

SUMMONS (CITACION JUDICIAL)

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

VENTURA SUPERIOR COURT

FILED

08/31/2023

Brenda L. McCormick
Executive Officer and Clerk

Erica Martinez
Erica Martinez

RECEIVED 23 08 31 PM 02:32

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

KNIGHT MANAGEMENT GROUP, INC., a Massachusetts Corporation, and DOES 1 through 10, inclusive.

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

JUAN MANUEL GARCIA, on behalf of the general public and other "aggrieved employees",

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

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

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): Ventura Hall of Justice
800 South Victoria Avenue
Ventura, CA 93009

CASE NUMBER:
(Número del Caso):

2023CUOE013543

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Roman Otkupman & Nidah Farishta; 5743 Corsa Ave, Ste 123, Westlake Village, CA 91362 (818)293-5623

DATE: (Fecha) 08/31/2023 Clerk, by Brenda L. McCormick (Secretario) *Erica Martinez* Erica Martinez, Deputy (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

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

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

BY FAX

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08/31/2023

Brenda L. McCormick
Executive Officer and Clerk

Erica Martinez
Erica Martinez

AUG 31 2023

Roman Otkupman, CSBN 249423

Roman@OLFLA.com

Nidah Farishta, CSBN 312360

Nidah@OLFLA.com

OTKUPMAN LAW FIRM, A LAW CORPORATION

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Westlake Village, CA 91362

Telephone: (818) 293-5623

Facsimile: (888) 850-1310

Attorney for Plaintiff,

Juan Manuel Garcia, on behalf of the general public and other "aggrieved employees"

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

JUAN MANUEL GARCIA, on behalf of the
general public and other "aggrieved
employees",

Plaintiff,

vs.

KNIGHT MANAGEMENT GROUP, INC., a
Massachusetts Corporation, and DOES 1
through 10, inclusive.

Defendants.

CASE NO. 2023CUOE013543

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. **PENALTIES PURSUANT TO
LABOR CODE SECTION 2699(f)
FOR VIOLATIONS OF LABOR
CODE §§ 226.7, 512, 558, 510, 1194,
1194.2, 226(a),(e) 1174(d), 201-203,
204(a)(b), 2802, 210, 218, 6400,
6401, 6403, 6404, 6407, 8 CCR 3202,**

DEMAND FOR JURY TRIAL

Plaintiff Juan Manuel Garcia ("Plaintiff"), on behalf of the general public and other
"aggrieved employees" complains of Defendants as follows:

I. INTRODUCTION

1. This is a Representation Action, pursuant to Labor Code § 2698, 2699 et seq., on
behalf of Plaintiff and certain individuals who are employed by, or were formerly employed by
Knight Management Group, Inc. and any subsidiaries or affiliated companies (hereinafter
collectively referred to as "Defendants") within California.

2. For at least one (1) year prior to the filing of this action and continuing to the present
(the "liability period"), Plaintiff and Defendant's California employees were routinely unable, and
not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-
minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California
employees were forced to continue working through their meal and rest breaks in order to assist

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1 Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to
2 take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one
3 hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees
4 who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558,
and IWC Order No. 5-2001, Section 12.

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

12 4. Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any agreement
13 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
14 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
15 balance of the full amount of this minimum wage or overtime compensation, including interest
16 thereon, reasonable attorney's fees, and costs of suit. Plaintiff and Defendant's California employees
17 claim that Defendant engaged in "illegal time shaving." This essentially means that the Defendant
18 underpaid Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section
1194(a).

19 5. Defendants failed to issue Plaintiff and Defendant's California employees accurately
20 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
21 employees with all wages due, as detailed above, their wage statements failed to accurately state all
22 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
23 Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable
24 hourly rates during the pay period and the corresponding number of hours worked, in violation of
25 Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. Since the
26 wage statements provided to Plaintiff failed to accurately reflect the total number of Plaintiff's
27 worked hours, due to the illegal shaving. These violations also violate Labor Code §§ 226(e) and
28 226.3 with respect to Plaintiff and Defendants' California employees.

