

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

LAWRENCE TRACTOR COMPANY, INC., a California Corporation,
and DOES 1 through 10, inclusive.

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

JUAN GONZALEZ, on behalf of himself and all others similarly
situated, and on behalf of the general public,

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

ELECTRONICALLY

FILED

BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KING'S COUNTY

05/15/2023

NOCONA SOBOLESKI, CLERK OF THE COURT
SANDRA ACEVEDO, DEPUTY

Sandra Acevedo

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

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): **Hanford Courthouse**
1640 Kings County Drive
Hanford, CA 93230

CASE NUMBER:
(Número del Caso):

23CU0180

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, Ste 123, Westlake Village, CA 91362; (818)293-5623

DATE: **05/15/2023**
(Fecha)

Clerk, by
(Secretario)

Sandra Acevedo
Sandra Acevedo

, 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

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

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

FILED

BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KING'S COUNTY

05/15/2023

NOCONA SOBOLESKI, CLERK OF THE COURT
SANDRA ACEVEDO, DEPUTY



Roman Otkupman, CSBN 249423

Roman@OLFLA.com

Nidah Farishta, CSBN 312360

Nidah@OLFLA.com

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave., Suite 123,

Westlake Village, CA 91362

Telephone: (818) 293-5623

Facsimile: (888) 850-1310

Attorney for Plaintiff,

Juan Gonzalez, on behalf of himself and all others similarly situated, and on behalf of the
general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KINGS

JUAN GONZALEZ, on behalf of himself and
all others similarly situated, and on behalf of
the general public,

Plaintiff,

vs.

LAWRENCE TRACTOR COMPANY, INC.,
a California Corporation, and DOES 1
through 10, inclusive.

Defendants.

CASE NO. 23CU0180

CLASS ACTION COMPLAINT FOR:

1. **FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF (LABOR CODE § 226.7, 512 and 558);**
2. **FAILURE TO PROVIDE REST PERIODS IN VIOLATION OF (LABOR CODE § 226.7, 512 and 558);**
3. **FAILURE TO PAY ALL WAGES IN VIOLATION OF (LABOR CODE §§ 510, 1194, 1194.2);**
4. **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS (LABOR CODE § 226(a), (e), 1174(d);**
5. **FAILURE TO TIMELY PAY WAGES DUE AT TERMINATION (LABOR CODE §§ 201-203);**
6. **FAILURE TO TIMELY PAY EMPLOYEES IN VIOLATION OF LABOR CODE § 204(a)(b);**
7. **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN VIOLATION OF (LABOR CODE § 2802);**

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8. **FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS WORKED IN VIOLATION OF (LABOR CODE § 210, 218);**

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

10. **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200**

DEMAND FOR JURY TRIAL

PLAINTIFF, Juan Gonzalez (“Plaintiff”), on behalf of himself and other “aggrieved employees” complains of Defendants as follows:

I. INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure § 382 on behalf of Plaintiff and certain individuals who are employed by, or were formerly employed by, Clayton Manufacturing Company and any subsidiaries or affiliated companies (hereinafter collectively referred to as “Defendants”) within California.

2. For at least four (4) years prior to the filing of this action and continuing to the present (the “liability period”).

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

1 4. Plaintiff, on behalf of himself and all other California employees of Defendant claims
2 that Defendant has failed to pay all overtime wages due to non-exempt employees. Defendant pays
3 their employees bonuses and commissions which are not included in the employees' regular rate of
4 pay for the purposes of computing the proper overtime rate. As a result, employees are not properly
5 compensated for work performed in excess of eight (8) hours in a workday and work performed in
6 excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular
7 rate of pay. These failures to pay all overtime wages constitute violations of Labor Code §§ 510,
1194, and 1194.2.

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

17 6. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
18 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
19 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
20 Defendant's California employees, and the records maintained by Defendants, have not accurately
21 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
22 premiums, and total hour worked.

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

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1 8. Defendant pays Plaintiff and it's California employees on a bi-monthly basis and has
2 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-monthly basis
3 must be paid no later than ten calendar days following the close of the payroll period. Due to the
4 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).

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

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

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

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12. 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.

