

SUMMONS (CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

BAILEY FOOD AND BEVERAGE GROUP, LLC doing business as THE LIBRARY GENTLEMEN'S CLUB; and DOES 1 through 50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

RYAN JACKSON, individually, and on behalf of all other aggrieved employees,

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

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

JUL 20 2023

BY Kylie Meneses
KYLIE MENESES DEPUTY

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

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

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

CASE NUMBER
(Número de Caso)
CIV SB 2316631

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

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
SCOTT ERNEST WHEELER (SBN 187998) LAW OFFICE OF SCOTT ERNEST WHEELER
250 WEST FIRST STREET, SUITE 216 TELEPHONE: (909) 621-4988
CLAREMONT, CALIFORNIA 91711 FACSIMILE: (909) 621-4622

DATE:

(Fecha)

JUL 20 2023

Clerk, by

(Secretario)

Kylie Meneses

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)).

KYLIE MENESES

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

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

- ☐ on behalf of (specify):

under:

- ☐ CCP 416.10 (corporation)
☐ CCP 416.20 (defunct corporation)
☐ CCP 416.40 (association or partnership)
☐ other (specify):

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

- ☐ by personal delivery on (date):

COPY

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): SCOTT ERNEST WHEELER (SBN 187998) LAW OFFICE OF SCOTT ERNEST WHEELER 250 WEST FIRST STREET, SUITE 216 CLAREMONT, CALIFORNIA 91711 TELEPHONE NO.: (909) 621-4988 FAX NO. (Optional): (909) 621-4622 E-MAIL ADDRESS: SEW@SCOTTWHEELERLAWOFFICE.COM ATTORNEY FOR (Name): PLAINTIFF, RYAN JACKSON	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO JUL 19 2023 BY: <u>Kylie Meneses</u> Kylie Meneses, Deputy			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO STREET ADDRESS: 247 WEST 3RD STREET MAILING ADDRESS: CITY AND ZIP CODE: SAN BERNARDINO, CALIFORNIA 92415 BRANCH NAME: SAN BERNARDINO - CIVIL DIVISION	CASE NAME: RYAN JACKSON v. BAILEY FOOD AND BEVERAGE GROUP, LLC			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) </td> <td style="width: 50%; padding: 5px;"> ☐ Limited (Amount demanded is \$25,000 or less) </td> </tr> </table>		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)
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000)	☐ Limited (Amount demanded is \$25,000 or less)			

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 tort (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)
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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
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☒ Substantial amount of documentary evidence | d. ☒ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
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): **ONE PAGA CAUSE OF ACTION**

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date:

Scott Ernest Wheeler

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

Other P/DPD/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 P/DPD/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 P/DPD/WD

Non-P/DPD/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-P/DPD/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

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JUL 19 2023

BY: Kyle Meneses
Kyle Meneses, Deputy*Attorneys for Plaintiff and on behalf of all
other Aggrieved Employees.*SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO JUSTICE CENTER

By Fax

RYAN JACKSON, individually, and on behalf
of all other aggrieved employees,

Plaintiff,

v.

BAILEY FOOD AND BEVERAGE GROUP,
LLC, doing business as THE LIBRARY
GENTLEMEN'S CLUB; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: **CIV SB 2316631****COMPLAINT FOR VIOLATION OF THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004**[California Labor Code § 2698 *et seq.*]

1 This is a representative action brought by Ryan Jackson, individually and on behalf of all other
2 aggrieved employees ("Plaintiff"), alleging systematic violations of California wage and hour laws
3 committed by his former employer, Bailey Food And Beverage Group, LLC, Doing Business As The
4 Library Gentlemen's Club, ("Defendant"). Plaintiff makes the following allegations on information
5 and belief, except as to allegations pertaining to Plaintiff individually, which are based on his personal
6 knowledge.

7 **INTRODUCTION**

8 1. At all relevant times herein, Defendant has implemented policies and practices that have
9 resulted in systematic violations of California's wage and hour laws. Defendant engages in these
10 unlawful practices to maximize profits.

11 2. Defendant maximizes profits at the expense of its employees by cutting labor costs
12 through understaffing, denying meal and rest breaks, cheating non-exempt employees out of wages and
13 premiums, and related violations of California wage and hour laws.

