

SUMMONS

(CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

LIGHTING INSTYLE, INC., a California corporation; and DOES
1 through 50, inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

AMANDA ROMERO, individually, and on behalf of all others
similarly situated

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 24 2022

Jasmine Padam
BY Jasmine Padam 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 3RD STREET
SAN BERNARDINO, CALIFORNIA 92415

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):

SCOTT ERNEST WHEELER (SBN 187998)
250 WEST FIRST STREET, SUITE 216
CLAREMONT, CALIFORNIA 91711

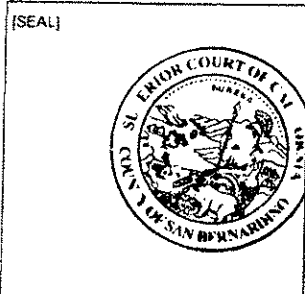
LAW OFFICE OF SCOTT ERNEST WHEELER
TELEPHONE: (909) 621-4988
FACSIMILE: (909) 621-4622

DATE: AUG 24 2022

(Fecha) Clerk, by Jasmine Padam, Deputy
(Secretario) Jasmine Padam (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)).



NOTICE TO THE PERSON SERVED: You are served

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

- ☐ on behalf of (specify):

- under:
- ☐ CCP 416.10 (corporation)
 - ☐ CCP 416.20 (defunct corporation)
 - ☐ CCP 416.40 (association or partnership)
 - ☐ other (specify):

- ☐ CCP 416.60 (minor)
- ☐ CCP 416.70 (conservatee)
- ☐ CCP 416.90 (authorized person)

- ☐ by personal delivery on (date):

CM-010

FOR COURT USE ONLY

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

SCOTT ERNEST WHEELER (SBN 187998)
LAW OFFICE OF SCOTT ERNEST WHEELER
250 WEST FIRST STREET, SUITE 216
CLAREMONT, CALIFORNIA 91711

TELEPHONE NO.: (909) 621-4988

FAX NO. (Optional): (909) 621-4622

E-MAIL ADDRESS: SEW@SCOTTWHEELERLAWOFFICE.COM

ATTORNEY FOR (Name): PLAINTIFF, AMANDA ROMERO

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

JUL 14 2022

BY Jasmine Boland
Jasmine Boland DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

STREET ADDRESS: 247 WEST 3RD STREET

MAILING ADDRESS:

CITY AND ZIP CODE: SAN BERNARDINO, CALIFORNIA 92415

BRANCH NAME: SAN BERNARDINO - CIVIL DIVISION

CASE NAME: AMANDA ROMERO V. LIGHTING INSTYLE, INC.

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 22 15 083

JUDGE:

DEPT.:

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

BY FAX

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 partiesd. ☐ Large number of witnessesb. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolvee. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal courtc. ☒ Substantial amount of documentary evidencef. ☐ Substantial postjudgment judicial supervision3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): ELEVEN CAUSES OF ACTION

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:

Scott Ernest Wheeler

(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 in sanctions).
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

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Email: sew@scottwheelerlawoffice.com

*Attorney for Plaintiff and the Putative Class***FILED**
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT**JUL 14 2022**

BY

Jasmine Bolent
Jasmine Bolent DEPUTY**SUPERIOR COURT OF THE STATE OF CALIFORNIA****COUNTY OF SAN BERNARDINO**AMANDA ROMERO, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

LIGHTING INSTYLE, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **CIV SB 22 15083****CLASS AND REPRESENTATIVE
ACTION COMPLAINT**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Breaks
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay Timely Wages
6. Failure to Pay All Wages Due to Discharged and Quitting Employees
7. Failure to Maintain Required Records
8. Failure to Furnish Accurate Itemized Statements
9. Failure to Reimburse for Business Expenses
10. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION

11. Penalties Under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

INTRODUCTION

1
2 1. This is a class action brought by Amanda Romero (referred to as "Plaintiff"), on
3 behalf of herself and all other similarly situated individuals, against her employer Lighting Instyle,
4 Inc. (referred to as "Lighting"), in order to hold Defendant accountable for its wage theft and other
5 violations of California wage and hour laws. Plaintiff makes the following allegations on
6 information and belief, except as to allegations pertaining to Plaintiff individually, which are
7 based on her respective personal knowledge.

8 2. Lighting is a private, for-profit retailer of indoor and outdoor lighting, recessed
9 lighting, ceiling fans, lamps, chandeliers, light bulbs, energy efficient lighting, LED lighting and
10 other lighting products.

