

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

Gregg Lander, Esq. (194018)

Davtyan Law Firm

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TELEPHONE NO.: (424) 320-6420

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ATTORNEY FOR (Name): Plaintiff

FOR COURT USE ONLY

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

07/31/2023 at 10:54:11 AM

Clerk of the Superior Court
By Tanisha Moore, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

STREET ADDRESS: 330 West Broadway

MAILING ADDRESS:

CITY AND ZIP CODE: San Diego, CA 92101

BRANCH NAME: Hall of Justice Courthouse

CASE NAME:

Marcos Gonzalez v. Taco Bell Corp.

CIVIL CASE COVER SHEET

☒ **Unlimited**
(Amount
demanded
exceeds \$25,000)

☐ **Limited**
(Amount
demanded is
\$25,000)

Complex Case Designation

☐ Counter ☐ Joinder

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

CASE NUMBER:

37-2023-00032465-CU-OE-CTL

JUDGE: Judge Joel R. Wohlfeil

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)

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): Eleven (11)

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: July 31, 2023

Gregg Lander

(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

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

SUMMONS (CITACION JUDICIAL)

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

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

TACO BELL CORP., a California corporation; and DOES 1 to 10, inclusive,

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

MARCOS GONZALEZ, on behalf of himself and all others similarly situated,

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

07/31/2023 at 10:54:11 AM

Clerk of the Superior Court
By Tanisha Moore, Deputy Clerk

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

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

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

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

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o 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): Hall of Justice Courthouse
330 West Broadway
San Diego, CA 92101

CASE NUMBER: (Número del Caso):

37-2023-00032465-CU-OE-CTL

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):

Gregg Lander, Esq - DAVTYAN LAW FIRM, 1635 Pontius Avenue, Floor 2, Los Angeles, CA 90025-3361 - (424) 320-6420

DATE: 08/01/2023
(Fecha)

Clerk, by
(Secretario)


T. Moore

, 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

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

Emil Davtyan, Esq. (#299363)
Gregg Lander, Esq. (#194018)
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Attorneys for Plaintiff MARCOS GONZALEZ,
on behalf of himself and all others similarly situated

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

MARCOS GONZALEZ, on behalf of
himself and all others similarly situated,

Plaintiffs,

v.

TACO BELL CORP., a California
corporation; and DOES 1 to 10,
inclusive,

Defendants.

PAGA-ONLY ACTION

Case No.: 37-2023-00032465-CU-OE-CTL

**COMPLAINT FOR CIVIL PENALTIES
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT (Labor Code §§ 2698, et
seq.) for:**

- 1. Failure To Pay All Overtime Wages At The Legal Overtime Pay Rate;**
- 2. Failure To Pay Reporting Time Pay;**
- 3. Failure To Provide All Meal Periods;**
- 4. Failure To Authorize and Permit All Paid Rest Periods;**
- 5. Failure To Pay Premium Wages At The Legal Pay Rate;**
- 6. Failure To Reimburse For All Business Expenses**
- 7. Independent Failure To Timely Furnish Accurate Itemized Wage Statements;**
- 8. Derivative Failure To Timely Furnish Accurate Itemized Wage Statements;**
- 9. Derivative Violations Of Labor Code §§ 201-202;**
- 10. Independent Violations Of Labor Code §§ 201-202; and**
- 11. Failure to Timely Produce Employee File**

///

1 Plaintiff MARCOS GONZALEZ, on behalf the State of California and all other similarly
2 situated aggrieved employees (“Plaintiff”), complains and alleges as follows against Defendant
3 TACO BELL CORP. and DOES 1 to 10 (“Defendants”). Plaintiff is informed and believes, and on
4 the basis of that information and belief, alleges as follows:

5 **I.**

6 **INTRODUCTION**

7 1. This is a representative action seeking recovery of civil penalties under the Private
8 Attorneys General Act of 2004 (“PAGA”), California Labor Code (Labor Code) §§ 2698, et seq.
9 PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of
10 themselves and other aggrieved current and former employees to recover civil penalties for
11 Defendants’ violations of the Labor Code.

12 2. The acts complained of herein occurred, occur and will occur, at least in part,
13 within the time period from one year preceding the date of the filing of the original notice with
14 the Labor and Workforce Development Agency (“LWDA”) as alleged herein, up to and through
15 the time of trial for this matter although this should not automatically be considered the statute of
16 limitations for any cause of action herein.

17 3. The relevant job titles held by the California citizens in this action are Defendants’
18 nonexempt employees who were subjected to Defendants’ policies and practices as described
19 herein (the “aggrieved employees”).

20 4. With regard to the aggrieved employees, Defendants have:

- 21 a. Failed to pay all overtime wages at the legal overtime pay rate;
- 22 b. Failed to pay the legal reporting time pay;
- 23 c. Failed to provide all required meal periods;
- 24 d. Failed to authorize and permit all paid rest periods;
- 25 e. Failed to pay premium wages at the legal pay rate;
- 26 f. Failed to reimburse for all business expenses;
- 27 g. Independently failed to timely furnish accurate itemized wage statements;
- 28 h. Derivatively failed to timely furnish accurate itemized wage statements;

- 1 i. Derivatively violated Labor Code §§ 201-202;
2 j. Independently violated Labor Code §§ 201-202;
3 k. Failed to timely produce employee files; and
4 l. As a result of these violations, incurred penalties under Labor Code §§ 2698,
5 et seq.

6 5. Such policies and practices, as described herein, violate the Labor Code, and
7 therefore trigger civil penalties under Labor Code §§ 2698, et seq. Therefore, Plaintiff MARCOS
8 GONZALEZ, on behalf of all other similarly situated aggrieved employees, brings this
9 representative PAGA action for violations of the Labor Code, seeking penalties for the violations
10 alleged herein, reasonable attorney's fees and costs, and other relief as deemed proper.

11 **II.**

12 **PARTIES**

13 **PLAINTIFF MARCOS GONZALEZ**

14 6. Plaintiff MARCOS GONZALEZ is an individual over the age of 18 and is now
15 and/or at all times mentioned in this Complaint was a citizen of the State of California.

