC Wage Order 16-2001.

32. Plaintiff and Class Members were routinely not authorized and unable to take an off-duty, 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. When rest periods were provided (which happened rarely, if ever), they were often cut short. Plaintiff and Class Members were also prohibited from leaving Defendants' premises while on their rest periods, thereby improperly subjecting them to Defendants' control during their rest periods. This violates Labor Code § 226.7 and IWC Wage Order 16-2001.

33. Pursuant to Labor Code § 226.7 and IWC Wage Order 16-2001, Plaintiff seeks the payment of all rest period compensation which she and Class Members are owed, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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VII.
FOURTH CAUSE OF ACTION
PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS
KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED
EMPLOYEE WAGE STATEMENT PROVISIONS
(LABOR CODE § 226(a))

34. Plaintiff incorporates paragraphs 1 through 33 of this Complaint as though fully set forth herein.

35. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (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 (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. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

36. Defendants failed to issue Plaintiff and Class Members wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Plaintiff and Class Members were not paid all wages due, including applicable prevailing wages, and all premium wages due for unauthorized meal and rest periods, as stated above. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(9).

37. As a consequence of Defendants' willful conduct in failing to provide Class Members with accurate itemized wage statements, Plaintiff and Class Members have been injured because they have not been paid all wages due and were issued wage statements which do not reflect, and fail to state, all information required by Labor Code § 226(a). The missing information cannot be discerned at all from the face of the wage statements themselves. Plaintiff and Class Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per employee, and are entitled to an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h).

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

VIII.

FIFTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO TIMELY PAY WAGES DUE AT

SEPARATION OF EMPLOYMENT

(LABOR CODE §§ 201-203)

38. Plaintiff incorporates paragraphs 1 through 37 of this Complaint as though fully set forth herein.

39. California Labor Code § 201 and § 202 require Defendants to pay employees all wages due within 72 hours after resignation of employment or the day of termination of employment. Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must, as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

40. Defendants paid Plaintiff and Class Members their final wages beyond the time frames set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203. Plaintiff and Class Members were not paid all wages due and owing throughout the course of their employment, including all wages due and premium wages for missed and denied meal and rest periods, as detailed

1 above. Consequently, at the time of their separation from employment with Defendants, they were
2 not paid all final wages due and owing for the entirety of their employment.

3 41. Separately, when Plaintiff ended her employment with Defendants, she was not
4 provided her final wages within 72 hours. Instead, Defendants issued Plaintiff's final paycheck more
5 than 72 hours after her last date of employment, in violation of Labor Code § 201. Plaintiff alleges
6 that Defendants untimely compensates all of their former employees at the separation of their
7 employment.

8 42. More than 30 days have passed since Plaintiff and Class Members have left
9 Defendants' employ.

10 43. As a consequence of Defendants' willful conduct in not paying wages owed timely
11 upon separation of employment, Plaintiff and Class Members are entitled to up to 30 days' wages as
12 a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of
13 employment.

14 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

15 **IX.**

16 **SIXTH CAUSE OF ACTION**

17 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

18 **UNFAIR COMPETITION PURSUANT TO**

19 **BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

20 44. Plaintiff incorporates paragraphs 1 through 43 of this Complaint as though fully set
21 forth herein.

22 45. This is a Class Action for Unfair Business Practices. Plaintiff, on her own behalf and
23 on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant
24 to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this
25 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public,
26 and members of the Class. Plaintiff seeks to enforce important rights affecting the public interest
27 within the meaning of Code of Civil Procedure § 1021.5.

28 \\\

1 46. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
2 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
3 appropriate equitable relief.

4 47. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
5 practices.

6 48. Wage and hour laws express fundamental public policies. Properly providing
7 employees with all wages due is a fundamental public policy of this State and of the United States.
8 Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor
9 standards, to ensure that employees are not required or permitted to work under substandard and
10 unlawful conditions, and to protect law-abiding employers and its employees from competitors who
11 lower their costs by failing to comply with minimum labor standards.

12 49. Defendants have violated statutes and public policies. Through the conduct alleged
13 in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
14 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
15 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff,
16 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
17 guaranteed to all employees under law.

