

SUMMONS

(CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

PHARMACY SERVICE INC, a California corporation; and DOES 1 through 50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JESSICA HENDRICKSON, individually, and on behalf of all others similarly situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JUN 27 2023

BY: Ragine M. Mamudu
Ragine M. Mamudu, Deputy

By Fax

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

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

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

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

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

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
247 WEST 3RD STREET
SAN BERNARDINO, CALIFORNIA 92415

CASE NUMBER (Número de caso): **CIV SB 23 14 27 8**

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):

SCOTT ERNEST WHEELER (SBN 187998)
250 WEST FIRST STREET, SUITE 216
CLAREMONT, CALIFORNIA 91711
JUN 27 2023
LAW OFFICE OF SCOTT ERNEST WHEELER
TELEPHONE: (909) 621-4988
FACSIMILE: (909) 621-4622

DATE:

(Fecha)

Clerk, by

(Secretario)

Ragine M. Mamudu

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)).



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 416.20 (defunct corporation)
- ☐ CCP 416.40 (association or partnership)
- ☐ other (specify):

- ☐ CCP 416.60 (minor)
- ☐ CCP 416.70 (conservatee)
- ☐ CCP 416.90 (authorized person)

- ☐ by personal delivery on (date):

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

SCOTT ERNEST WHEELER (SBN 187998)
LAW OFFICE OF SCOTT ERNEST WHEELER
250 WEST FIRST STREET, SUITE 216
CLAREMONT, CALIFORNIA 91711

TELEPHONE NO.: (909) 621-4988

FAX NO. (Optional): (909) 621-4622

E-MAIL ADDRESS: SEW@SCOTTWHEELERLAWOFFICE.COM

ATTORNEY FOR (Name): PLAINTIFF, JESSICA HENDRICKSON

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JUN 26 2023

BY: Ragine M. Mamudu
Ragine M. Mamudu, Deputy

By Fax

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

STREET ADDRESS: 247 WEST 3RD STREET

MAILING ADDRESS:

CITY AND ZIP CODE: SAN BERNARDINO, CALIFORNIA 92415

BRANCH NAME: SAN BERNARDINO - CIVIL DIVISION

CASE NAME: JESSICA HENDRICKSON V. PHARMACY SERVICE 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: CIV SB 2314278

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/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort

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

Non-PI/DP/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/DP/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): ELEVEN CAUSES OF ACTION

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: June 22, 2023

Scott Ernest Wheeler

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

JESSICA HENDRICKSON, individually, and on behalf
of all others similarly situated,

CASE NO.: **CIV SB 23 14 27**

vs.
PHARMACY SERVICE INC, a California Corporation; and Does 1 through
50, inclusive,

CERTIFICATE OF ASSIGNMENT

By Fax

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the **SAN BERNARDINO - CIVIL DIVISION** District of the Superior Court under Rule 131 and General Order of this court for the checked reason:

☒ General

☐ Collection

Nature of Action

Ground

- ☐ 1. Adoption
- ☐ 2. Conservator
- ☐ 3. Contract
- ☐ 4. Equity
- ☐ 5. Eminent Domain
- ☐ 6. Family Law
- ☐ 7. Guardianship
- ☐ 8. Harassment
- ☐ 9. Mandate
- ☐ 10. Name Change
- ☐ 11. Personal Injury
- ☐ 12. Personal Property
- ☐ 13. Probate
- ☐ 14. Prohibition
- ☐ 15. Review
- ☐ 16. Title to Real Property
- ☐ 17. Transferred Action
- ☐ 18. Unlawful Detainer
- ☐ 19. Domestic Violence
- ☒ 20. Other Employment
- ☐ 21. THIS FILING WOULD NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT.

- Petitioner resides within the district.
- Petitioner or conservatee resides within the district.
- Performance in the district is expressly provided for.
- The cause of action arose within the district.
- The property is located within the district.
- Plaintiff, defendant, petitioner or respondent resides within the district.
- Petitioner or ward resides within the district or has property within the district.
- Plaintiff, defendant, petitioner or respondent resides within the district.
- The defendant functions wholly within the district.
- The petitioner resides within the district.
- The injury occurred within the district.
- The property is located within the district.
- Decedent resided or resides within or had property within the district.
- The defendant functions wholly within the district.
- The defendant functions wholly within the district.
- The property is located within the district.
- The lower court is located within the district.
- The property is located within the district.
- The petitioner, defendant, plaintiff or respondent resides within the district.
- The cause of action arose within the district.

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designated district is:

Pharmacy Service Inc

355 East 21st Street

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

San Bernarnido

California

ADDRESS

CITY

STATE

92404

ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed

on June 22, 2023

at Claremont

, California.



Signature of Attorney/Party

By Fax

LAW OFFICE OF SCOTT ERNEST WHEELER

Scott Ernest Wheeler (SBN 187998)

Justin A. Wheeler (SBN 342226)

250 West First Street, Suite 216

Claremont, California 91711

Telephone: (909) 621-4988

Facsimile: (909) 621-4622

E-mail: sew@scottwheelerlawoffice.com

jaw@scottwheelerlawoffice.com

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN BERNARDINO

JUN 26 2023

[Signature]
 BY: MARIA M. MARTINEZ, Deputy

Attorneys for Plaintiff and the Putative Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SAN BERNARDINO**

JESSICA HENDRICKSON, individually, and
 on behalf of all others similarly situated,

Plaintiff,

v.

PHARMACY SERVICE INC, a California
 corporation; and DOES 1 through 50,
 inclusive,

Defendants.

CASE NO.: **CIV SB 2314278****CLASS ACTION COMPLAINT**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Breaks
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay Timely Wages
6. Failure to Pay All Wages Due to Discharged and Quitting Employees
7. Failure to Maintain Required Records
8. Failure to Furnish Accurate Itemized Statements
9. Failure to Indemnify Employees for Necessary Business Expenditures
10. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION

11. Penalties Under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 **LAW OFFICE OF SCOTT ERNEST WHEELER**

2 Scott Ernest Wheeler (SBN 187998)

3 Justin A. Wheeler (SBN 342226)

4 250 West First Street, Suite 216

5 Claremont, California 91711

6 Telephone: (909) 621-4988

7 Facsimile: (909) 621-4622

8 E-mail: sew@scottwheelerlawoffice.com

9 jaw@scottwheelerlawoffice.com

10 *Attorneys for Plaintiff and the Putative Class*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF SAN BERNARDINO**

13 JESSICA HENDRICKSON, individually, and
14 on behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 PHARMACY SERVICE INC, a California
18 corporation; and DOES 1 through 50,
19 inclusive,

20 Defendants.

CASE NO.:

CLASS ACTION COMPLAINT

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Breaks
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay Timely Wages
6. Failure to Pay All Wages Due to Discharged and Quitting Employees
7. Failure to Maintain Required Records
8. Failure to Furnish Accurate Itemized Statements
9. Failure to Indemnify Employees for Necessary Business Expenditures
10. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION

11. Penalties Under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

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[illegible][illegible]

1 6. Plaintiff seeks declaratory, compensatory and other statutorily available relief for
2 herself, and the proposed Class, during the applicable statute of limitations period, to compensate
3 them for the wages Defendant has stolen from them and to protect current and future workers from
4 being subjected to similar unlawful working conditions perpetrated by Defendant.