14 3. For example, Defendant has implemented unlawful policies with respect to meal and
15 rest breaks. Defendant requires its non-exempt employees to routinely work through meal and rest
16 breaks while failing to pay them the legally-required premium pay for these missed and non-complaint
17 meal and rest breaks. In addition, Defendant does not maintain accurate records relating to meal
18 periods taken or accurate records relating to the hours worked by Plaintiff and the other aggrieved
19 employees.

20 4. Plaintiff seeks civil penalties and other statutorily available relief for himself and other
21 current and former non-exempt employees of Defendant during the applicable limitations period to
22 compensate these workers for the wages Defendant has stolen from them and to protect workers from
23 being subjected to similar unlawful working conditions perpetrated by Defendant.

24 **JURISDICTION AND VENUE**

25 5. The Superior Court of the State of California has jurisdiction in this matter because
26 Plaintiff is a resident and citizen of the State of California, and Defendant regularly conducts business
27 in the State of California. No federal question is at issue because Plaintiff's claims are based solely on
28 California law.

6. Venue is proper in this judicial district and the County of San Bernardino because one or more of aggrieved employees performed work for Defendant in the County of San Bernardino and many of Defendant's unlawful actions and omissions, as set alleged herein, occurred in the County of San Bernardino. Moreover, venue for this representative action is permissible in any County of the State of California where a violation of the Labor Code occurred since this action is not an individual action but a representative action brought on behalf of Plaintiff as a designated proxy for the state in seeking civil penalties on behalf of all aggrieved employees.

7. Moreover, Defendant operates one or more of its business in the City of Redlands, California, which is located in the County of San Bernardino.

THE PARTIES

8. Plaintiff is a resident and citizen of the State of California and a former employee of Defendant. Plaintiff was employed by Defendant as a VIP Host, a non-exempt position, during the time period of November of 2021 through April of 2023.

9. Plaintiff, on behalf of himself and all other aggrieved employees, brings this representative action to recover wages and penalties for among other things, Defendant's failure to provide legally compliant meal periods and rest breaks and failure to provide proper compensation for missed and otherwise unlawful meal periods and rest breaks, unpaid and illegally calculated regular and overtime compensation, Defendant's failure to pay all wages due to discharged or quitting non-exempt employees, Defendant's failure to maintain required records, failure to provide accurate itemized wage statements, failure to provide suitable seating, failure to provide to suitable resting facilities, failure to provide supplemental COVID-19 sick leave, and failure to comply with the requirements of California Labor Code §2810.5 regarding wage theft, failure to indemnify for reimbursement of business expenses, and other violations of California wage and hour laws as alleged herein.

10. Defendant, which does business as The Library Gentlemen's Club, and at all times relevant herein was and is, a California limited liability company conducting business in the state of California. Defendant operates three (3) lounges and gentlemen's "strip" clubs at the following locations:

1 1331 West Colton Avenue
2 Redlands, California

3 7000 Garden Grove Blvd.
4 Westminster, California

5 1421 North State College Blvd.
6 Anaheim, California

7 11. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
8 Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is
9 informed and believes, and thereon alleges, that each defendant designated as a DOE is in some manner
10 highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved employees'
11 injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE
12 defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and
13 capacities of such DOE defendants when ascertained.

14 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

15 12. Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), California Labor
16 Code §§ 2698-2699.5, Plaintiff brings this action on behalf of himself and all other aggrieved
17 employees – i.e., all current and former non-exempt employees who worked for Defendant in the State
18 of California at any time during the statute of limitations period.

19 13. On May 12, 2023, Plaintiff gave written notice by certified mail, pursuant to California
20 Labor Code § 2699.3, to the California Labor and Workforce Development Agency ("LWDA") and
21 Defendant, of the specific provisions of the California Labor Code and IWC Wage Order alleged to
22 have been violated, including the facts and theories to support the alleged violations. As of the date of
23 this filing, Plaintiff has not received any response from the LWDA. As Plaintiff has waited more than
24 sixty-five (65) days from the postmark date of his written notice before filing this action, Plaintiff has
25 complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a
26 representative action under PAGA.

27 **FACTUAL ALLEGATIONS**

28 **Failure to Provide Required Meal Periods**

**[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 11
and all other applicable IWC Wage Orders]**

14. During the statute of limitations period, Defendant has required, permitted or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal periods, to completely skip their meal periods, to take late and short meal periods, and Defendant has otherwise failed to provide the required meal periods to Plaintiff and aggrieved employees as required under California Labor Code §§ 226.7, 512, and § 11 of the applicable IWC Order.

