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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

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By: Ragine Mays-Mamudu, DEPUTY

Attorneys for Plaintiff ASHLEY SPENCER

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ASHLEY SPENCER,

Plaintiff,

vs.

RGIS, LLC; WIS INTERNATIONAL; and
DOES 1 to 25, inclusive,

Defendants.

CASE NO.: CIVSB2325059

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) FAILURE TO PROVIDE REST BREAKS;**
- 8) FAILURE TO PROVIDE MEAL BREAKS;**
- 9) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 10) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 11) VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

JURY TRIAL DEMANDED

COMES NOW Plaintiff, ASHLEY SPENCER (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of San Bernardino in this judicial district because Defendants RGIS, LLC; WIS INTERNATIONAL; and DOES 1 to 25, inclusive (collectively, "RGIS" or "Defendant(s)") do business in the County of San Bernardino, and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of San Bernardino is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the County of San Bernardino, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant RGIS, LLC is and was a corporation, with its principal place of business in Auburn Hills, MI, doing business in the County of San Bernardino, State of California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant WIS INTERNATIONAL is and was a corporation, with its principal place of business in Texas, doing business in the County of San Bernardino, State of California, and which employed Plaintiff.

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner

1 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
2 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
3 and capacities of these fictitiously named defendants.

4 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
5 that information and belief, alleges that at all times herein mentioned, each of the remaining
6 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
7 under the authority of their agency, employment, or representative capacity, with the consent
8 of his/her codefendants.
9

10 **GENERAL ALLEGATIONS**

11 7. Plaintiff started working for RGIS on or around 2018.

12 8. During her tenure, Plaintiff was classified as an hourly, non-exempt employee.

13 9. Plaintiff's latest job title was "Inventory Supervisor".

14 10. Plaintiff's employment ended on or around October 2022.

15 11. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
16 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
17 Security Services USA, Inc., an onsite security provider. After about a year of employment,
18 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
19 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
20 termination of employment and weekly payment of wages to temporary employees. The trial
21 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
22 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
23 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
24 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
25 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
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1 PAGA representative to sue for violations that the representative has personally suffered. The
2 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
3 and others. The statute also states that an “aggrieved employee” is “any person who was
4 employed by the alleged violator and against whom one or more of the alleged violations was
5 committed.” Because at least one of the violations that Huff had alleged had affected him
6 personally, the Court of Appeal denied Securitas’ motion.
7

8 12. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
9 other employees, it allows for suits broader than the specific violations the named employee
10 experienced. Therefore, even if the employee did not personally experience the Labor Code
11 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff’s
12 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
13 other employees, including ALL hourly, non-exempt employees, irrespective of job title or job
14 duties.
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16 13. It is Plaintiff’s position that RGIS has violated the following Labor Code Sections against
17 Plaintiff and other similarly situated aggrieved employees, who include all non-exempt, hourly
18 employees who worked for RGIS at their various locations in the State of California during the
19 relevant PAGA period.
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21 14. RGIS violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay
22 Plaintiff and other similarly situated aggrieved employees for all hours worked, including the
23 statutory minimum wage for all hours worked and for “off the clock” work. This is so because
24 Plaintiff and others would consistently work through meal breaks even though they were clocked
25 out and “off the clock”. The latter would be akin to a minimum wage violation wherein Plaintiff
26 and others were not paid for all hours worked. Furthermore, Plaintiff and others would perform
27 work-related tasks before clocking in and after clocking out, including sending emails, making
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1 calls, setting up schedules, printing out paperwork, etc. While Plaintiff would be paid for some
2 of this time, other time would be classified as “excessive”, and she would not be paid for all
3 hours worked as there would be manipulation of those additional hours worked. In addition,
4 RGIS had a company policy wherein they would disproportionately round down the number of
5 hours worked by Plaintiff and other aggrieved employees, resulting in “time shaving” and further
6 resulting in aggrieved employees not being paid for all hours worked.

