

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

SAMARHARMAN CREATIONS, INC., a California Corporation, and
DOES 1 through 10, inclusive.

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

MEGAN SNODGRASS, on behalf of herself and all others similarly
situated, and on behalf of the general public,

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

ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

12/19/2022 at 10:21:29 AM

Clerk of the Superior Court
By Katie Winburn, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Hall of Justice Courthouse

330 W. Broadway
San Diego, CA 92101

CASE NUMBER: 37-2022-00050683-CU-0E-CTL
(Número del Caso):

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):

Roman Otkupman, Nidah Farishta: 5743 Corsa Ave, Suite 123, Westlake Village CA 91362; (818)293-5623

DATE: 12/20/2022
(Fecha)

Clerk, by
(Secretario)

K. Winburn
K. Winburn

, Deputy
(Adjunto)

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

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

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

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

under: ☐ CCP 416.10 (corporation)	☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation)	☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership)	☐ CCP 416.90 (authorized person)
☐ other (specify):	
4. ☐ by personal delivery on (date):

Roman Otkupman, CSBN 249423

Roman@OLFLA.com

Nidah Farishta, CSBN 312360

Nidah@OLFLA.com

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave., Suite 123

Westlake Village, CA 91362

Telephone: (818) 293-5623

Facsimile: (888) 850-1310

Attorney for Plaintiff,

Megan Snodgrass, on behalf of herself and all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

MEGAN SNODGRASS, on behalf of herself
and all others similarly situated, and on behalf
of the general public,

Plaintiff,

vs.

SAMARHARMAN CREATIONS, INC, a
California Corporation, and DOES 1 through
10, inclusive.

Defendants.

CASE NO. 37-2022-00050683-CU-OE-CTL

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. PENALTIES PURSUANT TO
LABOR CODE SECTION 2699(f)
FOR VIOLATIONS OF LABOR
CODE §§ 226.7, 512, 558, 510, 1194,
1194.2, 226(a),(e), 201-203,
204(a)(b), 2802**

DEMAND FOR JURY TRIAL

Plaintiff Megan Snodgrass ("Plaintiff"), on behalf of herself and other "aggrieved employees" complains of Defendants as follows:

I. INTRODUCTION

1. This is a Representation Action, pursuant to Labor Code § 2698, 2699 et seq., on behalf of Plaintiff and certain individuals who are employed by, or were formerly employed by Samarharman Creations, Inc. and any subsidiaries or affiliated companies (hereinafter collectively referred to as "Defendants") within California.

2. For at least one (1) year prior to the filing of this action and continuing to the present (the "liability period"), Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist

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By Katie Winburn, Deputy Clerk

1 Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to
2 take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one
3 hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees
4 who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558,
and IWC Order No. 5-2001, Section 12.

5 3. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-
6 exempt employees. As a result, employees are not properly compensated for work performance in
7 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a
8 workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of
9 Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per
10 week and do not receive overtime compensation at a rate of one and one half of their regular rate.
11 Plaintiff and Defendant's California employees were forced to work overtime and were not paid for
12 all hours worked including all straight time wages, and overtime wages. These failures to pay all
overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

13 4. Defendants failed to issue Plaintiff and Defendant's California employees accurately
14 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
15 employees with all wages due, as detailed above, their wage statements failed to accurately state all
16 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
17 Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5), and all
18 applicable hourly rates during the pay period and the corresponding number of hours worked, in
19 violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due.
20 These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and
Defendants' California employees.

21 5. Our client further alleges that Defendants paid her and Defendant's California
22 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they
23 were not paid all wages due and owing throughout the course of their employment as a result of
24 Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they
25 were not paid all final wages due and owing for the entirety of their employment. This violates
Labor Code §§ 201-203.

