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RETURN TO

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Stephany S. | ESPERANZA URIBE V. GHO

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8/11/23

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BOL#PDF TO RIV

Blackstone Law APC

8383 Wilshire Blvd.

BEVERLY HILLS CA 90211

310 622-4278 Zns: 20/4

Ricardo Alvarez Rm:Suite 745

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8/11/23

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SBSC-SAN BERNARDINO SUPERIOR COURT

247 W 3RD ST

SAN BERNARDINO CA 92401

Zns:424/70

8/11/23

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To:16:18

8/11/23 14:18

Yes

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8/11/23 14:21:40 189 Esperanza Uribe v. Ghossain & Truelock Enterprises

8/11/23 14:21:41 189 SUMMONS, COMPLAIT, CERT, CCCC

CIV SB 2319033

EXPRESS

#186904
435.00

18



**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO**

San Bernardino District
247 West 3rd St
San Bernardino CA 92415
www.sb-court.org
909-708-8678

URIBE -v- GHOSSAIN & TRUELOCK ENTERPRISES, INC et al

NOTICE OF TRIAL SETTING CONFERENCE and NOTICE OF CASE ASSIGNMENT

Case Number

CIVSB2319033

Blackstone Law, APC
8383 Wilshire Blvd
Suite 745
Beverly Hills CA 90211

This case has been assigned to: Donald Alvarez in Department S23 - SBJC for all purposes.

Notice is hereby given that the above-entitled case has been set for Trial Setting Conference on:

Hearing Date: 02/14/2024 at 8:30 AM in Department S23 - SBJC

Date: 8/14/2023

By: Mirna Moreno
Mirna Moreno, Deputy Clerk

CERTIFICATE OF SERVICE

I am a Deputy Clerk of the Superior Court for the County of San Bernardino at the above-listed address. I am not a party to this action and on the date and place shown below, I served a copy of the above-listed notice by:

- ☐ Enclosed in a sealed envelope mailed to the interested party addressed above for collection and mailing this date, following standard Court practices.
- ☐ Enclosed in a sealed envelope, first class postage prepaid in the U.S. mail at the location shown above, mailed to the interested party and addressed as shown above or as shown on the attached listing.
- ☒ A copy of this notice was given to the filing party at the counter.
- ☐ A copy of this notice was placed in the bin located at this office and identified as the location for the above law firm's collection of file-stamped documents.

Date of Mailing: 8/14/2023

I declare under penalty of perjury that the forgoing is true and correct. Executed on 8/14/2023 at San Bernardino, CA.

By: Mirna Moreno
Mirna Moreno, Deputy Clerk

COPY

SUM-100

SUMMONS
(CITACION JUDICIAL)

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

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

AUG 14 2023

BY Mirna Moreno
Mirna Moreno

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

GHOSSAIN & TRUELOCK ENTERPRISES, INC. DBA CUSTOM SERVICE SYSTEMS, a California corporation; and DOES 1 through 25, inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

ESPERANZA URIBE, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act

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): San Bernardino District - Civil Division

247 West Third Street, San Bernardino, CA 92415

CASE NUMBER:
(Número del Caso):

CIV SB 2319033

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):

Jonathan M. Genish, Blackstone Law, APC, 8383 Wilshire Blvd., Suite 745, Beverly Hills, CA 90211; (310) 622-4278

DATE:

(Fecha)

08/14/2023

Clerk, by

(Secretario)

Mirna Moreno

Deputy

(Adjunto)

Mirna Moreno

(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]

COPY

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):

COPY

Jonathan M. Genish (State Bar No. 259031)

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BLACKSTONE LAW, APC

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

Telephone: (310) 622-4278

Attorneys for Plaintiff

ESPERANZA URIBE

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

AUG 14 2023

BY

Mirna Moreno
Mirna Moreno
DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ESPERANZA URIBE, individually, and on
behalf of Aggrieved Employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

GHOSSAIN & TRUELOCK ENTERPRISES,
INC. DBA CUSTOM SERVICE SYSTEMS, a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No.