11 3. At all relevant times herein, Defendant has implemented common policies and
12 practices designed to maximize profits at the expense of its non-exempt employees. These
13 policies and practices have resulted in systematic violations of California's wage and hour laws.

14 4. Defendant maximizes profits by cutting labor costs through understaffing, denying
15 meal and rest breaks, unlawfully rounding time worked by its non-exempt employees, cheating its
16 non-exempt employees out of wages and premiums, and related violations of California wage and
17 hour laws. For instance, in order to minimize labor costs, Defendant has implemented unlawful
18 policies with respect to meal and rest breaks. Defendant requires its non-exempt employees to
19 work through meal and rest breaks, and/or take their meal periods and breaks at times after the
20 start of the fifth hour from the beginning of their shifts. As a result, Plaintiff and other non-exempt
21 employees have been denied the ability to take the legally-compliant meal and rest breaks that
22 they were and are entitled to take.

23 5. Plaintiff seeks declaratory, compensatory and other statutorily available relief for
24 herself and a Class of all current and former non-exempt employees of Defendant's during the
25 applicable limitations period to compensate these workers for the wages Defendant has stolen
26 from the Class members and to protect current and future workers from being subjected to similar
27 unlawful working conditions perpetrated by Defendant.
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7. Venue is proper in this judicial district and the County of San Bernardino because Plaintiff, and all other persons similarly situated, performed work for Defendant in the County of San Bernardino, Defendant is located within the County of San Bernardino, and Defendant's illegal payroll policies and practices, which are the subject of this action were applied, at least in part, to Plaintiff, and other persons similarly situated, in the County of San Bernardino.

8. Plaintiff is a resident and citizen of the State of California and a current employee of Defendant. Plaintiff was employed by Defendant starting on January 4, 2021 as an Administrative Assistant for Defendant. Plaintiff was assigned to work at Defendant's store located in Montclair, California.

10. Defendant Lighting is a licensed business, and at all times relevant herein was, a corporation organized and existing under the laws of the State of California.

11. The true names and capacities of DOES 1 through 50, inclusive, are unknown to Plaintiff at this time, and Plaintiff therefore sues such DOE defendants under fictitious names. Upon information and belief, each Defendant designated as a DOE is in some manner highly

1 responsible for the occurrences alleged herein, and Plaintiff and Class members' injuries and
2 damages, as alleged herein, were proximately caused by the conduct of such DOE defendants.
3 Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and
4 capacities of such DOE defendants when ascertained.

5 12. As a direct and proximate result of the unlawful actions of Defendants, and each of
6 them, Plaintiff and Class members have suffered, and continue to suffer, from loss of earnings in
7 amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

8 **CLASS ACTION ALLEGATIONS**

9 13. Pursuant to Cal. Code of Civ. P. § 382, Plaintiff brings this action on behalf of
10 herself and the following Class:

11 All California citizens who performed work for Defendant in California as non-
12 exempt employees during the statute of limitations period.

13 14. Plaintiff reserves the right to name additional Class representatives as may be
14 necessary and appropriate. Plaintiff also reserves the right to modify or amend the definition of
15 the proposed Class and/or add subclasses before the Court determines whether certification is
16 appropriate

17 15. This action is appropriately suited for a class action because:

18 A. The proposed Class is a significant number. Plaintiff is informed and
19 believes that the proposed Class consists of at least forty-five (45) current and former non-exempt
20 employees, rendering joinder impractical.

21 B. This action involves common questions of law and fact to the proposed
22 Class because the action focuses on Defendant's systematic course of illegal payroll practices and
23 policies, which was applied to all non-exempt employees in uniform violation of the California
24 Labor Code, IWC Wage Orders, and the California Business and Professions Code, which
25 prohibits unfair business practices arising from such violations. Here are a few common questions
26 of law and fact that will drive resolution of this action:

27 1. Whether Defendant's failed to provide non-exempt employees with
28 legally compliant meal periods and rest breaks, and whether

1 Defendant's properly paid premium pay as a result of missed and
2 non-compliant meal periods and rest breaks;

- 3 2. Whether Defendant's failed to timely pay wages to non-exempt
4 employees in compliance with California law;
5 3. Whether Defendant's time rounding policy and practice is in
6 violation of California law;
7 4. Whether Defendant's failed to pay overtime and minimum wages to
8 non-exempt employees in compliance with California law;
9 5. Whether Defendant's failed to maintain required records and
10 accurate wage statements for non-exempt employees; and
11 6. Whether Defendant's engaged in unfair and/or unlawful business
12 practices.