26 6. Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has

1 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
2 be paid no later than seven calendar days following the close of the payroll period. Due to the
3 violations described above, Plaintiff and Defendant's California employees did not receive all of
4 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

5 7. Defendant failed to reimburse Plaintiff and Defendant's California employees for the
6 equipment they purchased to perform work for Defendant such as face masks. Defendant further
7 failed to reimburse its California employees for using their personal cell phones for the benefit of
8 Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
9 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
10 the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have
11 incurred reasonable and necessary expenses in the course of their job duties, which were not
12 reimbursed by Defendant, in violation of Labor Code § 2802.

13 8. Plaintiff, on behalf of herself and all other aggrieved employees, brings this action
14 pursuant to Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a)(e), 201-203, 204(a)(b), 2802.

15 9. Venue as to each Defendant is proper in this judicial district, pursuant to Code
16 of Civil Procedure § 395. Defendants operate within the State of California. The unlawful acts
17 alleged herein took place in San Diego, California.

18 II. PARTIES

19 A. PLAINTIFF

20 10. Plaintiff MEGAN SNODGRASS is a resident of Descanso, California. At all times
21 relevant herein, she was employed by Defendants in San Diego County, California. Plaintiff was
22 employed by Defendants as a non-exempt, hourly employee in California, including in and around
23 the city of San Diego, County of San Diego. During Plaintiff's employment:

- 24 A. Plaintiff did not receive final wages at the time of her termination.
- 25 B. Plaintiff was required to work without meal and rest periods, nor compensation in lieu
26 thereof, as required by the Labor Code and relevant Wage Orders.
- 27 C. Plaintiff was required to work either in excess of eight hours per workday or in excess of
28 forty hours per workweek without receiving compensation at a rate of one and one half
the regular rate of pay.
- D. Plaintiff was forced to receive inaccurately itemized and deficient wage statements, in
violation of Labor Code § 226(a).

1 E. Plaintiff did not receive her compensation in accordance with Labor Code § 204 in that
2 Defendants failed to issues wages to its employees within seven (7) calendar days after
3 the pay period ended.

4 F. Plaintiff was not paid in a timely manner pertaining to the waiting time penalties in
5 accordance with Labor Code §§ 201-203.

6 G. Defendant also failed to reimburse Plaintiff and Defendant's California employees for
7 reasonable and necessary expenses in the course of their job duties, in violation of Labor
8 Code § 2802.

9 **B. DEFENDANTS**

10 11. Defendant SAMARHARMAN CREATIONS, INC., is a California Corporation
11 doing business in San Diego, California. It operates within the State of California. Defendant
12 employed Plaintiff and similarly situated employees within California. The violations alleged herein
13 arose in San Diego, California.

14 12. As used herein, the term "AGGRIEVED EMPLOYEES," and "DEFENDANTS'
15 CALIFORNIA EMPLOYEES," shall mean Defendant SAMARHARMAN CREATIONS, INC.'S
16 non-exempt employees.

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

24 14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
25 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
26 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
27 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
28 employer and/or joint employer of Plaintiff and all other aggrieved employees.

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FACTUAL ALLEGATIONS

15. Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

16. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

17. Defendants failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California employees with all wages due, as detailed above, their wage statements 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), and net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

18. Our client further alleges that Defendants paid her and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of

1 Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they
2 were not paid all final wages due and owing for the entirety of their employment. This violates
3 Labor Code §§ 201-203.

4 19. Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has
5 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
6 be paid no later than seven calendar days following the close of the payroll period. Due to the
7 violations described above, Plaintiff and Defendant's California employees did not receive all of
8 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

9 20. Defendant failed to reimburse Plaintiff and Defendant's California employees for the
10 equipment they purchased to perform work for Defendant such as face masks. Defendant further
11 failed to reimburse its California employees for using their personal cell phones for the benefit of
12 Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
13 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
14 the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have
15 incurred reasonable and necessary expenses in the course of their job duties, which were not
16 reimbursed by Defendant, in violation of Labor Code § 2802.

17 CAUSES OF ACTION

18 FIRST CAUSE OF ACTION

19 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR** 20 **CODE §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204(a)(b), 2802**

21 21. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
22 forth herein.

23 22. As a result of the acts alleged herein, Plaintiff seeks penalties under Labor Code §
24 2698 *et seq.* because of Defendants' violations of Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2,
25 226(a), (e), 201-203, 204(a)(b), 2802.

