

SUMMONS (CITACION JUDICIAL)

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

NOTICE TO DEFENDANT: RUDGEAR LOGISTICS LLC, a California
(AVISO AL DEMANDADO): limited liability company, and DOES 1
through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF: ANGELA RAEL and EDUARDO
(LO ESTÁ DEMANDANDO EL DEMANDANTE): QUEZADA, on behalf of
themselves and on behalf of all similarly situated individuals

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

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

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of California, County of Contra Costa
725 Court Street

CASE NUMBER: C22-02247
(Número del Caso):

Martinez, California 94553

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Daniel F. Gaines, Esq. 251488
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

GAINES & GAINES, APLC

4550 East Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362

818-703-8985

DATE: 10/25/2022 9:10 AM
(Fecha)

Clerk, by /s/ A. Stewart, 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)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of **(specify):**
3. ☐ on behalf of **(specify):**
 under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other **(specify):**
4. ☐ by personal delivery on **(date):**

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

Daniel F. Gaines, Esq.

SBN: 251488

GAINES & GAINES, APLC

4550 East Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362

TELEPHONE NO.: 818-703-8985

FAX NO. (Optional): 818-703-8984

E-MAIL ADDRESS: daniel@gaineslawfirm.com

ATTORNEY FOR (Name): Plaintiffs, Angela Rael and Edwardo Quezada

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Electronically Filed by
Superior Court of California
County of Contra Costa
10/19/2022 2:09 PM
By: M. Macapinlac, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA

STREET ADDRESS: 725 Court Street

MAILING ADDRESS: 725 Court Street

CITY AND ZIP CODE: Martinez, 94553

BRANCH NAME: Wakefield Taylor Courthouse

CASE NAME: Rael, et al. v. Rudgear Logistics LLC, et al.

CIVIL CASE COVER SHEET**Unlimited**

(Amount

demanded

exceeds \$25,000)

**Limited**

(Amount

demanded is

\$25,000 or less)

Complex Case Designation

Counter



Joinder

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

CASE NUMBER **C22-02247**

JUDGE:

DEPT.:

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

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

Auto (22)



Uninsured motorist (46)

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

Asbestos (04)



Product liability (24)



Medical malpractice (45)



Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07)



Civil rights (08)



Defamation (13)



Fraud (16)



Intellectual property (19)



Professional negligence (25)



Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (36)



Other employment (15)

Contract

Breach of contract/warranty (06)



Rule 3.740 collections (09)



Other collections (09)



Insurance coverage (18)



Other contract (37)

Real Property

Eminent domain/Inverse condemnation (14)



Wrongful eviction (33)



Other real property (26)

Unlawful Detainer

Commercial (31)



Residential (32)



Drugs (38)

Judicial Review

Asset forfeiture (05)



Petition re: arbitration award (11)



Writ of mandate (02)



Other judicial review (39)

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

Antitrust/Trade regulation (03)



Construction defect (10)



Mass tort (40)



Securities litigation (28)



Environmental/Toxic tort (30)



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

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27)



Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21)



Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:a. ☐ Large number of separately represented partiesd. ☐ Large number of witnessesb. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolvee. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal courtc. ☐ Substantial amount of documentary evidencef. ☐ Substantial postjudgment judicial supervision3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): Nine (9)

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: 10/19/22

Daniel F. Gaines, Esq.

(TYPE OR PRINT NAME)

Daniel F. Gaines

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

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Telephone: (818) 703-8985

Facsimile: (818) 703-8984

Per local Rule, This case is assigned to
Judge Weil, Edward G, for all purposes.

Attorneys for Plaintiffs Angela Rael and Edwardo Quezada, on behalf of themselves and on behalf
of all similarly situated individuals

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

ANGELA RAEL and EDUARDO
QUEZADA, on behalf of themselves and on
behalf of all similarly situated individuals,

Plaintiffs,

v.