1 6. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
2 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
3 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
4 Defendant's California employees, and the records maintained by Defendants, have not accurately
5 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
premiums, and total hour worked.

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

11 8. Defendant pays Plaintiff and its California employees on a bi-weekly basis and has
12 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
13 be paid no later than seven calendar days following the close of the payroll period. Due to the
14 violations described above, Plaintiff and Defendant's California employees did not receive all of
15 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

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

25 10. Defendants failed to continue to take precautions to ensure employee safety after the
26 onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome
27 coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant's California employees, directly after the
28

1 onset of COVID, were required to partake in mandatory temperature and health checks, but these
2 activities were not enforced or practiced quickly after the onset of COVID and when COVID was
3 still a health risk to the employees. Plaintiff and Defendant's California employees were also
4 required to provide their own masks at the workplace. As a result of these practices, Defendants have
5 violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe
6 and healthful environment for their Employees, as outlines above. Defendants are liable for civil
penalties pursuant to Cal. Labor Code § 2699 *et seq.*

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

12 12. Plaintiff, on behalf of the general public and other "aggrieved employees" brings this
13 action pursuant to Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a)(e), 1174(d), 201-203,
14 204(a)(b), 2802, 210, 218, 222, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202, and 17200.

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

17 II. PARTIES

18 A. PLAINTIFF

19 14. Plaintiff JUAN MANUEL GARCIA is a resident of Oxnard, California. At all times
20 relevant herein, he was employed by Defendants in Ventura County, California. Plaintiff was
21 employed by Defendants as a non-exempt, hourly employee in California, including in and around
the city of Oxnard, County of Ventura. During Plaintiff's employment:

22 A. Plaintiff did not receive final wages at the time of his termination.

23 B. Plaintiff was required to work without meal and rest periods, nor compensation in lieu
24 thereof, as required by the Labor Code and relevant Wage Orders.

25 C. Plaintiff was required to work either in excess of eight hours per workday or in excess of
26 forty hours per workweek without receiving compensation at a rate of one and one half
27 the regular rate of pay.

1 D. Plaintiff was forced to receive inaccurately itemized and deficient wage statements, in
2 violation of Labor Code § 226(a).

3 E. Plaintiff did not receive his compensation in accordance with Labor Code § 204 in that
4 Defendants failed to issues wages to its employees within seven (7) calendar days after
the pay period ended.

5 F. Plaintiff was not paid in a timely manner pertaining to the waiting time penalties in
6 accordance with Labor Code §§ 201-203.

7 G. Defendant also failed to reimburse Plaintiff and Defendant's California employees for
8 reasonable and necessary expenses in the course of their job duties, in violation of Labor
Code § 2802.

9 **B. DEFENDANTS**

10 15. Defendant Knight Management Group, Inc., is a California Corporation doing
11 business in Oxnard, California. It operates within the State of California. Defendant employed
12 Plaintiff and similarly situated employees within California. The violations alleged herein arose in
13 Oxnard, California.

14 16. As used herein, the term "AGGRIEVED EMPLOYEES," and "DEFENDANTS'
15 CALIFORNIA EMPLOYEES," shall mean Defendant Knight Management Group, Inc.'s non-
exempt employees.

16 17. The true names and capacities, whether individual, corporate, associate, or otherwise,
17 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
18 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
19 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
20 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
21 seek leave of court to amend this Complaint to reflect the true names and capacities of the
Defendants designated hereinafter as DOES when such identities become known.

22 18. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
23 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
24 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
25 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
26 employer and/or joint employer of Plaintiff and all other aggrieved employees.