5 **JURISDICTION AND VENUE**

6 7. The Superior Court of the State of California has jurisdiction in this matter because
7 Plaintiff is a citizen and resident of the State of California, and Defendant is a citizen and resident
8 of, and/or regularly conduct business in, the State of California. No federal question is at issue
9 because Plaintiff's claims are based solely on California law.

10 8. Venue is proper in this judicial district and the County of San Bernardino because
11 Plaintiff and other Class members performed work for Defendant in the County of San Bernardino
12 and a substantial portion of the unlawful actions and omissions, as alleged herein, occurred in the
13 County of San Bernardino.

14 **THE PARTIES**

15 9. Plaintiff is a resident and citizen of the State of California and a former employee of
16 Defendant. Plaintiff has worked as a Pharmacy Technician for Defendant during the statute of
17 limitations period at its pharmacies located at 355 East 21st Street, San Bernardino, California
18 92404, and 399 East Highland Avenue, Suite 103, San Bernardino, California 92404. San
19 Bernardino is a city located in San Bernadino County.

20 10. Defendant conducts business as a pharmacy and owns and operates three (3)
21 locations throughout San Bernardino County. Plaintiff and other Class members worked at
22 Defendant's two (2) pharmacies located in San Bernardino and the third pharmacy located in Lake
23 Arrowhead, California.

24 11. At all relevant times herein, Defendant has been the joint employers of Plaintiff and
25 other Class members, as well as the alter egos, divisions, affiliates, integrated enterprises,
26 subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint
27 venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant is jointly and
28 severally liable for the unlawful conduct alleged herein.

1 12. On information and belief, Defendant is, and at all times relevant herein was, a
2 corporation organized and existing under the laws of California, with its headquarters and principal
3 place of business located at 399 E. Highland Avenue, Suite 103, San Bernardino, California 92404.

4 13. At all relevant times herein, Defendants were the alter egos, divisions, affiliates,
5 integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-
6 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of
7 each other. Each Defendant was completely dominated by his, her or its co-Defendant, and each
8 was the alter ego of the other. Moreover, at all material times there has been extensive interrelation
9 of operations, common management, centralized control of labor relations with respect to Plaintiff
10 and other Class members, and common ownership or financial control between all Defendants.

11 14. At all times relevant herein, Defendant has jointly owned and operated pharmacies
12 located at the following addresses:

- 13 a. Beeman's Rx Pharmacy
14 399 E. Highland Avenue, Suite 103
15 San Bernardino, California 92404
- 16 b. Beeman's Highland Pharmacy
17 355 East 21st Street,
18 San Bernardino, California 92404
- 19 c. Beeman's Lake Arrowhead Pharmacy
20 29099 Hospital Road,
21 Lake Arrowhead, California 92352

22 15. The true names and capacities of Does 1 through 50, inclusive, are unknown to
23 Plaintiff at this time, and Plaintiff therefore sues such Doe defendants under fictitious names. Upon
24 information and belief, each Defendant designated as a Doe is in some manner highly responsible
25 for the occurrences alleged herein, and Plaintiff and Class members' injuries and damages, as
26 alleged herein, were proximately caused by the conduct of such Doe defendants. Plaintiff will seek
27 leave of the Court to amend this Complaint to allege the true names and capacities of such Doe
28 defendants when ascertained.

1 16. As a direct and proximate result of the unlawful actions of Defendant, Plaintiff and
2 Class members have suffered, and continue to suffer, from loss of earnings in amounts as yet
3 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

4 **CLASS ACTION ALLEGATIONS**

5 17. Plaintiff brings this class action pursuant to Cal. Code of Civ. P. § 382 on behalf
6 herself and all members of the following Class:

7 All non-exempt employees of Defendant who performed work for Defendant
8 at any time during the time period beginning four years prior
9 to the filing of this Complaint to the present in the State of California.

10 18. Plaintiff reserves the right to name additional Class representatives as may be
11 necessary and appropriate. Plaintiff also reserves the right to modify or amend the definition of the
12 proposed Class and/or add subclasses before the Court determines whether certification is
13 appropriate.

14 19. Plaintiff is a Class member.

15 20. This action is appropriately suited for a class action because:

16 A. The proposed Class is a significant number. Plaintiff is informed and believes
17 that the proposed Class consists of more than thirty non-exempt employees, rendering joinder
18 impractical.

19 B. This action involves common questions of law and fact to the proposed Class
20 because the action focuses on Defendant's systematic course of unlawful conduct, which was
21 applied to all non-exempt employees in uniform violation of the California Labor Code, IWC Wage
22 Orders, and the California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200, *et*
23 *seq.*, which prohibits unfair business practices arising from such violations. Several common
24 questions of law and fact will drive the resolution of this action, including:

- 25 1. Whether Defendant failed to provide Class members with legally
26 compliant meal periods and rest breaks, and whether Defendant failed
27 to properly pay premiums as a result of missed and non-compliant
28 meal periods and rest breaks;
2. Whether Defendant failed to pay overtime wages to Class

- 1 members;
- 2 3. Whether Defendant failed to properly calculate and pay regular and
- 3 overtime wages to Class members;
- 4 4. Whether Defendant failed to pay minimum wages to Class
- 5 members;
- 6 5. Whether Defendant failed to timely pay wages owed to Class
- 7 members;
- 8 6. Whether Defendant failed to pay all wages owed to formerly-
- 9 employed Class members;
- 10 7. Whether Defendant failed to provide compliant wage statements to
- 11 the Class members;
- 12 8. Whether Defendant failed to maintain required records and accurate
- 13 wage statements for Class members;
- 14 9. Whether Defendant failed to reimburse Class members for necessary
- 15 business expenditures; and
- 16 10. Whether Defendant engaged in unfair and/or unlawful business
- 17 practices.