18 50. Defendants’ conduct, as alleged herein, constitutes unfair competition in violation of
19 §17200 *et seq.* of the Business & Professions Code.

20 51. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
21 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
22 17200 *et seq.* of the Business & Professions Code.

23 52. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others
24 similarly situated have been damaged in a sum as may be proven.

25 53. Unless restrained by this Court, Defendants will continue to engage in the unlawful
26 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court
27 should make such orders or judgments, including the appointment of a receiver, as may be necessary
28 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or

1 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
2 to, disgorgement of profits which may be necessary to restore Plaintiff and members of the Class to
3 the money Defendants have unlawfully failed to pay.

4 X.

5 SEVENTH CAUSE OF ACTION

6 PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS

7 PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF

8 LABOR CODE §§ 201-202, 212, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194 AND 1198 AND

9 PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 225.5,

10 226.3 AND 558

11 54. Plaintiff incorporates paragraphs 1 through 53 of this Complaint as though fully set
12 forth herein.

13 55. As a result of the acts alleged above, including the Labor Code violations set forth
14 herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.*

15 56. Further, Defendants issue their employees' wages by paychecks drawn on an account
16 at Wells Fargo Bank. Because Plaintiff did not have a bank account with Wells Fargo Bank, she was
17 forced to incur check cashing fees at Wells Fargo Bank to obtain her wages (Wells Fargo Bank
18 charged fees for non-account holders to cash their paychecks). No business address was present on
19 the paychecks where they can be cashed without a fee. No alternative was offered that enabled her to
20 avoid a charge to cash her paycheck and obtain all her wages. Because Defendants offered no method
21 by which Plaintiff could receive all the wages from her paycheck on demand, without paying any fee,
22 it is alleged that this practice violates Labor Code § 212, requiring that wages be issued by an
23 instrument payable on demand, "without discount." Labor Code § 225.5 provides for penalties
24 resulting from Labor Code § 212 violations. This violation is alleged on behalf of Plaintiff and all
25 other California employees.

26 57. For each such violation, Plaintiff and all other aggrieved employees are entitled to
27 penalties in an amount to be shown at the time of trial subject to the following formula:

28 \\\

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201-202, 212, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194 and 1198; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 225.5, 226.3 and 558.

58. Penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

59. On December 15, 2021, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of December 15, 2021. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the aggrieved employees she seeks to represent request relief as described below.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages pursuant to Labor Code § 1194 in the amount of all unpaid wages due to Plaintiff and Class Members;
2. For compensatory damages in the amount of one hour of wages for each day on which a meal and/or rest period was not properly provided to Plaintiff and Class Members, pursuant to Labor Code § 226.7 and 512;
3. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
4. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class Members;
5. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h) and 2699(g)(1) and other applicable law;
6. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other

1 Aggrieved Employees;

2 7. An award of attorneys' fees pursuant to Labor Code §§ 226(h) and 2699(g)(1) and
3 other applicable law;

4 8. An award of prejudgment and post-judgment interest; and

5 9. Such other and further relief as this Court may deem just and proper.

6
7 Dated: February 23, 2022

Respectfully submitted,

8 GAINES & GAINES
9 A Professional Law Corporation

10
11 By: Evan S. Gaines
12 DANIEL F. GAINES
13 EVAN S. GAINES
Attorney for Plaintiff

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

16 Dated: February 23, 2022

Respectfully submitted,

17 GAINES & GAINES
18 A Professional Law Corporation

19
20 By: Evan S. Gaines
21 DANIEL F. GAINES
22 EVAN S. GAINES
23 Attorney for Plaintiff
24
25
26
27
28

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

Dominique Mitchell

Case No.: **CIV SB 2204808**

VS.

CERTIFICATE OF ASSIGNMENT

RMP Safety Services Inc.