27 **FACTUAL ALLEGATIONS**

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

9 20. Plaintiff, on behalf of the general public and "other aggrieved" employees claims
10 that Defendant has failed to pay all overtime wages due to non-exempt employees. Defendant pays
11 their employees bonuses and commissions which are not included in the employees regular rate of
12 pay for the purposes of computing the proper overtime rate. As a result, employees are not properly
13 compensated for work performed in excess of eight (8) hours in a workday and work performed in
14 excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular
15 rate of pay. These failures to pay all overtime wages constitute violations of Labor Code §§ 510,
1194, and 1194.2.

16 21. Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any agreement
17 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
18 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
19 balance of the full amount of this minimum wage or overtime compensation, including interest
20 thereon, reasonable attorney's fees, and costs of suit. Plaintiff and Defendant's California employees
21 claim that Defendant engaged in "illegal time shaving." This essentially means that the Defendant
underpaid Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section
1194(a).

22 22. Defendants failed to issue Plaintiff and Defendant's California employees accurately
23 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
24 employees with all wages due, as detailed above, their wage statements failed to accurately state all
25 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
26 Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable
27 hourly rates during the pay period and the corresponding number of hours worked, in violation of

1 Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. Since the
2 wage statements provided to Plaintiff failed to accurately reflect the total number of Plaintiff's
3 worked hours, due to the illegal shaving. These violations also violate Labor Code §§ 226(e) and
4 226.3 with respect to Plaintiff and Defendants' California employees.

5 23. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
6 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
7 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
8 Defendant's California employees, and the records maintained by Defendants, have not accurately
9 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
10 premiums, and total hour worked.

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

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

22 26. Defendant failed to reimburse Plaintiff and Defendant's California employees for the
23 equipment they purchased to perform work for Defendant such as face masks and protective gear.
24 Defendant failed to reimburse Plaintiff and Defendant's California employees for uniform
25 maintenance. Moreover, Defendant also failed to reimburse Plaintiff and Defendant's California
26 employees for the mileage they incurred performing certain tasks or running errands on behalf of
27 Defendant. Defendant further failed to reimburse its California employees for using their personal
28 cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall
indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's

1 California employees have incurred reasonable and necessary expenses in the course of their job
2 duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

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

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

16 CAUSES OF ACTION

17 FIRST CAUSE OF ACTION

18 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR** 19 **CODE §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 1174(d), 201-203, 204(a)(b), 2802, 210,** 20 **218, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202**

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

22 30. As a result of the acts alleged herein, Plaintiff seeks penalties under Labor Code §
23 2698 *et seq.* because of Defendants’ violations of Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2,
24 226(a), (e), 201-203, 204(a)(b), 1174(d), 2802, 210, 218, 6400, 6401, 6403, 6404, 6407, 8 CCR
25 3202.

26 31. For each such violation, Plaintiff and all aggrieved employees are entitled to penalties
27 in an amount to be shown at the time of trial subject to the following formula:

1 a. With respect to the violation of Labor Code § 2699(f) for violations of
2 Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 1174(d),
3 201-203, 204(a)(b), 2802, 210, 218, 222, 6400, 6401, 6403, 6404, 6407,
4 8 CCR 3202, 17200 \$100 for the initial violation per employee per pay
5 period and \$200 for each subsequent violation per employee per pay
6 period.

7 32. These penalties will be allocated 75% to the Labor Workforce Development Agency,
8 and 25% to the affected employees.

9 33. On June 26, 2023, Plaintiff sent a letter, by certified mail, return receipt requested, to
10 the LWDA and Defendants setting forth the facts and theories of the violations alleged against
11 Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit “A”**). Pursuant to Labor Code §
12 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar
13 days of June 26, 2023. Plaintiff may therefore commence this action to seek penalties pursuant to
14 Labor Code § 2698 *et seq.*

15 34. Wherefore, Plaintiff and the aggrieved employees he seeks to represent request relief
16 as described herein.

