

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

PACIFIC SWEEP, LLC, a corporation; and DOES 1-20, inclusive,

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

DANIEL MARTINEZ, individually and on behalf of other aggrieved employees,

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

**Electronically
FILED**

by Superior Court of California
County of Ventura

09/19/2022

Brenda L. McCormick
Executive Officer and Clerk

Ivonne Peacock
Ivonne Peacock
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): Superior Court of California

Ventura - Hall of Justice
800 South Victoria Avenue, Ventura, CA 93009

CASE NUMBER:
(Número del Caso):

56-2022-00570279-CU-OE-VTA

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):

Vache A. Thomassian, Esq., 230 North Maryland Avenue, Suite 306, Glendale, CA 91206-P. 818-507-8525

DATE: ~~09/16/2022~~ 09/19/2022

(Fecha) Brenda L. McCormick Clerk, by *Ivonne Peacock*, Deputy (Secretario) (Adjunto)

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

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

[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):



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Telephone: 818-507-8525
Facsimile: 818-507-8588

Attorneys for Plaintiff Daniel Martinez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA, HALL OF JUSTICE – CIVIL UNLIMITED

DANIEL MARTINEZ, individually and on
behalf of other aggrieved employees,

Plaintiff,

v.

PACIFIC SWEEP, LLC, a corporation; and
DOES 1-20, inclusive,

Defendants.

Case No.: 56-2022-00570279-CU-OE-VTA

**REPRESENTATIVE ACTION
COMPLAINT FOR :**

1. Civil Penalties Under the Private Attorneys General Act (California Labor Code §§ 2698, et seq.).

1 Plaintiff Daniel Martinez brings this action on behalf of the State of California, and on behalf
2 of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges
3 the following:

4 **I. INTRODUCTION**

5 1. Plaintiff Daniel Martinez ("Plaintiff") brings this representative action to remedy wage-
6 and-hour violations by Defendant Pacific Sweep, LLC and Does 1 through 20 (collectively, the
7 "Defendants"). For at least one year prior to the filing of this action and through the present,
8 Defendants have engaged in a uniform policy and systematic scheme of wage abuse against Plaintiff
9 and other non-exempt employees of Defendants in violation of applicable California laws, including,
10 without limitation, failing to provide meal and rest breaks, failing to pay minimum and overtime
11 wages, and failing to furnish Plaintiff and other employees with accurate, itemized wage statements.
12 As a result of these violations, Defendants are liable for civil penalties under the California Private
13 Attorneys General Act, California Labor Code §§ 2698, *et seq.* ("PAGA").

14 **II. THE PARTIES**

15 2. Defendant Pacific Sweep, LLC is a company that provides sweeping services to
16 residential and industrial properties and is located in Oxnard, California and conducted and
17 continues to conduct substantial business in the state of California and Nevada. At all times
18 mentioned herein, Defendant Pacific Sweep, LLC was and is an employer covered by the California
19 Labor Code and the California Industrial Welfare Commission ("IWC") Wage Order.

20 3. Plaintiff is unaware and ignorant of the true names and capacities of Defendants sued
21 herein as **Does 1 through 20**, inclusive, and for that reason sues said Defendants by such fictitious
22 names (the "Doe Defendants").

23 4. At all times herein relevant, Defendants Pacific Sweep, LLC and the Doe Defendants,
24 and each of them, were the agents, partners, joint-venturers, joint employers, alter-egos,
25 representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the
26 other, and at times relevant hereto were acting with the course and cope of their authority as such
27 agents, partners, joint-venturers, joint employers, alter-egos, representatives, servants, employees,
28 successors-in-interest, co-conspirators and assigns, and all acts or omissions alleged herein were duly

committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each Defendants designated herein. Plaintiff is informed and believes, and based thereon alleges that the acts of each Defendants are legally attributable to the other Defendants.

5. Plaintiff is informed and believes, and based thereon alleges that each of the Doc Defendants are legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other aggrieved employees as alleged in this Complaint. Plaintiff will file and serve an amendment to this Complaint alleging the true names and capacities of the Doe Defendants when such true names, capacities, and involvement is ascertained.