7
8 15. Due to the above “off the clock” violations and due to rounding/ “time shaving”, RGIS
9 also violated Labor Code §510 because it failed to pay Plaintiff and other aggrieved employees
10 overtime compensation, even though they worked more than 8 hours per day, 12 hours per day,
11 and/or 40 hours per week throughout their employment. Plaintiff’s and other aggrieved
12 employees’ actual work hours entitled them to overtime compensation, however, RGIS did not
13 compensate its hourly, non-exempt employees with the correct amount of overtime.
14 Furthermore, RGIS failed to include bonuses/incentive payments in calculating Plaintiff’s and
15 other employees’ regular rate of pay for use in deciphering the correct overtime rate of pay.
16 Additionally, the incentive and bonus payments were also not factored into Plaintiff’s and others’
17 regular rate for purposes of receiving meal and rest break premiums per the Ferra v. Loews case.
18 Furthermore, the company had structured it’s scheduling of work hours to avoid paying overtime
19 to Plaintiff and others who actually worked overtime hours but were not paid overtime rates due
20 to their work hours continuing into a new workday. In addition, Plaintiff was also not paid at the
21 correct and proper overtime rates throughout her employment tenure.

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24 16. RGIS also violated Labor Code § 226.7 and the appropriate Industrial Welfare
25 Commission Wage Order no. 4/7 because it failed to provide Plaintiff and other similarly situated
26 aggrieved employees with 10-minute rest periods for every four hours of work, or majority
27 portion thereof, throughout their employment. RGIS did not completely relieve Plaintiff and
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1 others of all duty during said rest periods. RGIS did not pay to Plaintiff and others one additional
2 hour of pay at Plaintiff's regular rate of compensation for each workday that one or more
3 statutory rest periods was not provided. It was not part of the company policy for employees
4 such as Plaintiff to take timely, UNINTERRUPTED rest breaks. As such, the culture as well as
5 the policies and procedures of RGIS did not lend itself to the employees receiving statutory rest
6 breaks wherein they were relieved of all work duties. The environment at RGIS was not
7 conducive to receiving statutory rest breaks under California law and timely, uninterrupted
8 statutory rest breaks were not authorized or enforced.
9