17 **ALLEGATIONS AS TO FAILURE TO PROVIDE MEAL AND REST PERIODS OR**
18 **COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, 512, 558)**

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

21 36. Plaintiff and all other aggrieved employees are entitled to one hour of pay for each
22 day that Defendants failed to properly provide one or more meal or rest periods as set forth in the
23 IWC Wage Orders and Labor Code §§ 226.7, 512, and 558.

24 37. Defendants have failed to provide Plaintiff and all other aggrieved employees one or
25 more meal or rest periods during their employment. Defendants have failed to compensate Plaintiff
26 and all other aggrieved employees at the rate of one hour or pay at his or her regular rate of pay for
27 each day on which one or more meal or rest periods were not provided.

28 38. Plaintiff and Defendant’s California employees were routinely unable, and not
authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-
minute meal break for every shift they worked. Specifically, Plaintiff and all other aggrieved
employees were further forced to continue working through their meal and rest breaks in order to

1 assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were
2 unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium
3 wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California
4 employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512,
and 558, and IWC Order No. 5-2001, Section 12.

5 39. Pursuant to Labor Code §§ 226.7 and 512, Plaintiff seeks the payment of all meal and
6 rest period compensations, which he was owed since he commenced working for Defendants,
7 according to proof.

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

10 **ALLEGATIONS AS TO FAILURE TO PAY ALL WAGES**
11 **IN VIOLATION OF (LABOR CODE §§ 510, 1194, 1194.2)**

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

13 42. Plaintiff, on behalf of the general public and "other aggrieved" employees of
14 Defendant claims that Defendant has failed to pay all overtime wages due to non-exempt employees.
15 Defendant pays their employees bonuses and commissions which are not included in the employees
16 regular rate of pay for the purposes of computing the proper overtime rate. As a result, employees
17 are not properly compensated for work performed in excess of eight (8) hours in a workday and
18 work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-
19 half times the regular rate of pay. These failures to pay all overtime wages constitute violations of
Labor Code §§ 510, 1194, and 1194.2.

20 43. Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any agreement
21 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
22 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
23 balance of the full amount of this minimum wage or overtime compensation, including interest
24 thereon, reasonable attorney's fees, and costs of suit. Plaintiff and Defendant's California employees
25 claim that Defendant engaged in "illegal time shaving." This essentially means that the Defendant
26 underpaid Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section
1194(a).

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

1 Plaintiff and Defendant's California employees have been deprived of wages in amounts to be
2 determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon,
3 attorneys' fees, and costs pursuant to Labor Code § 1194 and liquidated damages pursuant to Labor
4 Code § 1194.2.

5 **ALLEGATIONS AS TO KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH**
6 **ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS**
7 **(LABOR CODE § 226(a), (e), 1174(d))**

8 45. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
9 forth herein.

10 46. Section 226(a) of the California Labor Code requires Defendants to provide wage
11 statements to employees. In those wage statements, Defendants must accurately set forth, among
12 other things, the total gross and net wages earned, the total hours worked, and the hourly rates in
13 effect, for its employees. Defendants have knowingly and intentionally failed to comply with Labor
14 Code § 226(a).

15 47. Defendants failed to issue Plaintiff and Defendant's California employees accurately
16 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
17 employees with all wages due, as detailed above, their wage statements failed to accurately state all
18 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
19 Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable
20 hourly rates during the pay period and the corresponding number of hours worked, in violation of
21 Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. Since the
22 wage statements provided to Plaintiff failed to accurately reflect the total number of Plaintiff's
23 worked hours, due to the illegal shaving. These violations also violate Labor Code §§ 226(e) and
24 226.3 with respect to Plaintiff and Defendants' California employees.

25 48. Defendants knowingly and intentionally failed to provide timely, accurate, itemized
26 wage statements to Plaintiff and Defendant's California employees in accordance with Labor Code §
27 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
28 Defendant's California employees and the records maintained by Defendants, have not accurately
reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
premiums, and total hour worked.

