

**SUMMONS**  
**(CITACION JUDICIAL)**

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

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

QUALITY MANAGEMENT GROUP, INC., a California Corporation,  
and DOES 1 through 10, inclusive.

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

ANBER LITTLE, on behalf of herself and all others similarly situated,  
and on behalf of the general public,

**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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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):  
Orange County Superior Court  
Civil Complex Center  
751 West Santa Ana Blvd.  
Santa Ana, CA 92701

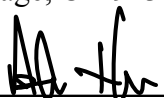
CASE NUMBER:  
(Número del Caso):  
30-2023-01325038-CU-OE-CXC

Judge William Cluster

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: 05/11/2023  
(Fecha)

DAVID H. YAMASAKI, Clerk, by  
Clerk of the Court (Secretario)

 A. THAU, 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

Assigned for all purposes:  
Judge William D. Claster  
Dept. CX104

Attorney for Plaintiff,

Anber Little, 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 ORANGE**

ANBER LITTLE, on behalf of herself and all others similarly situated, and on behalf of the general public,

Plaintiff,

vs.

QUALITY MANAGEMENT GROUP, INC.,  
a California Corporation, and DOES 1  
through 10, inclusive.

Defendants.

CASE NO. 30-2023-01325038-CU-OE-CXC

**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, 227.3, 210, 218, 222,  
6400, 6401, 6403, 6404, 6407, 8 CCR  
3202, 17200**

**DEMAND FOR JURY TRIAL**

Plaintiff Anber Little ("Plaintiff"), on behalf of herself and all others similarly situated, and on behalf of the general public 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 Quality Management Group, 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 other California employees

1 were further forced to keep their radios/walkie-talkies on during their meal and rest breaks in case of  
2 emergencies or to address the needs of Defendants' personnel. Because of this, Plaintiff and  
3 Defendant's California employees were unable to take their required meal and rest breaks.

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

7 3. Plaintiff and Defendants' California employees were required to work off the clock  
8 for Defendant. Plaintiff and Defendant California employees were asked to perform tasks prior to  
9 clocking in without being compensated for it such a, checking the grounds, opening doors to  
10 building, turning alarms off, turning lights on, entering into office, and turning computer off. It took  
11 Plaintiff on the average of 5-10 minutes to complete these tasks. Moreover, Plaintiff and  
12 Defendant's California employees were instructed to work approximately 5-10 minutes after they  
13 had clocked out to finish their assignments such as turning off the computer, exiting the office,  
14 turning off the lights, turning on the alarms, and closing the door to the building and checking the  
15 ground. Defendants did not compensate Plaintiff and Defendants' California employees if these  
16 tasks were completed outside of her regular work hours. These excess hours were not recorded on  
17 our client's and Defendants' California employees wage statements. Plaintiff and Defendant's  
18 California employees should have been compensated for that time, but she was not in violation of  
19 Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California  
20 employees were not paid for all hours worked including all straight time wages, and overtime  
21 wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

22 4. Plaintiff also claims that Defendants have failed to pay all overtime wages due to  
23 non-exempt employees. As a result, employees are not properly compensated for work performance  
24 in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a  
25 workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of  
26 Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per  
27 week and do not receive overtime compensation at a rate of one and one half of their regular rate.  
28 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.

///

1           5.       Additionally, Labor Code Section 1194(a) states: “[n]otwithstanding any agreement  
2 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal  
3 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid  
4 balance of the full amount of this minimum wage or overtime compensation, including interest  
5 thereon, reasonable attorney’s fees, and costs of suit. Plaintiff and Defendant’s California  
6 employees claim that Defendant engaged in “rounding.” This essentially means that the Defendant  
7 underpaid Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section  
8 1194(a).

9           6.       Defendants have required Plaintiff and Defendant’s California employees to work  
10 hours in excess of eight hours in a day and forty in a week but had not paid these employees  
11 overtime compensation as required by their collective bargaining agreement in violation of Labor  
12 Code § 222.

13           7.       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 Since the wage statements provided to Plaintiff failed to accurately reflect the total number of  
21 Plaintiff’s worked hours, due to the rounding. These violations also violate Labor Code §§ 226(e)  
22 and 226.3 with respect to Plaintiff and Defendants’ California employees.

23           8.       Defendants knowingly and intentionally failed to provide Plaintiff and Defendant’s  
24 California employees timely, accurate, itemized wage statements in accordance with Labor Code §  
25 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and  
26 Defendant’s California employees, and the records maintained by Defendants, have not accurately  
27 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest  
28 premiums, and total hour worked.