10 17. RGIS violated Labor Code §§ 512 and 226.7 along with Industrial Welfare Commission
11 Wage Order no. 4/7 because it failed to provide hourly, non-exempt employees, including
12 Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five (5) hours
13 of work throughout their employment. RGIS did not completely relieve Plaintiff and other
14 employees of all duty during said meal periods. RGIS did not pay to Plaintiff and its hourly,
15 non-exempt employees one additional hour of pay at their regular rate of compensation for each
16 workday that one or more statutory meal periods was not provided. The hourly, non-exempt
17 employees would often not be able to receive their meal periods before the 5th hour worked due
18 to the nature of their work and due to having too many job responsibilities. The latter was the
19 same reason that Plaintiff and others were not able to take uninterrupted and complete meal
20 periods wherein they were relieved of all work duties. Furthermore, there was no second meal
21 period provided when shifts were 10 hours or longer. Moreover, and as alluded to above, Plaintiff
22 and others would also have to work through their statutory breaks due to the workload.
23 Consequently, it was the normal practice and custom of RGIS not to authorize, permit, and
24 enforce timely, uninterrupted statutory meal periods. If RGIS had Plaintiff sign a meal period
25 waiver, it would not be valid and enforceable since Plaintiff and others generally worked more
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1 than a 6-hour shift. If RGIS had Plaintiff sign an on-duty meal period agreement wherein Plaintiff
2 agreed to work through the meal periods or stay on the premises during meal periods, it would
3 be invalid and unenforceable because the nature of Plaintiff's jobs does not prevent her from
4 taking a meal period. Moreover, any such "on duty" meal period agreement did not allow for
5 Plaintiff to revoke such an agreement even if it was signed. As such, Plaintiff and others did not
6 always receive statutory, timely meal periods during their employment. If RGIS argues that
7 Plaintiff and others were actually paid for their meal breaks, the latter would not mean there was
8 no violation since Plaintiff and others were essentially denied any meal breaks for them to rest
9 and get something to eat. The solution for RGIS is not to keep their employees from taking meal
10 periods, but to hire additional staff and "breakers" to make sure that their employees receive
11 statutory breaks. To the extent that RGIS argues that employees receive meal break premium
12 pay for missed meal periods, that argument is inconsequential for PAGA penalty purposes since
13 the PAGA penalties are for the violations themselves, irrespective of whether an employee
14 received the premium payment for a missed, short, or interrupted meal period. In *Kirby v.*
15 *Immoos Fire Protection, Inc.*, the Court stated, "section 226.7 does not give employers a lawful
16 choice between providing *either* meal and rest breaks *or* an additional hour of pay." See *Kirby v.*
17 *Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the
18 extra hour of pay does not excuse the violation; the employer has still committed a violation even
19 if the remedy for the violation has been paid. See *Wert v. U.S. Bancorp.*, (S.D. Cal. Mar. 22, 2016,
20 2016 WL 1110302 at *4). As such, the work environment and culture at RGIS was not conducive
21 to receiving consistent, timely, statutory meal breaks under California law. Moreover, any meal
22 or rest break premiums paid were not compensated at the weighted average regular rate, inclusive
23 of bonuses and/or incentive payments.
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27 18. Furthermore, during the relevant time period, and due to the above labor code violations,
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1 RGIS failed to pay Plaintiff and other similarly situated aggrieved employees all wages due to
2 them within any time period specified by California Labor Code section 204.

3 19. RGIS was also in violation of California Labor Code section 226(a) by failing to include
4 pertinent information on the wage statements, including but not limited to, the correct hourly
5 rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned, net
6 wages earned, premium pay for missed meal and rest breaks, all deductions, the correct start and
7 end of the pay period, all employee identifying information, the correct name and address of the
8 legal employer, and reimbursement for business expenses, among others. As such, RGIS did not
9 provide Plaintiff and other similarly situated aggrieved employees with complete, accurate
10 itemized wage statements.
11

12 20. During the relevant time period, RGIS also failed to keep accurate and complete payroll
13 records showing the actual hours worked per day and the wages paid to Plaintiff and others
14 pursuant to California Labor Code sections 1174(d).
15

16 21. RGIS also violated Labor Code § 203 because it willfully failed to pay Plaintiff and other
17 similarly situated aggrieved employees earned and due wages upon separation of employment,
18 either immediately upon involuntary termination, or within 72 hours of resignation. These earned
19 but unpaid wages include compensation for all hours worked, including minimum wages,
20 overtime compensation, and premium pay for missed meal and rest breaks.
21

22 22. During the relevant time period, Plaintiff and other aggrieved employees incurred
23 necessary, business-related expenses and costs that were not reimbursed by RGIS. These costs
24 include, but are not limited to, travel expenses, among other items. Accordingly, RGIS was in
25 violation of California Labor Code sections 2800 and 2802.

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FIRST CAUSE OF ACTION

FAILURE TO COMPENSATE FOR ALL HOURS WORKED

(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of Regulations Title 8 Section 11040/11070, and California Labor Code Section 1198)
(Plaintiff against all named defendants and all DOE defendants)

23. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 22, inclusive, of this Complaint as though fully set forth herein.

24. At all times relevant herein, Defendants were required to compensate its employees for all hours worked upon reporting for work at the appointed time stated by the employer pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations, Title 8, Section 11040 and/or Industrial Welfare Commission Order 7-2001, California Code of Regulations, Title 8, Section 11070.

25. For the three (3) years preceding filing of this action, Defendants failed to compensate Plaintiff for all hours worked.