49. The wage statements provided to Plaintiff and all other aggrieved employees fail to

1 accurately itemize in wage statements total gross and net wages earned, and the total hours worked,
2 and all hourly rates in effect, for its employees. Defendants' violations of Labor Code § 226(a) are
3 knowing and intentional, and Plaintiff has suffered injury as a result of the receipt of defective wage
statements, thereby entitling him to penalties pursuant to Labor Code § 226(e).

4 **ALLEGATIONS AS TO FAILURE TO PAY WAGES DUE AT THE TIME OF**
5 **DISCHARGE IN VIOLATION OF LABOR CODE §§ 201-202, RESULTING IN**
6 **SECTION 203 WAGES AND PENALTIES (WAITING TIME PENALTIES)**

7 50. Plaintiff hereby incorporates all preceding paragraphs of this Complaint as
8 though fully set forth herein.

9 51. At all times material herein, the California Labor Code Sections 201, 202, and
203 were in effect and binding on Defendants.

10 52. California Labor Code § 202 requires employers to pay employees all wages due
11 within seventy-two (72) hours of resignation. California Labor Code § 201 states in pertinent
12 part that "if an employer discharges an employee, the wages earned and unpaid at the time of
13 discharge are due and payable immediately." California Labor Code § 203 provides that if an
14 employer willfully fails to timely pay such wages the employer must, as penalty, continue to
15 pay the subject employee's wages until the back wages are paid in full or an action is
commenced. The penalty cannot exceed 30 days of wages.

16 53. Plaintiff was entitled to compensation for unpaid wages, but to date has not
17 received such compensation. Specifically, Defendants failed to pay Plaintiff all wages due to
18 Plaintiff at the time of his termination. Thus, since Defendants failed to promptly pay Plaintiff
19 all wages due to Plaintiff at the time of his termination, Defendants violated Section 201 of the
20 Labor Code and Plaintiff is therefore entitled to wages and penalties pursuant to Labor Code
Section 203.

21 54. More than 30 days have passed since Plaintiff's employment ended with
22 Defendants.

23 55. As a consequence of Defendants' willful conduct in not paying wages owed to
24 Plaintiff, Plaintiff is entitled to 30 days of wages as a penalty pursuant to Labor Code § 203 for
25 Defendants' failure to timely pay legal wages.

26 ///

27 ///

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

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

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

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

59. Defendants pay Plaintiff and its California employees on a bi-weekly basis and have failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendants' California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

60. Additionally, Defendant failed to pay Plaintiff and Defendant's California Employees earned wages when they became due, failed to pay wages on a bi-weekly basis, and have failed to comply with Labor Code § 204(a) which provides that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California Employees did not receive all of their wages earned when due and in a timely manner as required by Labor Code § 204.

61. Defendants have failed to comply with the above-section because they waited longer than seven days from the close of the pay period to pay its bi-weekly paid employees.

**ALLEGATIONS AS TO FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN
VIOLATION OF CALIFORNIA LABOR CODE § 2802**

62. Plaintiff hereby incorporates preceding paragraphs of this Complaint as though fully set forth herein.

63. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her

1 employee for all necessary expenditures or losses incurred by the employee in direct
2 consequence of the discharge of his or her duties.”

3 64. Defendant failed to reimburse Plaintiff and Defendant’s California employees
4 for the equipment they purchased to perform work for Defendant such as face masks and
5 protective gear. Defendant failed to reimburse Plaintiff and Defendant’s California employees
6 for uniform maintenance. Moreover, Defendant also failed to reimburse Plaintiff and
7 Defendant’s California employees for the mileage they incurred performing certain tasks or
8 running errands on behalf of Defendant. Defendant further failed to reimburse its California
9 employees for using their personal cell phones for the benefit of Defendant. Labor Code section
10 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary
11 expenditures or losses incurred by the employee in direct consequence of the discharge of his
12 or her duties.” As such, Plaintiff and Defendant’s California employees have incurred
13 reasonable and necessary expenses in the course of their job duties, which were not reimbursed
14 by Defendant, in violation of Labor Code § 2802.