13. Plaintiff, on behalf of himself and all proposed Plaintiff Class members (specifically, the "California Class" as defined herein), brings this action pursuant to Labor Code §§ 226.7, 512, and 558, Labor §§ 510, 1194, 1194.2, Labor § 226(a)(e), 1174(d), Labor Code § 201-203, Labor Code § 204(a)(b), Labor § 2802, Labor § 210, 218, Labor Code §§ 6400, 6401, 6403, 6404, 6407, 8CCR 3202, Business & Professions Code § 17200, et seq. 6400.

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

II. PARTIES

A. PLAINTIFF

15. Plaintiff Juan Gonzalez is a resident of Lemoore, California. At all times relevant herein, he was employed by Defendants in Kings County, California. Plaintiff was employed by Defendants as a non-exempt, hourly employee in California, including in and around the city of Hanford, County of Kings. During Plaintiff's employment:

- A. Plaintiff did not receive final wages upon termination.
- B. Plaintiff and the Class were not paid in a timely manner pertaining to the waiting time penalties in accordance with Labor Code §§ 201-203.
- C. Plaintiff was forced to receive inaccurately itemized and deficient wage statements, in violation of Labor Code § 226(a).
- D. Plaintiff did not receive his compensation in accordance with Labor Code Section 204 in that Defendant failed to issues wages to its employees within ten (10) calendar days after the pay period ended.
- E. 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.
- F. 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.
- 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

16. Defendant Lawrence Tractor Company, Inc. is doing business in Hanford, California. It operates within the State of California. Defendants employed Plaintiff and similarly situated employees within California. The violations alleged herein arose in Hanford, California.

17. 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.

18. 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 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the proposed Class.

FACTUAL ALLEGATIONS

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

20. Plaintiff, on behalf of himself and all other California employees of Defendant claims that Defendant has failed to pay all overtime wages due to non-exempt employees. Defendant pays their employees bonuses and commissions which are not included in the employees' regular rate of

1 pay for the purposes of computing the proper overtime rate. As a result, employees are not properly
2 compensated for work performed in excess of eight (8) hours in a workday and work performed in
3 excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular
4 rate of pay. These failures to pay all overtime wages constitute violations of Labor Code §§ 510,
1194, and 1194.2.

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

13 22. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
14 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
15 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
16 Defendant's California employees, and the records maintained by Defendants, have not accurately
17 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
premiums, and total hour worked.

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

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

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

26. 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.*

27. 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, 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.

28. 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.

CLASS ACTION ALLEGATIONS

29. Plaintiff brings this action on behalf of himself and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure.

30. Plaintiff seeks to represent a class composed of and defined as follows:

THE CALIFORNIA CLASS

31. All current and former California employees of Defendants since the date four (4) year prior to the filing of this complaint.

32. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or modify the class description with greater specificity or further division into subclasses or limitation to particular issues.

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

A. NUMEROSITY

34. The potential members of the proposed Class as defined are so numerous that joinder of all the members of the proposed Class is impracticable. While the precise number of proposed Plaintiff Class members has not been determined at this time, Plaintiff is informed and believes that Defendants currently employ, and during the relevant time periods employed, over seventy-five (75) Class members in the State of California.

35. Accounting for employee turnover during the relevant periods necessarily increases this number substantially. Plaintiff alleges that Defendants' employment records would provide information as to the number and location of all proposed Plaintiff Class members. Joinder of all members of the proposed Class is not practicable.

B. COMMONALITY

36. There are questions of law and fact common to the proposed Class that predominate over any questions affecting only individual Class members. These common questions of law and fact include, without limitation, whether Defendants failed to provide members of the Class with wage statements that fully and accurately itemize the requirements set forth in Labor Code §226(a), accurate final wages, and final wages on the day of termination and or within seventy-two (72) hours of separation and whether the rest periods were timely made available.

C. TYPICALITY

37. The claims of the named Plaintiff are typical of the claims of the proposed Class. Plaintiff and all members of the proposed Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the

force and effect of law, and statutes as alleged herein.

D. ADEQUACY OF REPRESENTATION

38. Plaintiff will fairly and adequately represent and protect the interests of the members of the proposed Class. Counsel who represents Plaintiff is competent and experienced in litigating large employment class actions.

E. SUPERIORITY OF CLASS ACTION

39. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed Plaintiff Class members is not practicable, and questions of law and fact common to the proposed Class predominate over any questions affecting only individual members of the proposed Class. Each member of the proposed Class has been damaged and is entitled to recovery by reason of Defendant's failure to comply with Labor Code 226(a).