RUDGEAR LOGISTICS LLC, a California
limited liability company, and DOES 1
through 10, inclusive,

Defendants.

CASE NO: C22-02247

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

**1. FAILURE TO PAY ALL MINIMUM
AND OVERTIME WAGES DUE (LABOR
CODE §§ 510, 1194, AND 1194.2)**

**2. FAILURE TO PAY ALL WAGES DUE
(LABOR CODE §§ 226.7, 510, 512, AND
1194; IWC WAGE ORDER 9-2001)**

**3. FAILURE TO PROVIDE REST
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE §§ 226.7, 510,
AND 1194; IWC WAGE ORDER 9-2001)**

**4. FAILURE TO PROVIDE MEAL
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE §§ 226.7, 510,
512, AND 1194; IWC WAGE ORDER 9-
2001)**

**5. FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES
(LABOR CODE § 2802)**

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

**7. FAILURE TO TIMELY PAY WAGES
DUE AT SEPARATION OF**

EMPLOYMENT (LABOR CODE §§ 201-203 AND 227.3)

8. VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200

9. PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 226(a), 226.7, 227.3, 510, 512, 1194, AND 2802 AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

DEMAND FOR JURY TRIAL

Plaintiffs ANGELA RAEL and EDUARDO QUEZADA (collectively, “Plaintiffs”), on behalf of themselves and on behalf of all similarly situated individuals (the “Class” or “Plaintiffs’ Class”), on behalf of the general public, and as “Class Members” under the Labor Code Private Attorneys General Act of 2004, complain of Defendants, and each of them, as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiffs and all other non-exempt employees who work or formerly worked for RUDGEAR LOGISTICS LLC, a California limited liability company, and any subsidiaries or affiliated companies (hereinafter collectively referred to as “Defendants”) within the State of California.

2. For at least four (4) years prior to the filing of this action and continuing to the present (the “liability period”), Defendants have had a consistent policy of failing to pay all minimum and overtime wages due to Class Members (as defined below); provide legally compliant rest and meal periods or compensation in lieu thereof to Class Members; reimburse Class Members for all necessary business expenses; provide accurately itemized wage statements to Class Members; timely pay certain Class Members all wage due at the separation of their employment.

3. Plaintiffs, on behalf of themselves and members of the Class, bring this action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 227.3, 510, 512, 1194, 1194.2, and 2802 seeking

1 compensation for all unpaid wages, civil and statutory penalties, injunctive and other equitable relief,
2 and reasonable attorneys' fees and costs.

3 4. Plaintiffs, on behalf of themselves and Class Members, and pursuant to Business &
4 Professions Code §§ 17200-17208, also seek injunctive relief, restitution, and disgorgement of all
5 benefits Defendants enjoyed from their failure to pay all wages and expense reimbursement due.

6 5. Plaintiffs, on behalf of themselves and all Class Members pursuant to Labor Code §§
7 2698 *et seq.*, seek penalties for Defendants' various violations of the California Labor Code.

8 6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395
9 because Defendants employed Plaintiffs and Class Members throughout the State of California,
10 including Contra Costa County.

11 II.

12 PARTIES

13 A. Plaintiffs

14 7. Plaintiff ANGELA RAEL was employed by Defendants from November 2021
15 through February 2022 as a non-exempt employee in Contra Costa County, California.

16 8. Plaintiff EDUARDO QUEZADA was employed by Defendants from October 2021
17 through January 2022 as a non-exempt employee in Contra Costa County, California.

18 9. During their work with Defendants, Plaintiffs were:

- 19 a. Willfully denied the payment of all wages due, including all minimum and
20 overtime wages due;
- 21 b. Willfully denied rest and meal periods or compensation in lieu thereof;
- 22 c. Willfully denied reimbursement of all necessary business expenses;
- 23 d. Willfully denied accurately itemized wage statements; and
- 24 d. Willfully denied the timely payment of all wages upon separation of their
25 employment.