CIV SB 23 19033

**COMPLAINT FOR ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

COMES NOW, Plaintiff ESPERANZA URIBE (“Plaintiff”), individually, and on behalf of other Aggrieved Employees pursuant to the California Labor Code Private Attorneys General Act, and alleges as follow:

INTRODUCTION

1. This is an enforcement action under the California Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the period from June 6, 2022 to final judgment (“Aggrieved Employees”).

2. Plaintiff alleges that throughout the time period involved in this case, Defendants hired Plaintiff and Aggrieved Employees but failed to properly pay them all wages owed for all time worked (including minimum wages, straight time wages, and overtime wages), failed to provide them with all meal periods and rest periods and associated premium wages to which they were entitled, failed to timely pay them all wages during their employment, failed to timely pay them all wages due upon termination of their employment, failed to provide them with accurate itemized wage statements, failed to maintain accurate payroll records, and failed to reimburse them for necessary business expenses.

3. As a result, Defendants violated California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission (“IWC”) Wage Orders. Through this action, Plaintiff seeks to recover all available remedies under PAGA, including, but not limited to, civil penalties and attorney’s fees and costs.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of

1 jurisdiction over them by the California courts consistent with traditional notions of fair play and
2 substantial justice. Further, no federal question is at issue because the claims asserted herein are based
3 solely on California law.

4 6. Venue is proper in this Court because, upon information and belief, Defendants
5 maintain offices, have agents, employ individuals, and/or transact business in the State of California,
6 County of San Bernardino. The majority of the acts, events, and violations alleged herein relating to
7 Plaintiff occurred in the State of California, County of San Bernardino.

8 **THE PARTIES**

9 7. At all times herein mentioned, Plaintiff ESPERANZA URIBE was and is a resident of
10 San Bernardino County in the State of California.

11 8. At all times herein mentioned, Defendant GHOSSAIN & TRUELOCK
12 ENTERPRISES, INC. DBA CUSTOM SERVICE SYSTEMS, was and is, upon information and
13 belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees
14 are engaged throughout San Bernardino County and the State of California.

15 9. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
16 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and
17 serve such fictitiously named Defendants once their names and capacities become known.

18 10. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
19 omissions alleged herein were performed by, or are attributable to, GHOSSAIN & TRUELOCK
20 ENTERPRISES, INC. DBA CUSTOM SERVICE SYSTEMS and/or DOES 1 through 25
21 (collectively "Defendants"), each acting as the agent, employee, alter ego, and/or joint venturer of, or
22 working in concert with, each of the other co-Defendants and within the course and scope of such
23 agency, employment, joint venture, or concerted activity with legal authority to act on the others'
24 behalf. The acts of any and all Defendants represent and were in accordance with Defendants' official
25 policy.

26 11. At all relevant times, Defendants were the employers of Plaintiff within the meaning
27 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
28 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make

1 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

2 12. Defendants had the authority to hire and terminate Plaintiff and the Aggrieved
3 Employees, to set work rules and conditions governing their employment, and to supervise their
4 daily employment activities.

5 13. Defendants exercised sufficient authority over the terms and conditions of Plaintiff
6 and the Aggrieved Employees' employment for them to be their joint employers.

7 14. Defendants directly hired and paid wages and benefits to Plaintiff and the Aggrieved
8 Employees.

9 15. Defendants continue to employ hourly paid and/or non-exempt employees within the
10 State of California.

11 16. At all relevant times, Defendants, and each of them, ratified each and every act or
12 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted
13 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
14 alleged.

15 17. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
16 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
17 occurrences, and transactions alleged herein.

18 **GENERAL ALLEGATIONS**

19 18. Defendants, jointly and severally, employed Plaintiff ESPERANZA URIBE from
20 approximately October 2014 to September 2022 as a non-exempt, hourly-paid employee. During her
21 employment with Defendants, Plaintiff was employed as a Janitorial Worker at Staples, located at 450
22 S. Cactus Ave., Rialto, CA 92376.

23 19. Defendants hired Plaintiff and the Aggrieved Employees but failed to properly pay
24 them all overtime wages and minimum wages for all hours worked, failed to provide all meal and rest
25 breaks to which they were entitled, failed to timely pay all wages upon termination of employment,
26 failed to provide accurate wage statements, failed to reimburse necessary business-related expenses,
27 and failed to adhere to other related protections afforded by the California Labor Code and applicable
28 Industrial Welfare Commission Wage Order.