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

18 12. Plaintiff alleges that Defendant failed to comply with Labor Code § 227.3, which  
19 states that unless otherwise provided by a collective-bargaining agreement, whenever a contract  
20 of employment or employer policy provides for paid vacations, and an employee is terminated  
21 without having taken off her vested vacation time, all vested vacation shall be paid to him as  
22 wages at her final rate in accordance with such contract of employment or employer policy  
23 respecting eligibility or time served; provided, however, that an employment contract or  
24 employer policy shall not provide for forfeiture of vested vacation time upon termination. The  
25 Labor Commissioner or a designated representative, in the resolution of any dispute with regard  
26 to vested vacation time, shall apply the principles of equity and fairness, pursuant to Labor Code  
27 § 227.3. Defendant violated Labor Code § 227.3 because they failed to pay Plaintiff and the  
28 Aggrieved Employees wages for unused vested vacation time.

13. Defendants failed to continue to take precautions to ensure employee safety after  
the onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory  
syndrome coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant's California employees,

1 directly after the onset of COVID, were required to partake in mandatory temperature and health  
2 checks, but these activities were not enforced or practiced quickly after the onset of COVID and  
3 when COVID was still a health risk to the employees. Plaintiff and Defendant's California  
4 employees were also required to provide their own masks at the workplace. As a result of these  
5 practices, Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407  
6 for failure to provide a safe and healthful environment for their Employees, as outlines above.  
7 Defendants are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et seq.*

8 14. Defendants failed to pay all wages earned to Plaintiff and Defendant's California  
9 employees as a result of the unlawful employment policies and practices herein. As a result of  
10 these practices, Plaintiff and Defendant's California employees were underpaid for hours  
11 worked, including overtime and penalty wages, and this underpayment resulted in a failure to  
12 pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code  
13 § 210 for failure to pay wages as required by law.

14 15. Plaintiff and all other aggrieved employees bring this claim pursuant to *Business*  
15 & *Professions Code* § 17200, *et seq.* The conduct of all Defendants as alleged above has been  
16 and continues to be unfair, unlawful, and harmful to Plaintiff and Defendant's California  
17 employees.

18 16. Plaintiff, on behalf of herself and all other aggrieved employees, brings this action  
19 pursuant to Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a)(e), 201-203, 204(a)(b), 2802,  
20 227.3, 210, 218, 222, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202, and 17200.

21 17. Venue as to each Defendant is proper in this judicial district, pursuant to Code  
22 of Civil Procedure § 395. Defendants operate within the State of California. The unlawful acts  
23 alleged herein took place in Anaheim, California.

## 24 II. PARTIES

### 25 A. PLAINTIFF

26 18. Plaintiff ANBER LITTLE is a resident of Los Angeles, California. At all times  
27 relevant herein, she was employed by Defendants in Orange County, California. Plaintiff was  
28 employed by Defendants as a non-exempt, hourly employee in California, including in and around  
the city of Anaheim, County of Orange. During Plaintiff's employment:

A. Plaintiff did not receive final wages at the time of her termination.

B. Plaintiff was required to work without meal and rest periods, nor compensation in lieu

thereof, as required by the Labor Code and relevant Wage Orders.

- C. Plaintiff was required to work either in excess of eight hours per workday or in excess of 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).
- E. Plaintiff did not receive her compensation in accordance with Labor Code § 204 in that Defendants failed to issues wages to its employees within seven (7) calendar days after the pay period ended.
- F. Plaintiff was not paid in a timely manner pertaining to the waiting time penalties in accordance with Labor Code §§ 201-203.
- G. Defendant also failed to reimburse Plaintiff and Defendant's California employees for reasonable and necessary expenses in the course of their job duties, in violation of Labor Code § 2802.

**B. DEFENDANTS**

19. Defendant Quality Management Group, Inc., is a California Limited Liability Company doing business in Anaheim, California. It operates within the State of California. Defendant employed Plaintiff and similarly situated employees within California. The violations alleged herein arose in Anaheim, California.

20. As used herein, the term "AGGRIEVED EMPLOYEES," and "DEFENDANTS' CALIFORNIA EMPLOYEES," shall mean Defendant Quality Management Group, Inc.'s non-exempt employees.

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

22. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint

1 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are  
2 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the  
3 employer and/or joint employer of Plaintiff and all other aggrieved employees.