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

CAUSES OF ACTION

FIRST CAUSE OF ACTION

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

41. Plaintiff incorporates paragraphs 1 through 40 of this Complaint as though fully set forth herein.

42. Plaintiff is entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal periods as set forth in the IWC Wage Orders and Labor Code §§ 226.7, 512 and 558.

43. Plaintiff and Defendant's California employees were routinely unable, and not authorized to take an uninterrupted 30-minute meal break for every shift they worked. . Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal 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.

44. Pursuant to Labor Code §§ 226.7, 512 and 558 Plaintiff seeks the payment of all meal period compensations, which he was owed since he commenced to work for Defendant, according to proof.

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

46. Wherefore, Plaintiff seeks to represent request relief as described below.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, 512 and 558)

47. Plaintiff incorporates paragraphs 1 through 46 of this Complaint as though fully set forth herein.

48. Plaintiff is entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in the IWC Wage Orders and Labor Code §§ 226.7, 512 and 558.

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

50. Pursuant to Labor Code §§ 226.7, 512 and 558 Plaintiff seeks the payment of all rest period compensations, which he was owed since he commenced to work for Defendant, according to proof.

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

52. Wherefore, Plaintiff seeks to represent request relief as described below.

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THIRD CAUSE OF ACTION
FAILURE TO PAY ALL WAGES IN VIOLATION OF
(LABOR CODE §§ 510, 1194, 1194.2)

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

54. During the liability period, Defendant failed to pay all wages to Plaintiff and Defendant’s California employees.

55. Plaintiff, on behalf of himself and all other California employees of Defendant claims that Defendant has failed to pay all overtime wages due to non-exempt employees. Defendant pays their employees bonuses and commissions which are not included in the employees’ regular rate of pay for the purposes of computing the proper overtime rate. As a result, employees are not properly compensated for work performed 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. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, and 1194.2.

56. 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.

57. As a result of the unlawful acts of Defendants in willfully failing to pay all alleges, 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.

FOURTH CAUSE OF ACTION
KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED
EMPLOYEE WAGE STATEMENT PROVISIONS (LABOR CODE § 226(a),(e), 1174(d))

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

59. 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, and all hourly rates in effect, for Plaintiff.

1 Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

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

11 61. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
12 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
13 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
14 Defendant's California employees, and the records maintained by Defendants, have not accurately
15 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
16 premiums, and total hour worked.

17 62. The wage statements provided to Plaintiff and members of the Class fail to accurately
18 itemize in wage statements total gross and net wages earned, and all hourly rates in effect for
19 Plaintiff. Defendants' violations of Labor Code § 226(a) are knowing and intentional, and Plaintiff
20 has suffered injury as a result of the receipt of defective wage statements, thereby entitling them to
21 penalties pursuant to Labor Code § 226(e).

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO PAY WAGES DUE AT THE TIME OF DISCHARGE IN VIOLATION** 24 **OF LABOR CODE §§ 201-202, RESULTING IN SECTION 203 WAGES AND** 25 **PENALTIES (WAITING TIME PENALTIES)**

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

28 64. At all times material herein, the California Labor Code Sections 201, 202, and
203 were in effect and binding on Defendant.

65. California Labor Code § 202 requires employers to pay employees all wages due
within seventy-two (72) hours of resignation. California Labor Code § 201 states in pertinent

1 part that “if an employer discharges an employee, the wages earned and unpaid at the time of
2 discharge are due and payable immediately.” California Labor Code § 203 provides that if an
3 employer willfully fails to timely pay such wages the employer must, as penalty, continue to
4 pay the subject employee’s wages until the back wages are paid in full or an action is
commenced. The penalty cannot exceed 30 days of wages.

5 66. Plaintiff was entitled to compensation for unpaid wages, but to date has not
6 received such compensation. Specifically, Defendant failed to pay Plaintiff all wages due to
7 Plaintiff at the time of his separation of employment from Defendant’s. Thus, since Defendant
8 failed to promptly pay Plaintiff all wages due to Plaintiff at the time of his separation of
9 employment, Defendant violated Section 201 of the Labor Code and Plaintiff is therefore
entitled to wages and penalties pursuant to Labor Code Section 203.

10 67. More than 30 days have passed since Plaintiff’s employment ended with
11 Defendant.