16 7. Plaintiff MARCOS GONZALEZ worked for Defendants as a non-exempt employee
17 from approximately November 18, 2021, to July 13, 2022.

18 **DEFENDANT, TACO BELL CORP.**

19 8. Defendant TACO BELL CORP. is now and/or at all times mentioned in this
20 Complaint was a corporation and the owner and operator of an industry, business and/or facility
21 licensed to do business and actually doing business in the State of California.

22 **DOES 1 TO 10, INCLUSIVE**

23 9. DOES 1 to 10, inclusive are now, and/or at all times mentioned in this Complaint
24 were licensed to do business and/or actually doing business in California.

25 10. Plaintiff does not know the true names or capacities, whether individual, partner
26 or corporate, of DOES 1 to 10, inclusive and for that reason, DOES 1 to 10 are sued under such
27 fictitious names under California Code of Civil Procedure § 474.

28 ///

1 11. Plaintiff will seek leave of court to amend this Complaint to allege such names and
2 capacities as soon as they are ascertained.

3 ALL DEFENDANTS

4 12. Defendants, and each of them, are now and/or at all times mentioned in this
5 Complaint were in some manner legally responsible for the events, happenings and circumstances
6 alleged in this Complaint.

7 13. Defendants, and each of them, proximately subjected Plaintiff and all other
8 similarly situated aggrieved employees to the unlawful practices, wrongs, complaints, injuries
9 and/or damages alleged in this Complaint.

10 14. Defendants, and each of them, are now and/or at all times mentioned in this
11 Complaint were the agents, servants, and/or employees of some or all other Defendants, and
12 vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all
13 times mentioned in this Complaint were acting within the course and scope of that agency,
14 servitude, and/or employment.

15 15. Defendants, and each of them, are now and/or at all times mentioned in this
16 Complaint were members of and/or engaged in a joint venture, partnership, and common
17 enterprise, and were acting within the course and scope of, and in pursuance of said joint
18 venture, partnership, and common enterprise.

19 16. Defendants, and each of them, at all times mentioned in this Complaint concurred
20 and contributed to the various acts and omissions of each and every one of the other Defendants
21 in proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

22 17. Defendants, and each of them, at all times mentioned in this Complaint approved
23 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in
24 this Complaint.

25 18. Defendants, and each of them, at all times mentioned in this Complaint aided and
26 abetted the acts and omissions of each and every one of the other Defendants thereby
27 proximately causing the damages alleged in this Complaint.

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1 **A. FAILURE TO PAY ALL OVERTIME WAGES AT THE LEGAL OVERTIME**
2 **PAY RATE**

3 24. Labor Code § 204 establishes the fundamental right of all employees in the State
4 of California to be paid wages, including straight time and overtime, in a timely fashion for their
5 work.

6 25. Labor Code § 510(a) states in pertinent part, “Any work in excess of eight hours
7 in one workday and any work in excess of 40 hours in any one workweek ... shall be
8 compensated at the rate of no less than one and one-half times the regular rate of pay for any
9 employee.”

10 26. The “regular rate of pay” includes “all [applicable] remuneration paid to, or on
11 behalf of the employee.” (29 U.S.C. § 207(3).) California law applies this standard for
12 determining an employee’s regular rate of pay for overtime calculation purposes.

13 27. Labor Code § 1194(a) states, “Notwithstanding any agreement to work for a
14 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
15 compensation applicable to the employee is entitled to recover in a civil action the unpaid
16 balance of the full amount of this minimum wage or overtime compensation, including interest
17 thereon, reasonable attorney’s fees, and costs of suit.”

18 28. Defendants, as a matter of established company policy and procedure, at each and
19 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 20 a. Administered a uniform company policy and practice regarding the payment
21 of wages, including overtime, commissions, and bonuses, to Plaintiff and all
22 other similarly situated aggrieved employees;
- 23 b. Required Plaintiff and all other similarly situated aggrieved employees to
24 work in excess of 8 hours per workday and/or in excess of 40 hours per
25 workweek;
- 26 c. Paid Plaintiff and all other similarly situated aggrieved employees non-
27 discretionary pay, including but not limited to bonuses; and

28 ///

d. Failed to pay Plaintiff and all other similarly situated aggrieved employees for all work performed in excess of 40 hours per week at the appropriate overtime rate, reflecting all applicable forms of remuneration, including but not limited to said commissions and/or bonuses, as required by law.

29. Therefore, as a matter of Defendants' established company policy, Defendants violated Labor Code §§ 204, 510(a) and/or 1194 by failing to always pay Plaintiff and all other similarly situated aggrieved employees all overtime wages at the legal overtime pay rate.

B. FAILURE TO PAY REPORTING TIME PAY

30. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

31. Under Labor Code § 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

32. The IWC Wage Order(s) § 5(A) states, "Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage."

33. The IWC Wage Order(s) § 5(B) states, "If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall not be less than the minimum wage."

34. Defendants regularly required Plaintiff and all other similarly situated aggrieved employees to report for work at their scheduled reporting time and then did not put them to work and/or furnished less than half of Plaintiff and all other similarly situated aggrieved employees' usual or scheduled day's work.

35. At no time when Defendants did not pay the legally requisite Reporting Time Pay were the provisions of the IWC Wage Orders § 5(C) or (D) applicable, in that Defendants' acts

were not the cause of threats to employees or property, public utility failures, Acts of God, or other causes not within Defendants' control or employees on paid standby status.

36. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, consistently:

a. Administered a uniform company policy and practice regarding the payment of wages, including reporting time pay, to Plaintiff and all other similarly situated aggrieved employees;

a. Required Plaintiff and all other similarly situated aggrieved employees to report for work at their scheduled reporting time and then did not put them to work and/or furnished less than half of their usual or scheduled day's work; and

b. Failed to pay for half the usual or scheduled day's work (at least two hours) at the regular rate of pay.

37. Therefore, as a matter of Defendants' established company policy, Defendants violated Labor Code §§ 204 and/or 1198 and/or Section 5 of the IWC Wage Order(s) by failing to always pay Plaintiff and all other similarly situated aggrieved employees the full and correct reporting time pay.