15 65. As such, Plaintiff and Defendant’s California employees have incurred
16 reasonable and necessary expenses in the course of their job duties, which were not reimbursed
17 by Defendant, in violation of Labor Code § 2802.

18 66. Plaintiff is entitled to reimbursement for these necessary expenditures, plus
19 interest and attorneys’ fees and cost, under Labor Code § 2802.

20 67. Plaintiff also requests relief as described below.

21 **ALLEGATIONS AS TO FAILURE TO PAY FOR ALL HOURS WORKED,**
22 **INCLUDING OVERTIME HOURS WORKED IN VIOLATION OF**
23 **(LABOR CODES §§ 210, 218)**

24 68. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
25 forth herein.

26 69. Section 2(K) or Wage Order 5 defines “hours worked” as “the rime during which an
27 employee is subject to the control of an employer, and including all the time the employee is
28 suffered or permitted to work, whether or not required to do so.” Labor Code §§ 1194 and 1197
required employers to compensate Plaintiff for all hours worked at least at a minimum wage ad
established by the Wage Order. Defendants did not pay for all hours worked and frequently required
Plaintiff to work off the clock. Defendants have been engaged in many unlawful employment

practices which resulted in underpayment for hours worked each pay period as more set forth below:

70. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay Plaintiff all wages earned twice during each calendar month pursuant to Labor Code § 204(a). Defendants failed to pay all wages earned to Plaintiff as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff was underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

ALLEGATIONS AS TO FAILURE TO PROVIDE PLACE OF EMPLOYMENT

THAT IS SAFE AND HEALTHFUL IN VIOLATION OF

(LABOR CODE §§ 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202)

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

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

73. Pursuant to Cal. Labor Code § 6402, no employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful. Cal. Labor Code § 6403 states that no employer shall fail or neglect to provide and use safety devices and safeguard reasonably adequate to render the employment and place of employment safe, or adopt and use methods and processes reasonably necessary to protect the life, safety, and health of Plaintiff and Defendant’s California employees.

74. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any place of employment that is not safe and healthful. Cal. Labor Code § 6407 provides that every employer and every employee shall comply with occupational safety and health standards, with Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant to this division which are applicable to his own actions and conduct. Defendants failed to continue to take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1). “COVID-19” means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff,

1 directly after the onset of COVID, were required to partake in mandatory temperature and health
2 checks, but these activities were not enforced or practiced quickly after the onset of COVID and
3 when COVID was still a health risk to Plaintiff and Defendant's California employees. Plaintiff and
4 Defendant's California employees was also required to provide their own masks at the workplace.

5 75. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400,
6 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for
7 Plaintiff, as outlines above.

8 **RELIEF REQUESTED**

9 WHEREFORE, Plaintiff prays for the following relief:

10 1. For penalties pursuant to Labor Code § 203 for Plaintiff and all other aggrieved
11 employees who are no longer employed by Defendants, equal to their daily wage multiplied by thirty
12 (30) days;

13 2. For penalties pursuant to Labor Code § 226(e) for Plaintiff and all other aggrieved
14 employees;

15 3. For penalties pursuant to Labor Code § 226.7 for Plaintiff and all other aggrieved
16 employees;

17 4. For penalties pursuant to Labor Code § 1194.2 for Plaintiff and all other aggrieved
18 employees;

19 5. For penalties pursuant to Labor Code § 204(b) for Plaintiff and all other aggrieved
20 employees;

21 6. For penalties pursuant to Labor Code § 2802 for Plaintiff and all other aggrieved
22 employees;

23 7. For penalties pursuant to Labor Code § 1174(d) for Plaintiff and all other aggrieved
24 employees;