### 4 **FACTUAL ALLEGATIONS**

5 23. Plaintiff and Defendant's California employees were routinely unable, and not  
6 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-  
7 minute meal break for every shift they worked. Specifically, Plaintiff and other California  
8 employees were further forced to keep their radios/walkie-talkies on during their meal and rest  
9 breaks in case of emergencies or to address the needs of Defendants' personnel. Because of this,  
10 Plaintiff and Defendant's California employees were unable to take their required meal and rest  
11 breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal  
12 and rest break to Plaintiff and Defendant's California employees who were denied timely meal and  
13 rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section  
14 12.

15 24. Plaintiff and Defendants' California employees were required to work off the clock  
16 for Defendant. Plaintiff and Defendant California employees were asked to perform tasks prior to  
17 clocking in without being compensated for it such a, checking the grounds, opening doors to  
18 building, turning alarms off, turning lights on, entering into office, and turning computer off. It took  
19 Plaintiff on the average of 5-10 minutes to complete these tasks. Moreover, Plaintiff and  
20 Defendant's California employees were instructed to work approximately 5-10 minutes after they  
21 had clocked out to finish their assignments such as turning off the computer, exiting the office,  
22 turning off the lights, turning on the alarms, and closing the door to the building and checking the  
23 ground. Defendants did not compensate Plaintiff and Defendants' California employees if these  
24 tasks were completed outside of her regular work hours. These excess hours were not recorded on  
25 our client's and Defendants' California employees wage statements. Plaintiff and Defendant's  
26 California employees should have been compensated for that time, but she was not in violation of  
27 Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California  
28 employees were not paid for all hours worked including all straight time wages, and overtime  
wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

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

10           26. Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any agreement  
11 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal  
12 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid  
13 balance of the full amount of this minimum wage or overtime compensation, including interest  
14 thereon, reasonable attorney's fees, and costs of suit. Plaintiff and Defendant's California  
15 employees claim that Defendant engaged in "rounding." This essentially means that the Defendant  
16 underpaid Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section  
17 1194(a).

18           27. Defendants have required Plaintiff and Defendant's California employees to work  
19 hours in excess of eight hours in a day and forty in a week but had not paid these employees  
20 overtime compensation as required by their collective bargaining agreement in violation of Labor  
21 Code § 222.

22           28. Defendants failed to issue Plaintiff and Defendant's California employees accurately  
23 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California  
24 employees with all wages due, as detailed above, their wage statements failed to accurately state all  
25 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of  
26 Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5), and all  
27 applicable hourly rates during the pay period and the corresponding number of hours worked, in  
28 violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due.  
Since the wage statements provided to Plaintiff failed to accurately reflect the total number of  
Plaintiff's worked hours, due to the rounding. These violations also violate Labor Code §§ 226(e)  
and 226.3 with respect to Plaintiff and Defendants' California employees.

1           29. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's  
2 California employees timely, accurate, itemized wage statements in accordance with Labor Code §  
3 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and  
4 Defendant's California employees, and the records maintained by Defendants, have not accurately  
5 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest  
6 premiums, and total hour worked.

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

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

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

27           33. Plaintiff alleges that Defendant failed to comply with Labor Code § 227.3, which  
28 states that unless otherwise provided by a collective-bargaining agreement, whenever a contract  
of employment or employer policy provides for paid vacations, and an employee is terminated  
without having taken off her vested vacation time, all vested vacation shall be paid to him as  
wages at her final rate in accordance with such contract of employment or employer policy

1 respecting eligibility or time served; provided, however, that an employment contract or  
2 employer policy shall not provide for forfeiture of vested vacation time upon termination. The  
3 Labor Commissioner or a designated representative, in the resolution of any dispute with regard  
4 to vested vacation time, shall apply the principles of equity and fairness, pursuant to Labor Code  
5 § 227.3. Defendant violated Labor Code § 227.3 because they failed to pay Plaintiff and the  
Aggrieved Employees wages for unused vested vacation time.