12 68. As a consequence of Defendant’s willful conduct in not paying wages owed to
13 Plaintiff, Plaintiff is entitled to 30 days of wages as a penalty pursuant to Labor Code § 203 for
14 Defendant’s failure to timely pay legal wages, together with attorney’s fees and cost of suit,
15 and interest pursuant to California Labor Code Section 218.5.

16 **SIXTH CAUSE OF ACTION**

17 **FAILURE TO TIMELY PAY EMPLOYEES IN VIOLATION OF LABOR CODE § 204(a)(b)**

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

19 70. At all times relevant herein, Labor Code § 204 was in full force and effect and
20 binding on Defendants.

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

27 72. Defendants pay Plaintiff and its California employees on a bi-monthly basis and have

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

5 73. Defendants have failed to comply with the above-section because they waited longer
6 than ten days from the close of the pay period to pay its bi-monthly paid employees.

7 **SEVENTH CAUSE OF ACTION**

8 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN VIOLATION OF** 9 **CALIFORNIA LABOR CODE § 2802**

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

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

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

23 77. Plaintiff is entitled to reimbursement for these necessary expenditures, plus
24 interest and attorneys' fees and cost, under Labor Code § 2802.

25 78. Plaintiff also requests relief as described below.

26 **EIGHTH CAUSE OF ACTION**

27 **FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS** 28 **WORKED IN VIOLATION OF (LABOR CODES §§ 210, 218)**

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

80. Section 2(K) or Wage Order 5 defines "hours worked" as "the time during

1 which an employee is subject to the control of an employer, and including all the time the
2 employee is suffered or permitted to work, whether or not required to do so.” Labor Code §§
3 1194 and 1197 required employers to compensate Plaintiff for all hours worked at least at a
4 minimum wage ad established by the Wage Order. Defendants did not pay for all hours worked
5 and frequently required Plaintiff to work off the clock. Defendants have been engaged in many
6 unlawful employment practices which resulted in underpayment for hours worked each pay
period as more set forth below:

7 81. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to
8 pay Plaintiff all wages earned twice during each calendar month pursuant to Labor Code §
9 204(a). Defendants failed to pay all wages earned to Plaintiff as a result of the unlawful
10 employment policies and practices herein. As a result of these practices, Plaintiff was
11 underpaid for hours worked, including overtime and penalty wages, and this underpayment
12 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.

13 **NINTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE PLACE OF EMPLOYMENT THAT IS SAFE AND** 15 **HEALTHFUL IN VIOLATION OF** 16 **(LABOR CODE §§ 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202)**

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

18 83. Cal. Labor Code § 6400(a) provides that every employer shall furnish
19 employment and a place of employment that is safe and healthful for Plaintiff therein. Cal.
20 Labor Code § 6401 provides that “every employer shall furnish and use safety devices and
21 safeguard, and shall adopt and use practices, means, methods, operations, and processes which
22 are reasonably adequate to render such employment and place of employment safe and
healthful. Every employer.

23 84. Pursuant to Cal. Labor Code § 6402, no employer shall require, or permit any
24 employee to go or be in any employment or place of employment which is not safe and
25 healthful. Cal. Labor Code § 6403 states that no employer shall fail or neglect to provide and
26 use safety devices and safeguard reasonably adequate to render the employment and place of
27 employment safe, or adopt and use methods and processes reasonably necessary to protect the

1 life, safety, and health of Plaintiff and Defendant's California employees.

2 85. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any
3 place of employment that is not safe and healthful. Cal. Labor Code § 6407 provides that every
4 employer and every employee shall comply with occupational safety and health standards, with
5 Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders
6 pursuant to this division which are applicable to his own actions and conduct. Defendants failed
7 to continue to take precautions to ensure employee safety after the onset of COVID. Under LC
8 §6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome coronavirus 2 (SARS-
9 CoV-2). Plaintiff, directly after the onset of COVID, were required to partake in mandatory
10 temperature and health checks, but these activities were not enforced or practiced quickly after
11 the onset of COVID and when COVID was still a health risk to Plaintiff and Defendant's
12 California employees. Plaintiff and Defendant's California employees was also required to
13 provide their own masks at the workplace.

14 86. As a result of these practices, Defendants have violated Cal. Labor Code §§
15 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment
16 for Plaintiff, as outlines above.