18 C. Plaintiff's claims are typical of the proposed Class because Defendant

19 subjected all of its non-exempt employees to the similar and overlapping violations of the California

20 Labor Code, the applicable IWC wage order, and the UCL.

21 D. Plaintiff is able to fairly and adequately protect the interests of all members

22 of the proposed Class because it is in her best interests to prosecute the claims alleged herein to

23 obtain full compensation due to the proposed Class for all services rendered and hours worked.

24 Plaintiff has also retained counsel that is experienced in wage-and-hour class and representative

25 action litigation.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Provide Required Meal Periods**

3 **[Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 7-2001, § 11]**

4 ***(On Behalf of Plaintiff and the Class against all Defendants)***

5 21. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 20.

7 22. At all times relevant herein, as part of Defendant's unlawful policies and practices to
8 deprive its non-exempt employees of all wages earned and due, Defendant required, permitted or
9 otherwise suffered Plaintiff and Class members to perform work during their meal periods, to
10 completely skip their meal periods, to take late and short meal periods, and Defendant has otherwise
11 failed to provide the required meal periods to Plaintiff and Class members as required under Cal.
12 Lab. Code §§ 226.7, 512, and § 11 of the applicable IWC Order.

13 23. Defendant has implemented several common policies and practices that have caused
14 Plaintiff and Class members to systematically miss or otherwise take non-compliant meal periods.
15 For example, Defendant understaffs its pharmacies such that Class members are given so much work
16 to complete or they are busy assisting customers, that they regularly miss or take non-compliant
17 meal periods. As a direct consequence of this understaffing, Plaintiff and Class members have so
18 much work to complete within their scheduled shifts, or they are busy assisting customers, that they
19 are forced to skip their meal periods altogether, to take them after working longer than five (5) hours,
20 to perform work during their meal periods, or return to work after taking less than a thirty (30)
21 minute meal period. In addition, Plaintiff and Class members needed to secure permission from
22 supervisors before taking a meal period, but they were frequently unable to timely secure such
23 permission, thus causing them to regularly miss and otherwise take non-compliant meal periods.
24 When Plaintiff and the other Class members are able to take their meal periods, Plaintiff and the
25 other Class members are constantly interrupted by customers and their supervisors and unable to
26 take their full thirty (30) minute meal periods.

27 24. Despite work conditions that systematically result in missed and non-compliant meal
28 periods, and in order to keep labor costs down, Defendant has implemented a common policy and

1 practice of failing to pay all meal period premium payments owed and due.

2 25. In short, Defendant has violated, and continues to violate, Cal. Lab. Code § 226.7,
3 IWC Wage Order No. 7-2001, § 11, and the UCL, by failing to compensate Plaintiff and Class
4 members who were not authorized and permitted to take a complete, timely, uninterrupted meal
5 period, one additional hour of compensation at the proper regular rate of pay for each workday that
6 such a meal period was not authorized or permitted. *See, Ferra v. Loews Hollywood Hotel, LLC*
7 (2021) 11 Cal. 5th 858, 869 (“Regular rate of pay, which can change from pay period to pay period,
8 includes adjustments to the straight time rate, reflecting, among other things, shift differentials and
9 the per-hour value of any non-hourly compensation the employee has earned.”) (citation omitted).

10 26. Defendant further violated Cal. Lab. Code §§ 510, 1194, 1197, and any other
11 applicable provision of the California Labor Code, by failing to compensate Plaintiff and Class
12 members for all hours worked during their meal periods.

13 27. As a proximate result of the aforementioned violations, Plaintiff and Class members
14 have been damaged in an amount according to proof at trial, and seek all wages earned and due,
15 interest, penalties, expenses, and costs of suit.

16 **SECOND CAUSE OF ACTION**

17 **Failure to Provide Required Rest Breaks**

18 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 7-2001, § 12]**

19 ***(On Behalf of Plaintiff and the Class against all Defendants)***

20 28. Plaintiff incorporates herein by specific reference, as though fully set forth, the
21 allegations in paragraphs 1 through 27.

22 29. At all times relevant herein, as part of Defendant’s unlawful policies and practices to
23 deprive its non-exempt employees of all wages earned and due, Defendant failed to permit Plaintiff
24 and Class members to take rest breaks as required under Cal. Lab. Code §§ 226.7 and 512, and IWC
25 Wage Order No. 7-2001, § 12.

26 30. The same common policies and practices that deprive Plaintiff and Class members
27 from taking their meal periods, as alleged herein, similarly deprive them of the ability to take their
28 rest breaks. As alleged herein, Defendant grossly understaffs its pharmacies, which creates so much

1 work for Plaintiff and Class members that they are frequently deprived of their right to take
2 compliant first and second rest breaks. In addition, Plaintiff and Class members were so busy
3 assisting customers and they needed to secure permission from supervisors before taking a rest
4 break, but they were frequently unable to timely secure such permission, causing them to regularly
5 miss and otherwise take non-compliant rest breaks. In addition, during the times when Plaintiff and
6 the Class members attempted to take rest breaks, they were constantly interrupted and were not
7 provided additional time due to the interruption, causing them to take non-compliant rest breaks.

8 31. Defendant further violated Cal. Lab. Code § 226.7, IWC Wage Order No. 7-2001, §
9 12, and the UCL, by failing to pay Plaintiff and Class members who were not provided with a
10 compliant rest break, in accordance with the applicable wage order, one additional hour of
11 compensation at the proper regular rate of pay for each workday that a rest break was not provided.
12 Indeed, Defendant has a common policy and practice of not paying rest break premium payments.
13 On information and belief, based on examination of time and payroll records, Defendant has never
14 paid a single rest break premium payment, nor does it even have a pay code for rest break premium
15 payments.

16 32. As a proximate result of the aforementioned violations, Plaintiff and Class members
17 have been damaged in an amount according to proof at trial, and seek all wages earned and due,
18 interest, penalties, expenses, and costs of suit.

19 **THIRD CAUSE OF ACTION**

20 **Failure to Pay Overtime Wages**

21 **[Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 7-2001, § 3]**

22 ***(On Behalf of Plaintiff and the Class against all Defendants)***

23 33. Plaintiff incorporates herein by specific reference, as though fully set forth, the
24 allegations in paragraphs 1 through 32.