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the San Bernardino District of the Superior Court under Rule 131 and General Order of this court for the checked reason:

☒ General

☐ Collection

Nature of Action

Ground

- | | |
|---|---|
| ☐ 1. Adoption | Petitioner resides within the district |
| ☐ 2. Conservator | Petitioner or conservatee resides within the district. |
| ☐ 3. Contract | Performance in the district is expressly provided for. |
| ☐ 4. Equity | The cause of action arose within the district. |
| ☐ 5. Eminent Domain | The property is located within the district. |
| ☐ 6. Family Law | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ 7. Guardianship | Petitioner or ward resides within the district or has property within the district. |
| ☐ 8. Harassment | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ 9. Mandate | The defendant functions wholly within the district. |
| ☐ 10. Name Change | The petitioner resides within the district. |
| ☐ 11. Personal Injury | The injury occurred within the district. |
| ☐ 12. Personal Property | The property is located within the district. |
| ☐ 13. Probate | Decedent resided or resides within or had property within the district. |
| ☐ 14. Prohibition | The defendant functions wholly within the district. |
| ☐ 15. Review | The defendant functions wholly within the district. |
| ☐ 16. Title to Real Property | The property is located within the district. |
| ☐ 17. Transferred Action | The lower court is located within the district. |
| ☐ 18. Unlawful Detainer | The property is located within the district. |
| ☐ 19. Domestic Violence | The petitioner, defendant, plaintiff or respondent resides within the district. |
| ☐ 20. Other | |
| ☒ 21. THIS FILING WOULD | NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT |

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designed district is:

RMP Safety Services Inc.

4925 Calico Ct

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

ADDRESS

Rancho Cucamonga
CITY

CA
STATE

91737
ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on 2/23/22 at Calabasas, California.

Alex P. Katofsky
Signature of Attorney/Party

MAR 30 2022

Superior Court of California
County of San Bernardino
247 W. Third Street, Dept. S-26
San Bernardino, CA 92415-0210

BY Alfie Cervantes
ALFIE CERVANTES, DEPUTY

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO, SAN BERNARDINO DISTRICT

MITCHELL

vs.

RMP SAFETY SERVICE

Case No.: CIVSB 2204808

**INITIAL CASE MANAGEMENT
CONFERENCE ORDER**

This case is assigned for all purposes to Judge David Cohn in the Complex Litigation Program, Department S-26, located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino, California, 92415-0210. Telephone numbers for Department S-26 are (909) 521-3519 (Judicial Assistant) and (909) 708-8866 (Court Attendant).

THE INITIAL CASE MANAGEMENT CONFERENCE

An initial Case Management Conference (CMC) is scheduled for JUN 24 2022 at 9:00 a.m. The initial CMC will be conducted remotely, via CourtCall. Contact CourtCall at (888) 882-6878 (www.CourtCall.com) to schedule your appearance. CourtCall may be used for all CMCs, motions, and other hearings. In person attendance is not required except as specifically ordered by the court.

Counsel for all parties are ordered to attend the initial CMC. If there are defendants who have not yet made a general or special appearance, those parties who are presently before the court may jointly request a continuance of the initial CMC to allow additional time for such non-appearing defendants to make their general or special appearances. Such a request should be made by submitting a Stipulation and Proposed Order to the Court, filed directly in Department S-26, no later than five court days before the scheduled hearing.

STAY OF THE PROCEEDINGS

Pending further order of this Court, and except as otherwise provided in this Order, these proceedings are stayed in their entirety. This stay precludes the filing of any amended complaint, answer, demurrer, motion to strike, motion to compel arbitration, or motion challenging the jurisdiction of the Court. Violation of this order may result in the imposition of monetary sanctions.

Each defendant, however, is directed to file a Notice of General Appearance (or Notice of Special Appearance if counsel intends to challenge personal jurisdiction) for purposes of identification of counsel and preparation of a service list. The filing of a Notice of General Appearance is without prejudice to any substantive or procedural challenges to the complaint (including subject matter jurisdiction), without prejudice to

1 any denial or affirmative defense, and without prejudice to the filing of any cross-
2 complaint. The filing of a Notice of Special Appearance is without prejudice to any
3 challenge to the court's exercise of personal jurisdiction. This stay of the proceedings is
4 issued to assist the court and the parties in managing this case through the
5 development of an orderly schedule for briefing and hearings on any procedural or
6 substantive challenges to the complaint and other issues that may assist in the orderly
7 management of this case. This stay shall not preclude the parties from informally
8 exchanging documents and other information that may assist them in their initial
9 evaluation of the issues.
10