25 8. For penalties pursuant to Labor Code § 210 for Plaintiff and all other aggrieved
26 employees;

27 9. For penalties pursuant to Labor Code § 6400 for Plaintiff and all other aggrieved
28 employees;

10. For penalties and other relief pursuant to Labor Code § 2698 et seq. for Plaintiff and
all other aggrieved employees;

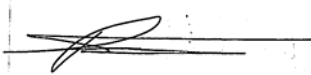
11. An award providing for payment of costs of suit pursuant to Labor Code §

1 2699(g)(1);

- 2 12. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1);
- 3 13. An award of prejudgment and post-judgment interest;
- 4 14. An award providing for payment of costs of suit; and
- 5 15. Such other and further relief as this Court may deem just and proper.

6 Dated: August 30, 2023

OTKUPMAN LAW FIRM,
A Law Corporation

8
9 By: 

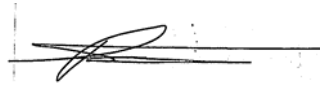
10 ROMAN OTKUPMAN
11 Attorneys for Plaintiff

12 **DEMAND FOR JURY TRIAL**

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

14 Dated: August 30, 2023

OTKUPMAN LAW FIRM,
A Law Corporation

16
17 By: 

18 ROMAN OTKUPMAN
19 Attorneys for Plaintiff

EXHIBIT A

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Tel.: 818-293-5623
Fax: 888-850-1310

June 26, 2023

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

Knight Management Group, Inc.
30 Braintree Hill Office Park, Suite 203
Braintree, MA 02184
Defendant certified mail # 7022 2410 0000 6080 8385

VIA CERTIFIED MAIL

Agent for Service of Process
Cynthia Stopani
1351 N. Hacienda Blvd.
La Puente, CA 91744
Agent certified mail # 7022 3330 0001 1014 1280

VIA CERTIFIED MAIL

Labornow, Inc.
535 A. A Street
Oxnard, CA 93030
Defendant certified mail # 7022 3330 0001 1012 3064

VIA CERTIFIED MAIL

Labornow, Inc.
30 Braintree Hill Park Ste 203
Braintree, MA 02184
Defendant certified mail # 7022 3330 0001 1013 0000

VIA CERTIFIED MAIL

Boskovich Farms, Inc.
600 Richmond Ave
Oxnard, CA 93033
Defendant certified mail # 7022 3330 0001 1012 4870

Labor & Workforce Development Agency

Knight Management Group, Inc.

Labornow, Inc.

Boskovich Farms, Inc.

June 26, 2023

Page 2

Re: ***Juan Manuel Garcia v. Knight Management Group, Inc. Labornow, Inc., Boskovich Farms, Inc. – Labor Code Violations of Knight Management Group, Inc., Labornow, Inc., Boskovich Farms, Inc. – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Juan Manuel Garcia (“Plaintiff”), a former California employee of Knight Management Group, Inc., Labornow, Inc., Boskovich Farms, Inc. (“Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California non-exempt employees.

Plaintiff began working for Defendants on or about February 14, 2022. While working for Defendant as an Onsite Supervisor, Plaintiff was earning (\$24.00) dollars per hour.

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

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

Additionally, Labor Code Section 1194(a) states: “[n]otwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon,

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Knight Management Group, Inc.

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reasonable attorney's fees, and costs of suit. Plaintiff and Defendant's California employees claim that Defendant engaged in "illegal time shaving." This essentially means that the Defendant underpaid Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section 1194(a).

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

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

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

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

Defendant failed to reimburse Plaintiff and Defendant's California employees for the equipment they purchased to perform work for Defendant such as face masks and protective gear. Defendant failed to reimburse Plaintiff and Defendant's California employees for uniform maintenance. Moreover, Defendant also failed to reimburse Plaintiff and Defendant's California employees for the mileage they incurred performing certain tasks or running errands on behalf of Defendant.