15. Defendant has implemented several policies and practices that have caused Plaintiff and aggrieved employees to systematically miss and otherwise take non-compliant meal periods. Defendant implements a skeletal staffing policy such that Plaintiff and aggrieved employees are given so much work to complete that they regularly miss or take non-compliant meal periods. As a direct consequence of these policies and practices, Plaintiff and aggrieved employees have so much work to complete within their scheduled shifts that they are forced to skip their meal periods altogether, to take them after working longer than five (5) hours, to perform work during their meal periods, or return to work after taking less than a thirty (30) minute meal period.

16. Further, Defendant's policy is to not inform Plaintiff and aggrieved employees that they are able to take meal periods before the fifth hour of work. This policy, combined with an unreasonable workload, results in systematic late meal periods taken by Plaintiff and aggrieved employees.

17. Defendant also has no policy to provide second meal periods when Plaintiff and aggrieved employees work shifts longer than ten (10) hours. This is in direct contravention of California law. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041 ("We conclude that, absent waiver, section 512 requires a first meal period no later than the end of an employee's fifth hour of work, and a second meal period no later than the end of an employee's 10th hour of work.")

18. Despite work conditions that systematically result in missed and non-compliant meal periods, and in order to keep labor costs down, Defendant has implemented a policy and practice of not paying meal period premium payments that are owed and due. This policy is in direct contravention of California law, which requires Defendant to pay one hour at the employee's regular rate of pay for a missed or interrupted meal period.

1 19. In sum, Defendant has violated California Labor Code §§ 226.7, § 11 of the applicable
2 IWC Wage Order, by failing to compensate Plaintiff and aggrieved employees who were not authorized
3 and permitted to take a complete, timely, uninterrupted meal period, one additional hour of
4 compensation at the proper regular rate of pay for each workday that such a meal period was not
5 authorized or permitted. Defendant further violated California Labor Code sections 226.7, 510, 558,
6 1194, 1197, and § 11 of the applicable IWC Wage Order by failing to compensate Plaintiff and Class
7 members for all hours worked during their meal periods.

8 **Failure to Provide Required Rest Breaks**

9 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12**

10 **and all other applicable IWC Wage Orders]**

11 20. During the statute of limitations period, Defendant has failed to authorize and permit
12 Plaintiff and other aggrieved employees to take rest breaks as required under California Labor Code §§
13 226.7 and 512, and IWC Wage Order No. 5-2001, § 12 and all other applicable IWC Wage Orders.

14 21. As with meal periods, Defendant's policies and practices caused Plaintiff and other
15 aggrieved employees to miss or otherwise take non-compliant rest periods by, among other things,
16 giving them unreasonable amounts of work that had to be completed within their shift, and relatedly,
17 engaging in gross understaffing and setting unrealistic project goals, such that rest periods as a practical
18 matter could not be taken. For example, Plaintiff would be so busy with a project that he could not
19 complete within the deadlines set by Defendant without skipping his rest breaks.

20 22. Defendant further violated California Labor Code § 226.7, IWC Wage Order No. 5-
21 2001, § 11 and all other applicable IWC Wage Orders, by failing to pay Plaintiff and other aggrieved
22 employees who were not provided with a rest break, in accordance with the applicable wage order, one
23 additional hour of compensation at the proper regular rate of pay for each workday that a rest break
24 was not provided.

25 **Failure to Pay Overtime Wages**

26 **[Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3**

27 **and all other applicable IWC Wage Orders]**

28 23. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, §

1 3, and all other applicable IWC Wage Orders, Defendant is required to compensate Plaintiff and other
2 aggrieved employees for all overtime, which is calculated at one and one-half (1 ½) times the regular
3 rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week,
4 and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours
5 worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8)
6 hours on the seventh consecutive day of work in any workweek.

7 24. Plaintiff and other aggrieved employees are current and former non-exempt employees
8 entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001
9 and all other IWC Wage Orders. During the statute of limitations period, Defendant failed to
10 compensate Plaintiff and other aggrieved employees for all overtime hours worked as required under
11 the foregoing provisions of the California Labor Code and IWC Wage Order by, among other methods,
12 unlawful rounding whereby Defendant implemented a rounding policy which favors Defendant, failing
13 to pay overtime at one and one-half (1½) or double the regular rate of pay as provided by California
14 Labor Code §§ 510, 1194 and IWC Wage Order No. 5-2001, § 3 and all other applicable IWC Wage
15 Orders, requiring, permitting or suffering Plaintiff and other aggrieved employees to work off-the-
16 clock, and to work through meal periods and rest breaks, but not compensating them for this time,
17 failure to pay overtime wages at the highest regular rate of pay based upon nondiscretionary bonus
18 payments, and other methods to be discovered.