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B. Defendants

10. Defendant RUDGEAR LOGISTICS LLC is a California limited liability company that employed Plaintiffs and Class Members throughout the State of California, including Contra Costa County, California.

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

12. Plaintiffs are informed and believe, and based thereon allege, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

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

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III.

CLASS ACTION ALLEGATIONS

14. Plaintiffs brings this action on behalf of themselves, and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiffs seek to represent the following Class composed of and defined as follows:

THE CLASS

All non-exempt California employees employed by Defendants at any time since the date four years preceding the filing of this Action, plus any additional time tolled by the California State Judicial Council pursuant to Emergency Rule 9 in response to the COVID-19 pandemic and continuing through the present.

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

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

A. Numerosity

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

18. Accounting for employee turnover during the relevant period necessarily increases this number. Plaintiffs allege Defendants' employment records would provide information as to the number and location of members of each Class. Joinder of members of each Class is not practicable.

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B. Commonality

19. There are questions of law and fact common to each Class that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

- a. Whether Defendants fail to pay all wages due to Plaintiffs and Class Members, in violation of Labor Code §§ 226.7, 510, 512, 1194, and 1194.2 and IWC Wage Order 9-2001;
- b. Whether Defendants failed to properly provide rest periods or compensation in lieu thereof to Plaintiffs and Class Members, in violation of Labor Code §§ 226.7, 510, and 1194 and IWC Wage Order 9-2001;
- c. Whether Defendants failed to properly provide meal periods or compensation in lieu thereof to Plaintiffs and Class Members, in violation of Labor Code §§ 226.7, 510, 512, 558, and 1194 and IWC Wage Order 9-2001;
- d. Whether Defendants failed to reimburse Plaintiffs and Class Members for all necessary business expenses, in violation of Labor Code § 2802;
- e. Whether Defendants failed to provide Plaintiffs and Class Members with accurately itemized wage statements, in accordance with Labor Code § 226(a) and (e);
- f. Whether Defendants failed to timely pay Plaintiffs and Class Members all wages due and owing at the separation of their employment, in violation of Labor Code §§ 201-203 and 227.3; and
- g. Whether Plaintiffs and Class Members are entitled to equitable relief pursuant to Business & Professions Code § 17200 *et seq.*

C. Typicality

20. The claims of the named Plaintiffs are typical of the claims of members of the Class. Plaintiffs and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

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

E. Superiority of Class Action

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

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

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PAY ALL MINIMUM AND OVERTIME WAGES DUE

(LABOR CODE §§ 510, 1194, AND 1194.2)

24. Plaintiffs incorporate paragraphs 1 through 23 of this Complaint as though fully set forth herein.

25. Defendants failed to pay all minimum and overtime wages due, in violation of Labor Code §§ 510, 1194, and 1194.2 and IWC Wage Order 9-2001. Plaintiffs and Class Members worked off-the-clock: they were not paid for time spent watching mandatory training and orientation videos at the time of hire, among other unpaid work. This deprived Plaintiffs and Class Members of significant hours worked and minimum and overtime wages due, and constitutes a violation of Labor Code §§ 510, 558, 1194, and 1194.2.

26. As a result of the unlawful acts of Defendants in willfully failing to pay all wages due, Plaintiffs and members of the Class have been deprived of wages in amounts to be determined at trial and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys' fees, and costs, pursuant to Labor Code § 1194, and liquidated damages, pursuant to Labor Code § 1194.2.

Wherefore, Plaintiffs and the Class they to represent request relief as described below.

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V.