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

- 28 a. With respect to the violation of Labor Code § 2699(f) for violations of
Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203,
204(a)(b), 2802, 212(a)(2), 213, 210, 218, 222, 6400, 6401, 6403, 6404,
6407, 8 CCR 3202, 17200 \$100 for the initial violation per employee per

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

3 24. These penalties will be allocated 75% to the Labor Workforce Development Agency,
4 and 25% to the affected employees.

5 25. On February 9, 2022, Plaintiff sent a letter, by certified mail, return receipt requested,
6 to the LWDA and Defendants setting forth the facts and theories of the violations alleged against
7 Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit “A”**). Pursuant to Labor Code §
8 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar
9 days of February 9, 2022. Plaintiff may therefore commence this action to seek penalties pursuant to
10 Labor Code § 2698 *et seq.*

11 26. Wherefore, Plaintiff and the aggrieved employees he seeks to represent request relief
12 as described herein.

13 **ALLEGATIONS AS TO FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION**
14 **IN LIEU THEREOF (LABOR CODE §§ 226.7, 512, 558)**

15 27. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
16 forth herein.

17 28. Plaintiff and all other aggrieved employees are entitled to one hour of pay for each
18 day that Defendants failed to properly provide one or more meal or rest periods as set forth in the
19 IWC Wage Orders and Labor Code §§ 226.7, 512, and 558.

20 29. Defendants have failed to provide Plaintiff and all other aggrieved employees one or
21 more meal or rest periods during their employment. Defendants have failed to compensate Plaintiff
22 and all other aggrieved employees at the rate of one hour or pay at his or her regular rate of pay for
23 each day on which one or more meal or rest periods were not provided.

24 30. Plaintiff and Defendant’s California employees were routinely unable, and not
25 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-
26 minute meal break for every shift they worked. Specifically, Plaintiff and Defendant’s California
27 employees were forced to continue working through their meal and rest breaks in order to assist
28 Defendant’s needs. Because of this, Plaintiff and Defendant’s California employees were unable to
take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one
hour’s pay for each missed meal and rest break to Plaintiff and Defendant’s California employees
who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558,

1 and IWC Order No. 5-2001, Section 12.

2 31. Pursuant to Labor Code §§ 226.7 and 512, Plaintiff seeks the payment of all meal and
3 rest period compensations, which he was owed since he commenced working for Defendants,
4 according to proof.

5 32. Additionally, Plaintiff is entitled to, and seeks, attorney's fees and costs, and
6 prejudgment interest.

7 **ALLEGATIONS AS TO FAILURE TO PAY ALL WAGES**
8 **IN VIOLATION OF (LABOR CODE §§ 510, 1194, 1194.2)**

9 33. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
10 forth herein.

11 34. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-
12 exempt employees. As a result, employees are not properly compensated for work performance in
13 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a
14 workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of
15 Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per
16 week and do not receive overtime compensation at a rate of one and one half of their regular rate.
17 Plaintiff and Defendant's California employees were forced to work overtime and were not paid for
18 all hours worked including all straight time wages, and overtime wages. These failures to pay all
19 overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

20 35. As a result of the unlawful acts of Defendants in willfully failing to pay all wages,
21 Plaintiff and Defendant's California employees have been deprived of wages in amounts to be
22 determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon,
23 attorneys' fees, and costs pursuant to Labor Code § 1194 and liquidated damages pursuant to Labor
24 Code § 1194.2.

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**ALLEGATIONS AS TO KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH
ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS
(LABOR CODE § 226(a), (e)), 1174(d))**

36. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

37. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must accurately set forth, among other things, the total gross and net wages earned, the total hours worked, and the hourly rates in effect, for its employees. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

38. Defendants failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California employees with all wages due, as detailed above, their wage statements 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), and net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

39. Defendants knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Plaintiff and Defendant's California employees in accordance with Labor Code § 226 and keep accurate records as required by § 1174(d). The statements provided to Plaintiff and Defendant's California employees and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

40. The wage statements provided to Plaintiff and all other aggrieved employees fail to accurately itemize in wage statements total gross and net wages earned, and the total hours worked, and all hourly rates in effect, for its employees. Defendants' violations of Labor Code § 226(a) are knowing and intentional, and Plaintiff has suffered injury as a result of the receipt of defective wage statements, thereby entitling her to penalties pursuant to Labor Code § 226(e).