25 34. Pursuant to Cal. Lab. Code §§ 510, 1194, and IWC Wage Order No. 7-2001, § 3,
26 Defendant is required to compensate Plaintiff and Class members for all overtime, which is
27 calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of
28 eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the

1 seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours
2 in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day
3 of work in any workweek.

4 35. At all times relevant herein, Defendant has failed to compensate Plaintiff and Class
5 members for all overtime hours worked by among other methods: failing to pay overtime at one and
6 one-half (1 ½) or double the regular rate of pay; improperly calculating the regular rate of pay;
7 requiring, permitting or suffering Plaintiff and Class members to work off-the-clock, and to work
8 through meal periods and rest breaks; and other methods to be discovered.

9 36. Defendant has also failed to pay Plaintiff and Class members overtime wages owed
10 and due as a result of its systematic failure to properly calculate the regular rate of pay. On
11 information and belief, Defendant has failed to include the value of non-discretionary bonuses
12 and/or commission payments in calculating the regular rate of pay for the purposes of determining
13 meal period premium payments and overtime wages.

14 37. In violation of California law, Defendant has knowingly and willfully refused to
15 perform its obligations to compensate Plaintiff and Class members for all wages earned and all hours
16 worked at the legally required rates of pay. As a proximate result, Plaintiff and Class members have
17 suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages,
18 lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendant to
19 fully perform its obligations under state law, all to their respective damages in amounts according
20 to proof at time of trial, and within the jurisdiction of this Court.

21 38. Defendant's conduct described herein violates Cal. Lab. Code §§ 510, 1194, 1198,
22 and IWC Wage Order No. 7-2001, § 3. Therefore, pursuant to Cal. Lab. Code §§ 200, 203, 226,
23 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and applicable
24 IWC Wage Order(s), Plaintiff and Class members are entitled to recover the unpaid balance of
25 wages owed to them by Defendants plus interest, penalties, attorneys' fees, expenses, and costs of
26 suit.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Pay Minimum Wages**

3 **[Cal. Lab. Code §§ 1194, 1197; IWC Wage Order No. 7-2001, § 4 And All Other Applicable**
4 **Wages Orders And Sections]**

5 ***(On Behalf of Plaintiff and the Class against all Defendants)***

6
7 39. Plaintiff incorporates herein by specific reference, as though fully set forth, the
8 allegations in paragraphs 1 through 38.

9 40. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of IWC Wage Order No. 7-2001
10 and all applicable wage orders and sections, payment to an employee of less than the applicable
11 minimum wage for all hours worked in a payroll period is unlawful.

12 41. During the statute of limitations period, the hourly rates for Plaintiff and Class
13 members were at or slightly above minimum wage. Based on this common practice, Defendant
14 failed to pay Plaintiff and Class members minimum wages for all hours worked by requiring,
15 permitting or suffering Plaintiff and Class members to work off-the-clock, such as requiring them
16 to work through meal and rest breaks, but not compensating them for this time, unlawfully rounding
17 their time, failing to pay the accurate rate of pay based upon earned non-discretionary bonus and/or
18 commission payments, and other methods to be discovered.

19 42. Defendant's conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and §
20 4 of IWC Wage Order No. 7, and any other applicable IWC Wage Order. As a proximate result of
21 the aforementioned violations, Plaintiff and Class members have been damaged in an amount
22 according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558,
23 1194, 1197.1, and any other applicable wage orders and law, Plaintiff and Class members are
24 entitled to recover the unpaid balance of wages owed to them by Defendant, plus interest, penalties,
25 attorneys' fees, expenses, and costs of suit.

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1 **FIFTH CAUSE OF ACTION**

2 **Failure to Pay Timely Wages**

3 **[Cal. Lab. Code §§ 204, 210]**

4 ***(On Behalf of Plaintiff and the Class against all Defendants)***

5 43. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 42.

7 44. Cal. Lab. Code § 204 provides that all wages earned by any person in any
8 employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages
9 due upon termination of an employee, are due and payable between the 16th and 26th day of the
10 month during which the labor was performed. Cal. Lab. Code § 204 further provides that all wages
11 earned by any person in any employment between the 16th and the last day, inclusive, of any
12 calendar month, other than those wages due upon termination of an employee, are due and payable
13 between the 1st and the 10th day of the following month. Cal. Lab. Code § 204 further provides that
14 all wages earned for labor in excess of the normal work period shall be paid no later than the payday
15 for the next regular payroll period.

16 45. At all times relevant herein, Defendant, among other things, willfully failed to pay
17 Plaintiff and Class members all wages earned and due to them, including, *inter alia*, meal period
18 and rest break premium payments, regular and overtime wages, and payment for work performed
19 off-the-clock, within any time period permissible under Cal. Lab. Code § 204.

20 46. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
21 Class members are entitled to all available statutory penalties, including civil penalties pursuant to
22 Cal. Lab. Code §§ 200, 210, 558, 1194, 1197.1, and other applicable provisions under the California
23 Labor Code and applicable IWC Wage Order(s), and an award of costs, expenses, and reasonable
24 attorneys' fees.

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1 **SIXTH CAUSE OF ACTION**

2 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

3 **[Cal. Lab. Code §§ 201-203]**

4 ***(On Behalf of Plaintiff and the Class against all Defendants)***

5 47. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 46.

7 48. Pursuant to Cal. Lab. Code §§ 201, 202, and 203, Defendant is required to pay all
8 earned and unpaid wages to an employee who is discharged. Cal. Lab. Code § 201 mandates that if
9 an employer discharges an employee, the employee's wages accrued and unpaid at the time of
10 discharge are due and payable immediately.

11 49. Furthermore, pursuant to Cal. Lab. Code § 202, Defendant is required to pay all
12 accrued wages due to an employee no later than seventy-two (72) hours after the employee quits his
13 or her employment, unless the employee provided seventy-two (72) hours previous notice of his or
14 her intention to quit, in which case the employee is entitled to his or wages at the time of quitting.

15 50. Cal. Lab. Code § 203 provides that if an employer willfully fails to pay, in accordance
16 with Cal. Lab. Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
17 employer is liable for waiting time penalties in the form of continued compensation to the employee
18 at the same rate for up to thirty (30) workdays.