SECOND CAUSE OF ACTION

PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PAY ALL WAGES DUE

(LABOR CODE §§ 226.7, 510, 512, AND 1194; IWC WAGE ORDER 9-2001)

27. Plaintiffs incorporate paragraphs 1 through 26 of this Complaint as though fully set forth herein.

28. Labor Code § 510 provides that, “any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” Labor Code § 1194 provides that “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

29. During the liability period, Defendants failed to properly compute bonus pay, incentive pay, and other non-base hourly wages earned by Plaintiffs and Class Members into their regular rate of pay for purposes of paying them meal period premiums, rest period premiums, and overtime wages at the correct rates of pay, in violation of Labor Code §§ 226.7, 510, 512, and 1194 and IWC Wage Order No. 9-2001. Defendants failed to properly blend bonus pay, incentive pay, and other non-base hourly wages and instead paid Plaintiffs and other Class Members meal period premiums, rest period premiums, and overtime wages based only on the base hourly rate of pay, thus depriving Plaintiffs and other Class Members of all meal period premiums, rest period premiums, and overtime wages earned. This violates Labor Code §§ 226.7, 510, 512, and 1194 and IWC Wage Order No. 9-2001.

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

Wherefore, Plaintiffs and the Class they seek to represent request relief as described below.

VI.

THIRD CAUSE OF ACTION

PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE §§ 226.7, 510, AND 1194 AND IWC WAGE ORDER 9-2001)

31. Plaintiffs incorporate paragraphs 1 through 30 of this Complaint as though fully set forth herein.

32. Plaintiffs and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and IWC Wage Order 9-2001.

33. Defendants failed to pay proper premium wages to Plaintiffs and Class Members who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 9-2001. Plaintiffs and Class Members were routinely unable to take a 10-minute rest period for every four (4)

1 hours of work or major fraction thereof, but were not paid premium wages of one hour's pay at the
2 correct rate for each missed rest period. When Plaintiffs and other Class Members were able to take
3 a rest period, they were typically late or cut-short. Furthermore, as discussed above, Plaintiffs and
4 other Class Members were not paid rest period premium wages at the correct rates of pay. This
5 violates Labor Code §§ 226.7, 510, and 1194 and IWC Wage Order No. 9-2001.

6 34. Pursuant to Labor Code § 226.7 and IWC Wage Order 9-2001, Plaintiffs seek the
7 payment of all rest period compensation that they and Class Members are owed, according to proof.

8 Wherefore, Plaintiffs and the Class they to represent request relief as described below.

9 **VII.**

10 **FOURTH CAUSE OF ACTION**

11 **PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS**

12 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

13 **(LABOR CODE §§ 226.7, 510, 512, AND 1194 AND IWC WAGE ORDER 9-2001)**

14 35. Plaintiffs incorporate paragraphs 1 through 34 of this Complaint as though fully set
15 forth herein.

16 36. Plaintiffs and Class Members are entitled to one hour of pay for each day that
17 Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7
18 and 512 and IWC Wage Order 9-2001.

19 37. Defendants failed to pay proper premium wages to Plaintiffs and other Class Members
20 who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558 and IWC
21 Wage Order 9-2001. Plaintiffs and Class Members were routinely denied, and not authorized to take,
22 a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a
23 second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours,
24 but were not paid premium wages of one hour's pay at the correct rate for each missed first or second
25 meal period. Plaintiffs further contend that when they were able to take a meal period, Defendants
26 automatically deducted one hour of pay from their wages per workday, despite only taking a 30-
27 minute meal period, which deprived them of all wages due since they were not paid for all hours
28 worked. Plaintiffs also allege that when meal periods were provided, they were typically interrupted

1 or cut-short as Plaintiffs and Class Members were required to carry, be alert to, and use cell phones
2 for work purposes, resulting in on-duty meal periods. Furthermore, as discussed above, Plaintiffs and
3 other Class Members were not paid meal period premium wages at the correct rates of pay. These
4 instances violate Labor Code §§ 226.7, 510, 512, 558, and 1194 and IWC Wage Order 9-2001.

5 38. Pursuant to Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, and 1194 and IWC
6 Wage Order 4-2001, Plaintiffs seek the payment of all meal period compensation and unpaid wages
7 that Class Members are owed for four years preceding the filing of this Action, according to proof.