26. Under the aforementioned wage order and regulations, Plaintiff is to recover compensation for all hours worked but not paid by Defendants for the three (3) years preceding the filing of this Complaint.

27. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court.

28. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable attorney's fees and costs of suit.

29. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs which will equal an amount known to Plaintiff once she has obtained all of her payroll records from

Defendants.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(California Labor Code Sections 1194, 1194.2, 1197)

(Plaintiff against all named defendants and all DOE defendants)

30. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 29, inclusive, of this Complaint as though fully set forth herein.

31. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the minimum wage rate for all hours worked as required by the applicable Industrial Welfare Commission (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title 8, Section 11040, subdivision 4 and/or Wage Order No. 7-2001, codified at California Code of Regulations, Title 8, Section 11070, subdivision 4.

32. Pursuant to IWC Wage Order no. 4-2001 and/or 7-2001, subdivision 2(K), at all relevant times, "hours worked" included "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so..."

33. During her employment, Plaintiff was regularly required as a matter of uniform policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff was paid less than the minimum wage rate by Defendants for hours worked in violation of California Labor Code Section 1197 and the applicable California Industrial Wage Commission wage order(s).

34. Plaintiff was, at all relevant times, under the control of Defendants and suffered or permitted to work by Defendants. Defendants' acts or omissions in failing to adequately compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants to believe that their acts or omissions were not contrary to California law.

35. For all hours worked by Plaintiff for which she was paid less than the minimum wage

1 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
2 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
3 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
4 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

5 36. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
7 trial.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PAY OVERTIME**

10 **(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of**
11 **Regulations Title 8 Section 11040/11070)**

12 **(Plaintiff against all named defendants and all DOE defendants)**

13 37. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 36, inclusive, of this Complaint as though fully set forth herein.

15 38. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of
16 Regulations, Title 8, Section 11040 and/or Industrial Welfare Commission Order No. 7-2001,
17 California Code of Regulations, Title 8, Section 11070, for the period of Plaintiff's
18 employment, Defendants were required to compensate Plaintiff for all overtime, which is
19 calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of
20 eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for
21 hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on
22 the seventh consecutive workday in a week.

23 39. Plaintiff was a non-exempt employee entitled to the protections of the California
24 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8,
25 Section 11040 and/or California Industrial Welfare Commission Order No. 7-2001, California
26 Code of Regulations, Title 8, Section 11070.

27 40. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
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1 single workweek on numerous occasions.

2 41. Plaintiff worked more than twelve (12) hours in a single workday.

3 42. Plaintiff was entitled to the above overtime premiums.

4 43. Defendants did not pay Plaintiff premium wages of at least one and one-half times
5 Plaintiff's regular rate of pay for hours worked past eight (8) in a day.

6 44. Defendants did not pay Plaintiff premium wages of at least one and one-half times
7 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

8 45. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's regular
9 rate of pay for hours worked past twelve (12) in a day.

10 46. Plaintiff worked at least one pay period in which he was not properly paid overtime
11 within the three (3) years prior to the initiation of this lawsuit.

12 47. Defendants know or should know the actual dates of overtime worked, the amount of
13 overtime worked, and the amount of unpaid overtime due.

14 48. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
15 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
16 Court.

17 49. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
18 Regulations, Title 8, Sections 11040 and/or 11070 , Plaintiff is entitled to recover damages for
19 the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
20 reasonable attorney's fees and costs of suit.

21 50. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
23 trial.

24 **FOURTH CAUSE OF ACTION**

25 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

26 **(California Labor Code Section 226)**

27 **(Plaintiff against all named defendants and all DOE defendants)**

1 51. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

3 52. Pursuant to California Labor Code Section 226, every employer must furnish each
4 employee an itemized statement of wages and deductions at the time of payment of wages.