19 51. At all times relevant herein, Defendant has willfully failed to pay accrued wages and
20 other compensation to Plaintiff and Class members in accordance with Cal. Lab. Code §§ 201 and
21 202. Because Defendant has failed and continues to fail to properly compensate Plaintiff and Class
22 members for all hours worked when due, regular and overtime wages, and compensation for non-
23 compliant meal periods and rest breaks. Moreover, Defendant has also willfully failed and continues
24 to fail to pay accrued wages and other compensation to Plaintiff and Class members in accordance
25 with Cal. Lab. Code §§ 201 and 202.

26 52. As a result, Plaintiff and Class members are entitled to all available statutory
27 penalties, including the waiting time penalties provided in Cal. Lab. Code § 203, together with
28 interest thereon, as well as other available remedies.

1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Maintain Required Records**

3 **[Cal. Lab. Code §§ 226, 1174; IWC Wage Order No. 7-2001, § 7]**

4 ***(On Behalf of Plaintiff and the Class against all Defendants)***

5 53. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 52.

7 54. At all times relevant herein, as part of Defendant's unlawful payroll policies and
8 practices to deprive Plaintiff and Class members of all wages earned and due, Defendant knowingly
9 and intentionally failed to maintain records as required under Cal. Lab. Code §§ 226, 1174, and
10 IWC Wage Order No. 7-2001, § 7, including but not limited to, the following records: total daily
11 hours worked by each non-exempt employee; applicable rates of pay; all deductions; meal periods;
12 time records showing when each non-exempt employee begins and ends each workday; and accurate
13 itemized wage statements.

14 55. In addition, Defendant's wage statements violate Cal. Lab. Code § 226(a)(1), (2),
15 and (5) by failing to list meal period and rest break premium payments that were owed and due, as
16 required under California law. *See Naranjo v. Spectrum Sec. Servs., Inc.* (2022) 13 Cal.5th 93, 972
17 ("failure to report premium pay for missed breaks can support monetary liability under section 226
18 for failure to supply an accurate itemized statement reflecting an employee's gross wages earned,
19 net wages earned, and credited hours worked.").

20 56. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
21 Class members have been damaged in an amount according to proof at trial, and are entitled to all
22 wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled
23 to all available penalties, including but not limited to, penalties pursuant to Cal. Lab. Code §§ 226(e),
24 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but
25 not limited to those provided in Cal. Lab. Code § 226(e), as well as other available remedies.

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1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Furnish Accurate Itemized Wage Statements**

3 **[Cal. Lab. Code §§ 226; IWC Wage Order No. 7-2001, § 7]**

4 ***(On Behalf of Plaintiff and the Class against all Defendants)***

5 57. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 56.

7 58. At all times relevant herein, Defendant routinely failed to provide Plaintiff and Class
8 members with timely, accurate, and itemized wage statements in writing showing each employee's
9 gross wages earned, total hours worked, all deductions made, net wages earned, and all applicable
10 hourly rates in effect during each pay period and the corresponding number of hours worked at each
11 hourly rate, in violation of Cal. Lab. Code § 226 and IWC Wage Order No. 7-2001, § 7.

12 59. Defendant's pay stubs violate Cal. Lab. Code § 226 because Defendant failed to
13 provide Plaintiff and Class members with proper meal and rest breaks but failed to include in their
14 wage statements one (1) additional hour of compensation at their regular rates of pay for each non-
15 compliant meal or rest break. In addition, Defendant required Plaintiff and Class members to work
16 off-the-clock without compensation, thus reflecting incomplete and/or inaccurate hours worked on
17 their pay stubs. Defendant also failed to set forth the applicable hourly rate in effect during each pay
18 period, and also failed to provide on their pay stubs the available amounts and amounts taken of
19 supplemental Covid-19 sick leave provided to Plaintiff and the Class members, and other methods
20 to be discovered.

21 60. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
22 Class members have been damaged in an amount according to proof at trial, and seek all wages
23 earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled to all
24 available penalties, including but not limited to penalties pursuant to Cal. Lab. Code §§ 226(e),
25 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but
26 not limited to those provided in Cal. Lab. Code § 226(e), as well as other available remedies.

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1 **NINTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary Expenditures**

3 **[Cal. Lab. Code § 2802]**

4 ***(On Behalf of Plaintiff and the Class Against all Defendants)***

5 61. Plaintiff incorporates herein by specific reference, as though fully
6 set forth, the allegations in paragraphs 1 through 60.

7 62. Cal. Lab. Code § 2802(a) requires an employer to indemnify an employee for all
8 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
9 of his or her duties, or of his or her obedience to the directions of the employer.

10 63. During the Class period, and in violation of Cal. Lab. Code § 2802, Defendant
11 failed to indemnify Plaintiff and Class members for all business expenses and/or losses incurred in
12 direct consequence of the discharge of their duties, including but not limited to, expenses for
13 safety equipment and personal protective equipment during the COVID-19 pandemic and usage of
14 their personal cellular phones, but Defendant did not reimburse them for these expenses.

15 64. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
16 Class members have been damaged in an amount according to proof at trial, and seek
17 reimbursement of all necessary expenditures, plus interest thereon pursuant to Cal. Lab. Code
18 §2802(b). Additionally, Plaintiff and Class members are entitled to all available statutory penalties
19 and an award of costs, expenses, and reasonable attorneys' fees, including those provided in Cal.
20 Lab. Code § 2802(c), as well as other available remedies.

21 **TENTH CAUSE OF ACTION**

22 **Unfair and Unlawful Business Practices**

23 **[Cal. Bus. & Prof. Code § 17200 et. seq.]**

24 ***(On Behalf of Plaintiff and the Class against all Defendants)***

25 65. Plaintiff incorporates herein by specific reference, as though fully set forth, the
26 allegations in paragraphs 1 through 64.

27 66. Each and every one of Defendant's acts and omissions in violation of the California
28 Labor Code and/or the applicable IWC Wage Orders as alleged herein, including but not limited

1 to, Defendant's failure to provide required meal and rest breaks, unlawful rounding and requiring
2 off-the-clock work, failure to pay all wages due to discharged or quitting employees or to pay
3 timely wages, failure pay the accurate rate of pay, and failure to furnish accurate itemized wage
4 statements or to maintain required records, and failure to provide notice of wage theft pursuant to
5 Labor Code §2810.5, all constitute an unfair and unlawful business practice under California
6 Business and Professions Code § 17200 *et seq.*

7 67. Defendant's violations of California wage and hour laws constitute a business
8 practice because the aforementioned acts and omissions were done repeatedly over a significant
9 period of time, and in a systematic manner, to the detriment of Plaintiff and Class members.