8 Wherefore, Plaintiffs and the Class they to represent request relief as described below.

9 **VIII.**

10 **FIFTH CAUSE OF ACTION**

11 **PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS**

12 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

13 **(LABOR CODE § 2802)**

14 39. Plaintiffs incorporate paragraphs 1 through 38 of this Complaint as though fully set
15 forth herein.

16 40. Pursuant to California Labor Code § 2802, Defendants are required to fully reimburse
17 Plaintiffs and Class Members for all out-of-pocket expenses incurred by them in the performance of
18 their job duties.

19 41. Plaintiffs and Class Members were required use their personal cell phones and incur
20 expenses to maintain their uniforms while working for Defendants as part of their work tasks for
21 Defendants, but were not fully reimbursed by Defendants for these expenses, in violation of Labor
22 Code § 2802.

23 42. As a proximate result of the aforementioned violations, Plaintiffs and Class Members
24 have been damaged in an amount according to proof at the time of trial.

25 43. Pursuant to Labor Code § 2802, Plaintiffs and Class Members are entitled to recover
26 from Defendants the full amount of the expenses they incurred in the performance of their job duties
27 that have not been reimbursed, plus interest, reasonable attorney's fees, and costs of suit.

28 Wherefore, Plaintiffs and each Class they seek to represent request relief as described below.

IX.

SIXTH CAUSE OF ACTION

KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED

EMPLOYEE WAGE STATEMENT PROVISIONS

(LABOR CODE § 226(a), (e))

44. Plaintiffs incorporate paragraphs 1 through 43 of this Complaint as though fully set forth herein.

45. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

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

47. As a consequence of Defendants' willful conduct in failing to provide Class Members with accurate itemized wage statements, Plaintiffs and members of the Class have been injured

1 because they have not been paid all wages due and were issued wage statements which do not reflect,
2 and fail to state, all information required by Labor Code § 226(a). The missing information cannot be
3 discerned at all from the face of the wage statements themselves. Plaintiffs and Class Members are
4 entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages or
5 \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in
6 a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per employee, and are entitled
7 to an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h).

8 Wherefore, Plaintiffs and the Class they seek to represent request relief as described below.

9 **X.**

10 **SEVENTH CAUSE OF ACTION**

11 **PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS**

12 **FAILURE TO TIMELY PAY WAGES DUE AT**

13 **SEPARATION OF EMPLOYMENT**

14 **(LABOR CODE §§ 201-203)**

15 48. Plaintiffs incorporate paragraphs 1 through 47 of this Complaint as though fully set
16 forth herein.

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

22 50. Defendants paid Plaintiffs and Class Members their final wages beyond the time
23 frames set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203. Plaintiffs and Class
24 Members were not paid all wages due and owing throughout the course of their employment, as
25 detailed above. Consequently, at the time of their separation from employment with Defendants, they
26 were not paid all final wages due and owing for the entirety of their employment. Furthermore, when
27 Plaintiff Angela Rael was terminated, she was not issued her final wages upon her termination—
28 instead, she was issued her final wages many days later. Additionally, when Plaintiff Edwardo

1 Quezada was terminated, he was not issued all of his accrued, but unused PTO and/or vacation wages
2 upon his separation of employment. Plaintiffs allege that Defendants maintain a policy to untimely
3 pay final wages (including unused PTO and/or vacation wages) to their former employees upon
4 separation of employment. This violates Labor Code §§ 201-202 and 227.3 and is alleged on behalf
5 of Plaintiffs and certain Class Members no longer employed by Defendants.

6 51. More than 30 days have passed since Plaintiffs and Class Members have left
7 Defendants' employ.

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

12 Wherefore, Plaintiffs and the Class they seek to represent request relief as described below.

13 **XI.**

14 **EIGHTH CAUSE OF ACTION**

15 **PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS**

16 **UNFAIR COMPETITION PURSUANT TO**

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

18 53. Plaintiffs incorporate paragraphs 1 through 52 of this Complaint as though fully set
19 forth herein.