C. FAILURE TO PROVIDE ALL MEAL PERIODS

38. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

39. Labor Code § 226.7(b) provides, "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

40. Labor Code § 512 provides, "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and

1 employee. An employer may not employ an employee for a work period of more than 10 hours
2 per day without providing the employee with a second meal period of not less than 30 minutes,
3 except that if the total hours worked is no more than 12 hours, the second meal period may be
4 waived by mutual consent of the employer and the employee only if the first meal period was not
5 waived.”

6 41. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
7 amend working condition orders with respect to break periods, meal periods, and days of rest for
8 any workers in California consistent with the health and welfare of those workers.”

9 42. Section 11(D) of the IWC Wage Orders provides, “If an employer fails to provide
10 an employee a meal period in accordance with the applicable provisions of this Order, the
11 employer shall pay the employee one (1) hour of pay at the employee's regular rate of
12 compensation for each work day that the meal period is not provided.”

13 43. On one or more occasions, Plaintiff and all other similarly situated aggrieved
14 employees worked over 5 hours per shift and therefore were entitled to an uninterrupted meal
15 period of not less than 30 minutes prior to exceeding 5 hours of employment.

16 44. Further, on one or more occasions, Plaintiff and at least some similarly situated
17 aggrieved employees worked over 10 hours per shift and therefore were entitled to an
18 uninterrupted second meal period of not less than 30 minutes prior to exceeding 10 hours of
19 employment.

20 45. As a matter of Defendants’ established company policy, Defendants failed to
21 always provide legally-compliant meal periods. These violations were caused by, inter alia,
22 Defendants’ failure to timely relieve Plaintiff and similarly situated aggrieved employees from
23 all duties and Defendants’ failure to relinquish control over how employees spend their break
24 time.

25 46. Plaintiff and all other similarly situated aggrieved employees did not validly or
26 legally waive their meal periods, by mutual consent with Defendants or otherwise.

27 47. Any written agreement with Defendants agreeing to an on-the-job paid meal
28 period was invalid because the nature of the work does not support on-duty meal periods.

1 48. Therefore, as a matter of Defendants’ established company policy, Defendants
2 failed to always comply with the meal period requirements established by Labor Code §§ 204,
3 226.7, 512, and 516 and Section 11 of the IWC Wage Order(s) by failing to always provide
4 Plaintiff and all other similarly situated aggrieved employees with a first and in some cases a
5 second legally compliant meal period.

6 **D. FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS**

7 49. Labor Code § 226.7(b) provides, “An employer shall not require an employee to
8 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
9 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
10 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

11 50. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
12 amend working condition orders with respect to break periods, meal periods, and days of rest for
13 any workers in California consistent with the health and welfare of those workers.”

14 51. Section 12(A) of the IWC Wage Order(s) states, “Every employer shall authorize
15 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
16 of each work period. The authorized rest period time shall be based on the total hours worked
17 daily at the rate of 10 minutes net rest time per 4 hours or major fraction thereof. However, a rest
18 period need not be authorized for employees whose total daily work time is less than 3 ½ hours.
19 Authorized rest period time shall be counted as hours worked for which there shall be no
20 deduction from wages.”

21 52. Section 12(B) of the IWC Wage Order(s) states, “If an employer fails to provide
22 an employee a rest period in accordance with the applicable provisions of this order, the
23 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
24 compensation for each workday that the rest period is not provided.”

25 53. Plaintiff and all other similarly situated aggrieved employees sometimes worked
26 over 4 hours per shift. Further, Plaintiff and all other similarly situated aggrieved employees
27 sometimes worked over 6 hours per shift, and in some cases over 10 hours per shift.

28 ///

1 54. Plaintiff and all other similarly situated aggrieved employees were entitled to a
2 rest period of not less than 10 minutes for every 4 hours of work, or major fraction thereof.

3 55. As a matter of Defendants' established company policy, Defendants failed to
4 always authorize and permit legally-compliant rest periods. These violations were caused by,
5 inter alia, Defendants' failure to timely relieve Plaintiff and similarly situated aggrieved
6 employees from all duties and Defendants' failure to relinquish control over how employees
7 spend their break time.

8 56. Therefore, as a matter of Defendants' established company policy, Defendants
9 failed to always authorize and permit all legally-compliant rest periods established by Labor
10 Code §§ 226.7 and 516 and Section 12 of the IWC Wage Order(s).

11 **E. FAILURE TO PAY PREMIUM WAGES AT THE LEGAL PAY RATE**

12 57. Labor Code § 516 provides that the Industrial Welfare Commission "may adopt or
13 amend working condition orders with respect to break periods, meal periods, and days of rest for
14 any workers in California consistent with the health and welfare of those workers."

15 58. Labor Code § 226.7(b) provides, "If an employer fails to provide an employee a
16 meal period or rest period in accordance with an applicable order of the Industrial Welfare
17 Commission, the employer shall pay the employee one additional hour of pay at the employee's
18 regular rate of compensation for each work day that the meal or rest period is not provided.

19 59. Section 11(D) of the IWC Wage Order(s) states, "If an employer fails to provide
20 an employee a meal period in accordance with the applicable provisions of this Order, the
21 employer shall pay the employee one (1) hour of pay at the employee's regular rate of
22 compensation for each work day that the meal period is not provided."

23 60. Section 12(B) of the IWC Wage Order(s) states, "If an employer fails to provide
24 an employee a rest period in accordance with the applicable provisions of this order, the
25 employer shall pay the employee one (1) hour of pay at the employee's regular rate of
26 compensation for each workday that the rest period is not provided."

27 61. The "regular rate of pay" includes "all [applicable] remuneration paid to, or on
28 behalf of the employee." (29 U.S.C. §207(3).) California law applies this standard for

determining an employee's regular rate of pay for overtime calculation purposes.

62. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, consistently:

a. Administered to Plaintiff and all other similarly situated aggrieved employees a uniform company policy and practice regarding the payment of wages, including premium pay;

b. Paid Plaintiff and all other similarly situated aggrieved employees premium wages not at the regular rate of pay, but at a base rate of pay or otherwise, and/or not including "all [applicable] remuneration paid to, or on behalf of the employee"; and, as such,

c. Failed to pay Plaintiff and all other similarly situated aggrieved employees all compensation owed, as required by law.