17 **TENTH CAUSE OF ACTION**
18 **UNFAIR COMPETITION PURSUANT TO**
19 **BUSINESS & PROFESSIONS CODE § 17200**

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

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

89. Plaintiff is a "person" within the meaning of *Business & Professions Code* §
17204, and therefore has standing to bring this cause of action for injunctive relief, restitution,

1 and other appropriate equitable relief.

2 90. *Business & Profession Code* § 17200 *et. seq.* prohibits unlawful and unfair
3 business practices.

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

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

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

13 94. Unless restrained by this Court, Defendants will continue to engage in the
14 unlawful conduct as alleged above. Pursuant to *Business & Professions Code*, this Court should
15 make such orders or judgments, including the appointment of a receiver, as may be necessary
16 to prevent the use or employment, by Defendants, their agents, or Plaintiff, of any unlawful or
17 deceptive practice prohibited by the *Business & Professions Code*, and/or, including but not
18 limited to, disgorgement of profits which may be necessary to restore Plaintiff to the money
19 Defendants have unlawfully failed to pay.

20 **RELIEF REQUESTED**

21 WHEREFORE, Plaintiff prays for the following relief:

22 1. For a money judgment representing compensatory damages including lost
23 wages, earnings, retirement benefits and other employee benefits, and all other sums of money,
24 together with interest on these amounts, according to proof;

25 2. That Defendants are found to have violated the requirements of Labor Code § 203 for
26 failure to timely pay wages due at termination.

27 3. That Defendants are found to have violated the requirements of Labor Code § 226(e)
28 for failure to comply with itemized employee wage statement provisions.

4. That Defendants are found to have violated the requirements of Labor Code §
1174(d) for failure to comply with itemized employee wage statement provisions.

5. That Defendants are found to have violated the requirements of Labor Code § 226.7

1 for failure to provide meal and rest periods or compensation in lieu thereof.

2 6. That Defendants are found to have violated the requirements of Labor Code § 510 for
3 failure to pay all wages.

4 7. That Defendants are found to have violated the requirements of Labor Code § 1194.2
5 for failure to pay all wages.

6 8. That Defendants are found to have violated the requirements of Labor Code § 204(b)
7 for failure to timely pay employees.

8 9. That Defendants are found to have violated the requirements of Labor Code § 2802
9 for failure to reimburse for business expenses.

10 10. That Defendants are found to have violated the requirements of Labor Code § 210 for
11 failure to pay all hours worked, including overtime hours worked.

12 11. That Defendants are found to have violated the requirements of Labor Code § 6400
13 for failure to provide a place of employment that is safe and healthful.

14 12. That Defendants are found to have violated the requirements of Business and
15 Professions Code § 17200 et seq.;

16 13. An award of prejudgment and post-judgment interest;

17 14. An award providing for payment of costs of suit;

18 15. An award of attorneys' fees; and

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

20 Dated: May 15, 2023

OTKUPMAN LAW FIRM,
A Law Corporation

21 By: 

22 ROMAN OTKUPMAN
23 Attorneys for Plaintiff

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DEMAND FOR JURY TRIAL

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

Dated: May 15, 2023

OTKUPMAN LAW FIRM,
A Law Corporation

By: 

ROMAN OTKUPMAN
Attorneys for Plaintiff

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

Roman Otkupman, Esq. Bar No. 249423; Nidah Farishta, Esq. Bar No. 312360
 Otkupman Law Firm, ALC
 5743 Corsa Ave, Suite 123
 Westlake Village, CA 91362

TELEPHONE NO.: (818) 293-5623

FAX NO.: (888) 850-1310

ATTORNEY FOR (Name): Plaintiff Juan Gonzalez

FOR COURT USE ONLY

ELECTRONICALLY

FILED

BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KING'S COUNTY

05/15/2023

NOCONA SOBOLESKI, CLERK OF THE COURT
SANDRA ACEVEDO, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Kings

STREET ADDRESS: 1640 Kings County Drive

MAILING ADDRESS:

CITY AND ZIP CODE: Hanford, CA 93230

BRANCH NAME: Hanford Courthouse

CASE NAME:

Juan Gonzalez v. Lawrence Tractor Company, Inc.

CIVIL CASE COVER SHEET

☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

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

CASE NUMBER:

23CU0180

JUDGE:

DEPT:

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

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

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

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

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☒ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

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

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): Ten (10)

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 12, 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