13 C. Plaintiff's claims are typical of the proposed Class because Defendant's
14 subjected all of its non-exempt employees to the similar and overlapping violations of the
15 California Labor Code, the applicable IWC wage order, and the California Business and
16 Professions Code.

17 D. Plaintiff is able to fairly and adequately protect the interests of all members
18 of the proposed Class because it is in her best interests to prosecute the claims alleged herein to
19 obtain full compensation due to the proposed Class for all services rendered and hours worked.
20 Plaintiff has also retained counsel that is experienced in wage and hour class action litigation.

21 **FIRST CAUSE OF ACTION**

22 **Failure to Provide Required Meal Periods**

23 **[Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 7-2001, § 11**

24 **And All Other Applicable Wage Orders and Applicable Sections]**

25 ***(On Behalf of Plaintiff and the Class against all Defendants)***

26 16. Plaintiff incorporates herein by specific reference, as though fully set forth, the
27 allegations in paragraphs 1 through 15 (A-D).
28

1 17. During the statute of limitations period, as part of Defendant's unlawful policies
2 and practices to deprive its non-exempt employees of all wages earned and due, Defendant
3 required, permitted or otherwise suffered Plaintiff and Class members to perform work during
4 their meal periods, to completely skip their meal periods, to take late and short meal periods, and
5 Defendant has otherwise failed to provide the required meal periods to Plaintiff and Class
6 members as required under California Labor Code §§ 226.7, 512, and §§11-12 of all applicable
7 IWC Orders.

8 18. Defendant has implemented several common policies and practices that have
9 caused Plaintiff and Class members to systematically miss and otherwise take non-compliant meal
10 periods. For example, Defendant has failed to adequately inform Plaintiff and Class members of
11 their rights to take meal periods under California law. Defendant also understaffed its store such
12 that Plaintiff and Class members are given so much work to complete that they regularly miss or
13 take non-compliant meal periods. Part and parcel with this practice is Defendant's practice of
14 setting unrealistic job expectations for its non-exempt employees. As a result, Plaintiff and Class
15 members have so much work to complete within their scheduled shifts that they are forced to skip
16 their meal periods altogether, to take them after working longer than five (5) hours, to perform
17 work during their meal periods, or return to work after taking less than a thirty (30) minute meal
18 period. Moreover, Defendant failed to implement meal period policies providing for second meal
19 periods for Class members who work ten (10) hours or more.

20 19. Further, Defendant systemically deprived Plaintiff and Class members of the
21 opportunity to take second meal periods even though they regularly work shifts in excess of ten
22 (10) hours.

23 20. Despite work conditions that systematically result in missed and non-compliant
24 meal periods, and in order to keep labor costs down, Defendant has implemented a policy and
25 practice of discouraging payment of meal period premium payments. In short, Defendant has
26 violated California Labor Code §§ 226.7, §§ 11 and 12 of all applicable IWC Wage Orders, and
27 the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to
28 compensate Plaintiff and Class members who were not authorized and permitted to take a

1 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper
2 regular rate of pay for each workday that such a meal period was not authorized or permitted.
3 Defendant further violated California Labor Code sections 226.7, 510, 1194, 1197, and §§ 11 and
4 12 of all applicable IWC Wage Orders by failing to compensate Plaintiff and Class members for
5 all hours worked during their meal periods.

6 21. As a proximate result of the aforementioned violations, Plaintiff and Class
7 members have been damaged in an amount according to proof at trial, and seek all wages earned
8 and due, interest, penalties, expenses, and costs of suit.

9 **SECOND CAUSE OF ACTION**

10 **Failure to Provide Required Rest Breaks**

11 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 7-2001, § 12 And**

12 **All Other Applicable Wage Orders and Applicable Sections]**

13 ***(On Behalf of Plaintiff and the Class against all Defendants)***

14 22. Plaintiff incorporates herein by specific reference, as though fully set forth, the
15 allegations in paragraphs 1 through 21.

16 23. At all times relevant herein, as part of Defendant's illegal policies and practices to
17 deprive its non-exempt employees of all wages earned and due, Defendant failed to permit
18 Plaintiff and Class members to take rest breaks as required under California Labor Code §§ 226.7
19 and 512, and §§ 11-12 of all applicable IWC Wage Orders.