63. Therefore, as a matter of Defendants' established company policy, Defendants failed to always comply with the meal and/or rest period requirements established by Labor Code §§ 516 and/or 226.7 and/or Section 11 and/or 12 of the IWC Wage Order(s) by failing to pay premium wages at the legal rate.

F. FAILURE TO REIMBURSE FOR ALL BUSINESS EXPENSES

64. Under Labor Code § 450(a), "no employer...may compel or coerce any employee... to patronize his or her employer, or any other person, in the purchase of any thing of value."

65. Under Labor Code § 2802(a), "an 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, or of his or her obedience to the directions of the employer."

66. Labor Code § 2804 states in pertinent part, "Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

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1 67. As a matter of Defendants' established company policy, Plaintiff and all other
2 similarly situated aggrieved employees were and are required by Defendants to personally incur
3 necessary expenditures in direct consequence of the discharge of their duties, including but not
4 limited to paying for maintenance of required uniforms, which in this case are required by
5 Defendants and/or are necessary to the performance of the job performed by Plaintiff and all
6 other similarly situated aggrieved employees.

7 68. However, Plaintiff and all other similarly situated aggrieved employees did not
8 always earn at least 2 times the minimum wage, and as such, Defendants are legally required to
9 reimburse Plaintiff and all other similarly situated aggrieved employees for all necessary
10 expenditures at a reasonable rate.

11 69. Defendants failed to fully and reasonably reimburse Plaintiff and all other
12 similarly situated aggrieved employees for all necessary expenditures at a reasonable rate,
13 including but not limited to the aforementioned expenditures.

14 70. Therefore, as a matter of Defendants' established company policy, Defendants
15 failed to always comply with the reimbursement requirements established by Labor Code § 2802.

16 **G. INDEPENDENT FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED**
17 **WAGE STATEMENTS**

18 71. Labor Code § 226(a) states in pertinent part, "An employer, semimonthly or at the
19 time of each payment of wages, shall furnish to his or her employee, either as a detachable part
20 of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by
21 personal check or cash, an accurate itemized statement in writing showing (1) gross wages
22 earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the
23 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
24 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
25 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
26 dates of the period for which the employee is paid, (7) the name of the employee and only the
27 last four digits of his or her social security number or an employee identification number other
28 than a social security number, (8) the name and address of the legal entity that is the employer

1 and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the
2 name and address of the legal entity that secured the services of the employer, and (9) all
3 applicable hourly rates in effect during the pay period and the corresponding number of hours
4 worked at each hourly rate by the employee....”

5 72. Under *Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, employers
6 who fail to provide accurate itemized wage statements are subject to PAGA penalties even when
7 the mistake is inadvertent and/or promptly corrected, and even if employees admittedly suffered
8 no injury; said employees are permitted to recover PAGA penalties without needing to prove the
9 “injury” and “knowing and intentional” elements of a Labor Code § 226(e) claim.

10 73. As a pattern and practice, in violation of Labor Code § 226(a), Defendants did not
11 and still do not furnish Plaintiff and all other similarly situated aggrieved employees with an
12 accurate itemized statement in writing showing the total hours worked by the employee.

13 **H. DERIVATIVE FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED**
14 **WAGE STATEMENTS**

15 74. Labor Code § 226(a) states in pertinent part, “An employer, semimonthly or at the
16 time of each payment of wages, shall furnish to his or her employee, either as a detachable part
17 of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by
18 personal check or cash, an accurate itemized statement in writing showing (1) gross wages
19 earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the
20 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
21 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
22 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
23 dates of the period for which the employee is paid, (7) the name of the employee and only the
24 last four digits of his or her social security number or an employee identification number other
25 than a social security number, (8) the name and address of the legal entity that is the employer
26 and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the
27 name and address of the legal entity that secured the services of the employer, and (9) all
28 applicable hourly rates in effect during the pay period and the corresponding number of hours

1 worked at each hourly rate by the employee....”

2 75. Further, the IWC Wage Orders § 7(A) states in pertinent part, “(A) Every
3 employer shall keep accurate information with respect to each employee including the following:
4 (3) Time records showing when the employee begins and ends each work period. Meal periods,
5 split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked
6 in the payroll period and applicable rates of pay....”

7 76. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A),
8 California employers are required to maintain accurate records pertaining to the total hours
9 worked for Defendants by Plaintiff and all other similarly situated aggrieved employees,
10 including but not limited to, beginning and ending of each work period, meal period and split
11 shift interval, the total daily hours worked, and the total hours worked per pay period and
12 applicable rates of pay.

13 77. As set forth herein in prior causes of action, Defendants allegedly failed to pay
14 Plaintiff and all other similarly situated aggrieved employees all wages due and owing.

15 78. Under *Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, employers
16 who fail to provide accurate itemized wage statements are subject to PAGA penalties even when
17 the mistake is inadvertent and/or promptly corrected, and even if employees admittedly suffered
18 no injury; said employees are permitted to recover PAGA penalties without needing to prove the
19 “injury” and “knowing and intentional” elements of a Labor Code § 226(e) claim.

20 79. As a derivative result of this failure to pay wages and as a pattern and practice in
21 violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and do
22 not maintain accurate records pertaining to the total hours worked for Defendants by Plaintiff
23 and all other similarly situated aggrieved employees, including but not limited to (1) gross wages
24 earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or
25 (5) all applicable hourly rates in effect during each respective pay period and the corresponding
26 number of hours worked at each hourly rate by each respective individual.

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I. DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202

80. Labor Code § 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to 30 days from the due date thereof, until paid or until an action therefore is commenced.

81. Plaintiff and all other similarly situated aggrieved employees are no longer employed by Defendants as they were either discharged from or quit Defendants' employ.

82. Defendants had a consistent and uniform policy, practice and procedure of willfully failing to pay the earned wages of Defendants' former employees, as set forth above, according to amendment or proof.