6. **Plaintiff Daniel Martinez** was employed by Defendants as a Leaf Blower from approximately July 2018 to August 15, 2021 at Pacific Sweep, LLC in Oxnard, California. Plaintiff Daniel Martinez tasks included maintain work truck clean, take out the trash, maintain streets clean, and drive sweeping trucks. At all times relevant to this Complaint, Defendants employed Plaintiff as a non-exempt employee and Defendants paid Plaintiff in whole or in part on an hourly basis. Plaintiff is an individual residing in the County of Ventura.

7. At all times relevant to this Complaint, Defendants, and each of them, exercised control over the wages, hours, and working conditions of Plaintiff and other aggrieved employees; suffered and permitted Plaintiff and other aggrieved employees to work; and otherwise engaged Plaintiff and other aggrieved employees to work, so as to create an employer-employee relationship between Defendants and Plaintiff and other aggrieved employees. At all relevant times, Defendants were “employers” of Plaintiff and other aggrieved employees within the meaning of all applicable California state laws.

III. JURISDICTION AND VENUE

8. This Court has jurisdiction over this action under the California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given by statute to other courts. The statutes under which this action is brought do not specifically grant jurisdiction to any other court, and the issues are based solely on California statutes and law, including the California Labor Code, California IWC Wage Orders, California Code of Civil

Procedure, California Civil Code, PAGA, and the California Business and Professions Code.

9. The California Superior Court has jurisdiction over Defendants, because they are citizens of California, have sufficient minimum contacts in California, and otherwise intentionally avail themselves to the California market, including establishing their principal place of business and transacting business in California.

10. Venue is proper in this Court, because the Defendants transact business in the County of Ventura, including operating its headquarters in the state of California and Nevada.

IV. FACTUAL BACKGROUND

11. At all relevant times set forth in this Complaint, Defendants jointly employed Plaintiff and other aggrieved employees as hourly, non-exempt employees.

12. Plaintiff and other aggrieved employees were covered under one or more IWC Wage Orders, the California Labor Code provisions relating to wage-and-hour laws, and other applicable wage orders, regulations, and statutes, which imposed an obligation on the part of Defendants, among other things, to provide uninterrupted meal and rest periods, to pay overtime wages, to pay wages for all hours worked, to pay all wages due at separation of employment, to reimburse for all necessary business-related expenses, and to provide accurate wage statements.

13. Plaintiff is informed and believes, and based thereon alleges that Defendants engaged in a uniform policy and systematic scheme of wage abuse against its non-exempt employees, including, without limitation, depriving their employees of uninterrupted thirty-minute meal periods for work periods of at least five hours; depriving their employees of ten-minute rest periods for work periods of four hours or major fractions; failing to compensate employees for all hours worked, including overtime wages; failing to provide timely, accurate itemized wage statements; and failing to pay, within the time constraints imposed by applicable laws, all earned compensation at separation of employment.

14. Plaintiff is informed and believes, and based thereon alleges that Defendants failed to provide Plaintiff and other aggrieved employees the required meal periods or payment of one additional hour of pay at Plaintiff's and other aggrieved employees' regular rate of pay when a meal break was missed or was taken after the fifth hour of work. This was a result of Defendants' uniform

1 policy and practice of making Plaintiff's and other aggrieved employees' take their 30-minute meal
2 breaks after the fifth hour of work due to being short staffed. Defendants required Plaintiff and other
3 aggrieved employees to work an excess of the fifth hour until someone covered their shifts. As a
4 result of Defendants' demanding needs, Plaintiff and other aggrieved employees were required to
5 perform work as ordered by Defendants for more than five hours during a shift without receiving a
6 meal break and/or more than ten hours in a shift without receiving a second meal break. Defendants
7 had no policy, procedure, or practice for Plaintiff and other aggrieved employees to report missed
8 meal periods or recover lost wages, and Defendants had no policy, procedure, or practice to provide
9 one hour of additional wages for each workday that the meal breaks were not provided.

10 15. Plaintiff is informed and believes, and based thereon alleges that Defendants failed to
11 provide Plaintiff and other aggrieved employees with rest periods of at least ten minutes per four
12 hours worked, or major fraction thereof, and failed to pay Plaintiff one hour of additional wages at
13 Plaintiff's and other aggrieved employees' regular rate of pay when a rest break was not provided.
14 Defendants had no policy, procedure, or practice for Plaintiff and other aggrieved employees to
15 report missed rest breaks or recover lost wages, and Defendants had no policy, procedure, or
16 practice to provide one hour of additional wages for each workday that the rest break was not
17 provided.