6 34. Defendants failed to continue to take precautions to ensure employee safety after  
7 the onset of COVID. Under LC §6409.6(a)(1). “COVID-19” means severe acute respiratory  
8 syndrome coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant’s California employees,  
9 directly after the onset of COVID, were required to partake in mandatory temperature and health  
10 checks, but these activities were not enforced or practiced quickly after the onset of COVID and  
11 when COVID was still a health risk to the employees. Plaintiff and Defendant’s California  
12 employees were also required to provide their own masks at the workplace. As a result of these  
13 practices, Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407  
14 for failure to provide a safe and healthful environment for their Employees, as outlines above.  
Defendants are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et seq.*

15 35. Defendants failed to pay all wages earned to Plaintiff and Defendant’s California  
16 employees as a result of the unlawful employment policies and practices herein. As a result of  
17 these practices, Plaintiff and Defendant’s California employees were underpaid for hours  
18 worked, including overtime and penalty wages, and this underpayment resulted in a failure to  
19 pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code  
§ 210 for failure to pay wages as required by law.

20 36. Plaintiff and all other aggrieved employees bring this claim pursuant to *Business*  
21 *& Professions Code* § 17200, *et seq.* The conduct of all Defendants as alleged above has been  
22 and continues to be unfair, unlawful, and harmful to Plaintiff and Defendant’s California  
employees.

### 23 **FIRST CAUSE OF ACTION**

#### 24 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR** 25 **CODE §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204(a)(b), 2802, 227.3, 210,** 26 **218, 222, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202, 17200**

27 37. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set

1 forth herein.

2 38. As a result of the acts alleged herein, Plaintiff seeks penalties under Labor Code §  
3 2698 *et seq.* because of Defendants' violations of Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2,  
4 226(a), (e), 201-203, 204(a)(b), 2802, 227.3, 210, 218, 222, 6400, 6401, 6403, 6404, 6407, 8 CCR  
5 3202, 17200.

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

8 a. With respect to the violation of Labor Code § 2699(f) for violations of  
9 Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203,  
10 204(a)(b), 2802, 227.3, 210, 218, 222, 6400, 6401, 6403, 6404, 6407, 8  
11 CCR 3202, 17200 \$100 for the initial violation per employee per pay  
12 period and \$200 for each subsequent violation per employee per pay  
13 period.

14 40. These penalties will be allocated 75% to the Labor Workforce Development Agency,  
15 and 25% to the affected employees.

16 41. On March 7, 2023, Plaintiff sent a letter, by certified mail, return receipt requested, to  
17 the LWDA and Defendants setting forth the facts and theories of the violations alleged against  
18 Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit "A"**). Pursuant to Labor Code §  
19 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar  
20 days of March 7, 2023. Plaintiff may therefore commence this action to seek penalties pursuant to  
21 Labor Code § 2698 *et seq.*

22 42. Wherefore, Plaintiff and the aggrieved employees he seeks to represent request relief  
23 as described herein.

24 **ALLEGATIONS AS TO FAILURE TO PROVIDE MEAL AND REST PERIODS OR**  
25 **COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, 512, 558)**

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

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

45. Defendants have failed to provide Plaintiff and all other aggrieved employees one or

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

4 46. Plaintiff and Defendant's California employees were routinely unable, and not  
5 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-  
6 minute meal break for every shift they worked. Specifically, Plaintiff and other California employees  
7 were further forced to keep their radios/walkie-talkies on during their meal and rest breaks in case of  
8 emergencies or to address the needs of Defendants' personnel. Because of this, Plaintiff and  
9 Defendant's California employees were unable to take their required meal and rest breaks.  
10 Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest  
11 break to Plaintiff and Defendant's California employees who were denied timely meal and rest  
12 breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.  
13 Pursuant to Labor Code §§ 226.7 and 512, Plaintiff seeks the payment of all meal and rest period  
14 compensations, which he was owed since he commenced working for Defendants, according to  
15 proof.

16 47. Additionally, Plaintiff is entitled to, and seeks, attorney's fees and costs, and  
17 prejudgment interest.

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

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

22 49. Plaintiff and Defendants' California employees were required to work off the clock  
23 for Defendant. Plaintiff and Defendant California employees were asked to perform tasks prior to  
24 clocking in without being compensated for it such a, checking the grounds, opening doors to  
25 building, turning alarms off, turning lights on, entering into office, and turning computer off. It took  
26 Plaintiff on the average of 5-10 minutes to complete these tasks. Moreover, Plaintiff and  
27 Defendant's California employees were instructed to work approximately 5-10 minutes after they  
28 had clocked out to finish their assignments such as turning off the computer, exiting the office,  
turning off the lights, turning on the alarms, and closing the door to the building and checking the  
ground. Defendants did not compensate Plaintiff and Defendants' California employees if these  
tasks were completed outside of her regular work hours. These excess hours were not recorded on

our client's and Defendants' California employees wage statements. Plaintiff and Defendant's California employees should have been compensated for that time, but she was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

50. Plaintiff also claims that Defendants have 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.

51. Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any agreement to work for a lesser wage, 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. Plaintiff and Defendant's California employees claim that Defendant engaged in "rounding." This essentially means that the Defendant underpaid Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section 1194(a).