83. As set forth above, Defendants willfully failed to pay Plaintiff and all other similarly situated aggrieved employees their entire wages due and owing at the time of their termination or within 72 hours of their resignation and failed to pay those sums for up to 30 days thereafter.

84. Defendants' willful failure to pay wages to Plaintiff and all other similarly situated aggrieved employees violates Labor Code §§ 201 and 202 because Defendants knew or should have known wages were due to Plaintiff and all other similarly situated aggrieved employees, as set forth above, but Defendants failed to pay them.

J. INDEPENDENT VIOLATIONS OF LABOR CODE §§ 201-202 REGARDING LATE FINAL PAY

85. Labor Code § 203 provides that if an employer willfully fails to timely pay, without abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to 30 days from the due date thereof, until paid or until an action therefore is commenced.

86. Plaintiff and all other similarly situated aggrieved employees are no longer employed by Defendants as they were either discharged from or quit Defendants' employ.

1 87. Defendants had a consistent and uniform policy, practice and procedure of
2 willfully failing to timely pay the earned wages of Defendants' former employees, according to
3 amendment or proof.

4 88. For example, Plaintiff, MARCOS GONZALEZ was terminated on July 13, 2022.
5 However, thereafter he received a check dated July 27, 2022.

6 89. As such, Defendants willfully failed to pay Plaintiff and all other similarly
7 situated aggrieved employees all wages due and owing at the time of their termination and/or
8 within 72 hours of their resignation.

9 90. Defendants' willful failure to pay wages to Plaintiff and all other similarly
10 situated aggrieved employees violates Labor Code §§ 201 and 202 because Defendants knew or
11 should have known wages were due to Plaintiff and all other similarly situated aggrieved
12 employees, as set forth above, but Defendants failed to pay them.

13 **K. FAILURE TO TIMELY PRODUCE EMPLOYEE FILE**

14 91. Labor Code § 1198.5(a) states, "Every current and former employer, or his or her
15 representative, has the right to inspect and receive a copy of the personnel records that the
16 employer maintains relating to the employee's performance or to any grievance concerning the
17 employee."

18 92. Labor Code § 1198.5(b) requires that the employer allow both copying of the
19 personnel records at a charge not to exceed the actual cost of reproduction, and inspection of the
20 personnel records at reasonable intervals and times, but not later than 30 calendar days from the
21 date the employer receives the written request, unless the employee and employer agree in
22 writing to a date beyond 30 calendar days, but no longer than 35 calendar days from the
23 employer's receipt of the written request.

24 93. Defendants have a consistent and uniform policy, practice, and procedure of
25 willfully failing to provide Plaintiff and all other similarly situated aggrieved employees with
26 their personnel records within 30 calendar days from the date the employer receives the written
27 request.

28 ///

1 94. For example, on August 19, 2022, Plaintiff MARCOS GONZALEZ requested his
2 personnel records from Defendants, so his personnel records were due and owing within 30
3 calendar days, or by September 18, 2022. However, Defendants did not provide Plaintiff
4 MARCOS GONZALEZ with his personnel records until approximately November 10, 2022.

5 95. As such, Defendants willfully failed to provide Plaintiff and all similarly situated
6 aggrieved employees' personnel records within 30 calendar days.

7 96. Therefore, as a matter of Defendants' established company policy, Defendants
8 failed to comply with the requirements established by Labor Code § 1198.5.

9 **L. PENALTIES ASSESSED UNDER LABOR CODE § 2699**

10 97. Under Labor Code § 2699(a) (which provides that any provision of the Labor
11 Code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its
12 departments, divisions, commissions, board agencies or employees, such civil penalties may, as
13 an alternative, be recovered through a civil action brought by an aggrieved employee on behalf
14 of himself or herself and other current or former employees) and Labor Code § 2699(f) (which
15 establishes a civil penalty for violations of all Labor Code provisions except those for which a
16 civil penalty is specifically provided), Plaintiff and all other similarly situated aggrieved
17 employees seek recovery of all applicable civil penalties, as follows:

- 18 a. As applicable, for civil penalties under Labor Code § 2699(f), for all
19 violations of the Labor Code except for those for which a civil penalty is
20 specifically provided, in the amount of \$100 for each aggrieved employee per
21 pay period for the initial violation; and \$200 for each aggrieved employee per
22 pay period for each subsequent violation;
- 23 b. As applicable, civil penalties under Labor Code § 558 (in addition to and
24 entirely independent and apart from any other penalty provided in the Labor
25 Code), for violations of Labor Code §§ 500-556, in the amount of \$50 for
26 each underpaid aggrieved employee for each pay period the aggrieved
27 employee was underpaid, and \$100 for each subsequent violation for each
28 underpaid employee for each pay period for which the employee was

underpaid;

- c. As applicable, for civil penalties under Labor Code § 1197.1 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for violations of Labor Code §§ 1194 and 1197, in the amount of \$100 for each underpaid aggrieved employee for each pay period the aggrieved employee was intentionally underpaid, and \$250 for each subsequent violation for each underpaid aggrieved employees regardless of whether the initial violation was intentionally committed;
- d. As applicable, for civil penalties under Labor Code § 210 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each employee who is/was not paid wages in accordance with Labor Code §§ 204 and 204b in the amount of a civil penalty of \$100 for each aggrieved employee per pay period for each initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;
- e. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each violation of Labor Code § 226(a), in the amount of \$250 for each aggrieved employee per pay period for each violation and \$1,000 for each aggrieved employee per pay period for each subsequent violation; and
- f. As applicable, for any and all additional civil penalties and sums as provided by the Labor Code and/or other relevant statutes.

98. In addition, Plaintiff seeks and is entitled to 75% of all penalties obtained under Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the Labor Code, and 25% to Plaintiff and all other similarly situated aggrieved employees.

99. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs under Labor Code § 2699(g)(1) and any other applicable statute.

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1 100. Labor Code § 2699.3(a) states in pertinent part, “A civil action by an aggrieved
2 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
3 listed in Section 2699.5 shall commence only after the following requirements have been met:
4 (1)(A) The aggrieved employee or representative shall give written notice by online filing with
5 the Labor and Workforce Development Agency and by certified mail to the employer of the
6 specific provisions of this code alleged to have been violated, including the facts and theories to
7 support the alleged violation.”