5 53. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
6 that accurately reflected all information required by Labor Code Section 226, including but not
7 limited to, accurate figures for gross wages earned, net wages earned, total hours worked by
8 the employee (regular and overtime), commission payments, all deductions, premium pay for
9 missed rest breaks and meal breaks, and business expense reimbursement. Therefore,
10 Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in
11 accordance with California Labor Code Section 226(a).

12 54. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
13 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
14 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
15 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
16 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
17 the 3-year period immediately preceding the date this lawsuit was filed.

18 55. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
19 sustained damages, including loss of earnings, in an amount to be established at trial. As a
20 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
21 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
22 and attorney's fees pursuant to statute.

23 56. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
24 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
25 trial.

26 **FIFTH CAUSE OF ACTION**

27 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

(California Labor Code Sections 201, 203)

(Plaintiff against all named defendants and all DOE defendants)

57. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 56, inclusive, of this Complaint as though fully set forth herein.

58. Pursuant to California Labor Code Section 201(a), an employer who discharges an employee must immediately pay for all compensation due and owing.

59. Pursuant to California Labor Code Section 202, when an employee resigns, the employer must pay all compensation due and owing within 72 hours of resignation, or on the employee's last day of work, if the employee gives more than 72 hours notice of resignation.

60. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay, without abatement or reduction, any wages of an employee whose employment ends, the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than 30 days for failure to pay an employee owed wages.

61. After Plaintiff's employment with Defendants ended, Defendants willfully refused and continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

62. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately preceding the filing of this lawsuit.

63. Under this cause of action, Plaintiff also prays for attorney's fees and costs under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

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1 72. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 2 a. Title 8 of the California Code of Regulations Sections 11040(12)(A) and/or
3 11070(12)(A), which provide that every employer shall authorize and permit all
4 employees to take rest periods, which insofar as practicable shall be in the middle of
5 each work period. The authorized rest period time shall be based on the total hours
6 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
7 fraction thereof;
8
- 9 b. Title 8 of the California Code of Regulations Sections 11040(12)(B) and/or
10 11070(12)(B), which provides that if an employer fails to provide an employee a
11 rest period in accordance with the applicable provisions of this order, the employer
12 shall pay the employee one (1) hour of pay at employee's regular rate of
13 compensation for each workday that the rest period is not provided;
14
- 15 c. Title 8 of the California Code of Regulations sections 11040(20)(A) and/or
16 11070(20)(A), which penalizes the employer \$50.00 for each initial violation, per
17 employee, of any provision of the Wage Order, and \$100.00 for each additional
18 violation thereafter per employee; and
- 19 d. California Labor Code section 226.7, which states that (a) no employer shall require
20 any employee to work during any rest period mandated by an applicable order of
21 the Industrial Welfare Commission, and (b) if an employer fails to provide an
22 employee a rest period in accordance with an applicable order of the Industrial
23 Welfare Commission, the employer shall pay the employee one (1) additional hour
24 of pay at employee's regular rate of compensation for each work day that the rest
25 period is not provided.
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27 73. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute
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1 rest break after every four (4) hours of work or major fraction thereof, as required by California
2 law.

3 74. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
4 regulations, and wage orders alleged in this cause of action along with any allowable interest,
5 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
6 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

7 75. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
8 fees as well as interest under Labor Code section 218.6.

9 76. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.
12

13 **EIGHTH CAUSE OF ACTION**

14 **FAILURE TO GIVE MEAL BREAKS**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 77. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 76, inclusive, of this Complaint as though fully set forth herein.
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19 78. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 20 a. California Labor Code section 512(a), which requires that employees be given a 30-
21 minute uninterrupted meal break after five (5) hours of work, and a second
22 uninterrupted meal break after ten (10) hours of work;
23
24 b. California Labor Code section 226.7, which states that (a) no employer shall require
25 any employee to work during any meal period mandated by an applicable order of
26 the Industrial Welfare Commission, and (b) if any employer fails to provide an
27 employee a meal period in accordance with an applicable order of the Industrial
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1 Welfare Commission, the employer shall pay the employee one (1) additional hour
2 of pay at the employee's regular rate of compensation for each workday that the
3 meal period is not provided;