1 20. Plaintiff and the Aggrieved Employees worked over eight (8) hours in a day, and/or
2 forty (40) hours in a week during their employment with Defendants.

3 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
4 should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable
5 IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive certain wages for
6 overtime compensation and that they were not receiving certain wages for overtime compensation.

7 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
8 should have known that pursuant to California Labor Code sections 1194, 1197, 1197.1, and the
9 applicable IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive at least
10 minimum wages for all hours worked and that they were not receiving minimum wages for all hours
11 worked.

12 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 implemented time rounding practices that at times resulted in the underpayment of wages to Plaintiff
14 and the Aggrieved Employees, including minimum and overtime wages. Defendants employed a time
15 rounding policy that was not neutral and designed to round time in Defendants' favor, ensuring that
16 Plaintiff and the Aggrieved Employees were at times not paid for all time worked.

17 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
18 should have known that pursuant to California Labor Code sections 226.7, 512, and the applicable
19 IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive a meal period or
20 payment of one (1) additional hour of pay at their regular rate of compensation when they were not
21 provided with an uninterrupted meal period of no less than thirty (30) minutes for a work period of
22 more than five hours per day and that Plaintiff and the Aggrieved Employees were entitled to receive
23 a second meal period or payment of one (1) additional hour of pay at their regular rate of compensation
24 when they were not provided with an uninterrupted second meal period of no less than thirty (30)
25 minutes for a work period of more than ten (10) hours per day. However, Plaintiff and the Aggrieved
26 Employees did not receive all meal periods or payment of one (1) additional hour of pay at their regular
27 rate of compensation when a meal period was missed, shortened, taken late, and/or interrupted.

28 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or

1 should have known that pursuant to California Labor Code section 226.7 and the applicable IWC
2 Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive all rest periods or
3 payment of one (1) additional hour of pay at their regular rate of compensation when they were not
4 provided with an uninterrupted rest period of no less than ten (10) minutes for every four hours, or
5 major fraction thereof, worked. However, Plaintiff and the Aggrieved Employees did not receive all
6 rest periods or payment of one (1) additional hour of pay at their regular rate of compensation when a
7 rest period was missed, shortened, taken late, and/or interrupted.

8 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
9 or should have known that they were required to provide Plaintiff and the Aggrieved Employees
10 with complete and accurate itemized wage statements pursuant to California Labor Code section
11 226, but failed to do so.

12 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
13 or should have known pursuant to California Labor Code sections 2800 and 2802 that Plaintiff and
14 the Aggrieved Employees were entitled to reimbursement for necessary business-related expenses,
15 but, in fact, did not reimburse them for necessary business-related expenses.

16 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
17 should have known that Plaintiff and the Aggrieved Employees were entitled to receive all wages
18 upon termination of employment, including, without limitation, overtime wages, minimum wages,
19 meal period premium wages, and rest period premium wages, and that they did not receive payment
20 of all wages upon termination of employment in violation of California Labor Code sections 201 and
21 202.

22 **PAGA ALLEGATIONS**

23 29. At all times set forth herein, PAGA was applicable to Plaintiff's employment by
24 Defendants.

25 30. At all times set forth herein, PAGA provides that any provision of law under the
26 California Labor Code that provides for a civil penalty, including unpaid wages and premium wages,
27 to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA")
28 for violations of the California Labor Code may, as an alternative, be recovered through a civil action

1 brought by an aggrieved employee on behalf of himself or herself and other current or former
2 employees pursuant to procedures outlined in California Labor Code section 2699.3.

3 31. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is
4 any person that was employed by the alleged violator and against whom one or more of the alleged
5 violations was committed.

6 32. Plaintiff was employed by Defendants and the alleged violations were committed
7 against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and
8 the other employees are “Aggrieved Employees” as defined by California Labor Code section 2699(c)
9 in that they are current or former employees of Defendants and one of more of the alleged violations
10 were committed against them.