20 24. In addition, the same common policies and practices that deprive Plaintiff and
21 Class members from taking their meal periods, as alleged herein, similarly deprive them of their
22 ability to take their first and second rest breaks. For example, Defendant lacked an adequate
23 policy to provide Plaintiff and Class members with rest breaks, failed to properly inform them of
24 their rights to take rest breaks, and grossly understaffed its facilities such that Plaintiff and Class
25 members were regularly deprived of the ability to take rest breaks.

26 25. Defendant further violated California Labor Code § 226.7, §§ 11-12 of all
27 applicable IWC Wage Orders, and the California Unfair Competition Law, Cal. Bus. & Prof. Code
28 §§ 17200 *et. seq.*, by failing to pay Plaintiff and Class members who were not provided with a rest

1 break, in accordance with the applicable wage order, one additional hour of compensation at the
2 proper regular rate of pay for each workday that a rest break was not provided.

3 26. As a proximate result of the aforementioned violations, Plaintiff and Class
4 members have been damaged in an amount according to proof at trial, and seek all wages earned
5 and due, interest, penalties, expenses, and costs of suit.

6 **THIRD CAUSE OF ACTION**

7 **Failure to Pay Overtime Wages**

8 **[Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 7-2001, § 3**

9 **And All Other Applicable Wages Orders And Sections]**

10 ***(On Behalf of Plaintiffs and the Class against all Defendants)***

11 27. Plaintiff incorporates herein by specific reference, as though fully set forth, the
12 allegations in paragraphs 1 through 26.

13 28. Pursuant to California Labor Code §§ 510, 1194, and § 3 of all applicable wage
14 orders, Defendant is required to compensate Plaintiff and Class members for all overtime, which is
15 calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of
16 eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the
17 seventh consecutive workday, with double time for all hours worked in excess of twelve (12)
18 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
19 consecutive day of work in any workweek.

20 29. During the statute of limitations period, Defendant failed to compensate Plaintiff
21 and Class members for all overtime hours worked as required under the foregoing provisions of
22 the California Labor Code and IWC Wage Orders by, among other methods, failing to pay
23 overtime at one and one-half (1 ½) or double the regular rate of pay as provided by California
24 Labor Code §§ 510, 1194 and IWC Wage Order No. 7-2001, § 3 and all other applicable wage
25 orders, requiring, permitting or suffering Plaintiff and Class members to work off-the-clock, and
26 to work through meal and rest breaks, but not compensating them for this time, illegally and
27 inaccurately recording time in which Plaintiff and Class members worked, and other methods to
28 be discovered.

30. In violation of California law, Defendant has knowingly and willfully refused to perform its obligations to compensate Plaintiff and Class members for all wages earned and all hours worked at the legally required rates of pay. As a proximate result, Plaintiff and Class members have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendant to fully perform their obligations under state law, all to their respective damages in amounts according to proof at time of trial, and within the jurisdiction of this Court.

31. Defendant's conduct described herein violates California Labor Code §§ 510, 1194, 1198 and § 3 of all applicable IWC Wage Orders. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC Wage Orders, Plaintiff and Class members are entitled to recover the unpaid balance of wages owed to them by Defendant, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FOURTH CAUSE OF ACTION

Failure to Pay Minimum Wages

**[Cal. Lab. Code §§ 1194, 1197; IWC Wage Order No. 7-2001,
And § 4 And All Other Applicable Wages Orders And Sections]**
(On Behalf of Plaintiffs and the Class against all Defendants)

32. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 31.

33. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of IWC Wage Order No. 7-2001 and all applicable wage orders and sections, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

34. During the statute of limitations period, the hourly rates for Plaintiffs and Class members were at or slightly above minimum wage. Based on this common practice, Defendant failed to actually pay Plaintiffs and Class members minimum wages for all hours worked by requiring, permitting or suffering Plaintiffs and Class members to work off-the-clock, such as requiring them to work through meal and rest breaks, but not compensating them for this time as

1 Plaintiff and the Class members were required to write down the time of their work shifts on their
2 time cards which did not accurately reflect their actual hours worked, and failing to include this
3 time in all hours worked, unlawfully rounding their time, and other methods to be discovered.