4 c. California Industrial Welfare Commission Order No. 4 and/or 7 section 11(B), as
5 codified under Title 8 of the California Code of Regulations Section 11040 and/or
6 11070, which state that if an employer fails to provide an employee a meal period in
7 accordance with the applicable provisions of the Wage Order, the employer shall
8 pay the employee one (1) hour of pay at the employee's regular rate of
9 compensation for each workday that the meal period is not provided;

10 d. California Industrial Welfare Commission Wage Order No. 4 and/or 7 Section
11 7(A)(3), as codified under Title 8 of the California Code of Regulations Section
12 11040 and/or 11070, which require an employer to maintain records documenting
13 its employees' meal periods;

14 e. California Industrial Welfare Commission wage order No. 4 and/or 7 Section
15 20(A), as codified under California Code of Regulations Section 11040 and/or
16 11070, which penalizes the employer \$50.00 for each initial violation, per
17 employee, of any provision of the Wage Order, and \$100.00 for each additional
18 violation thereafter per employee; and

19 f. California Labor Code section 1171 and 1173, which have given the California
20 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4
21 and/or 7) as enforceable law.

22 79. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
23 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
24 to take a second relieved meal break after ten (10) hours of work, as required by California
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1 law. California Labor Code section 512(a) and California Industrial Welfare Commission
2 Order No. 4 and/or 7, as codified under California Code of Regulations Sections 11040 and/or
3 11070 et. seq., require that employees receive uninterrupted meal periods every five (5) hours
4 of consecutive work, and that the meal period be at least 30 minutes in length, wherein
5 employee is relieved of all work duty. California Labor Code section 226.7 provides that
6 employers may not require their employees to work through their meal periods. California
7 Labor Code section 226.7 and California Code of Regulations section 11040 and/or 11070
8 require that if the employer fails to provide the employee with an uninterrupted meal period,
9 the employer must pay the employee one (1) hour of pay for each workday that the meal period
10 is not given.
11

12 80. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
13 regulations, and wage orders alleged in this cause of action along with any allowable interest,
14 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
15 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

16 81. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
17 fees as well as interest under Labor Code section 218.6.

18 82. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
19 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
20 trial.
21

22 **NINTH CAUSE OF ACTION**

23 **PRIVATE ATTORNEYS GENERAL ACT**

24 **Individual and Representative Claim for PAGA penalties under California Labor Code**
25 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,**
1194, 1197, 1198, 2802)

26 **(Against All Named Defendants and all DOE Defendants)**

27 83. Plaintiff re-alleges and incorporates by reference each and every allegation in
28

1 paragraphs 1 through 82, inclusive, of this Complaint as though fully set forth herein.

2 84. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
3 Defendants of the specific violations of the California Labor Code that Defendants
4 and DOE defendants have violated and continue to violate.

5 85. Pursuant to California Labor code section 2699.3, no response was received from the
6 LWDA within 65 days of the postmark date of the above-alleged letter.

7 86. Plaintiff therefore has exhausted all administrative remedies required of her under
8 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
9 cause of action and pursue penalties in a representative action for Defendants' violations of the
10 Labor Code.

11 87. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
12 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
13 departments, divisions, commissions, boards, agencies, or employees for violation of the code
14 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
15 on behalf of himself or herself and other current or former employees pursuant to the
16 procedures specified in California Labor Code section 2699.3.

17 88. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
18 violator and had one or more of the alleged violations committed against her, and therefore is
19 properly suited to represent the interests of other current and former employees, including all
20 hourly, non-exempt employees who worked for Defendants in the State of California during
21 the PAGA period at any of their locations in California.