11 33. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
12 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
13 have been met:

14 (a) The Aggrieved Employee shall give written notice by certified mail (hereinafter
15 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
16 Labor Code alleged to have been violated, including the facts and theories to support the
17 alleged violations.

18 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the
19 aggrieved employee by certified mail that it does not intend to investigate the alleged
20 violation within sixty (60) calendar days of the postmark date of the Employee’s Notice.
21 Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty
22 five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved
23 employee may commence a civil action pursuant to California Labor Code section 2699
24 to recover civil penalties in addition to any other penalties to which the employee may be
25 entitled.

26 34. On June 6, 2023, Plaintiff provided notice by electronic submission to the LWDA and
27 by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to have
28 been violated, including the facts and theories to support the alleged violations, pursuant to Labor

1 Code section 2699.3. Plaintiff did not receive an LWDA Notice within sixty-five calendar days of
2 providing the Employee's Notice.

3 35. Therefore, the administrative prerequisites under California Labor Code section
4 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
5 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
6 1197.1, 1198, 2800 and 2802 have been satisfied.

7 **FIRST CAUSE OF ACTION**

8 **VIOLATION OF CALIFORNIA LABOR CODE §§ 2699, ET SEQ.**

9 **(Against GHOSSAIN & TRUELOCK ENTERPRISES, INC. DBA CUSTOM SERVICE**

10 **SYSTEMS and DOES 1-25)**

11 36. Plaintiff incorporates herein by specific reference, as though fully set forth, the
12 allegations in all preceding paragraphs.

13 37. Plaintiff brings this action as a representative action on behalf of herself, other
14 Aggrieved Employees, and the State of California in their capacity as a private attorney general
15 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.

16 38. PAGA expressly provides for a private right of action to recover civil penalties for
17 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision
18 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
19 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
20 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
21 brought by an aggrieved employee on behalf of himself or herself and other current or former
22 employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a).

23 39. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
24 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
25 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

26 40. Plaintiff and the other hourly-paid, non-exempt employees are "Aggrieved Employees"
27 as defined by California Labor Code section 2699(c) in that they are all current or former employees
28 of Defendants, and one or more of the alleged violations were committed against them.

1 41. Defendants' conduct, as alleged herein, violates numerous sections of the California
2 Labor Code, including, but not limited to, the following:

- 3 (a) Violation of California Labor Code sections 510 and 1198 for failure to pay
4 overtime wages, as set forth more fully below;
- 5 (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to
6 pay minimum wages, as set forth more fully below;
- 7 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
8 legally required meal periods, as set forth more fully below;
- 9 (d) Violation of California Labor Code section 226.7 for failure to provide legally
10 required rest periods, as set forth more fully below;
- 11 (e) Violation of California Labor Code section 204 for failure to timely pay wages to
12 Plaintiff and Aggrieved Employees during employment, as set forth more fully
13 before;
- 14 (f) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
15 wages at time of discharge from employment, as set forth more fully below;
- 16 (g) Violation of California Labor Code section 226(a) for failure to provide accurate
17 wage statements to Plaintiff and Aggrieved Employees, as set forth more fully
18 below;
- 19 (h) Violation of California Labor Code section 1174(d) for failure to keep complete
20 and accurate payroll records relating to Plaintiff and Aggrieved Employees, as set
21 forth more fully below; and
- 22 (i) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse
23 Plaintiff and Aggrieved Employees for necessary business-related expenses, as set
24 forth more fully below.

25 42. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,
26 Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of
27 civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants
28 for violations of Labor Code sections set forth herein, including penalties under California Labor Code

1 sections 2699, 558, 210, 1197.1, , 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC
2 Wage Order, and any and all additional penalties and remedies as provided by the California Labor
3 Code and/or other statutes.

4 43. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
5 Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for
6 the enforcement of labor laws and education of employers and employees about their rights and
7 responsibilities and twenty-five (25%) to the Aggrieved Employees.

8 44. Plaintiff was compelled to retain the services of counsel to file this court action, and to
9 assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of
10 reasonable attorney's fees and costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other
11 applicable statute.