52. As a result of the unlawful acts of Defendants in willfully failing to pay all wages, Plaintiff and Defendant's California employees 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.

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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))**

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

54. 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).

55. 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. Since the wage statements provided to Plaintiff failed to accurately reflect the total number of Plaintiff's worked hours, due to the illegal rounding. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

56. 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.

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

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

8           60.       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          61.       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          62.       More than 30 days have passed since Plaintiff’s employment ended with  
22          Defendants.

23          63.       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          64.       Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set  
29          forth herein.

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

1           66.     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           67.     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           68.     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           69.     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           70.     Plaintiff hereby incorporates preceding paragraphs of this Complaint as though  
24 fully set forth herein.

25           71.     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           72.     Defendant failed to reimburse Plaintiff and Defendant's California employees for  
the equipment they purchased to perform work for Defendant such as face masks and office  
supplies. Defendant further failed to reimburse its California employees for using their personal  
cell phones, computer, and home internet for the benefit of Defendant. Labor Code section 2802

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

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

7 74. Plaintiff also requests relief as described below.

8 **ALLEGATIONS AS TO FAILURE TO PAY ALL ACCRUED AND VESTED**  
9 **VACATION/PTO WAGES IN VIOLATION OF (LABOR CODE § 227.3)**

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

11 76. At times relevant to this Complaint, Plaintiff and Defendant’s California  
12 employees were non-exempt employees of Defendants, covered by California Labor Code  
13 section 227.3.

14 77. California Labor Code section 227.3 states in relevant part

15 Unless otherwise provided by a collective-bargaining agreement, whenever a  
16 contract of employment or employer policy provides for paid vacations, and an  
17 employee is terminated without having taken off his vested vacation time, all  
vested vacation shall be paid to him as wages at his final rate in accordance with  
such contract of employment or employer policy respecting eligibility or time  
served....

18 78. Defendants employ policies which provide for vacation/PTO to Plaintiff and  
19 similarly situated employees.

20 79. Plaintiff further alleges that Defendant failed to comply with Labor Code Section  
21 227.3, which states that unless otherwise provided by a collective-bargaining agreement,  
22 whenever a contract of employment or employer policy provides for paid vacations, and an  
23 employee is terminated without having taken off his vested vacation time, all vested vacation  
24 shall be paid to him as wages at his final rate in accordance with such contract of employment or  
25 employer policy respecting eligibility or time served; provided, however, that an employment  
26 contract or employer policy shall not provide for forfeiture of vested vacation time upon  
termination. The Labor Commissioner or a designated representative, in the resolution of any

1 dispute with regard to vested vacation time, shall apply the principles of equity and fairness,  
2 pursuant to Labor Code § 227.3. Defendant violated Labor Code § 227.3 because they failed to  
3 pay Plaintiff and the Aggrieved Employees wages for unused vested vacation time.

4 80. Wages vest during the pay period in which they are earned. Plaintiff and  
5 Defendant's California employees earned vacation/PTO wages while employed by Defendant.  
6 Defendant maintained a policy in which they would not rollover vacation/PTO and/or would not  
7 pay vested vacation/PTO wages upon termination.

8 81. Defendants employed policies and procedures which ensured Plaintiff and  
9 similarly situated employees would not receive their accrued and vested vacation/PTO wages  
10 upon termination.

11 82. Pursuant to California Labor Code section 227.3, Plaintiff and Defendant's  
12 California employees and members seek their earned and vested vacation/PTO wages, plus  
13 interest thereon, for the four years preceding the filing of this Complaint.

14 **ALLEGATIONS AS TO FAILURE TO PAY FOR ALL HOURS WORKED,**  
15 **INCLUDING OVERTIME HOURS WORKED IN VIOLATION OF**  
16 **(LABOR CODES §§ 210, 218, 222)**

17 83. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set  
18 forth herein.