4 35. Defendant's conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and §
5 4 of IWC Wage Order No. 7-2001, and any other applicable IWC Wage Order. As a proximate
6 result of the aforementioned violations, Plaintiff and Class members have been damaged in an
7 amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203,
8 226, 558, 1194, 1197.1, and any other applicable wage orders and law, Plaintiffs and Class
9 members are entitled to recover the unpaid balance of wages owed to them by Defendant, plus
10 interest, penalties, attorneys' fees, expenses, and costs of suit.

11 **FIFTH CAUSE OF ACTION**

12 **Failure to Pay Timely Wages**

13 **[Cal. Lab. Code §§ 204, 210]**

14 ***(On Behalf of Plaintiff and the Class against all Defendants)***

15 36. Plaintiff incorporates herein by specific reference, as though fully set forth, the
16 allegations in paragraphs 1 through 35.

17 37. California Labor Code § 204 provides that all wages earned by any person in any
18 employment between the 1st and 15th days, inclusive, of any calendar month, other than those
19 wages due upon termination of an employee, are due and payable between the 16th and 26th day
20 of the month during which the labor was performed. California Labor Code § 204 further
21 provides that all wages earned by any person in any employment between the 16th and the last
22 day, inclusive, of any calendar month, other than those wages due upon termination of an
23 employee, are due and payable between the 1st and the 10th day of the following month.
24 California Labor Code § 204 further provides that all wages eared for labor in excess of the
25 normal work period shall be paid no later than the payday for the next regular payroll period.

26 38. During the statute of limitations period, Defendant, among other things, willfully
27 failed to pay Plaintiff and Class members all wages earned and due to them, including but not
28

1 limited to, meal and rest break premiums, and payment for work performed off-the-clock, within
2 any time period permissible under Labor Code § 204.

3 39. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
4 Class members are entitled to all available statutory penalties, including but not limited to, civil
5 penalties pursuant to California Labor Code §§ 200, 210, 558, 1194, 1197.1, 2699(a), and other
6 applicable provisions under the California Labor Code and IWC Wage Orders, and an award of
7 costs, expenses, and reasonable attorneys' fees.

8 **SIXTH CAUSE OF ACTION**

9 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

10 **[Cal. Lab. Code §§ 201-203]**

11 ***(On Behalf of Plaintiff and the Class against all Defendants)***

12 40. Plaintiff incorporates herein by specific reference, as though fully set forth, the
13 allegations in paragraphs 1 through 39.

14 41. Pursuant to California Labor Code §§ 201, 202, and 203, Defendant is required to
15 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
16 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
17 at the time of discharge are due and payable immediately.

18 42. Furthermore, pursuant to California Labor Code § 202, Defendant is required to
19 pay all accrued wages due to an employee no later than seventy-two (72) hours after the employee
20 quits his or her employment, unless the employee provided seventy-two (72) hours previous notice
21 of his or her intention to quit, in which case the employee is entitled to his or her wages at the time
22 of quitting.

23 43. California Labor Code § 203 provides that if an employer willfully fails to pay, in
24 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
25 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
26 compensation to the employee at the same rate for up to thirty (30) workdays.

27 44. During the statute of limitations period, Defendant has willfully failed to pay
28 accrued wages and other compensation to Plaintiff and Class members in accordance with

1 California Labor Code §§ 201 and 202. Because Defendant has failed and continues to fail to
2 properly compensate Plaintiff and Class members for all hours worked when due, and
3 compensation for non-compliant meal and rest breaks, Defendant has also willfully failed and
4 continues to fail to pay accrued wages and other compensation to Plaintiff and Class members in
5 accordance with California Labor Code §§ 201 and 202.

6 45. As a result, Plaintiff and Class members are entitled to all available statutory
7 penalties, including the waiting time penalties provided in California Labor Code § 203, together
8 with interest thereon, as well as other available remedies.

9 **SEVENTH CAUSE OF ACTION**

10 **Failure to Maintain Required Records**

11 **[Cal. Lab. Code §§ 226, 1174; IWC Wage Order No. 7-2001, § 7 And**

12 **All Applicable Wage Orders And Sections]**

13 ***(On Behalf of Plaintiff and the Class against all Defendants)***

14 46. Plaintiff incorporates herein by specific reference, as though fully set forth, the
15 allegations in paragraphs 1 through 45.