12 **Failure to Pay Overtime Wages**

13 45. California Labor Code section 1198 and the applicable IWC Wage Order have provided
14 that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-
15 half or two-times that person's regular rate of pay, depending on the number of hours worked by the
16 person on a daily or weekly basis.

17 46. Specifically, the applicable IWC Wage Order provides that Defendants are and were
18 required to pay Plaintiff and Aggrieved Employees employed by Defendants, and working more than
19 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half
20 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

21 ~~47. The applicable IWC Wage Order further provides that Defendants are and were~~
22 ~~required to pay Plaintiff and Aggrieved Employees employed by Defendants, and working more than~~
23 ~~twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.~~

24 48. California Labor Code section 510 codifies the right to overtime compensation at one-
25 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
26 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
27 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours
28 in a day or in excess of eight (8) hours in a day on the seventh day of work.

49. During the relevant time period, Plaintiff and Aggrieved Employees regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week performing work duties “off-the-clock” including, but not limited to, amongst other things, requiring Plaintiff and the Aggrieved Employees to provide janitorial services to Defendants, such as cleaning, sweeping, mopping, and removing waste during purported meal periods.

50. Defendants' failure to pay Plaintiff and Aggrieved Employees the unpaid balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

Failure to Pay Minimum Wages

51. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 have provided that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' failure to pay Plaintiff and the Aggrieved Employees any wages for time spent working "off-the-clock" performing duties including, but not limited to, amongst other things, requiring Plaintiff and the Aggrieved Employees to provide janitorial services to Defendants, such as cleaning, sweeping, mopping, and removing waste during purported meal periods. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and Aggrieved Employees for all of the hours they worked in violation of California Labor Code sections 1194, 1197 and 1197.1.

52. Defendants' failure to pay Plaintiff and Aggrieved Employees the minimum wage as required violates California Labor Code sections 1194, 1197 and 1197.1.

Failure to Provide Meal Periods

53. At all relevant times herein set forth, California Labor Code section 226.7 has provided that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

54. At all relevant times herein set forth, California Labor Code section 512(a) has provided that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty

1 (30) minutes, except that if the total work period per day of the employee is not more than six (6)
2 hours, the meal period may be waived by mutual consent of both the employer and the employee.

3 55. During the relevant time period, Plaintiff and Aggrieved Employees who were
4 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally
5 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours
6 without a meal period of not less than thirty (30) minutes.

7 56. During the relevant time period, Plaintiff and the Aggrieved Employees,
8 who were scheduled to work for a period of time in excess of six (6) hours, were required to work for
9 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
10 minutes.

11 57. During the relevant time period, Plaintiff and the Aggrieved Employees,
12 who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve
13 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were
14 required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of
15 not less than thirty (30) minutes.

16 58. During the relevant time period, Plaintiff and the Aggrieved Employees,
17 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work
18 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
19 thirty (30) minutes.

20 59. During the relevant time period, Defendants willfully required Plaintiff and the
21 Aggrieved Employees to work during meal periods and failed to compensate Plaintiff and Aggrieved
22 Employees for work performed during meal periods. By way of example, Defendants failed to relieve
23 Plaintiff of all duties such that Plaintiff could take compliant meal periods. As a result, Plaintiff
24 worked through mandated meal periods.

25 60. Defendants failed to pay Plaintiff and the Aggrieved Employees the full meal period
26 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
27 timely, uninterrupted meal period of at least thirty (30) minutes was not provided. Defendants failed
28 to incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved

1 Employees in the regular rate of compensation.

2 61. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor
3 Code sections 226.7 and 512(a).

4 **Failure to Provide Rest Periods**

5 62. At all relevant times, California Labor Code section 226.7 has provided that no
6 employer shall require an employee to work during any rest period mandated by an applicable order
7 of the California IWC.

8 63. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
9 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
10 the middle of each work period" and that the "rest period time shall be based on the total hours worked
11 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
12 the total daily work time is less than three and one-half (3½) hours.

13 64. Pursuant to the applicable IWC Wage Order and California Labor Code section
14 226.7(b), Plaintiff and the Aggrieved Employees are entitled to recover from Defendants one (1)
15 additional hour of pay at the employee's regular hourly rate of compensation for each work day that
16 the rest period was not provided.