8 101. Labor Code § 2699.3(a) further states in pertinent part, “(2)(A) The agency shall
9 notify the employer and the aggrieved employee or representative by certified mail that it does
10 not intend to investigate the alleged violation within 60 calendar days of the postmark date of the
11 notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided
12 within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the
13 aggrieved employee may commence a civil action pursuant to Section 2699.”

14 102. Labor Code § 2699.3(c)(1) states in pertinent part, “A civil action by an aggrieved
15 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
16 other than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall
17 commence only after the following requirements have been met: (1) (A) The aggrieved
18 employee or representative shall give written notice by online filing with the Labor and
19 Workforce Development Agency and by certified mail to the employer of the specific provisions
20 of this code alleged to have been violated, including the facts and theories to support the alleged
21 violation.”

22 103. Labor Code § 2699.3(c) further states in pertinent part, “(2)(A) The employer may
23 cure the alleged violation within 33 calendar days of the postmark date of the notice. The
24 employer shall give written notice by certified mail within that period of time to the aggrieved
25 employee or representative and the agency if the alleged violation is cured, including a
26 description of actions taken, and no civil action pursuant to Section 2699 may commence. If the
27 alleged violation is not cured within the 33-day period, the employee may commence a civil
28 action pursuant to Section 2699.”

1 b. As applicable, for civil penalties under Labor Code § 558, in addition to and
2 entirely independent and apart from other penalties in the Labor Code, as follows:

3 g. For any initial violation, \$50 for each aggrieved underpaid employee for each
4 pay period for which the employee was underpaid;

5 ii. For each subsequent violation, \$100 for each aggrieved underpaid employee
6 for each pay period for which the employee was underpaid;

7 c. As applicable, for civil penalties under Labor Code § 1197.1, in addition to and
8 entirely independent and apart from other penalties in the Labor Code, as follows:

9 i. For any initial violation that is intentionally committed, \$100 for each
10 aggrieved underpaid employee for each pay period for which the employee
11 was underpaid;

12 ii. For each subsequent violation, regardless of whether the initial violation is
13 intentionally committed, \$250 for each aggrieved underpaid employee for
14 each pay period for which the employee was underpaid;

15 d. As applicable, for civil penalties under Labor Code § 210, in addition to and
16 entirely independent and apart from other penalties in the Labor Code, in the amount of \$100 for
17 each aggrieved employee per pay period for each violation, and \$200 for each aggrieved
18 employee per pay period for each subsequent violation;

19 e. As applicable, for civil penalties under Labor Code § 226.3, in addition to and
20 entirely independent and apart from other penalties in the Labor Code, in the amount of \$250 for
21 each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved
22 employee per pay period for each subsequent violation;

23 f. As applicable, for reasonable attorneys' fees and costs incurred under Labor Code
24 § 2699(g)(1) and any other applicable statute; and

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1 g. For such relief as this Court may deem just and proper.

2 Dated: July 31, 2023

DAVTYAN LAW FIRM
COHELAN KHOURY & SINGER

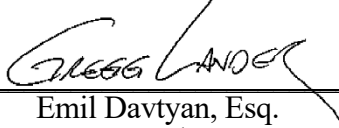
3
4 By: 
5 Emil Davtyan, Esq.
6 Gregg Lander, Esq.
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9 Marta Manus, Esq.
10 Attorneys for Plaintiffs

EXHIBIT 1



May 26, 2023

Submitted at <https://www.dir.ca.gov> with \$75 filing fee

PAGA Administrator
California Labor and Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: TACO BELL CORP. (the “Employer”)

NOTICE OF LABOR CODE VIOLATIONS UNDER LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency
and the Employer

From: MARCOS GONZALEZ (the “Employee”), who was subjected to the wage and hour practices set forth below

The Employee, by way of the above-named counsel, submits this Notice, under and in compliance with the requirements of California Labor Code §§ 2699.3(a)/(c), and alleges the facts and theories to support the alleged violations as follows:

During the applicable time period, the Employer was and is a member of and/or engaged in a joint venture, partnership and common enterprise, and was acting within the course and scope of, and in pursuance of said joint venture, partnership and common enterprise. Further, during this time period, the Employer employed the Employee and all other similarly situated aggrieved employees as hourly-paid, non-exempt employees, and utilized consistent policies and procedures regarding the Employee and all such other similarly situated aggrieved employees, as follows:

First, the Employer utilized an overtime policy that failed to pay the appropriate overtime pay rate for all overtime hours worked in a workday by the Employee and all other similarly situated aggrieved employees. Here, the Employer did not include in the overtime pay rate all non-discretionary pay, including but not limited to bonuses. As such, the Employer violated Labor Code §§ 510, 1194, 1197, 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Second, the Employee and all other similarly situated aggrieved employees were sometimes required to report to work for their scheduled shifts and then sent home early within the first two hours of their shift, but when doing so, were sometimes paid for less than half the usual or scheduled day’s work at each such employee’s regular rate of pay, in violation of the applicable Industrial Wage Order § 5(A)/(B) and Labor Code § 1198. As such, the Employer owes penalties under Labor Code §§ 2699(a)/(f), 1197.1, and/or 558.

Third, the Employer failed to timely provide all legally compliant meal breaks (including second meal breaks) to the Employee and all other similarly situated aggrieved employees because Employer failed to relinquish all control and also because meal breaks were late, short, missed, or interrupted. The Employee and all other similarly situated aggrieved employees routinely worked over five hours but did not always get lawful full thirty-minute uninterrupted meal breaks within the first five hours of their shift. Further, they sometimes worked over ten and/or twelve hours but were not timely provided a legally compliant second meal break. The Employer did not always pay a meal period penalty for

these violations. As such, the Employer violated Labor Code §§ 226.7, 512 and 516 and the applicable Industrial Wage Order ¶ 11 and owes penalties under Labor Code §§ 2699(f) and/or 558.