1 **ALLEGATIONS AS TO FAILURE TO PAY WAGES DUE AT THE TIME OF**
2 **DISCHARGE IN VIOLATION OF LABOR CODE §§ 201-202, RESULTING IN**
3 **SECTION 203 WAGES AND PENALTIES (WAITING TIME PENALTIES)**

4 41. Plaintiff hereby incorporates all preceding paragraphs of this Complaint as
5 though fully set forth herein.

6 42. At all times material herein, the California Labor Code Sections 201, 202, and
7 203 were in effect and binding on Defendants.

8 43. California Labor Code § 202 requires employers to pay employees all wages due
9 within seventy-two (72) hours of resignation. California Labor Code § 201 states in pertinent
10 part that “if an employer discharges an employee, the wages earned and unpaid at the time of
11 discharge are due and payable immediately.” California Labor Code § 203 provides that if an
12 employer willfully fails to timely pay such wages the employer must, as penalty, continue to
13 pay the subject employee’s wages until the back wages are paid in full or an action is
14 commenced. The penalty cannot exceed 30 days of wages.

15 44. Plaintiff was entitled to compensation for unpaid wages, but to date has not
16 received such compensation. Specifically, Defendants failed to pay Plaintiff all wages due to
17 Plaintiff at the time of her termination. Thus, since Defendants failed to promptly pay Plaintiff
18 all wages due to Plaintiff at the time of her termination, Defendants violated Section 201 of the
19 Labor Code and Plaintiff is therefore entitled to wages and penalties pursuant to Labor Code
20 Section 203.

21 45. More than 30 days have passed since Plaintiff’s employment ended with
22 Defendants.

23 46. As a consequence of Defendants’ willful conduct in not paying wages owed to
24 Plaintiff, Plaintiff is entitled to 30 days of wages as a penalty pursuant to Labor Code § 203 for
25 Defendants’ failure to timely pay legal wages.

26 **ALLEGATIONS AS TO FAILURE TO TIMELY PAY EMPLOYEES**
27 **IN VIOLATION OF LABOR CODE § 204(a)(b)**

28 47. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
29 forth herein.

30 48. At all times relevant herein, Labor Code § 204 was in full force and effect and
31 binding on Defendants.

1 49. Wages must be paid according to a regularly set schedule. (Labor Code § 204). All
2 earned wages must be paid at least twice a month, on days designated in advance by the employer.
3 Work performed between the 1st and the 15th days, inclusive, of any calendar month must be paid
4 between the 16th and 26th day of the same month. Work performed between the 16th and the last
5 day of the month must be paid between the 1st and 10th day of the following month. (Labor Code §
6 204). Weekly or bi-weekly (every two weeks) payroll must be paid within seven (7) days of the end
7 of the pay period in which the wages were earned (Labor Code §§ 204(a), 204(b)).

8 50. Defendants pay Plaintiff and its California employees on a bi-weekly basis and have
9 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
10 be paid no later than seven calendar days following the close of the payroll period. Due to the
11 violations described above, Plaintiff and Defendants' California employees did not receive all of
12 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

13 51. Additionally, Defendant failed to pay Plaintiff and Defendant's California Employees
14 earned wages when they became due, failed to pay wages on bi-weekly basis, and have failed to
15 comply with Labor Code § 204(a) which provides that wages earned on a bi-weekly basis must be
16 paid no later than seven calendar days following the close of the payroll period. Due to the violations
17 described above, Plaintiff and Defendant's California Employees did not receive all of their wages
18 earned when due and in a timely manner as required by Labor Code § 204.