10 68. Defendant has avoided payment of wages, the provision of meal and rest breaks,
11 and other benefits as required by the California Labor Code, the California Code of Regulations,
12 and the applicable IWC Wage Orders. Further, Defendant has failed to record, report, and pay the
13 correct sums of assessment to the state authorities under the California Labor Code and other
14 applicable regulations.

15 69. As a result of these unfair and unlawful business practices, Defendant has reaped
16 unfair and illegal profits during the Class period at the expense of Plaintiff and Class members,
17 and members of the public. Defendant should be made to disgorge its ill-gotten gains and to
18 restore them to Plaintiff and Class members.

19 70. Defendant's unfair and unlawful business practices entitle Plaintiff and Class
20 members to seek preliminary and permanent injunctive relief, including but not limited to orders
21 that Defendant accounts for, disgorge, and restore to Plaintiff and Class members the wages and
22 other compensation unlawfully withheld from them. Plaintiff and Class members are entitled to
23 restitution of all monies to be disgorged from Defendant in an amount according to proof at the
24 time of trial.

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1 **ELEVENTH CAUSE OF ACTION**

2 **Representative Action for Civil Penalties**

3 **[Cal. Lab. Code §§ 2698- 2699.5]**

4 ***(On Behalf of Plaintiff and Other Aggrieved Employees against***
5 ***all Defendants)***

6 71. Plaintiff incorporates herein by specific reference as though fully set forth the
7 allegations in paragraphs 1 through 70, with exception of the allegations in Paragraphs 17 through
8 20 (A-D).

9 72. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code
10 § 2699(c), and is a proper representative to bring a civil action on behalf of herself, and other non-
11 exempt employees of Defendant who are California citizens, pursuant to the procedures specified
12 in California Labor Code § 2699.3, because Plaintiff was employed by Defendant and the alleged
13 violations of the California Labor Code were committed against Plaintiff.

14 73. A plaintiff has standing to represent all aggrieved employees for all of her asserted
15 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA,*
16 *Inc.* (2018) 23 Cal.App.5th 745, 757.

17 74. Plaintiff seeks to recover civil penalties through a representative action permitted by
18 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus,
19 class certification is not required.

20 75. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
21 Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not limited to penalties
22 under California Labor Code §§ 2699, 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1775, 1199, and all
23 applicable IWC wage order penalties, from Defendant in a representative action for the violations
24 set forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203,
25 226, 226.7, 246, 248, 248.1, 248.2, 351, 510, 512, 558, 1174, 1194, 1197, 1198, 1774 and 2810.5.
26 Further, Plaintiff requests penalties pursuant to PAGA on behalf of herself and the other aggrieved
27 employees based upon Defendant’s failure to provide suitable seating whereas the nature of their
28 work permitted for the usage of seats. Plaintiff is also entitled to an award of reasonable attorneys’

1 fees and costs pursuant to California Labor Code § 2699(g)(1).

2 76. Pursuant to California Labor Code §§ 2699.3, on April 10, 2023, Plaintiff gave
3 written notice by certified mail to the California Labor and Workforce Development Agency
4 (“LWDA”) and Defendant of the specific provisions of the California Labor Code and IWC Wage
5 Orders alleged to have been violated, including the facts and theories to support the alleged
6 violations. Within sixty-five (65) calendar of the postmark date of Plaintiff’s notice letter, the
7 LWDA did not provide notice to Plaintiff that it intends to investigate the alleged violations.
8 Therefore, Plaintiff has complied with all of the requirements set forth in California Labor Code §
9 2699.3 to commence a representative action under PAGA.

10 77. California Labor Code § 2699(f) provides that for all California Labor Code
11 violations for which a civil penalty is not specifically provided, the following civil penalties are
12 established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
13 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
14 subsequent violation.

15 78. Plaintiff seeks to recover such civil penalties under California Labor Code §
16 2699(f) for Defendant violations of California Labor Code provisions for which a civil penalty is
17 not specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203,
18 204, 226.7, 1197, 1024.5, 2810.5 and for the violations of the applicable IWC Wage Order alleged
19 above.

20 79. All civil penalties sought and recovered under this action will be allocated as
21 follows: seventy-five (75) percent to the State of California and twenty-five (25) percent to
22 Plaintiff and aggrieved employees.

23 80. Plaintiff additionally seeks reasonable attorneys’ fees and costs pursuant to
24 California Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

25 **PRAYER FOR RELIEF**

26 **WHEREFORE**, Plaintiff, individually and on behalf of all other persons similarly situated,
27 respectfully prays for relief against Defendants and Does 1 through 50, inclusive, and each of them,
28 as follows:

- 1 1. For an order certifying the First through Tenth Causes of Action as a class action;
- 2 2. For an order appointing Plaintiff as Class representative and Plaintiff's counsel as
- 3 Class counsel;
- 4 3. For compensatory damages in an amount to be ascertained at trial;
- 5 4. For meal period and rest break compensation pursuant to Cal. Lab. Code § 226.7 and
- 6 IWC Wage Order No. 7-2001;
- 7 5. For liquidated damages pursuant to Cal. Lab. Code § 1194.2;
- 8 6. For waiting time penalties pursuant to Cal. Lab. Code § 203;
- 9 7. For civil penalties under California Labor Code § 2699(f);
- 10 8. For statutory penalties according to proof, including but not limited to, all penalties
- 11 authorized by the California Labor Code §§ 210, 225.5, 226(e), 226.3, 354, 1174.5, 1775, 1197.1
- 12 and 2699;
- 13 9. An award of actual, statutory, and/or punitive damages to Plaintiff and the Class
- 14 pursuant to California Civil Code §§ 1785.31 and 1786.50, in an amount subject to proof at trial;
- 15 10. For interest on the unpaid wages at 10 percent per annum pursuant Cal. Lab. Code
- 16 §§ 218.6, 1194, 2802, Cal. Civ. Code §§ 3287, 3288, and/or any other applicable provision providing
- 17 for pre-judgment interest;
- 18 11. For restitution of all monies due to Plaintiff and Class members, as well as disgorged
- 19 profits from the unfair and unlawful business practices of Defendants;
- 20 12. For reasonable attorneys' fees and costs pursuant to California Labor Code §§
- 21 218.5, 226, 1194, 2802, 2699 and California Code of Civil Procedure § 1021.5, California Civil
- 22 Code § 1786.50(a)(2), California Civil Code § 1785.31(a), and/or any other applicable provisions
- 23 providing for attorneys' fees and costs;
- 24 13. For declaratory relief;
- 25 14. For preliminary and permanent injunctive relief enjoining Defendant from violating
- 26 the relevant provisions of the California Labor Code and the IWC Wager Orders, and from engaging
- 27 in the unlawful business practices complained of herein; and
- 28 15. For such further relief that the Court may deem just and proper.