Fourth, the Employer failed to always authorize and permit paid rest breaks to the Employee and all other similarly situated aggrieved employees. The Employee and all other similarly situated aggrieved employees did not always get full ten-minute uninterrupted rest breaks within the first four hours of their shift or major fraction thereof, and each subsequent four hours worked thereafter or major fraction thereof. As such, the Employee and all other similarly situated aggrieved employees were not always authorized and permitted legally compliant rest breaks. The Employer did not pay a rest period penalty for any of these violations. As such, the Employer violated Labor Code §§ 226.7 and 516, and the applicable Industrial Wage Order ¶ 12(A)/(B) and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Fifth, the Employer failed to provide legally compliant paid rest breaks to the Employee and all other similarly situated aggrieved employees. Here, the Employer did not relinquish all control of the Employee and all other similarly situated aggrieved employees during rest breaks. Therefore, the Employee and all other similarly situated aggrieved employees did not always get full ten-minute uninterrupted legally compliant paid rest breaks within the first four hours of their shifts or major fraction thereof, and each subsequent four hours worked thereafter or major fraction thereof. As such, the Employee and all other similarly situated aggrieved employees were not always provided legally compliant rest breaks. (*Augustus v ABM Security Services, Inc.* (2016) 2 Cal 5th 257.) Because the Employer did not pay a rest period penalty for these violations, the Employer violated Labor Code §§ 226.7 and 516 and the applicable Industrial Wage Order ¶ 12(A)/(B) and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Sixth, the Employer sometimes paid the Employee and all other similarly situated aggrieved employees premium pay for meal and/or rest period violations. However, the Employer failed to always comply with the meal and/or rest period penalty payment requirements established by *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, Labor Code § 226.7, Labor Code § 512, Labor Code § 516 and Section 11 and/or 12 of the IWC Wage Order(s). As such, the Employer owes the Employee and all other similarly situated aggrieved employees unpaid wages, in violation of Labor Code §§ 1194 and 226.7(c) and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Seventh, the Employee and all other similarly situated aggrieved employees were forced to incur reasonable business expenses while performing their required duties, including but not limited to paying for maintenance of required uniforms. However, the Employer violated Labor Code §§ 450 and/or 2802 by failing to reimburse the Employee and all other similarly situated aggrieved employees for all expenses reasonably incurred in the course of their required work duties and owes penalties under Labor Code §§ 2699(a)/(f).

Eighth, regarding wage statements, under Labor Code § 226(a) and the applicable Industrial Wage Order, the Employer is required to include certain information on an employee's wage statement. Here, the Employer issued improper wage statements to the Employee and all other similarly situated aggrieved employees because the Employer's wage statements did not always contain all requisite information, including but not limited to total hours worked by the employee. As such, the Employer independently violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Ninth, also regarding wage statements, and in addition to the alleged independent violations of Labor Code § 226 above, because of the Employer allegedly failed to pay all wages as set forth above, improper wage statements were issued by the Employer to the Employee and all other similarly situated aggrieved employees, and the Employer has derivatively violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Tenth, regarding waiting time penalties, under Labor Code § 203, the Employee and all other similarly situated aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employer's failure to pay all wages due upon separation of employment. Here, because the Employer failed to pay all wages as set forth above, the Employer derivatively violated Labor Code §§ 201-202 and owes penalties under Labor Code §§ 2699(f) and/or 203.

Eleventh, also regarding waiting time penalties, and in addition to the derivative violations of Labor Code § 203 above, the Employer did not timely pay the Employee and other separated similarly situated aggrieved employees all wages due and owing in a timely manner. For example, the Employee was terminated on July 13, 2022, so his final wages were immediately due and owing. However, the Employee was not paid any final wages until July 27, 2022. The Employer's failure to timely pay final wages to the Employee and all other similarly situated aggrieved employees without abatement or reduction was willful in that the Employer was able to timely pay all such final wages without abatement or reduction but the Employer willfully adopted policies and/or practices that were incompatible with the Labor Code. Therefore, as an independent violation of Labor Code §§ 201-203, the Employer owes penalties under Labor Code §§ 2699(f) and/or 201-203.

Twelfth, and finally, Labor Code § 1198.5(a) states, "Every current and former employer, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee." Labor Code § 1198.5(b) requires that the employer allow said copy at a charge not to exceed the actual cost of reproduction, and such inspection, at reasonable intervals and times but not later than 30 calendar days from the date the employer received the written request unless the employee and employer agree in writing to a date beyond 30 calendar days, but no longer than 35 calendar days from the employer's receipt of the written request. Here, the Employer did not comply with Labor Code 1198.5(b) regarding the Employee and all other similarly situated aggrieved employees. For example, on August 19, 2022, the Employee requested his personnel records from the Employer, so his personnel records were due and owing within 30 calendar days, or by September 18, 2022. However, the Employer did provide the Employee with his personnel records until approximately November 10, 2022. Therefore, because of the Employer's violations of Labor Code § 1198.5(a)/(b), the Employer owes penalties under Labor Code §§ 2699(f) and/or 1198.5(k).

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

PAGA Administrator
Re: Taco Bell Corp.
May 26, 2023
Page 4

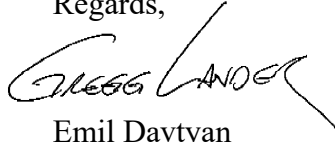
Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within 33 calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

In addition, this letter clearly sets forth the Employee's grievances and proposed remedies, under the Labor Code, PAGA, and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee's demands and settle this dispute.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to read "Gregg Lander", with a stylized flourish at the end.