16 47. During the statute of limitations period, as part of Defendant's illegal payroll
17 policies and practices to deprive Plaintiff and Class members of all wages earned and due,
18 Defendant's knowingly and intentionally failed to maintain records as required under California
19 Labor Code §§ 226, 1174, and §7 of the applicable IWC Wage Orders, including but not limited
20 to, the following records: total daily hours worked by each non-exempt employee; applicable rates
21 of pay; all deductions; meal periods; time records showing when each non-exempt employee
22 begins and ends each workday; records relating to the amount of supplemental COVID-19
23 available and taken by the Class Members; and accurate itemized wage statements.

24 48. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
25 Class members have been damaged in an amount according to proof at trial, and are entitled to all
26 wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are
27 entitled to all available penalties, including but not limited to, penalties pursuant to California
28 Labor Code §§ 226(a) and (e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable

1 attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as
2 well as other available remedies.

3 **EIGHTH CAUSE OF ACTION**

4 **Failure to Furnish Accurate Itemized Wage Statements**

5 **[Cal. Lab. Code §§ 226; IWC Wage Order No. 7-2001, § 7 And**

6 **All Applicable Wage Orders And Sections]**

7 ***(On Behalf of Plaintiff and the Class against all Defendants)***

8 49. Plaintiff incorporates herein by specific reference, as though fully set forth, the
9 allegations in paragraphs 1 through 48.

10 50. During the statute of limitations period, Defendant routinely failed to provide
11 Plaintiff and Class members with timely, accurate, and itemized wage statements in writing
12 showing each employee's gross wages earned, total hours worked, overtime hours worked and
13 paid, all deductions made, net wages earned, and all applicable hourly rates in effect during each
14 pay period and the corresponding number of hours worked at each hourly rate, in violation of
15 California Labor Code § 226 and §§ 6 and 7 of the applicable IWC Wage Orders.

16 51. Defendant's pay stubs violate Labor Code § 226 because Defendant routinely and
17 intentionally fails to provide Plaintiff and Class members with proper meal and rest breaks but
18 fails to include in their wage statements one (1) additional hour of compensation at their regular
19 rates of pay for each non-compliant meal or rest break. In addition, Defendant required Plaintiff
20 and Class members to work off-the-clock without compensation and illegally rounded the time
21 that they worked, rendering the pay stubs incorrect as to time worked, rates of pay and
22 remuneration. Further, Defendant's wage statement failed to provide for the amounts available
23 and amounts taken relating to COVID-19 sick leave and California supplemental COVID-19 sick
24 leave pursuant to Labor Code §248.2. As a result of these violations, Defendant's pay stubs failed
25 to accurately list the compensation owed and due to Plaintiff and Class members.

26 52. Defendant knowingly and intentionally failed to provide Plaintiff and Class
27 members with timely, accurate, and itemized wage statements in accordance with California Labor
28 Code § 226(a) so as to prevent Plaintiff and Class members from being able to determine whether

1 they were being paid for, among other things, all of the hours they worked and at the proper rates
2 of pay.

3 53. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
4 Class members have been damaged in an amount according to proof at trial, and seek all wages
5 earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled to all
6 available penalties, including but not limited to penalties pursuant to California Labor Code §§
7 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees,
8 including but not limited to those provided in California Labor Code § 226(e), as well as other
9 available remedies.

10 **NINTH CAUSE OF ACTION**

11 **Failure to Indemnify for Necessary Expenditures Incurred in Discharge of Duties**

12 **[Cal. Lab. Code § 2802]**

13 ***(On Behalf of Plaintiff and the Class against all Defendants)***

14 54. Plaintiff incorporates herein by specific reference, as though fully set forth, the
15 allegations in paragraphs 1 through 53.

16 55. California Labor Code § 2802(a) requires an employer to indemnify an employee
17 for all necessary expenditures or losses incurred by the employee in direct consequence of the
18 discharge of her his or her duties, or of his or her obedience to the directions of the employer.
19

20 56. During the statute of limitations period, Defendant knowingly and willfully failed
21 to indemnify Plaintiff and Class members for all business expenses and/or losses incurred in direct
22 consequence of the discharge of their duties while working under the direction of Defendant,
23 including but not limited to, cellular phone usage, safety equipment and other protective gear at
24 Defendant's place of business, and mileage reimbursement for use of Plaintiff and the other Class
25 members personal vehicles for business purposes of Defendant all in violation of California Labor
26 Code § 2802.

27 57. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
28 Class members have been damaged in an amount according to proof at trial, and seek

1 reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor
2 Code § 2802(b). Additionally, Plaintiff and Class members are entitled to all available statutory
3 penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided
4 in California Labor Code § 2802(c), as well as other available remedies.