19 84. Section 2(K) or Wage Order 5 defines "hours worked" as "the time during which an  
20 employee is subject to the control of an employer, and including all the time the employee is  
21 suffered or permitted to work, whether or not required to do so." Labor Code §§ 1194 and 1197  
22 required employers to compensate Plaintiff for all hours worked at least at a minimum wage ad  
23 established by the Wage Order. Defendants did not pay for all hours worked and frequently required  
24 Plaintiff to work off the clock. Defendants have been engaged in many unlawful employment  
25 practices which resulted in underpayment for hours worked each pay period as more set forth below:

26 85. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay  
27 Plaintiff all wages earned twice during each calendar month pursuant to Labor Code § 204(a).  
28 Defendants failed to pay all wages earned to Plaintiff as a result of the unlawful employment policies  
and practices herein. As a result of these practices, Plaintiff was underpaid for hours worked,  
including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages  
owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure

1 to pay wages as required by law.

2 86. Failure to Pay Overtime Wages. Defendants have required to work hours in excess of  
3 eight hours in a day and forty in a week but had not paid Plaintiff overtime compensation as required  
4 by their collective bargaining agreement in violation of Labor Code § 222. As a result, Plaintiff has  
5 been denied payment for all hours worked as required by Cal. Labor Code § 222, § 1194, § 1198.  
6 Defendants are liable for civil penalties pursuant to Labor Code §§ 558.

7 **ALLEGATIONS AS TO FAILURE TO PROVIDE PLACE OF EMPLOYMENT**  
8 **THAT IS SAFE AND HEALTHFUL IN VIOLATION OF**  
9 **(LABOR CODE §§ 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202)**

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

12 88. Cal. Labor Code § 6400(a) provides that every employer shall furnish employment  
13 and a place of employment that is safe and healthful for Plaintiff therein. Cal. Labor Code § 6401  
14 provides that “every employer shall furnish and use safety devices and safeguard, and shall adopt  
15 and use practices, means, methods, operations, and processes which are reasonably adequate to  
16 render such employment and place of employment safe and healthful. Every employer.

17 89. Pursuant to Cal. Labor Code § 6402, no employer shall require, or permit any  
18 employee to go or be in any employment or place of employment which is not safe and healthful.  
19 Cal. Labor Code § 6403 states that no employer shall fail or neglect to provide and use safety  
20 devices and safeguard reasonably adequate to render the employment and place of employment safe,  
21 or adopt and use methods and processes reasonably necessary to protect the life, safety, and health of  
22 Plaintiff and Defendant’s California employees.

23 90. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any  
24 place pf employment that is not safe and healthful. Cal. Labor Code § 6407 provides that every  
25 employer and every employee shall comply with occupational safety and health standards, with  
26 Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant to  
27 this division which are applicable to her own actions and conduct. Defendants failed to continue to  
28 take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1).  
“COVID-19” means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff,  
directly after the onset of COVID, were required to partake in mandatory temperature and health  
checks, but these activities were not enforced or practiced quickly after the onset of COVID and

1 when COVID was still a health risk to Plaintiff and Defendant's California employees. Plaintiff and  
2 Defendant's California employees was also required to provide their own masks at the workplace.

3 91. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400,  
4 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for  
5 Plaintiff, as outlines above.

6 **ALLEGATIONS AS TO UNFAIR COMPETITION PURSUANT TO**  
7 **BUSINESS & PROFESSIONS CODE § 17200**

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

10 93. This is an Action for Unfair Business Practices. Plaintiff Anber Little brings this  
11 claim pursuant to *Business & Professions Code* § 17200, et seq. The conduct of all Defendants as  
12 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff and  
13 Defendant's California employees as a result of Defendant's failure to comply with the labor code  
14 sections as set out above including but not limited to Labor Code Sections 6400, 6401, 6402, 6403,  
15 6404, 6407. Plaintiff and Defendant's California employees seek to enforce important rights  
16 affecting the public interest within the meaning of *Code of Civil Procedure* § 1021.5.

17 94. Plaintiff is a "person" within the meaning of *Business & Professions Code* § 17204,  
18 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other  
19 appropriate equitable relief.

20 95. *Business & Profession Code* § 17200 et. seq. prohibits unlawful and unfair business  
21 practices.

22 96. Defendants have violated statutes and public policies. Through the conduct alleged in  
23 this Complaint, Defendants, and each of them, have acted contrary to these public policies, have  
24 violated specific provisions of the *Labor Code*, and have engaged in other unlawful and unfair  
25 business practices in violation of *Business & Professions Code* § 17200, et seq., depriving Plaintiff,  
26 of rights, benefits, and privileges guaranteed to Plaintiff under law.