11 SERVICE OF THIS ORDER

12
13 **Plaintiffs' counsel is ordered to serve this Order on counsel for each**
14 **defendant, or, if counsel is not known, on each defendant within five days of the**
15 **date of this Order. If the complaint has not been served as the date of this Order,**
16 **counsel for plaintiff is to serve the complaint along with this Order within ten**
17 **days of the date of this Order. Failure to serve this order may result in the**
18 **imposition of monetary sanctions.**
19

20 AGENDA FOR THE INITIAL CASE MANAGEMENT CONFERENCE

21 Counsel for all parties are ordered to meet and confer in person no *later* than
22 fourteen days before the initial CMC to discuss the subjects listed below. Counsel
23 must be fully prepared to discuss these subjects with the court:
24

- 25 1. Any issues of recusal or disqualification;
- 26 2. Any potentially dispositive or important threshold issues of law or fact that, if
27 considered by the court, may simplify or further resolution of the case;
- 28 3. Appropriate mechanisms for Alternative Dispute Resolution;

- 1 4. A plan for the preservation of evidence and a uniform system for the identification
2 of documents to be used throughout the course of this litigation, including
3 discovery and trial;
- 4 5. A discovery plan for the disclosure and production of documents and other
5 discovery, including whether the court should order automatic disclosures,
6 patterned on Federal Rule of Civil Procedure 26(a) or otherwise;
- 7 6. Whether it is advisable to conduct discovery in phases so that information
8 needed to conduct meaningful ADR is obtained early in the case;
- 9 7. Any issues involving the protection of evidence and confidentiality;
- 10 8. The use and selection of an electronic service provider;
- 11 9. The handling of any potential publicity issues;
- 12 10. Any other issues counsel deem appropriate to address with the court.

13 THE JOINT REPORT

14 Counsel are ordered to prepare a Joint Report for the initial CMC, to be filed
15 directly in Department S-26 (not in the Clerk's office), no later than ten days before the
16 conference date. **Separate reports from each party are not allowed. Judicial**
17 **Council form CMC statements are not allowed.** The Joint Report must include the
18 following:
19

- 20 1. Whether the case should or should not be treated as complex;
- 21 2. Whether additional parties are likely to be added and a proposed date by which
22 all parties must be served;
- 23 3. A service list (the service list should identify all primary and secondary counsel,
24 firm names, addresses, telephone numbers, email addresses, and fax numbers
25 for all counsel.)
26
27
28

- 1 4. Whether the court should issue an order requiring electronic service. Counsel
2 should advise the court regarding any preferred web-based electronic service
3 provider;
- 4 5. Whether any issues of jurisdiction or venue exist that might affect this court's
5 ability to proceed with this case.
- 6 6. Whether there are applicable arbitration agreements, and the parties' views on
7 their enforceability;
- 8 7. A list of all related litigation pending in this or other courts (state and federal), a
9 brief description of any such litigation, including the name of the judge assigned
10 to the case, and a statement whether any additional related litigation is
11 anticipated;
- 12 8. A description of the major factual and legal issues in the case. The parties
13 should address any contracts, statutes, or regulations on which claims or
14 defenses are based, or which will require interpretation in adjudicating the claims
15 and defenses;
- 16 9. The parties' tentative views on an ADR mechanism and how such mechanism
17 might be integrated into the course of the litigation;
- 18 10. A discovery plan, including the time need to conduct discovery and whether
19 discovery should be conducted in phases or limited (and, if so, the order of
20 phasing or types of limitations). With respect to the discovery of electronically
21 stored information (ESI), the plan should include:
22
23 a. Identification of the Information Management Systems used by the parties;
24
25
26
27
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- 1 b. The location and custodians of information that is likely to be subject to
2 production (including the identification of network and email servers and
3 hard-drives maintained by custodians);
4
5 c. The types of ESI that will be requested and produced, e.g. data files,
6 emails, etc.;
7
8 d. The format in which ESI will be produced;
9
10 e. Appropriate search criteria for focused requests.
11
12 f. A statement whether the parties will allow their respective IT consultants
13 or employees to participate directly in the meet and confer process.
14
15 11. Whether the parties will stipulate that discovery stays or other stays entered by
16 the court for case management purposes will be excluded in determining the
17 statutory period for bringing the case to trial under Code of Civil Procedure
18 Section 583.310 (the Five Year Rule).
19
20 12. Recommended dates and times for the following:
21
22 a. The next CMC (absent special circumstances, the court typically
23 schedules the next CMC approximately six months out);
24
25 b. A schedule for any contemplated ADR;
26
27 c. A filing deadline (and proposed briefing schedule) for any anticipated
28 non-discovery motions.
29
30 d. With respect to class actions, the parties' tentative views on an
31 appropriate deadline for a class certification motion to be filed.