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DATED: June 22, 2023

By: 

Attorneys for Plaintiff and the Putative Class

1 Superior Court of California
2 County of San Bernardino
247 W. Third Street, Dept. S-26
3 San Bernardino, CA 92415-0210

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 05 2023

BY Alfie Cervantes
ALFIE CERVANTES, DEPUTY

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF SAN BERNARDINO, SAN BERNARDINO DISTRICT

10 JESSICA HENDRICKSON

Case No.: CIVSB 2314278

13 vs.

15 PHARMACY SERVICE INC.

INITIAL CASE MANAGEMENT
CONFERENCE ORDER

21 This case is assigned for all purposes to Judge David Cohn Department S-26,
22 located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino,
23 California, 92415-0210. Telephone numbers for Department S-26 are (909) 521-3519
24 (Judicial Assistant) and (909) 708-8866 (Court Attendant). The case is provisionally
25 designated as Complex pursuant to California Rules of Court, Rule 3.400, subdivision
26 (c).
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SERVICE OF THIS ORDER

Plaintiffs' counsel is ordered to serve this Order on counsel for each defendant or, if counsel is not known, on each defendant within five days of the date of this Order. If the complaint has not been served as the date of this Order, counsel for plaintiff is to serve the summons and complaint along with this Order within ten days of the date of this Order. Failure to serve this order may result in the imposition of monetary sanctions.

THE INITIAL CASE MANAGEMENT CONFERENCE

An initial Case Management Conference (CMC) is scheduled for SEP 15 2023 at 8:30 a.m. Counsel may attend the initial CMC either in person or remotely, via CourtCall or Zoom. Contact CourtCall at (888) 882-6878 (www.CourtCall.com) to schedule your appearance. Zoom is accessible through the court's website. CourtCall or Zoom may be used for all CMCs, motions, and other hearings. In person attendance is not required at the initial CMC or at subsequent conferences or motions unless specifically ordered by the court.

Counsel for all parties are ordered to attend the initial CMC. If there are defendants who have not yet made a general or special appearance, those parties who are presently before the court may jointly request a continuance of the initial CMC to allow additional time for such non-appearing defendants to make their general or special appearances. Such a request should be made by submitting a Stipulation and Proposed Order to the Court, filed directly in Department S-26 (not in the clerk's office), no later than five court days before the scheduled hearing.

RESPONSIVE PLEADINGS

Unless otherwise agreed by the parties, responsive pleadings are due as provided by statute. There is no stay on the pleadings or motions pending the initial CMC. If, however, counsel agree to stay formal proceedings to facilitate settlement discussions or for other reasons, each defendant is directed to file either a Notice of General Appearance or a Notice of Special Appearance (if counsel intends to challenge personal jurisdiction). The notices are for purposes of identification of counsel and preparation of a service list. The filing of a Notice of General Appearance is without prejudice to any substantive or procedural challenges to the complaint (including subject matter jurisdiction), without prejudice to any denial or affirmative defense, and without prejudice to the filing of any cross-complaint. The filing of a Notice of Special Appearance is without prejudice to any challenge to the court's exercise of personal jurisdiction.

DISCOVERY

Unless all counsel agree otherwise, discovery is stayed pending the initial CMC. If the parties agree to conduct discovery in advance of the initial CMC, commencement and scope of discovery are governed by statute and prior court approval is not required.

AGENDA FOR THE INITIAL CASE MANAGEMENT CONFERENCE

Counsel for all parties are ordered to meet and confer in person no *later* than fourteen days before the initial CMC to discuss the subjects listed below. Counsel must be fully prepared to discuss the following "subjects for consideration" listed in California Rules of Court, rule 3.750, subdivision (b):

- (1) Whether all parties named in the complaint or cross-complaint have been served, have appeared, or have been dismissed;

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- (2) Whether any additional parties may be added or the pleadings may be amended;
- (3) The deadline for the filing of any remaining pleadings and service of any additional parties;
- (4) Whether severance, consolidation, or coordination with other actions is desirable;
- (5) The schedule for discovery proceedings to avoid duplication and whether discovery should be stayed until all parties have been brought into the case;
- (6) The schedule for settlement conferences or alternative dispute resolution;
- (7) Whether to appoint liaison or lead counsel;
- (8) The date for the filing of any dispositive motions;
- (9) The creation of preliminary and updated lists of the persons to be deposed and the subjects to be addressed in each deposition;
- (10) The exchange of documents and whether to establish an electronic document depository;
- (11) Whether a special master should be appointed and the purposes for such appointment;
- (12) Whether to establish a case-based Web site and other means to provide a current master list of addresses and telephone numbers of counsel; and
- (13) The schedule for further conferences.

Counsel must also be fully prepared to address the following matters to the extent they are not embraced by the subjects listed in rule 3.750, subdivision (b):

- 1. Any issues of recusal or disqualification;
- 2. Any potentially dispositive or important threshold issues of law or fact that, if considered by the court, may simplify or further resolution of the case;
- 3. Appropriate mechanisms for Alternative Dispute Resolution;

- 1 4. A plan for the preservation of evidence and a uniform system for the identification
2 of documents to be used throughout the course of this litigation, including
3 discovery and trial;
- 4 5. A discovery plan for the disclosure and production of documents and other
5 discovery, including whether the parties elect to make automatic disclosures,
6 patterned on Federal Rule of Civil Procedure 26(a) or otherwise;
- 7 6. Whether it is advisable to conduct discovery in phases so that information
8 needed to conduct meaningful ADR is obtained early in the case;
- 9 7. Any issues involving the protection of evidence and confidentiality;
- 10 8. The handling of any potential publicity issues;
- 11 9. Any other issues counsel deem appropriate to address with the court.

12 **THE JOINT REPORT**

13 Counsel are ordered to meet and confer, in person or by telephone or video
14 conference, and to prepare a joint report for the initial CMC, to be filed in advance of the
15 conference date. Separate reports from each party are not allowed. Judicial Council
16 form CMC statements are not allowed.