18 16. Plaintiff is informed and believes, and based thereon alleges that Defendants failed to
19 provide Plaintiff and other aggrieved employees' wages, including overtime wages, for all hours
20 worked, meaning the time during which Plaintiff and other aggrieved employees were subject to the
21 control of Defendants, including all the time they were suffered or permitted to work. This was a
22 result of Defendants' and other aggrieved employees' uniform policy and practice of requiring
23 Plaintiff and other aggrieved employees to work off-the-clock without paying them for all the time
24 they were under Defendants' control performing pre-shift and post-shift duties and during purported
25 meal breaks. Additionally, Defendants established a consistent policy and practice of rounding down
26 the hours worked by Plaintiff and other aggrieved employees to the nearest quarter-hour. In
27 violation of California law, Defendants rounded the actual time worked and recorded by Plaintiff and
28 other aggrieved employees usually down, so that during their employment, employees were paid far

less than they would have been paid had they been paid for actual recorded time. Additionally, Defendants failed to correctly calculate Plaintiff's and other aggrieved employees' regular rate of pay for overtime payment purposes, by failing to include commissions as part of their regular rate of pay. Plaintiff and other aggrieved employees are entitled to receive compensation for all hours worked, and that they did not receive compensation for all hours worked. Plaintiff and other aggrieved employees worked over eight hours in a day, and/or forty hours in a week during their employment with Defendants and Defendants failed to pay overtime wages to Plaintiff and other aggrieved employees for all hours worked more than eight hours in a day and/or forty hours per week.

17. Plaintiff is informed and believes, and based thereon alleges that Defendants have unlawfully failed to reimburse Plaintiff and other aggrieved employees for business expenditures and losses, including without limitation, cell phone charges, required tools and equipment, uniform maintenance, and travel expenses.

18. Plaintiff is informed and believes, and based thereon alleges that Defendants have unlawfully failed to provide timely, accurate, itemized wage statements to Plaintiff.

19. Plaintiff is informed and believes, and based thereon alleges that Defendants have failed to pay all compensation due and owing to Plaintiff and the other aggrieved employees upon separation.

V. PAGA REPRESENTATIVE ACTION ALLEGATIONS

20. At all relevant times, PAGA was applicable to Plaintiff and his employment with Defendants. PAGA provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code. As an alternative, these civil penalties may be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees.

21. Plaintiff is an "aggrieved employee" as defined by PAGA, because he is a current employee of Defendants, and one or more of the alleged violations were committed against him.

22. On June 2, 2022 Plaintiff gave written notice of Defendants' violations of various provisions of the California Labor Code and IWC Wage Order No. 4-2001 to (a) the LWDA by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

23. The LWDA did not provide notice of its intention to investigate Defendants' violations within 65 calendar days of the June 2, 2022, notice.

24. In doing so, Plaintiff has satisfied the administrative prerequisites under PAGA to recover civil penalties against Defendants, in addition to the other remedies, for violations of California Labor Code §§ 201-203, 226, 226.7, 510, 511, 526(a), 1194 *et seq.*, 1198, and 2802.

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Private Attorneys General Act

(California Labor Code §§ 2698, *et seq.* [PAGA])

(By Plaintiff Against Defendant)

25. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows as representative cause of action on behalf of himself.

26. PAGA authorizes an aggrieved employee, on behalf of him/himself or other current or former employees, to bring a civil action to recover civil penalties against his or his employer pursuant to the procedures specified in California Labor Code § 2699.3. Plaintiff is an aggrieved employee within the meaning of PAGA, and pursuant to PAGA, Plaintiff is entitled to recover civil penalties on behalf of himself and against whom one or more of the alleged violations were committed. If employee prevails as private attorney general, the employer may be subject to civil penalties, of which the aggrieved employee is entitled to 25 percent.

27. Plaintiff has complied with the procedures for bringing suit under PAGA. Specifically, on or about June 2, 2022, Plaintiff gave written notice of Defendants' violations – including the facts and theories to support the violations – of various provisions of the California Labor Code and IWC Wage Order No. 4-2001 to (a) the LWDA by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

28. Pursuant to California Labor Code § 2699.3, the LWDA must give written notice by certified mail to the parties that it intends to investigate the alleged violations of the California Labor Code within 60 days of the date of the complainant's written notice and now more than 65 days have passed since the notice and the LWDA did not provide the parties notice that it intended to investigate his claims.