20 54. This is a Class Action for Unfair Business Practices. Plaintiffs, on their own behalf
21 and on behalf of the general public, and on behalf of others similarly situated, bring this claim
22 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged
23 in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiffs, the general
24 public, and Class Members. Plaintiffs seek to enforce important rights affecting the public interest
25 within the meaning of Code of Civil Procedure § 1021.5.

26 55. Plaintiffs are "persons" within the meaning of Business & Professions Code § 17204,
27 and therefore have standing to bring this cause of action for injunctive relief, restitution, and other
28 appropriate equitable relief.

1 56. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
2 practices.

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

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

15 59. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
16 §17200 *et seq.* of the Business & Professions Code.

17 60. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
18 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
19 17200 *et seq.* of the Business & Professions Code.

20 61. As a proximate result of the above-mentioned acts of Defendants, Plaintiffs and others
21 similarly situated have been damaged in a sum as may be proven.

22 62. Unless restrained by this Court, Defendants will continue to engage in the unlawful
23 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court
24 should make such orders or judgments, including the appointment of a receiver, as may be necessary
25 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or
26 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
27 to, disgorgement of profits which may be necessary to restore Plaintiffs and Class Members to the
28 money Defendants have unlawfully failed to pay.

1 **XII.**

2 **NINTH CAUSE OF ACTION**

3 **PLAINTIFFS AND ALL CLASS MEMBERS AGAINST ALL DEFENDANTS**
4 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR**
5 **CODE §§ 201, 202, 226(a), 226.7, 227.3, 510, 512, 1194, AND 2802 AND PURSUANT TO**
6 **LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

7 63. Plaintiffs incorporate paragraphs 1 through 62 of this Complaint as though fully set
8 forth herein.

9 64. As a result of the acts alleged above, including the Labor Code violations set forth
10 herein, Plaintiffs seek penalties pursuant to Labor Code § 2698 *et seq.*

11 65. For each such violation, Plaintiffs and all other Class Members are entitled to penalties
12 in an amount to be shown at the time of trial subject to the following formula:

13 a. Pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202,
14 226(a), 226.7, 227.3, 510, 512, 1194, and 2802, \$100 for the initial violation
15 per employee per pay period and \$200 for each subsequent violation per
16 employee per pay period; and

17 b. Pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 226.3 and
18 558, the penalties as set forth in Labor Code §§ 226.3 and 558.

19 66. Penalties recovered will be allocated 75% to the Labor and Workforce Development
20 Agency, and 25% to the affected Class Members.

21 67. On August 1, 2022, Plaintiffs sent a letter, by online submission to the LWDA and by
22 certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
23 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor
24 Code § 2699.3(a)(2)(A), no notice was received by Plaintiffs from the LWDA within sixty-five (65)
25 calendar days of August 1, 2022. Plaintiffs may therefore commence this action to seek civil penalties
26 pursuant to Labor Code § 2698 *et seq.*

27 Wherefore, Plaintiffs and the aggrieved employees they seek to represent request relief as
28 described below.

RELIEF REQUESTED

WHEREFORE, Plaintiffs prays for the following relief:

1. For compensatory damages pursuant to Labor Code § 1194, in the amount of all unpaid wages due to Plaintiffs and Class Members;
2. For compensatory damages in the amount of all unpaid accrued, but unused vacation wages to Plaintiff and Class Members pursuant to Labor Code § 227.3;
3. For liquidated damages pursuant to Labor Code § 1194.2, in the amount of all unpaid minimum wages due to Plaintiffs and Class Members;
4. For compensatory damages in the amount of one hour of wages for each day on which a meal and/or rest period was not properly provided to Plaintiffs and Class Members pursuant to Labor Code §§ 226.7 and 512;
5. For penalties pursuant to Labor Code § 226(e) for Plaintiffs and Class Members;
6. For penalties pursuant to Labor Code § 203 for Plaintiffs and Class Members;
7. An award of prejudgment and post-judgment interest;
8. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiffs and Class Members;
9. For reimbursement of all expenses incurred by Plaintiffs and Class Members pursuant to Labor Code § 2802;
10. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiffs and all other Class Members;
11. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 2699(g)(1), and other applicable law;
12. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 2699(g)(1), 2802, and other applicable law; and

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1 13. Such other and further relief as this Court may deem just and proper.