19 25. Defendant has knowingly and willfully refused to perform its obligations to compensate
20 Plaintiff and other aggrieved employees for all wages earned and all hours worked in violation of
21 California Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 5-2001, § 3 and all other
22 applicable IWC Wage Orders.

23 **Failure to Pay Minimum Wages**

24 **[Cal. Lab. Code §§ 1194, 1197; § 4 of the IWC Wage Orders]**

25 26. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order,
26 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
27 period is unlawful.

28 27. During the statute of limitations period, the hourly rates for Plaintiff and other aggrieved

1 employees were precisely at California minimum wage. Based on this common practice, Defendant
2 failed to pay Plaintiff and other aggrieved employees minimum wages for all hours worked by
3 requiring, permitting or suffering Plaintiff and other aggrieved employees to work off the clock,
4 unlawfully rounding of time worked by Plaintiff and the other aggrieved employees which favors
5 Defendant, requiring Plaintiff and the other aggrieved employees to work through meal and rest breaks
6 but not compensating them for this time, and failing to include this time in all hours worked, and other
7 methods to be discovered.

8 28. Defendant's conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and § 4
9 of the applicable IWC Wage Order. As a proximate result of the aforementioned violations, Plaintiff
10 and other aggrieved employees have been damaged in an amount according to proof at trial. Therefore,
11 pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and any other applicable law,
12 Plaintiff and other aggrieved employees are entitled to recover the unpaid balance of wages owed to
13 them by Defendant, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

14 **Failure to Timely Pay Wages During Employment**

15 **[Cal. Lab. Code § 204]**

16 29. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
17 15th days of any calendar month, Defendant is required to pay its nonexempt employees between the
18 16th and 26th day of the month during which the labor was performed. California Labor Code § 204
19 also provides that for all labor performed between the 16th and 26th days of any calendar month,
20 Defendant is required to pay its non-exempt employees between the 1st and 10th day of the following
21 calendar month. In addition, California Labor Code § 204 provides that all wages earned for labor in
22 excess of the normal work period shall be paid no later than the payday of the next regular payroll
23 period.

24 30. During the statute of limitations period, Defendant has knowingly and willfully failed
25 to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the next
26 regular payroll period as required by California Labor Code § 204.

27 ///

28 ///

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

2 **[Cal. Lab. Code §§ 201, 202, 203]**

3 31. Pursuant to California Labor Code § 201, 202 and 203, Defendant is required to pay all
4 earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates
5 that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
6 discharge are due and payable immediately.

7 32. Furthermore, pursuant to California Labor Code § 202, Defendant is required to pay all
8 accrued wages due to an employee no later than 72 hours after the employee quits his or her
9 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
10 which case the employee is entitled to his or her wages at the time of quitting.

11 33. California Labor Code § 203 provides that if an employer willfully fails to pay, in
12 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who
13 quits, the employer is liable for waiting time penalties in the form of continued compensation to the
14 employee at the same rate for up to 30 workdays.

15 34. During the statute of limitations period, Defendant has willfully failed to pay accrued
16 wages and other compensation to Plaintiff and other aggrieved employees in accordance with
17 California Labor Code §§ 201 and 202. Because Defendant has failed and continues to fail to properly
18 compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime and
19 minimum wages, and compensation for non-compliant meal periods and rest breaks, Defendant has
20 also willfully failed and continues to fail to pay accrued wages and other compensation to Plaintiff and
21 other aggrieved employees in accordance with California Labor Code §§ 201 and 202.