19 52. Defendants have failed to comply with the above-section because they waited longer
20 than seven days from the close of the pay period to pay its bi-weekly paid employees.

21 **ALLEGATIONS AS TO FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN**
22 **VIOLATION OF CALIFORNIA LABOR CODE § 2802**

23 53. Plaintiff hereby incorporates preceding paragraphs of this Complaint as though
24 fully set forth herein.

25 54. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her
26 employee for all necessary expenditures or losses incurred by the employee in direct
27 consequence of the discharge of his or her duties."

28 55. Defendant failed to reimburse Plaintiff and Defendant's California employees
for the equipment they purchased to perform work for Defendant such as face masks.
Defendant further failed to reimburse its California employees for using their personal cell
phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer

1 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
2 employee in direct consequence of the discharge of his or her duties.” As such, Plaintiff and
3 Defendant’s California employees have incurred reasonable and necessary expenses in the
4 course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code
§ 2802.

5 56. Plaintiff is entitled to reimbursement for these necessary expenditures, plus
6 interest and attorneys’ fees and cost, under Labor Code § 2802.

7 57. Plaintiff also requests relief as described below.

8 **RELIEF REQUESTED**

9 WHEREFORE, Plaintiff prays for the following relief:

10 1. For penalties pursuant to Labor Code § 203 for Plaintiff and all other aggrieved
11 employees who are no longer employed by Defendants, equal to their daily wage multiplied by thirty
(30) days;

12 2. For penalties pursuant to Labor Code § 226(e) for Plaintiff and all other aggrieved
13 employees;

14 3. For penalties pursuant to Labor Code § 226.7 for Plaintiff and all other aggrieved
15 employees;

16 4. For penalties pursuant to Labor Code § 1194.2 for Plaintiff and all other aggrieved
employees;

17 5. For penalties pursuant to Labor Code § 204(b) for Plaintiff and all other aggrieved
18 employees;

19 6. For penalties pursuant to Labor Code § 2802 for Plaintiff and all other aggrieved
20 employees;

21 7. For penalties and other relief pursuant to Labor Code § 2698 et seq. for Plaintiff and
all other aggrieved employees;

22 8. An award providing for payment of costs of suit pursuant to Labor Code §
23 2699(g)(1);

24 9. An award of attorneys’ fees pursuant to Labor Code § 2699(g)(1);

25 10. An award of prejudgment and post-judgment interest;

26 11. An award providing for payment of costs of suit; and

27 12. Such other and further relief as this Court may deem just and proper.

1 Dated: December 5, 2022

OTKUPMAN LAW FIRM,
A Law Corporation

2
3
4 By: 

5 ROMAN OTKUPMAN
6 Attorneys for Plaintiff

7
8 **DEMAND FOR JURY TRIAL**

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

10 Dated: December 5, 2022

OTKUPMAN LAW FIRM,
A Law Corporation

11
12
13 By: 

14 ROMAN OTKUPMAN
15 Attorneys for Plaintiff

EXHIBIT A

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Tel.: 818-293-5623
Fax: 888-850-1310

February 9, 2022

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

Samarharman Creations, Inc.
11985 Caneridge Rd.
San Diego, CA 92128
Defendant certified mail # 7020 1290 0000 8115 3511

VIA CERTIFIED MAIL

Agent for Service of Process
Jasjeet S Dhillon
11985 Caneridge Rd.
San Diego, CA 92128
Agent certified mail # 7020 1290 0000 8115 3528

VIA CERTIFIED MAIL

Samarharman Creations, Inc.
5970 Santo Rd
San Diego, CA 92124
Defendant certified mail # 7020 0090 0000 7826 9756

VIA CERTIFIED MAIL

Samarharman Creations, Inc.
16900 Golden Top Rd
San Diego, CA 92127
Defendant certified mail # 7020 0090 0000 7826 9749

Re: ***Megan Snodgrass v. Samarharman Creations, Inc. – Labor Code Violations of Samarharman Creations, Inc. – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Megan Snodgrass (“Plaintiff”), a former California employee of Samarharman Creations, Inc. (“Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California non – exempt employees.