27 97. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of  
28 § 17200 et. seq. of the *Business & Professions Code*.

98. As a proximate result of the above mentioned acts of Defendants, Plaintiff has been  
damaged in a sum as may be proven.

99. Unless restrained by this Court, Defendants will continue to engage in the unlawful

1 conduct as alleged above. Pursuant to *Business & Professions Code*, this Court should make such  
2 orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use  
3 or employment, by Defendants, their agents, or Plaintiff, of any unlawful or deceptive practice  
4 prohibited by the *Business & Professions Code*, and/or, including but not limited to, disgorgement of  
5 profits which may be necessary to restore Plaintiff to the money Defendants have unlawfully failed  
6 to pay.

7 **RELIEF REQUESTED**

8 WHEREFORE, Plaintiff prays for the following relief:

- 9 1. For penalties pursuant to Labor Code § 203 for Plaintiff and all other aggrieved  
10 employees who are no longer employed by Defendants, equal to their daily wage multiplied by thirty  
11 (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  
17 employees;
- 18 5. For penalties pursuant to Labor Code § 204(b) for Plaintiff and all other aggrieved  
19 employees;
- 20 6. For penalties pursuant to Labor Code § 2802 for Plaintiff and all other aggrieved  
21 employees;
- 22 7. For penalties pursuant to Labor Code § 227.3 for Plaintiff and all other aggrieved  
23 employees;
- 24 8. For penalties pursuant to Labor Code § 210 for Plaintiff and all other aggrieved  
25 employees;
- 26 9. For penalties pursuant to Labor Code § 222 for Plaintiff and all other aggrieved  
27 employees;
- 28 10. For penalties pursuant to Labor Code § 6400 for Plaintiff and all other aggrieved  
employees;
11. For restitution for unfair competition pursuant to Business and Professions Code §  
17200 et seq., including disgorgement of profits, in an amount as may be proven;

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

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

14. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1);

15. An award of prejudgment and post-judgment interest;

16. An award providing for payment of costs of suit; and

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

Dated: May 11, 2023

OTKUPMAN LAW FIRM,  
A Law Corporation

By:



ROMAN OTKUPMAN  
Attorneys for Plaintiff

**DEMAND FOR JURY TRIAL**

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

Dated: May 11, 2023

OTKUPMAN LAW FIRM,  
A Law Corporation

By:



ROMAN OTKUPMAN  
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

March 7, 2023

**VIA ELECTRONIC FILING**

Labor & Workforce Development Agency

**VIA CERTIFIED MAIL**

Quality Management Group, Inc.  
3105 E. Guasti Rd., Suite 100  
Ontario, CA 91761  
Defendant certified mail # 7022 3330 0001 1014 6193

**VIA CERTIFIED MAIL**

Agent for Service of Process  
Joshua Labarge  
3105 E. Guasti Rd., Suite 100  
Ontario, CA 91761  
Agent certified mail # 7022 3330 0001 1014 6322

**VIA CERTIFIED MAIL**

Quality Management Group, Inc. dba LaBarge Industries, Inc.  
3105 E. Guasti Rd., Suite 100  
Ontario, CA 91761  
Defendant certified mail # 7022 3330 0001 1013 6460

**VIA CERTIFIED MAIL**

Quality Management Group, Inc.  
1310 W. Diamond St.  
Anaheim, CA 92801  
Defendant certified mail # 7022 3330 0001 1013 6477

Re: ***Anber Little v. Quality Management Group, Inc., Quality Management Group, Inc. dba LaBarge Industries, Inc. – Labor Code Violations of Quality Management Group, Inc., Quality Management Group, Inc. dba LaBarge Industries, Inc. – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Anber Little (“Plaintiff”), a former California employee of Quality Management Group, Inc., Quality Management Group, Inc. dba LaBarge Industries, 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 on or about September 1, 2021. While working for Defendant as a Property Manager, Plaintiff was earning (\$18.25) dollars 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 other California employees were further forced to keep their radios/walkie-talkies on during their meal and rest breaks in case of emergencies or to address the needs of Defendants’ personnel. 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 and Defendants’ California employees were required to work off the clock for Defendant. Plaintiff and Defendant California employees were asked to perform tasks prior to clocking in without being compensated for it such a, checking the grounds, opening doors to building, turning alarms off, turning lights on, entering into office, and turning computer off. It took Plaintiff on the average of 5-10 minutes to complete these tasks. Moreover, Plaintiff and Defendant’s California employees were instructed to work approximately 5-10 minutes after they had clocked out to finish their assignments such as turning off the computer, exiting the office, turning off the lights, turning on the alarms, and closing the door to the building and checking the ground. Defendants did not compensate Plaintiff and Defendants’ California employees if these tasks were completed outside of her regular work hours. These excess hours were not recorded on our client’s and Defendants’ California employees wage statements. Plaintiff and Defendant’s California employees should have been compensated for that time, but she was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant’s California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

Plaintiff also claims that Defendants have 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.

Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any agreement to work for a lesser wage, 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. Plaintiff and Defendant's California employees claim that Defendant engaged in "rounding." This essentially means that the Defendant underpaid Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section 1194(a).

Defendants have required Plaintiff and Defendant's California employees to work hours in excess of eight hours in a day and forty in a week but had not paid these employees overtime compensation as required by their collective bargaining agreement in violation of Labor Code § 222.

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. Since the wage statements provided to Plaintiff failed to accurately reflect the total number of Plaintiff's worked hours, due to the rounding. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements 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.

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 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 and office supplies. Defendant further failed to reimburse its California employees for using their personal cell phones, computer, and home internet 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.

Plaintiff alleges that Defendant failed to comply with Labor Code § 227.3, which states that unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off her vested vacation time, all vested vacation shall be paid to him as wages at her final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination. The Labor Commissioner or a designated representative, in the resolution of any dispute with regard to vested vacation time, shall apply the principles of equity and fairness, pursuant to Labor Code § 227.3. Defendant violated Labor Code § 227.3 because they failed to pay Plaintiff and the Aggrieved Employees wages for unused vested vacation time.

Defendants failed to continue to take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant's California employees, directly after the onset of COVID, were required to partake in mandatory temperature and health checks, but these activities were not enforced or practiced quickly after the onset of COVID and when COVID was still a health risk to the employees. Plaintiff and Defendant's California employees were also required to provide their own masks at the workplace. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as outlines above. Defendants are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et seq.*

Defendants failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices,

Labor & Workforce Development Agency

**Quality Management Group, Inc.**

**Quality Management Group, Inc. dba LaBarge Industries, Inc.**

March 7, 2023

Page 5

Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

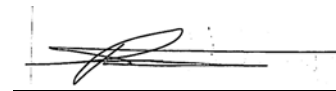
Plaintiff and all other aggrieved employees bring this claim pursuant to *Business & Professions Code* § 17200, et seq. The conduct of all Defendants as alleged above has been and continues to be unfair, unlawful, and harmful to Plaintiff and Defendant's California employees.

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):<br>Roman Otkupman, Esq. Bar No. 249423; Nidah Farishta, Esq. Bar No. 312360<br>Otkupman Law Firm, ALC<br>5743 Corsa Ave, Suite 123<br>Westlake Village, CA 91362<br>TELEPHONE NO.: (818) 293-5623 FAX NO.: (888) 850-1310<br>ATTORNEY FOR (Name): Plaintiff Anber Little |                                                                                                                                                                                                  | FOR COURT USE ONLY                                                                     |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange<br>STREET ADDRESS: Orange County Superior Court<br>MAILING ADDRESS: Civil Complex Center<br>CITY AND ZIP CODE: 751 West Santa Ana Blvd.<br>BRANCH NAME: Santa Ana, CA 92701                                                                                                                         |                                                                                                                                                                                                  |                                                                                        |
| CASE NAME:<br>Anber Little v. Quality Management Group, Inc.                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                  |                                                                                        |
| <b>CIVIL CASE COVER SHEET</b><br><input checked="" type="checkbox"/> <b>Unlimited</b><br>(Amount demanded exceeds \$25,000)<br><input type="checkbox"/> <b>Limited</b><br>(Amount demanded is \$25,000 or less)                                                                                                                                    | <b>Complex Case Designation</b><br><input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b><br>Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) | CASE NUMBER:<br>30-2023-01325038-CU-OE-CXC<br>JUDGE: William D. Cluster<br>DEPT: CX104 |

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:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)<br><b>Non-PI/PD/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input checked="" type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b><br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> 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. <input type="checkbox"/> Large number of separately represented parties                                                     | d. <input type="checkbox"/> Large number of witnesses                                                                                                      |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence                                                         | f. <input type="checkbox"/> 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: May 11, 2023

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