22 **Failure to Maintain Required Records**

23 **[Cal. Lab. Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7**

24 **and all other applicable IWC Wage Orders]**

25 35. During the statute of limitations period, as part of Defendant's illegal payroll policies
26 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
27 Defendant knowingly and intentionally failed to maintain records as required under California Labor
28 Code §§ 226(a) and 1174(d) and IWC Wage Order No. 5-2001, § 7 and all applicable IWC Wage

1 Orders, including but not limited to the following records: total daily hours worked by each aggrieved
2 employee; applicable rates of pay; all deductions; meal periods; time records showing when each
3 employee begins and ends each work period; and accurate itemized wage statements. Among other
4 things, Defendant has systematically failed to maintain records of when Plaintiff and aggrieved
5 employees take meal periods (when they are able to take them), failing to pay wages at the highest
6 regular rate of pay taking into consideration nondiscretionary bonus payments, and Defendant
7 implemented an illegal rounding policy regarding hours worked by Plaintiff and the other aggrieved
8 employees which favors Defendant. In addition, Defendant had knowledge that it was not providing its
9 non-exempt employees with proper meal and rest periods, but knowingly failed to include in the wage
10 statements one (1) extra hour of compensation for each missed meal and rest period. Defendant also
11 illegally and inaccurately recorded the time in which Plaintiff and other aggrieved employees worked.

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

13 **[Cal. Lab. Code § 226(a); IWC Wage Order No. 5-2001, § 7**

14 **and all other applicable IWC Wage Orders]**

15 36. During the statute of limitations period, Defendant has routinely failed to provide
16 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
17 Defendant's pay stubs violate California Labor Code § 226 on their face by, among other things, by
18 not providing Plaintiff and other aggrieved employees with proper meal periods and rest breaks but
19 intentionally failing to include in their wage statements one (1) additional hour of compensation at their
20 regular rates of pay for each non-compliant meal period or rest break, and Defendant implemented an
21 illegal rounding policy regarding hours worked by Plaintiff and the other aggrieved employees which
22 favors Defendant and failing to pay wages at the regular rate of pay taking into consideration
23 nondiscretionary bonus payments, and failing to provide for and list supplemental COVID-19 sick pay
24 during the COVID-19 pandemic.

25 37. In order to conceal its wage theft, Defendant knowingly and intentionally failed to
26 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements in
27 accordance with Labor Code § 226(a) IWC Wage Order No. 5-2001 § 7 and all other applicable IWC
28 Wage Orders.

1 38. Plaintiff and other aggrieved employees suffered injury as a result of Defendant's failure
2 to provide timely and accurate itemized wage statements because it prevented them from discovering
3 the scope and extent of Defendant's violations of California wage and hour laws, prevented them from
4 being able to determine the gross wages earned, the total hours worked, all deductions made, the net
5 wages earned, all applicable hourly rates in effect during each pay period and the corresponding number
6 of hours worked at each hourly rate. Defendant, also failed to provide the amount of supplemental
7 COVID-19 paid sick leave taken and available on the wage statements, all in violation of Labor Code
8 §§226 and 246.

9 **Failure to Pay COVID-19 Supplemental Sick Leave**

10 **[Cal. Lab. Code §§ 248.1, 248.2 and 248.6]**

11 39. During the Statute of Limitations Period, Plaintiff is informed and believes from January
12 1, 2022, through September 30, 2023, Defendant employed 26 or more aggrieved employees.

13 40. Defendant failed to provide 80 hours of COVID-19 Supplemental Paid Sick leave and
14 compensate Aggrieved Employees at their regular rate of pay for supplemental sick leave, i.e., their
15 highest regular rate of pay, taking into consideration non-discretionary bonuses, etc., in violation of
16 California Labor Code § 248.1(b)(3)(A). Defendant failed to list the amount of supplemental COVID-
17 19 sick leave taken by the aggrieved employees on their wage statements. Defendant also failed to
18 provide COVID-19 Supplemental Sick Leave to Aggrieved Employees in addition to regular sick leave,
19 in violation of California Labor Code § 248.1(b)(2)(D). Defendant also failed to provide for
20 supplemental COVID-19 sick leave and also to accurately reflect any offset and/or the current amount
21 of COVID-19 Supplemental Sick Leave available to aggrieved employees on their wage statements, in
22 violation of California Labor Code §§ 248.1(b)(2)(D), 248.2, 248.6 and for the reasons provided herein.

23 **Failure to Provide Suitable Seating**

24 **[IWC Wage Order No. 5-2001, § 14]**

25 41. IWC Wage Order No. 5-2001, § 14, and all other applicable IWC Wage Orders
26 provide:

27 “(A) All working employees shall be provided with suitable seats when the nature
28 of the work reasonably permits the use of seats.