5 **TENTH CAUSE OF ACTION**

6 **Unfair and Unlawful Business Practices**

7 **[Cal. Bus. & Prof. Code § 17200 *et. seq.*]**

8 ***(On Behalf of Plaintiff and the Class against all Defendants)***

9
10 58. Plaintiff incorporates herein by specific reference, as though fully set forth, the
11 allegations in paragraphs 1 through 57.

12 59. Each and every one of Defendant's acts and omissions in violation of the California
13 Labor Code and/or the applicable IWC Wage Orders as alleged herein, including but not limited
14 to, Defendants failure to provide required meal and rest breaks, unlawful rounding and requiring
15 off-the-clock work, failure to pay all wages due to discharged or quitting employees or to pay
16 timely wages, failure pay the accurate rate of pay, failure to furnish accurate itemized wage
17 statements or to maintain required records, and failure indemnify Plaintiff and Class members for
18 necessary expenditures and/or losses incurred in discharging their duties, constitute an unfair and
19 unlawful business practice under California Business and Professions Code § 17200 *et seq.*

20 60. Defendant's violations of California wage and hour laws constitute a business
21 practice because the aforementioned acts and omissions were done repeatedly over a significant
22 period of time, and in a systematic manner, to the detriment of Plaintiff and Class members.

23 61. Defendant has avoided payment of wages, the provision of meal and rest breaks,
24 and other benefits as required by the California Labor Code, the California Code of Regulations,
25 and the applicable IWC Wage Orders. Further, Defendant has failed to record, report, and pay the
26 correct sums of assessment to the state authorities under the California Labor Code and other
27 applicable regulations.
28

62. As a result of these unfair and unlawful business practices, Defendant has reaped unfair and illegal profits during the Class period at the expense of Plaintiff and Class members, and members of the public. Defendant should be made to disgorge their ill-gotten gains and to restore them to Plaintiff and Class members.

63. Defendant's unfair and unlawful business practices entitle Plaintiff and Class members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendant account for, disgorge, and restore to Plaintiff and Class members the wages and other compensation unlawfully withheld from them. Plaintiff and Class members are entitled to restitution of all monies to be disgorged from Defendant in an amount according to proof at the time of trial.

ELEVENTH CAUSE OF ACTION

Representative Action for Civil Penalties

[Cal. Lab. Code §§ 2698- 2699.5]

(On Behalf of Plaintiff and Other Aggrieved Employees against all Defendants)

64. Plaintiff incorporates herein by specific reference as though fully set forth the allegations in paragraphs 1 through 63, with exception of the allegations in Paragraphs 15 (A) – (D).

65. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code § 2699(c), and is a proper representative to bring a civil action on behalf of herself, and other non-exempt employees of Defendant who are California citizens, pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff was employed by Defendant and the alleged violations of the California Labor Code were committed against Plaintiff.

66. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2699, 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1775, 1199, 2802 and all applicable IWC wage order penalties, from Defendant in a representative action for the violations set forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 226, 226.7, 248.2, 510, 512, 1174, 1194, 1197, 1198 and 1774. Further,

1 Plaintiff requests penalties pursuant to PAGA on behalf of herself and the other aggrieved
2 employees based upon Defendant's failure to provide suitable seating whereas the nature of their
3 work permitted for the usage of seats. Defendant, in order to conceal its wage theft, also failed to
4 comply with the Wage Theft hiring documents pursuant to Labor Code §2810.5. Plaintiff is also
5 entitled to an award of reasonable attorneys' fees and costs pursuant to California Labor Code §
6 2699(g)(1).

7 67. Pursuant to California Labor Code §§ 2699.3, on February 24, 2022, Plaintiff gave
8 written notice by certified mail to the California Labor and Workforce Development Agency
9 ("LWDA") and Defendant of the specific provisions of the California Labor Code and IWC Wage
10 Orders alleged to have been violated, including the facts and theories to support the alleged
11 violations. Within sixty-five (65) calendar days of the postmark date of Plaintiff's notice letter,
12 the LWDA did not provide notice to Plaintiff that it intends to investigate the alleged violations.
13 Therefore, Plaintiff has complied with all of the requirements set forth in California Labor Code §
14 2699.3 to commence a representative action under PAGA.