17 65. During the relevant time period, Defendants required Plaintiff and the Aggrieved
18 Employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
19 period per each four (4) hour period, or major fraction thereof worked. During the relevant time
20 period, Defendants willfully required Plaintiff and the Aggrieved Employees to work during rest
21 periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff
22 could take compliant rest periods. As a result, Plaintiff worked through mandated rest periods.

23 66. Defendants failed to pay Plaintiff and Aggrieved Employees the full rest period
24 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
25 timely, uninterrupted rest period of at least ten (10) minutes was not provided. Defendants failed to
26 incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved
27 Employees in the regular rate of compensation.

28 67. Defendants' conduct violates the applicable IWC Wage Orders and California Labor

1 Code section 226.7.

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

3 68. At all relevant times herein set forth, California Labor Code section 204 has provided
4 that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of
5 any calendar month, other than those wages due upon termination of an employee, are due and payable
6 between the 16th and the 26th day of the month during which the labor was performed.

7 69. At all times herein set forth, California Labor Code section 204 has provided that all
8 wages earned by any person in any employment between the 16th and the last day, inclusive, of any
9 calendar month, other than those wages due upon termination of an employee, are due and payable
10 between the 1st and the 10th day of the following month.

11 70. At all times herein set forth, California Labor Code section 204 has provided that all
12 wages earned for labor in excess of the normal work period shall be paid no later than the payday for
13 the next regular payroll period.

14 71. During the relevant time period, Defendants intentionally and willfully failed to pay
15 Plaintiff and the Aggrieved Employees all wages due to them, within any time period permissible
16 under California Labor Code section 204, including wages for overtime compensation, minimum wage
17 compensation, meal period premiums, and rest period premiums.

18 **Failure to Timely Pay Wages Upon Termination**

19 72. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
20 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
21 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
22 at the time of discharge are due and payable immediately. California Labor Code section 202
23 mandates that if an employee quits, his or her wages shall become due and payable not later than
24 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of
25 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
26 quitting.

27 73. California Labor Code section 203 provides that if an employer willfully fails to pay,
28 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is

1 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
2 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
3 continue for more than thirty (30) days.

4 74. At the time that Plaintiff and the Aggrieved Employees' employment with Defendants
5 ended, Defendants knowingly and willfully failed to pay Plaintiff and the Aggrieved Employees all
6 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
7 limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium
8 wages.

9 **Failure to Provide Compliant Wage Statements**

10 75. At all relevant times set forth herein, California Labor Code section 226(a) provides
11 that every employer shall furnish each of its employees an accurate itemized statement in writing
12 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
13 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
14 deductions, provided that all deductions made on written orders of the employee may be aggregated
15 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
16 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
17 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
18 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
19 The deductions made from payments of wages shall be recorded in ink or other indelible form,
20 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
21 deductions shall be kept on file by the employer for at least three years at the place of employment or
22 at a central location within the State of California.

23 76. Defendants have intentionally and willfully failed to provide employees with complete
24 and accurate wage statements. The deficiencies include, among other things, the failure to state all
25 correct rates of pay, all hours worked, all meal period premium wages earned, and all rest period
26 premium wages earned.

27 **Failure to Keep Requisite Payroll Records**

28 77. At all relevant times set forth herein, California Labor Code section 1174(d) has

1 required an employer to keep, at a central location in the state or at the plants or establishments at
2 which employees are employed, payroll records showing the hours worked daily by and the wages
3 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
4 employed at the respective plants or establishments. These records shall be kept in accordance with
5 rules established for this purpose by the commission, but in any case shall be kept on file for not less
6 than two years.

7 78. Defendants have intentionally and willfully failed to keep accurate and complete
8 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the Aggrieved
9 Employees.

10 79. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff
11 and the Aggrieved Employees have suffered injury and damage to their statutorily-protected rights.

12 80. More specifically, Plaintiff and the Aggrieved Employees have been injured by
13 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
14 were denied both their legal right and protected interest, in having available, accurate and complete
15 payroll records pursuant to California Labor Code section 1174(d).