1 (B) When employees are not engaged in the active duties of their employment and
2 the nature of the work requires standing, an adequate number of suitable seats shall
3 be placed in reasonable proximity to the work area and employees shall be
4 permitted to use such seats when it does not interfere with the performance of their
duties.”

5 42. Defendant failed to provide suitable seating by not providing any seats or stools in
6 reasonable proximity to the work areas operated by Plaintiff and other aggrieved employees. The
7 nature of the work reasonably permits the use of seats. To the extent that the use of seats could
8 interfere with their work duties, at all times herein it is and has been reasonable for Defendant to
9 place seats in reasonable proximity to the work areas to be used by Plaintiff and other aggrieved
10 employees when doing so would not interfere with their job duties. For example, Defendant could
11 have provided seats to hostesses and entertainers while they were not performing but failed to do so.

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

13 **[Cal. Lab. Code § 2802]**

14 43. California Labor Code § 2802(a) requires an employer to indemnify an employee for all
15 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
16 his or her duties, or of his or her obedience to the directions of the employer. Moreover, § 7 of IWC
17 Wage Order 5-2001 or any other applicable Wage Order require employers to provide and maintain
18 uniforms for employees when such uniforms are mandatory.

19 44. During the Statute of Limitations Period, Defendant has failed to reimburse Aggrieved
20 Employees for mileage reimbursements at the standard rate, expenses relating to the costs of personal
21 cellular phone usage which were necessary business expenses related to their work.

22 **Failure to Provide Suitable Resting Facilities**

23 **[IWC Wage Order No. 5-2001, § 13]**

24 45. IWC Wage Order No. 5-2001, § 13, and all other applicable IWC Wage Orders
25 provide:

26 “(A) Employers shall provide suitable lockers, closets, or equivalent for the
27 safekeeping of employees’ outer clothing during working hours, and when
28 required, for their work clothing during non-working hours. When the occupation
requires a change of clothing, change rooms or equivalent space shall be provided

1 in order that employees may change their clothing in reasonable privacy and
2 comfort. These rooms or spaces may be adjacent to but shall be separate from toilet
3 rooms and shall be kept clean.

4 (B) Suitable resting facilities shall be provided in an area separate from the toilet
5 rooms and shall be available to employees during work hours."

6 46. During the statute of limitations period, Defendant has failed to provide suitable
7 changing rooms and/or resting facilities by not providing suitable lockers, closets, or equivalent for
8 the safekeeping of employees' outer clothing during working hours, and when required, for their
9 work clothing during non-working hours a break room, or any other appropriate designated area on
10 the work premises, where Plaintiff and the other aggrieved employees could take meal periods and
11 rest breaks.

12 **Failure to Provide Notice of Employer-Related Information**

13 **[Cal. Lab. Code § 2810.5]**

14 47. California Labor Code § 2810.5 requires employers in California to provide written
15 notice at the time of hiring of certain employment-related information, as follows:

16 "(A) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week,
17 salary, piece, commission, or otherwise, including any rates for overtime, as applicable.

18 (B) Allowances, if any, claimed as part of the minimum wage, including meal or lodging
19 allowances.

20 (C) The regular payday designated by the employer in accordance with the requirements of this
21 code.

22 (D) The name of the employer, including any "doing business as" names used by the employer.

23 (E) The physical address of the employer's main office or principal place of business, and a
24 mailing address, if different.

25 (F) The telephone number of the employer.

26 (G) The name, address, and telephone number of the employer's workers' compensation
27 insurance carrier.

28 (H) That an employee: may accrue and use sick leave; has a right to request and use accrued
paid sick leave; may not be terminated or retaliated against for using or requesting the use of
accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

1 (I) Any other information the Labor Commissioner deems material and necessary.”

2 48. During the statute of limitations period, Defendant failed to comply with California
3 Labor Code § 2810.5 because they did not provide Plaintiff and other aggrieved employees with notice
4 of the requirements set forth above at the time of their hiring.

5 **FIRST CAUSE OF ACTION**

6 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

7 **[Cal. Lab. Code § 2698 *et seq.*]**

8 ***(On Behalf of Plaintiff and Aggrieved Employees against all Defendants)***

9 49. Plaintiff incorporates herein by specific reference, as though fully set forth, the
10 allegations in paragraphs 1 through 48.

11 50. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §
12 2699(c), and a proper representative to bring a civil action on behalf of himself and other aggrieved
13 employees pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff
14 was employed by Defendant and one or more of the alleged California Labor Code violations was
15 committed against Plaintiff during the statute of limitations period.