Emil Davtyan
Gregg Lander
Vanessa M. Ruggles

cc: (via Certified Mail)
Taco Bell Corp.
1 Glen Bell Way
Irvine, CA 92618



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2023-00032465-CU-OE-CTL

CASE TITLE: Gonzalez vs Taco Bell Corp [IMAGED]

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$ 150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	FOR COURT USE ONLY
PLAINTIFF(S): Marcos Gonzalez	
DEFENDANT(S): Taco Bell Corp	
SHORT TITLE: GONZALEZ VS TACO BELL CORP [IMAGED]	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2023-00032465-CU-OE-CTL

Judge: Joel R. Wohlfeil

Department: C-73

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- | | |
|--|--|
| ☐ Mediation (court-connected) | ☐ Non-binding private arbitration |
| ☐ Mediation (private) | ☐ Binding private arbitration |
| ☐ Voluntary settlement conference (private) | ☐ Non-binding judicial arbitration (discovery until 15 days before trial) |
| ☐ Neutral evaluation (private) | ☐ Non-binding judicial arbitration (discovery until 30 days before trial) |
| ☐ Other (<i>specify e.g., private mini-trial, private judge, etc.</i>): _____ | |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: *(Name)* _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____

Date: _____

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 08/01/2023

JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 330 W Broadway	
MAILING ADDRESS: 330 W Broadway	
CITY AND ZIP CODE: San Diego, CA 92101-3827	
DIVISION: Central	
TELEPHONE NUMBER: (619) 450-7073	
PLAINTIFF(S) / PETITIONER(S): Marcos Gonzalez	
DEFENDANT(S) / RESPONDENT(S): Taco Bell Corp	
GONZALEZ VS TACO BELL CORP [IMAGED]	
NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE (CIVIL)	CASE NUMBER: 37-2023-00032465-CU-OE-CTL

CASE ASSIGNED FOR ALL PURPOSES TO:

Judge: Joel R. Wohlfeil

Department: C-73

COMPLAINT/PETITION FILED: 07/31/2023

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	01/12/2024	01:30 pm	C-73	Joel R. Wohlfeil

Case Management Conferences (CMCs) may be conducted virtually or in person. Anyone wishing to appear remotely should visit the "Appearing for Hearings" page for the most current instructions on how to appear for the applicable case-type/department on the court's website at www.sdcourt.ca.gov.

A Case Management Statement (JC Form #CM-110) must be completed by counsel for all parties and by all self-represented litigants and timely filed with the court at least 15 days prior to the initial CMC. (San Diego Superior Court (SDSC) Local Rules, rule 2.1.9; Cal. Rules of Court, rule 3.725).

All counsel of record and self-represented litigants must appear at the CMC, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of Alternative Dispute Resolution (ADR) options.

It is the duty of each plaintiff (and cross-complainant) to serve a copy of this Notice of Case Assignment and Case Management Conference (SDSC Form #CIV-721) with the complaint (and cross-complaint), the Alternative Dispute Resolution (ADR) Information Form (SDSC Form # CIV-730), a Stipulation to Use Alternative Dispute Resolution (ADR) (SDSC Form # CIV-359), and other documents on all parties to the action as set out in SDSC Local Rules, rule 2.1.5.

TIME FOR SERVICE AND RESPONSE: The following rules apply to civil cases except for collections cases under California Rules of Court, rule 3.740(a), unlawful detainer actions, proceedings under the Family Code, and other proceedings for which different service requirements are prescribed by law (Cal. Rules of Court, rule 3.110; SDSC Local Rules, rule 2.1.5):

- **Service:** The complaint must be served on all named defendants, and proof of service filed with the court within 60 days after filing the complaint. An amended complaint adding a defendant must be served on the added defendant and proof of service filed within 30 days after filing of the amended complaint. A cross-complaint against a party who has appeared in the action must be accompanied by proof of service on that party at the time it is filed. If it adds a new party, the cross-complaint must be served on all parties and proof of service on the new party must be filed within 30 days of the filing of the cross-complaint.
- **Defendant's appearance:** Unless a special appearance is made, each defendant served must generally appear (as defined in Code of Civ. Proc. § 1014) within 30 days of service of the complaint/cross-complaint.
- **Extensions:** The parties may stipulate without leave of court to one 15-day extension beyond the 30-day time period prescribed for the response after service of the initial complaint (SDSC Local Rules, rule 2.1.6). If a party fails to serve and file pleadings as required under this rule, and has not obtained an order extending time to serve its pleadings, the court may issue an order to show cause why sanctions shall not be imposed.

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

COURT REPORTERS: Official Court Reporters are not normally available in civil matters, but may be requested in certain situations no later than 10 days before the hearing date. See SDSC Local Rules, rule 1.2.3 and Policy Regarding Normal Availability and Unavailability of Official Court Reporters (SDSC Form #ADM-317) for further information.

ALTERNATIVE DISPUTE RESOLUTION (ADR): The court discourages any unnecessary delay in civil actions; therefore, continuances are discouraged and timely resolution of all actions, including submitting to any form of ADR is encouraged. The court encourages and expects the parties to consider using ADR options prior to the CMC. The use of ADR will be discussed at the CMC. Prior to the CMC, parties stipulating to the ADR process may file the Stipulation to Use Alternative Dispute Resolution (SDSC Form #CIV-359).

NOTICE OF E-FILING REQUIREMENTS AND IMAGED DOCUMENTS

Effective April 15, 2021, e-filing is required for attorneys in represented cases in all limited and unlimited civil cases, pursuant to the San Diego Superior Court General Order: In Re Procedures Regarding Electronically Imaged Court Records, Electronic Filing and Access to Electronic Court Records in Civil and Probate Cases. Additionally, you are encouraged to review CIV-409 for a listing of documents that are not eligible for e-filing. E-filing is also encouraged, but not mandated, for self-represented litigants, unless otherwise ordered by the court. All e-filers are required to comply with the e-filing requirements set forth in Electronic Filing Requirements (Civil) (SDSC Form #CIV-409) and Cal. Rules of Court, rules 2.250-2.261.

All Civil cases are assigned to departments that are part of the court's "Imaging Program." This means that original documents filed with the court will be imaged, held for 30 days, and then destroyed, with the exception of those original documents the court is statutorily required to maintain. The electronic copy of the filed document(s) will be the official court record, pursuant to Government Code § 68150. Thus, original documents should not be attached to pleadings filed with the San Diego Superior Court, unless it is a document for which the law requires an original be filed. Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant, or petitioner to serve a copy of this Notice of Case Assignment and Case Management Conference (Civil) (SDSC Form #CIV-721) with the complaint, cross-complaint, or petition on all parties to the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words "IMAGED FILE" in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and may be found on the court's website at www.sdcourt.ca.gov.