2 Dated: October 19, 2022

Respectfully submitted,

3
4 GAINES & GAINES
A Professional Law Corporation

5
6 By: *Daniel F. Gaines*
7 DANIEL F. GAINES
8 EVAN S. GAINES
Attorneys for Plaintiffs

9 **DEMAND FOR JURY TRIAL**

10 Plaintiffs hereby demand a trial of their claims by jury to the extent authorized by law.

11 Dated: October 19, 2022

Respectfully submitted,

12 GAINES & GAINES
13 A Professional Law Corporation

14 By: *Daniel F. Gaines*
15 DANIEL F. GAINES
16 EVAN S. GAINES
Attorneys for Plaintiffs

Superior Court of California, Contra Costa County

CV - Martinez-Wakefield Taylor Courthouse
725 Court Street
Martinez CA 94553
925-608-1000
www.cc-courts.org



K. Bieker
Court Executive Officer

CASE NAME: ANGELA RAE VS. RUDGEAR LOGISTICS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	CASE NUMBER: C22-02247
NOTICE OF ASSIGNMENT TO DEPARTMENT 39 FOR CASE MANAGEMENT DETERMINATION	
THIS FORM, A COPY OF THE NOTICE TO PLAINTIFFS, THE ADR INFORMATION SHEET, AND A BLANK CASE MANAGEMENT STATEMENT ARE TO BE SERVED UPON ALL OPPOSING PARTIES, ALL PARTIES SERVED WITH SUMMONS AND COMPLAINT/CROSS-COMPLAINT. 1. THIS MATTER HAS BEEN ASSIGNED TO Department 39, Judge EDWARD G WEIL PRESIDING, FOR ALL PURPOSES; DEPARTMENT 39 IS DESIGNATED AS THE COMPLEX LITIGATION DEPARTMENT OF THE COURT AND AS SUCH (a) HEARS ALL CASES WHEREIN A DESIGNATION OF COMPLEX CASE HAS BEEN MADE AND (b) CONDUCTS HEARINGS, IN CASES THAT THIS COURT DETERMINES, ON A PRELIMINARY BASIS MAY BE COMPLEX, TO DETERMINE WHETHER THE CASE SHOULD REMAIN IN THE COMPLEX LITIGATION PROGRAM. 2. ALL COUNSEL ARE REQUIRED TO APPEAR IN DEPARTMENT 39 ON 02/17/2023 AT 8:30 AM a) IF THE CASE HAS BEEN DESIGNATED AS COMPLEX, AND NO COUNTER DESIGNATION HAS BEEN FILED, THE COURT WILL HOLD ITS FIRST CASE MANAGEMENT CONFERENCE AT THAT TIME. b) IF THE CASE HAS BEEN ASSIGNED TO DEPARTMENT 39 ON A PRELIMINARY BASIS THE COURT WILL HOLD A HEARING TO DETERMINE IF THE MATTER IS, OR IS NOT, COMPLEX. IF THE MATTER IS DETERMINED TO BE COMPLEX, THE COURT WILL THEN PROCEED WITH THE FIRST CASE MANAGEMENT CONFERENCE. 3. EACH PARTY SHALL FILE AND SERVE A CASE MANAGEMENT CONFERENCE STATEMENT FIVE (5) DAYS BEFORE THIS HEARING AND BE PREPARED TO PARTICIPATE EFFECTIVELY IN THE CONFERENCE, INCLUDING BEING THOROUGHLY FAMILIAR WITH THE CASE AND ABLE TO DISCUSS THE SUITABILITY OF THE CASE FOR PRIVATE MEDIATION, ARBITRATION OR THE USE OF A SPECIAL MASTER OR REFEREE. 