22 89. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
23 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
24 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

25 90. Plaintiff therefore has exhausted all administrative remedies required of her under
26 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
27 cause of action and pursue penalties in a representative action for Defendants' violations of the
28

1 Labor Code.

2 91. California Labor Code section 2699 et seq. imposes penalties upon culpable
3 Defendants for violating the Labor Code.

4 92. California Labor Code section 558 establishes a civil penalty as follows: Any
5 employer or other person action on behalf of an employer who violates, or causes to be
6 violated, a section of this chapter or any provision regulating hours and days of work in any
7 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
8 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
9 dollars (\$50) for each underpaid employee for each pay period for which the employee was
10 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
11 employee for each pay period for which the employee was underpaid ...;

12 93. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
13 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
14 seeking individual/victim specific relief or underpaid wages under this particular cause of
15 action.

16 94. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
17 the following:

18 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
19 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, via
20 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Order
21 Provisions (nos. 4 and/or 7) violated based on the facts alleged in this Complaint.

22 95. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
23 costs, civil penalties, and wages on behalf of Plaintiff and other current and former aggrieved
24 employees as alleged herein in an amount to be shown according to proof at trial and within the
25 jurisdictional limits of this Court.

26 **TENTH CAUSE OF ACTION**

27 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

1 **(Plaintiff against all Defendants and DOE Defendants, and each of them)**

2 96. Plaintiff re-alleges and incorporates by reference each and every allegation in
3 paragraphs 1 through 95, inclusive, of this Complaint as thought fully set forth herein.

4 97. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
5 employee for all necessary expenditures or losses incurred by the employee in direct
6 consequence of the discharge of his or her duties.”

7 98. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
8 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
9 of completing her job duties, which were not reimbursed by Defendant. These costs include, but
10 are not limited to, uniforms, use of personal cell phones for work purposes, and travel expenses.

11 99. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
12 and attorney’s fees and costs, under Labor Code section 2802.

13
14 **ELEVENTH CAUSE OF ACTION**

15 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

16 **(California Business and Professions Code Section 17200)**

17 **(Plaintiff against All Named Defendants and all DOE defendants)**

18 100. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 99, inclusive, of this Complaint as though fully set forth herein.

20 101. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
21 constitutes unfair and unlawful business practices under California Business and Professions
22 Code Section 17200, et seq.

23 102. Defendant’s violations of California labor laws constitutes a business practice because
24 it was done repeatedly over a significant period of time in a systematic manner that was
25 detrimental to Plaintiff and other similarly situated aggrieved employees.

26 103. For the four years preceding the filing of this action, Plaintiff has suffered damages
27 and request damages and/or restitution of all monies and profits to be disgorged from
28

1 Defendants in an amount according to proof at time of trial, but in excess of the
2 jurisdiction of this Court.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
5 follows:

- 6 1. For compensatory damages including lost past and future wages, regular wages,
7 overtime, and all other sums of money, including employment benefits, together
8 with interest on said amounts, and any other economic injury to Plaintiff, according to
9 proof;
10
- 11 2. For special and consequential damages to the extent allowed by law;
- 12 3. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
13 at trial;
- 14 4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
15 subject to proof at trial;
- 16 5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
17 proof at trial;
- 18 6. For restitution and disgorgement for all unfair business practices by corporate
19 Defendants against Plaintiff in an amount according to proof;
- 20 7. For an order enjoining corporate Defendants from further unfair and unlawful business
21 practices in violation of Business and Professions Code section 17200, et seq.;
- 22 8. For maximum civil penalties available under the Labor Code and applicable Wage
23 Order against Defendants as described more particularly in the Complaint and
24 representative PAGA claims;
- 25 9. For all remedies available to Plaintiff under the applicable Wage Order and the
26 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
27 liquidated damages, damages, penalties, and waiting time penalties according to proof
28

1 to the extent permitted by law via PAGA;

2 10. For the imposition of civil penalties and/or statutory penalties;

3 11. Reasonable attorney's fees where available by law, including but not limited to,
4 pursuant to Labor Code section 2698 et seq., and the Labor Code generally;

5 12. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
6 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.