To the extent the parties are unable to agree on any matter to be addressed in the Joint Report, the positions of each party or of various parties should be set forth separately. The parties are encouraged to propose, either jointly or separately, any

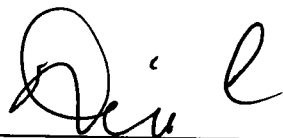
1 approaches to case management that they believe will promote the fair and efficient
2 handling of this case.

3 Any stipulations to continue conferences or other hearings throughout this
4 litigation must be filed with the court directly in Department S-26 (not in the Clerk's
5 office), no later than five court days before the conference or hearing date.
6

7 **INFORMAL DISCOVERY CONFERENCES**

8 Motions concerning discovery cannot be filed without first requesting an informal
9 discovery conference (IDC) with the court. Making a request for an IDC automatically
10 stays the deadline for filing any such motion. IDCs are conducted remotely, via the
11 BlueJeans Video Conferencing program. Attendees will need to download the
12 BlueJeans program (available from the app stores for IOS or Android) to a computer,
13 laptop, tablet, or smartphone. If the device being used does not have camera
14 capability, the BlueJeans application offers an audio-only option. Video appearance at
15 the IDC, however, is encouraged. The Court will provide a link to join the conference at
16 the appointed time. Please provide Department S-26's Judicial Assistant ((909) 521-
17 3519) or Court Attendant ((909) 708-8866) with an e-mail address. No briefing is
18 required for the IDC, but counsel (either jointly or separately) should lodge (not file) a
19 one page statement of the issues in dispute in Department S-26 no later than the day
20 before the IDC.
21
22
23

24
25 Dated: 3/30, 2022.

26
27 
28 _____
David Cohn,
Judge of the Superior Court



**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO**

San Bernardino District
247 West 3rd St
San Bernardino CA 92415
www.sb-court.org
909-708-8678

****Class Action** Mitchell-v- RMP Safety Services, Inc et al**

NOTICE OF FILING FEES DUE

Case Number

CIVSB2204808

GAINES & GAINES, APLC
27200 AGOURA ROAD
STE 101
CALABASAS CA 91301

Pursuant to Senate Bill 1021 enacted on June 27, 2012, you have failed to pay the full amount of filing fees.

This notice is to inform you that the remaining fees of \$ 1000.00 is due to the court on or before 4/14/22 to the above court address.

If a hearing has been set prior to the date the fees are due, you must submit the fees one day prior to the hearing.

Date: 3/24/2022

By:

Anthony Martinez
Anthony Martinez, Deputy Clerk

CERTIFICATE OF SERVICE

I am a Deputy Clerk of the Superior Court for the County of San Bernardino at the above listed address. I am not a party to this action and on the date and place shown below, I served a copy of the above listed notice by:

- ☐ Enclosed in a sealed envelope mailed to the interested party addressed above for collection and mailing this date, following standard Court practices.
- ☐ Enclosed in a sealed envelope, first class postage prepaid in the U.S. mail at the location shown above, mailed to the interested party and addressed as shown above or as shown on the attached listing.
- ☐ A copy of this notice was given to the filing party at the counter.
- ☒ A copy of this notice was placed in the bin located at this office and identified as the location for the above law firm's collection of file stamped documents.

Date of Mailing: 3/24/2022

I declare under penalty of perjury that the forgoing is true and correct.
Executed on 3/24/2022 at San Bernardino

Date: 3/24/2022

By:

Anthony Martinez
Anthony Martinez, Deputy Clerk