4. PRIOR TO THE CONFERENCE COUNSEL FOR PLAINTIFF SHALL MEET AND CONFER WITH COUNSEL FOR EACH OTHER PARTY IN AN EFFORT TO PRECISELY DEFINE THE ISSUES IN THE CASE, DISCUSS THE POSSIBILITY OF EARLY MEDIATION, THE IDENTITIES OF POSSIBLE OTHER PARTIES, AND THEIR RESPECTIVE PLANS FOR DISCOVERY. 5. UNTIL THE TIME OF THE CONFERENCE THE FOLLOWING INTERIM ORDERS SHALL BE IN EFFECT: a) PLAINTIFF SHALL DILIGENTLY PROCEED IN LOCATING AND SERVING EACH AND EVERY DEFENDANT. IT IS THE COURT'S INTENTION THAT EACH PARTY BE SERVED IN SUFFICIENT TIME TO HAVE ENTERED AN APPEARANCE WITHIN THE TIME ALLOWED BY LAW AND TO ATTEND THE FIRST CONFERENCE. b) ALL DISCOVERY SHALL BE STAYED EXCEPTING AS ALL PARTIES TO THE ACTION MIGHT OTHERWISE STIPULATE OR THE COURT OTHERWISE ORDER. c) NO PARTY SHALL DESTROY ANY WRITING OR OTHER EVIDENCE IN ITS POSSESSION OR UNDER ITS CONTROL WHICH BEARS IN ANY WAY UPON THE MATTERS WHICH ARE THE SUBJECT OF THIS LITIGATION. d) WITHIN THE TIME FOR ANY PARTY TO FILE AN ANSWER OR DEMURRER SUCH PARTY MAY ALTERNATIVELY FILE A NOTICE OF GENERAL APPEARANCE. IN SUCH EVENT THE TIME FOR FILING OF AN ANSWER OR DEMURRER SHALL BE EXTENDED TO TWENTY (20) DAYS FOLLOWING THE FIRST CONFERENCE UNLESS THE COURT SHALL, AT THAT TIME, SET A DIFFERENT SCHEDULE. e) COUNSEL FOR EACH PARTY SHALL DO A CONFLICT CHECK TO DETERMINE WHETHER SUCH COUNSEL MIGHT HAVE A POSSIBLE CONFLICT OF INTEREST AS TO ANY PRESENT OR CONTEMPLATED FUTURE PARTY. BY ORDER OF THE COURT	

Superior Court of California, Contra Costa County

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Martinez CA 94553
925-608-1000
www.cc-courts.org



K. Bieker
Court Executive Officer

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY

I DECLARE UNDER PENALTY OF PERJURY THAT I AM NOT A PARTY TO THE WITHIN ACTION OR PROCEEDING; THAT ON THE DATE BELOW INDICATED, I SERVED A COPY OF THE FOREGOING NOTICE BY DEPOSITING SAID COPY ENCLOSED IN A SEALED ENVELOPE WITH POSTAGE THEREON FULLY PREPAID IN THE UNITED STATES MAIL AT MARTINEZ, CA AS INDICATED ABOVE.

DATE: 10/24/2022

BY: M. MACAPINLAC DEPUTY CLERK

NOTICE OF HEARING HAS BEEN PRINTED FOR THE FOLLOWING ATTORNEYS/FIRMS OR PARTIES FOR
CASE NUMBER: C22-02247 ON 10/24/2022:

ALEX P KATOFKY
4550 EAST THOUSAND OAKS BOULEVARD
SUITE 100
THOUSAND OAKS CA 91362