Plaintiff began working for Defendants in or around August of 2021. While working for Defendant as Driver Associate, Plaintiff was earning (\$18.50) per hour.

Plaintiff and Defendant’s California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant’s California employees were forced to continue working through their meal and rest breaks in order to assist Defendant’s needs. Because of this, Plaintiff and Defendant’s California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour’s pay for each missed meal and rest break to Plaintiff and Defendant’s California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant’s California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Defendants failed to issue Plaintiff and Defendant’s California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants’ California employees with all wages due, as detailed above, their wage statements 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), and net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants’ failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants’ California employees.

Our client further alleges that Defendants paid him and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and its California employees on a bi-weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

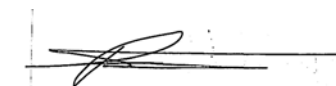
Defendant failed to reimburse Plaintiff and Defendant's California employees for the equipment they purchased to perform work for Defendant such as face masks. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in black ink, appearing to read 'Roman Otkupman', is written over a horizontal line.

ROMAN OTKUPMAN

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Roman Otkupman, Esq. Bar No. 24942; Nidah Farishta, Esq. Bar No. 312360 Otkupman Law Firm, ALC 5743 Corsa Ave, Suite 123 Westlake Village, CA 91362 TELEPHONE NO.: (818) 293-5623 FAX NO.: (888) 850-1310 ATTORNEY FOR (Name): Plaintiff Megan Snodgrass		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 12/19/2022 at 10:21:29 AM Clerk of the Superior Court By Katie Winburn, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 W. Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Hall of Justice Courthouse			
CASE NAME: Megan Snodgrass v. Samarharman Creations, 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: 37-2022-00050683-CU-OE-CTL	
		JUDGE: Judge John S. Meyer 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)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): One (1)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 5, 2022

Roman Otkupman

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 330 W Broadway	
MAILING ADDRESS: 330 W Broadway	
CITY AND ZIP CODE: San Diego, CA 92101-3827	
DIVISION: Central	
TELEPHONE NUMBER: (619) 450-7064	
PLAINTIFF(S) / PETITIONER(S): Megan Snodgrass	
DEFENDANT(S) / RESPONDENT(S): Samarharman Creations Inc	
SNODGRASS VS SAMARHARMAN CREATIONS INC [IMAGED]	
NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE (CIVIL)	CASE NUMBER: 37-2022-00050683-CU-OE-CTL

CASE ASSIGNED FOR ALL PURPOSES TO:

Judge: John S. Meyer

Department: C-64

COMPLAINT/PETITION FILED: 12/19/2022

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	05/26/2023	09:30 am	C-64	John S. Meyer

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

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

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

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

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

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

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

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

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

NOTICE OF E-FILING REQUIREMENTS AND IMAGED DOCUMENTS

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

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

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

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

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



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2022-00050683-CU-OE-CTL

CASE TITLE: Snodgrass vs Samarharman Creations Inc [IMAGED]

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	FOR COURT USE ONLY
PLAINTIFF(S): Megan Snodgrass	
DEFENDANT(S): Samarharman Creations Inc	
SHORT TITLE: SNODGRASS VS SAMARHARMAN CREATIONS INC [IMAGED]	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2022-00050683-CU-OE-CTL

Judge: John S. Meyer

Department: C-64

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

- | | |
|---|--|
| ☐ Mediation (court-connected) | ☐ Non-binding private arbitration |
| ☐ Mediation (private) | ☐ Binding private arbitration |
| ☐ Voluntary settlement conference (private) | ☐ Non-binding judicial arbitration (discovery until 15 days before trial) |
| ☐ Neutral evaluation (private) | ☐ Non-binding judicial arbitration (discovery until 30 days before trial) |
| ☐ Other (specify e.g., private mini-trial, private judge, etc.): _____ | |

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

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____

Date: _____

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 12/20/2022

JUDGE OF THE SUPERIOR COURT