7 13. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
8 (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.

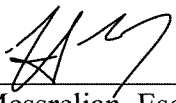
9 14. Costs and expenses of suit incurred herein;

10 15. For all interest as allowed by law;

11 16. For such other and further relief as the Court deems just and proper.

12
13 DATED: October 5, 2023

MESSRELIAN LAW INC.

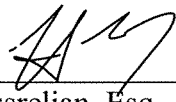
14
15 By 
16 Harout Messrelian, Esq.
17 Attorneys for Plaintiff Ashley Spencer

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

20
21 DATED: October 5, 2023

MESSRELIAN LAW INC.

22
23 By 
24 Harout Messrelian, Esq.
25 Attorneys for Plaintiff Ashley Spencer
26
27
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Harout Messrelian, Esq. (272020) Messrelian Law Inc., 500 N. Central Ave., Suite 840, Glendale, CA 91203 TELEPHONE NO.: 818-484-6531 FAX NO. (Optional): 818-956-1983 E-MAIL ADDRESS: hm@messrelianlaw.com ATTORNEY FOR (Name): Plaintiff, Ashley Spencer	FOR COURT USE ONLY ELECTRONICALLY RECEIVED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO 10/5/2023 9:57 PM By: Ragine Mays-Mamudu, DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO STREET ADDRESS: 247 W. 3rd St. MAILING ADDRESS: CITY AND ZIP CODE: San Bernardino, CA 92415 BRANCH NAME: San Bernardino Justice Center	
CASE NAME: Spencer v. RGIS, LLC et al.	
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)	Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
	CASE NUMBER: CIVSB2325059 JUDGE: DEPT.:

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

1. Check one box below for the case type that best describes this case:		
Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☒ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☒ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 11 - wage and hour; PAGA penalties
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: October 5, 2023

Harout Messrelian, Esq.

(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

CM-010

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

ASHLEY SPENCER

CIVSB2325059

Case No.:

vs.

CERTIFICATE OF ASSIGNMENT

RGIS, LLC et al.

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 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 | Petitioner resides within the district |
| ☐ 2. Conservator | Petitioner or conservatee resides within the district. |
| ☐ 3. Contract | Performance in the district is expressly provided for. |
| ☐ 4. Equity | The cause of action arose within the district. |
| ☐ 5. Eminent Domain | The property is located within the district. |
| ☐ 6. Family Law | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ 7. Guardianship | Petitioner or ward resides within the district or has property within the district. |
| ☐ 8. Harassment | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ 9. Mandate | The defendant functions wholly within the district. |
| ☐ 10. Name Change | The petitioner resides within the district. |
| ☐ 11. Personal Injury | The injury occurred within the district. |
| ☐ 12. Personal Property | The property is located within the district. |
| ☐ 13. Probate | Decedent resided or resides within or had property within the district. |
| ☐ 14. Prohibition | The defendant functions wholly within the district. |
| ☐ 15. Review | The defendant functions wholly within the district. |
| ☐ 16. Title to Real Property | The property is located within the district. |
| ☐ 17. Transferred Action | The lower court is located within the district. |
| ☐ 18. Unlawful Detainer | The property is located within the district. |
| ☐ 19. Domestic Violence | The petitioner, defendant, plaintiff or respondent resides within the district. |
| ☒ 20. Other Employment | One of the addresses where Plaintiff would perform work duties |
| ☐ 21. THIS FILING WOULD | NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT |

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

ADDRESS

12189 Apple Valley Rd.

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

ADDRESS

Apple Valley

CA

92308

CITY

STATE

ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on October 5, 2023 at Glendale, CA, California.

Signature of Attorney/Party