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

19 52. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
20 penalties from Defendant in a representative action for the violations set forth above, including but not
21 limited to violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 558,
22 1174(d), 1194, 1197, and 1198.

23 53. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties
24 for Defendant’s violations of California Labor Code provisions for which a civil penalty is specifically
25 provided, including but not limited to, the following:

- 26 a. Pursuant to California Labor Code § 210, for violations of California Labor Code §
27 204, Defendant is subject to a civil penalty in the amount of one hundred dollars
28

1 (\$100) for the initial violation for each failure to pay each employee, and two
2 hundred dollars (\$200) per employee for violations in subsequent pay periods.

- 3
4 b. Pursuant to California Labor Code § 226.3, for violations of California Labor
5 Code § 226(a), Defendant is subject to a civil penalty in the amount of two
6 hundred and fifty dollars (\$250) per aggrieved employee for the initial pay period
7 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
8 employee for violations in subsequent pay periods.
- 9 c. Pursuant to California Labor Code § 558(a), “[a]ny employer or other person
10 acting on behalf of an employer who violates, or causes to be violated, a section of
11 this chapter or any provision regulating hours and days of work in any order of the
12 Industrial Welfare Commission,” including California Labor Code §§ 510 and
13 512, shall be subject to a civil penalty, in addition to any other penalty provided by
14 law, of fifty dollars (\$50) for initial violations for each underpaid employee for
15 each pay period for which the employee was underpaid and one hundred dollars
16 (\$100) for each subsequent violation for each underpaid employee for each pay
17 period for which the employee was underpaid. In addition, Plaintiff seeks civil
18 penalties in the amount sufficient to recover unpaid wages owed to aggrieved
19 employees pursuant to California Labor Code § 558(a).
- 20 d. Pursuant to California Labor Code § 1174.5, for violations of California Labor
21 Code § 1174(d), Defendant is subject to a civil penalty of five hundred dollars
22 (\$500).

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

27 55. Plaintiff seeks to recover penalties pursuant to California Labor Code § 2699 for
28 Defendant’s violations of the California Labor Code provisions for which a civil penalty is not

1 specifically provided, including but not limited to, California Labor Code §§201, 202, 203, 226.7 and
2 1198. All penalties sought and recovered under this action will be allocated as follows: 75 percent to
3 the state of California and 25 percent to aggrieved employees.

4 56. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California
5 Labor Code § 2699(g)(1), California Code of Civil Procedure § 1021.5, and any other applicable
6 laws, rules, or doctrines.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays
9 for relief against Defendant as follows:

10 1. For civil penalties according to proof, including but not limited to, the amount of any
11 unpaid wages of Plaintiff and the other aggrieved employees and all penalties authorized by California
12 Labor Code §§210, 226.3, 558, 1174.5, and 2699(a) and (f);

13 2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g),
14 California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for
15 attorneys' fees and costs; and

16 3. For such further relief that the Court may deem just and proper.

17 DATED: July 19, 2023

LAW OFFICE OF SCOTT ERNEST WHEELER

18
19
20 By: _____

Scott E. Wheeler
Justin A. Wheeler

21
22 *Attorneys for Plaintiff and on behalf of all*
23 *other Aggrieved Employees,*
24
25
26
27
28

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

RYAN JACKSON, individually, and on behalf
of all other aggrieved employees,

CASE NO.: **CIV SB 2316631**

vs.

BAILEY FOOD AND BEVERAGE GROUP, LLC, doing business as
THE LIBRARY GENTLEMEN'S CLUB; and DOES 1 through 50,
inclusive,

CERTIFICATE OF ASSIGNMENT

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

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

☒ General☐ Collection

Nature of Action

Ground

- | | |
|---|---|
| ☐ 1. Adoption | 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 | The cause of action arose within the district. |
| ☐ 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-designated district is:

BAILEY FOOD AND BEVERAGE GROUP, LLC

1331 W. Colton Avenue

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

ADDRESS

Redlands

California

92374

CITY

STATE

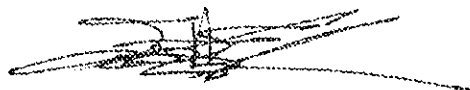
ZIP CODE

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

on

at Claremont

, California.



Signature of Attorney/Party