Labor & Workforce Development Agency
Knight Management Group, Inc.
Labornow, Inc.
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June 26, 2023
Page 4

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

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

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

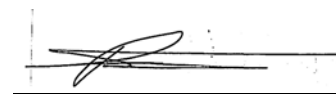
Plaintiff and all other aggrieved employees bring this claim pursuant to *Business & Professions Code* § 17200, *et seq.* The conduct of all Defendants as alleged above has been and continues to be unfair, unlawful, and harmful to Plaintiff and Defendant’s California employees.

We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in black ink, appearing to read "Roman Otkupman", is written over a horizontal line.

ROMAN OTKUPMAN

BY FAX

ORIGINAL

CM-010

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Roman Otkupman, Esq. Bar No. 249 Otkupman Law Firm, ALC 5743 Corsa Ave, Suite 123 Westlake Village, CA 91362

number, and address): Vidah Farishta, Esq. Bar No. 312360

TELEPHONE NO.: (818) 293-5623

FAX NO.: (888) 850-1310

ATTORNEY FOR (Name): Plaintiff Juan Manuel Garcia

VENTURA SUPERIOR COURT

FILED

08/31/2023

Brenda L. McCormick
Executive Officer and Clerk

Erica Martinez

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Ventura

STREET ADDRESS: 800 South Victoria Avenue

MAILING ADDRESS:

CITY AND ZIP CODE: Ventura, CA 93009

BRANCH NAME: Ventura Hall of Justice

CASE NAME:

Juan Manuel Garcia v. Knight Management Group, Inc.

CIVIL CASE COVER SHEET

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

Complex Case Designation

☐ Counter ☐ Joinder

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

CASE NUMBER:

2023CUOE013543

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): One (1)

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: August 30, 2023

Roman Otkupman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

RECD VSC 230831 PM1232
PDF FILING

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF VENTURA**

800 South Victoria Avenue
Ventura, CA 93009
(805) 289-8525
www.ventura.courts.ca.gov

NOTICE OF CASE ASSIGNMENT AND MANDATORY APPEARANCE

Your case has been assigned for all purposes to the judicial officer indicated below.

A copy of this Notice of Case Assignment and Mandatory Appearance shall be served by the filing party on all named Defendants/Respondents with the Complaint or Petition, and with any Cross-Complaint or Complaint in Intervention that names a new party to the underlying action.

Case Number: 2023CUOE013543		Location: Hall of Justice
Assigned Judicial Officer: Matthew P. Guasco		Department: 20
Hearing: MANDATORY APPEARANCE CMC/Order to Show Cause Re Sanctions/Dismissal for Failure to File Proof of Service/Default		
Event Date: 06/03/2024	Event Time: 8:15 AM	Event Department: 22B

Scheduling Information

Judicial Scheduling Information: The above hearing is MANDATORY. Each party must file a Case Management Statement no later than 15 calendar days prior to the hearing and serve it on all parties. If your Case Management Statement is untimely, it may NOT be considered by the court (CRC 3.725). If proof of service and/or request for entry of default have not been filed: At the above hearing you are ordered to show cause why you should not be compelled to pay sanctions and/or why your case should not be dismissed (CCP 177.5, Local Rule 3.17).

Advanced Jury Fee Requirement: At least one party demanding a jury trial on each side of a civil case must pay a non-refundable jury fee of \$150. The non-refundable jury fee must be paid timely pursuant to Code of Civil Procedure section 631.

Noticed Motions/Ex Parte Matters: To set an ex parte hearing, contact the judicial secretary in the assigned department. Contact the clerk's office to reserve a date for a law and motion matter.

Telephonic Appearance: Telephonic appearance at the Case Management Conference is permitted pursuant to CRC 3.670. In addition, see Local Rule 7.01 regarding notice to the teleconference provider. The court, through the teleconference provider, will contact all parties and counsel prior to the hearing.

Clerk of the Court,

Date: 09/05/2023


Erica Martinez