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, Plaintiff, individually and on behalf of all other persons similarly
17 situated, respectfully prays for relief against Defendant and DOES 1 through 50, inclusive, and
18 each of them, as follows:

- 19 1. For compensatory damages in an amount to be ascertained at trial;
- 20 2. For restitution of all monies due to Plaintiff and Class members, as well as
21 disgorged profits from the unfair and unlawful business practices of Defendant;
- 22 3. For meal and rest break compensation pursuant to California Labor Code § 226.7
23 and IWC Wage Order No. 7-2001 and all applicable IWC Wage Orders and pertinent sections;
- 24 4. For liquidated damages pursuant to California Labor Code § 1194.2;
- 25 5. For preliminary and permanent injunctive relief enjoining Defendant from violating
26 the relevant provisions of the California Labor Code and the IWC Wager Orders, and from
27 engaging in the unlawful business practices complained of herein;
- 28 6. For waiting time penalties pursuant to California Labor Code § 203;

7. For statutory penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 210, 225.5, 226(e), 226.3, 354, 1174.5, 1775, 1197.1 and 2699, et. seq.;

8. An award of actual, statutory, and/or punitive damages to Plaintiff and the Class pursuant to California Civil Code §§ 1785.31 and 1786.50, in an amount subject to proof at trial;

9. For interest on the unpaid wages at 10 percent per annum pursuant to California Labor Code §§ 218.6, 1194, 2802 and California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

10. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 226, 1194, and California Code of Civil Procedure § 1021.5, California Civil Code § 1786.50(a)(2), California Civil Code § 1785.31(a), and/or any other applicable provisions providing for attorneys' fees and costs;

11. For declaratory relief;

12. For an order requiring and certifying the First through Tenth Causes of Action as a class action;

13. For an order appointing Plaintiff as Class representative and Plaintiff's counsel as Class counsel; and

14. For such further relief that the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all others similarly situated, hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: May 4, 2022

THE LAW OFFICE OF SCOTT E. WHEELER

SCOTT ERNEST WHEELER

Attorney for Plaintiff and the Putative Class

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

AMANDA ROMERO, individually, and on behalf of all
others similarly situated

CASE NO.:

CIV SB 22 15 083

vs.
LIGHTING INSTYLE, INC., a California corporation:
and DOES 1 through 50, inclusive

CERTIFICATE OF ASSIGNMENT

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 - CIVIL DIVISION District of the Superior Court under Rule 131 and General Order of this court for the checked reason:

☒ General☐ Collection

Nature of Action

- ☐ 1. Adoption
- ☐ 2. Conservator
- ☐ 3. Contract
- ☐ 4. Equity
- ☐ 5. Eminent Domain
- ☐ 6. Family Law
- ☐ 7. Guardianship
- ☐ 8. Harassment
- ☐ 9. Mandate
- ☐ 10. Name Change
- ☐ 11. Personal Injury
- ☐ 12. Personal Property
- ☐ 13. Probate
- ☐ 14. Prohibition
- ☐ 15. Review
- ☐ 16. Title to Real Property
- ☐ 17. Transferred Action
- ☐ 18. Unlawful Detainer
- ☐ 19. Domestic Violence
- ☒ 20. Other Employment
- ☐ 21. THIS FILING WOULD NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT.

Ground

- Petitioner resides within the district.
- Petitioner or conservatee resides within the district.
- Performance in the district is expressly provided for.
- The cause of action arose within the district.
- The property is located within the district.
- Plaintiff, defendant, petitioner or respondent resides within the district.
- Petitioner or ward resides within the district or has property within the district.
- Plaintiff, defendant, petitioner or respondent resides within the district.
- The defendant functions wholly within the district.
- The petitioner resides within the district.
- The injury occurred within the district.
- The property is located within the district.
- Decedent resided or resides within or had property within the district.
- The defendant functions wholly within the district.
- The defendant functions wholly within the district.
- The property is located within the district.
- The lower court is located within the district.
- The property is located within the district.
- The petitioner, defendant, plaintiff or respondent resides within the district.
- The cause of action arose within the district.

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

Lighting Instyle, Inc.

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

8760 Central Avenue Suite A

Montclair

California

ADDRESS

CITY

STATE

91763

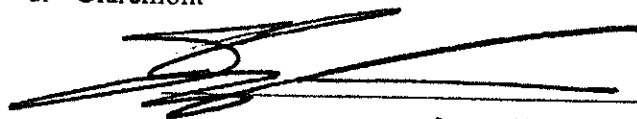
ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed

on

at Claremont

, California.



Signature of Attorney/Party