29. During the applicable time period preceding the filing of Plaintiff's notice to the LWDA, Defendants violated California Labor Code §§ 201-203, 226, 226.7, 510, 511, 526(a), 1194 *et seq.*, 1198, and 2802, and the IWC Wage Order No. 4-2001 provisions, as alleged in more detail above.

30. Pursuant to California Labor Code § 2699, Plaintiff, on behalf of the state of California and other aggrieved employees, requests and is entitled to receive from Defendants statutory penalties against Defendants, including but not limited to:

- a. Penalties under California Labor Code § 2699(f)(2) in the amount of a \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8, § 11040 in the amount of \$50 for each aggrieved employee per pay period for the initial violation, and \$100 for each aggrieved employee per pay period for each subsequent violation;
- c. Pursuant to California Labor Code § 226(e), the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000;
- d. Pursuant to California Labor Code § 558(a), violations of California Labor Code § 526(a) and IWC Wage Order No. 4-2001 shall be subject to a civil penalty as follows: (i) for any initial violation, \$50 for each underpaid employee for each pay period for which the employee was underpaid; (ii) for each subsequent violation \$100 for each underpaid employee for each pay period for which the employee was underpaid; and
- e. Any and all additional penalties and sums as provided by the California Labor Code.

31. Pursuant to California Labor Code § 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: "75 percent to the Labor and Workforce Development

Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 25 percent to the aggrieved employees.”

32. Pursuant to California Labor Code §§ 2699(a) and (f), and 2699.5, and 2699(g)(1), Plaintiff is entitled to an award of reasonable attorneys’ fees and costs. To that end, Plaintiff seeks all relief entitled under PAGA for any penalties assessed against Defendants as a result of Defendants’ California Labor Code violations, plus attorneys’ fees and costs.

33. Plaintiff do not seek to recover anything other than penalties as permitted by California Labor Code § 2699. To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but simply the civil penalties permitted by California Labor Code § 2699. Nothing in this complaint should be construed as attempting to obtain any relief that would not be available in a PAGA-only action.

VI. PRAYER FOR RELIEF

Wherefore, Plaintiff, on behalf of the State of California and other aggrieved employees pursuant to PAGA, prays for an award and judgment against Defendants jointly and severally, as follows:

1. For penalties and attorneys’ fees pursuant to PAGA;
2. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 201-203, 226, 226.7, 510, 511, 526(a), 1194 *et seq.*, 1198, and 2802, and IWC Wage Order No. 4-2001 provisions;
3. For civil penalties pursuant to California Labor Code §§ 2699(a), (f), and (g) plus costs and attorneys’ fees under California Labor Code § 218.5, 226(e), and 2699(g) for violations of California Labor Code §§ 201-203, 226, 226.7, 510, 511, 526(a), 1194 *et seq.*, 1198, and 2802, and IWC Wage Order No. 4-2001 provisions; and
4. For such other and further relief as the Court deems appropriate.



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DATED: September 16, 2022

KJT LAW GROUP, LLP

Caspar Jivalagian, Esq.
Vache Thomassian, Esq.
Christopher A. Adams, Esq.
Attorneys for Plaintiff Daniel Martinez

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Vache A. Thomassian, Esq. SBN 289053 KJT Law Group, LLP 230 North Maryland Avenue, Suite 306 Glendale, CA 91206 TELEPHONE NO.: 818-507-8525 FAX NO.: 818-507-8588 ATTORNEY FOR (Name): Daniel Martinez		OUTDATED Electronically FILED by Superior Court of California County of Ventura 09/19/2022 Brenda L. McCormick Executive Officer and Clerk Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Ventura STREET ADDRESS: 800 South Victoria Avenue MAILING ADDRESS: same as above CITY AND ZIP CODE: Ventura, CA 93009 BRANCH NAME: Hall Of Justice			
CASE NAME: Daniel Martinez v. Pacific Sweep, LLC			
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: 56-2022-00570279-CU-OE-VTA JUDGE: DEPT:

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

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

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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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 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. ☐ Substantial amount of documentary evidence	d. ☐ Large number of witnesses e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. ☐ Substantial postjudgment judicial supervision
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3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): 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: 09/16/2022

Vache A. Thomassian

(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