16 **Failure to Reimburse Necessary Business Expenses**

17 81. Pursuant to California Labor Code sections 2800 and 2802, an employer must
18 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
19 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
20 consequence of his or her obedience to the directions of the employer.

21 82. Plaintiff and the Aggrieved Employees incurred necessary business-related expenses
22 and costs that were not fully reimbursed by Defendants, including, but not limited to, the purchase of
23 cleaning products, the purchase of uniforms, and the usage of personal cell phones for work-related
24 purposes.

25 83. Defendants intentionally and willfully failed to reimburse Plaintiff and the Aggrieved
26 Employees for all necessary business-related expenses and costs.

27 ///

28 ///

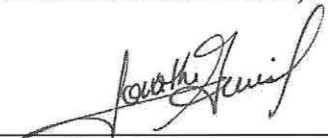
1 **PRAYER FOR RELIEF**

2 Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

- 3 1. For statutory attorneys' fees and costs pursuant to sections 210, 218.5 and 2699(g)(1)
4 of California Labor Code;
- 5 2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
6 558, 226, 226.3, 1174.5, 1197.1 and all other penalties allowed by the California Labor Code and/or
7 other applicable statutes; and
- 8 3. For such other and further relief as the Court may deem proper.
- 9

10 DATED: August 11, 2023

BLACKSTONE LAW, APC

11
12 By: 

13 Jonathan M. Genish, Esq.
14 Attorneys for Plaintiff
15 ESPERANZA URIBE
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COPY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

ESPERANZA URIBE

Case No.: CIV SB 2319033

vs.

CERTIFICATE OF ASSIGNMENT

GHOSAIN & TRUELOCK ENTERPRISES, INC. DBA CUSTOM SERVICE SYSTEMS

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 Central 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 | |
| ☒ 21. THIS FILING WOULD | NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT |

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

GHOSAIN & TRUELOCK ENTERPRISES, INC. DBA CUSTOM SERVICE SYSTEMS
NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

450 S. Cactus Ave.
ADDRESS

Rialto

CITY

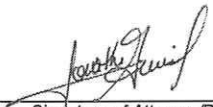
CA

STATE

92376

ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on August 11, 2023 at Beverly Hills, CA, California.


Signature of Attorney/Party

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Jonathan M. Genish (SBN 259031); Miriam L. Schimmel (SBN 185089);
 Joana Fang (SBN 309623); Alexander Rose (SBN 329407)
 Blackstone Law, APC, 8383 Wilshire Blvd., Suite 745, Beverly Hills, CA 90211

TELEPHONE NO.: (310) 622-4278 FAX NO. (Optional): (855) 786-6356

E-MAIL ADDRESS: mschimmel@blackstonepc.com, jfang@blackstonepc.com, arose@blackstonepc.com

ATTORNEY FOR (Name): Plaintiff ESPERANZA URIBE

COPY

FOR COURT USE ONLY

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

AUG 14 2023

BY

Mirna Moreno
 DEPUTY

Mirna Moreno**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO**

STREET ADDRESS: 247 West Third Street

MAILING ADDRESS: 247 West Third Street

CITY AND ZIP CODE: San Bernardino, CA 92415

BRANCH NAME: San Bernardino District - Civil Division

CASE NAME:

Uribe v. Ghossain & Truelock Enterprises, Inc. dba Custom Service Systems

CIVIL CASE COVER SHEET

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

Complex Case Designation

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

CASE NUMBER:

CIV SB 2319033

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): 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 11, 2023

Jonathan M. Genish

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

**OFFICIAL RECEIPT**

SUPERIOR COURT OF CALIFORNIA -
COUNTY OF SAN BERNARDINO
San Bernardino District - Civil Division
247 West Third Street
San Bernardino, CA 92415-0210

GET ONLINE, NOT INLINE
www.sb-court.org

Receipt No. **SC-2023-63514**
Transaction Date 08/14/2023
Payor
SOUTHERN CALIFORNIA LEGAL
3600 LIME STREET, #626
RIVERSIDE, CA 92501