17 The joint report must be filed in the regular course in the Clerk's office in advance
18 of the hearing, but to assure that the report is timely received in the department, a
19 courtesy copy of the report should be emailed to jointcmcreports@sb-court.org. This is
20 a dedicated email address only for courtesy copies of joint reports. It is not a substitute
21 for filing documents, and any unauthorized documents sent to the dedicated email
22 address will be discarded without review. All counsel must be cc'd on the email to avoid
23 ex parte communications.

1 The joint report must include the following:

- 2 1. Whether the case should or should not be treated as complex;
- 3 2. Whether additional parties are likely to be added and a proposed date by which
- 4 all parties must be served;
- 5 3. A service list (the service list should identify all primary and secondary counsel,
- 6 firm names, addresses, telephone numbers, email addresses, and fax numbers
- 7 for all counsel.)
- 8 4. Whether the court should issue an order requiring electronic service. Counsel
- 9 should advise the court regarding any preferred web-based electronic service
- 10 provider;
- 11 5. Whether any issues of jurisdiction or venue exist that might affect this court's
- 12 ability to proceed with this case.
- 13 6. Whether there are applicable arbitration agreements, and the parties' views on
- 14 their enforceability;
- 15 7. A list of all related litigation pending in this or other courts (state and federal), a
- 16 brief description of any such litigation, including the name of the judge assigned
- 17 to the case, and a statement whether any additional related litigation is
- 18 anticipated;
- 19 8. A description of the major factual and legal issues in the case. The parties
- 20 should address any contracts, statutes, or regulations on which claims or
- 21 defenses are based, or which will require interpretation in adjudicating the claims
- 22 and defenses;
- 23 9. The parties' tentative views on an ADR mechanism and how such mechanism
- 24 might be integrated into the course of the litigation;
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- 1 10. A discovery plan, including the time needed to conduct discovery and whether
2 discovery should be conducted in phases or limited (and, if so, the order of
3 phasing or types of limitations). With respect to the discovery of electronically
4 stored information (ESI), the plan should include:
- 5 a. Identification of the Information Management Systems used by the parties;
 - 6 b. The location and custodians of information that is likely to be subject to
7 production (including the identification of network and email servers and
8 hard-drives maintained by custodians);
 - 9 c. The types of ESI that will be requested and produced, e.g. data files,
10 emails, etc.;
 - 11 d. The format in which ESI will be produced;
 - 12 e. Appropriate search criteria for focused requests.
 - 13 f. A statement whether the parties will allow their respective IT consultants
14 or employees to participate directly in the meet and confer process.
- 15 11. Whether the parties will stipulate that discovery stays or other stays entered by
16 the court for case management purposes will be excluded in determining the
17 statutory period for bringing the case to trial under Code of Civil Procedure
18 Section 583.310 (the Five Year Rule).
- 19 12. Recommended dates and times for the following:
- 20 a. The next CMC (absent special circumstances, the court typically
21 schedules the next CMC approximately six to eight months out);
 - 22 b. A schedule for any contemplated ADR;
 - 23 c. A filing deadline (and proposed briefing schedule) for any anticipated
24 non-discovery motions.
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1 d. With respect to class actions, the parties' tentative views on an
2 appropriate deadline for a class certification motion to be filed.

3 To the extent the parties are unable to agree on any matter to be addressed in
4 the Joint Report, the positions of each party or of various parties should be set forth
5 separately. The parties are encouraged to propose, either jointly or separately, any
6 approaches to case management that they believe will promote the fair and efficient
7 handling of this case.
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9 Any stipulations to continue conferences or other hearings throughout this
10 litigation must be filed with the court directly in Department S-26 (not in the Clerk's
11 office), no later than five court days before the conference or hearing date. Stipulations
12 filed only in the Clerk's office or submitted late to the Department likely cannot be
13 accommodated.
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15 **NO OFFICIAL COURT REPORTER PROVIDED BY THE COURT**

16 Due to the state-wide shortage of court reporters, the Court no longer provides
17 an official Court Reporter to transcribe proceedings in this Department. Parties who
18 wish to have an official record of the proceedings in addition to a minute order must
19 retain a private Certified Shorthand Reporter for the hearing and must submit a
20 "Stipulation and Order to Use Certified Shorthand Reporter" to the court in the form
21 appended to this Case Management Order. If counsel are appearing for the hearing
22 remotely, the Stipulation can be emailed to the Judicial Assistant for Department S-26 at
23 jmorales@sb-court.org. The Court will sign the Order appointing the Certified
24 Shorthand Reporter as the official Court Reporter Pro Tempore. Parties who do not
25 retain a Certified Shorthand Reporter to be designated as an official Court Reporter Pro
26 Tempore are deemed to have waived an official Court Reporter for the proceeding.
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JOINT REPORTS FOR SUBSEQUENT CONFERENCES

Counsel must submit a joint report for each conference after the initial CMC. The report should address how the case has moved forward since the last conference, what needs to be accomplished in the future, and how the court can assist the parties move the case towards resolution. As with the initial report, subsequent joint reports must be filed in the regular course in the Clerk's office in advance of the hearing, but to assure that the reports are timely received in the department, courtesy copies should be emailed to jointcmcreports@sb-court.org. This is a dedicated email address only for courtesy copies of joint reports. It is not a substitute for filing documents, and any unauthorized documents sent to the dedicated email address will be discarded without review. All counsel must be cc'd on the email to avoid *ex parte* communications.

INFORMAL DISCOVERY CONFERENCES

Motions concerning discovery cannot be filed without first requesting an informal discovery conference (IDC) with the court. Making a request for an IDC automatically stays the deadline for filing any such motion. IDCs are conducted by remote video conference, using Zoom. If counsel's computer (or other device) does not have camera capability, an audio-only option is available. Video appearance at the IDC, however, is encouraged. In-person attendance at the IDC is permissible only if all counsel are appearing in person. The Court will provide a link to join the remote conference at the appointed time. Please provide Department S-26's Judicial Assistant ((909) 521-3519) or Court Attendant ((909) 708-8866) with an e-mail address. No briefing is allowed for the IDC, but counsel (either jointly or separately) should lodge (not file) a one page statement of the issues in dispute in Department S-26 no later than

1 the day before the IDC. Any unauthorized briefing beyond the joint one page statement
2 of the issues will be disregarded by the Court. All IDCs are off the record.

3 If all counsel agree, remote conferences are not limited to discovery issues;
4 counsel may address other matters with the court, with the understanding that the
5 conferences are off the record and that the court will make no orders absent agreement
6 among the parties.
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9 Dated: JUL 05 2023, 2023.

10 DAVID COHN

11 David Cohn,
12 Judge of the Superior Court
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