Description	Amount Paid
URIBE, ESPERANZA CIVSB2319033 URIBE -v- GHOSSAIN & TRUELOCK ENTERPRISES, INC et al Unlimited Civil - Complai	435.00
SUBTOTAL	435.00
Remaining Balance Due:	0.00
PAYMENT TOTAL	435.00
Check (Ref #186904) Tendered Total Tendered Change	435.00 435.00 0.00
08/14/2023 09:54 AM	Cashier Station SJCVC334-C
	Audit 55625295

OFFICIAL RECEIPT

5405939

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:	TRIAL SETTING CONFERENCE DATE: _____ UNLIMITED CASE: _____ LIMITED CASE: _____		
E-MAIL ADDRESS:			
ATTORNEY FOR (Name):			
FAX NO. (Optional):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INITIAL TRIAL SETTING CONFERENCE STATEMENT			CASE NUMBER: _____

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided. This document must be filed and served at least 15 days prior to the trial setting conference date.

1. **Party or parties** (answer one):
 - a. ☐ This statement is submitted by party (*name*):
 - b. ☐ This statement is submitted jointly by parties (*names*):
2. **Service of Complaint** on all parties has ☐ has not ☐ been completed.
3. **Service of Cross-Complaint** on all parties has ☐ has not ☐ been completed.
4. **Description of case** in Complaint:
5. **Description of case** in Cross-Complaint:
6. Has all discovery been completed: Yes ☐ No ☐ Date discovery anticipated to be completed: _____
7. Do you agree to mediation? Yes ☐ No ☐ Please check type agreed to: Private: _____ Court-sponsored: _____
8. **Related cases, consolidation, and coordination:** Please attach a Notice of Related Case.

☐ A motion to ☐ consolidate ☐ Trial dates requested: Yes ☐ No ☐ Available dates: _____
 Time estimate: _____
9. **Other issues:**

☐ The following additional matters are requested to be considered by the Court:
10. **Meet and Confer:**

☐ The parties represent that they have met and conferred on all subjects required by California Rules of Court, Rule 3.724.

☐ The parties have entered into the following stipulation(s):
11. Total number of pages attached (*if any*): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the Initial Trial Setting Conference, including the written authority of the party where required.
 Date: _____

 (TYPE OR PRINT NAME)

 (SIGNATURE OF PARTY OR ATTORNEY)

 (TYPE OR PRINT NAME)

 (SIGNATURE OF PARTY OR ATTORNEY)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:	TRIAL SETTING CONFERENCE DATE: _____ UNLIMITED CASE: _____ LIMITED CASE: _____		
E-MAIL ADDRESS:			
ATTORNEY FOR (Name):			
FAX NO. (Optional):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INITIAL TRIAL SETTING CONFERENCE STATEMENT			CASE NUMBER:

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided. This document must be filed and served at least 15 days prior to the trial setting conference date.

1. **Party or parties** (answer one):
 - a. ☐ This statement is submitted by party (name):
 - b. ☐ This statement is submitted jointly by parties (names):
2. **Service of Complaint** on all parties has ☐ has not ☐ been completed.
3. **Service of Cross-Complaint** on all parties has ☐ has not ☐ been completed.
4. **Description of case** in Complaint:
5. **Description of case** in Cross-Complaint:
6. Has all discovery been completed: Yes ☐ No ☐ Date discovery anticipated to be completed: _____
7. Do you agree to mediation? Yes ☐ No ☐ Please check type agreed to: Private: _____ Court-sponsored: _____
8. **Related cases, consolidation, and coordination:** Please attach a Notice of Related Case.

☐ A motion to ☐ consolidate ☐ Trial dates requested: Yes ☐ No ☐ Available dates: _____
 Time estimate: _____
9. **Other issues:**

☐ The following additional matters are requested to be considered by the Court:
10. **Meet and Confer:**

☐ The parties represent that they have met and conferred on all subjects required by California Rules of Court, Rule 3.724.
☐ The parties have entered into the following stipulation(s):
11. Total number of pages attached (if any): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the Initial Trial Setting Conference, including the written authority of the party where required.
 Date: _____

 (TYPE OR PRINT NAME)

 (SIGNATURE OF PARTY OR ATTORNEY)

 (TYPE OR PRINT NAME)

 (SIGNATURE OF PARTY OR ATTORNEY)