

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

LA MICHIOACANA PREMIUM DE ONTARIO INC., a California corporation; LA MICHIOACANA PREMIUM DE ONTARIO III INC., a California corporation; LA MICHIOACANA PREMIUM DE FONTANA, INC., a California corporation; and DOES 1 through 50, inclusive.

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

MIGUEL MEJIA, individually, and on behalf of all other aggrieved employees,

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

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

SEP 28 2023

BY Charisse Navarro, Deputy

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

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

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

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

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

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

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

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

SCOTT ERNEST WHEELER (SBN 187998)
250 WEST FIRST STREET, SUITE 216
CLAREMONT, CALIFORNIA 91711

LAW OFFICE OF SCOTT ERNEST WHEELER
TELEPHONE: (909) 621-4988
FACSIMILE: (909) 621-4622

DATE: SEP 28 2023
(Fecha)

Clerk, by CHARISSE NAVARRO, Deputy
(Secretario) (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]

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

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

4. ☐ by personal delivery on (date):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

MIGUEL MEJIA, individually, and on behalf of all other aggrieved employees.

CASE NO.: **CIV SB 2323493**

vs.

LA MICHOACANA PREMIUM DE ONTARIO INC., A California corporation; LA MICHOACANA PREMIUM DE ONTARIO III INC., a California corporation; LA MICHOACANA PREMIUM DE FONTANA, INC., a California corporation; and DOES 1 through 50, inclusive,

CERTIFICATE OF ASSIGNMENT

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

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

☒ General

☐ Collection

Nature of Action

Ground

- | | |
|---|---|
| ☐ 1. Adoption | Petitioner resides within the district. |
| ☐ 2. Conservator | Petitioner or conservatee resides within the district. |
| ☐ 3. Contract | Performance in the district is expressly provided for. |
| ☐ 4. Equity | The cause of action arose within the district. |
| ☐ 5. Eminent Domain | The property is located within the district. |
| ☐ 6. Family Law | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ 7. Guardianship | Petitioner or ward resides within the district or has property within the district. |
| ☐ 8. Harassment | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ 9. Mandate | The defendant functions wholly within the district. |
| ☐ 10. Name Change | The petitioner resides within the district. |
| ☐ 11. Personal Injury | The injury occurred within the district. |
| ☐ 12. Personal Property | The property is located within the district. |
| ☐ 13. Probate | Decedent resided or resides within or had property within the district. |
| ☐ 14. Prohibition | The defendant functions wholly within the district. |
| ☐ 15. Review | The defendant functions wholly within the district. |
| ☐ 16. Title to Real Property | The property is located within the district. |
| ☐ 17. Transferred Action | The lower court is located within the district. |
| ☐ 18. Unlawful Detainer | The property is located within the district. |
| ☐ 19. Domestic Violence | The petitioner, defendant, plaintiff or respondent resides within the district. |
| ☒ 20. Other Employment | The cause of action arose within the district. |
| ☐ 21. THIS FILING WOULD NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT. | |

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

LA MICHOACANA PREMIUM DE ONTARIO INC.

1347 East 4th Street

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

Ontario

California

CITY

STATE

ADDRESS

91764

ZIP CODE

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

on **SEPTEMBER 22, 2023**

at **Claremont**

, **California.**



Signature of Attorney/Party

FOR COURT USE ONLY

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

SCOTT ERNEST WHEELER (SBN 187998)
LAW OFFICE OF SCOTT ERNEST WHEELER
250 WEST FIRST STREET, SUITE 216
CLAREMONT, CALIFORNIA 91711

TELEPHONE NO. (909) 621-4988

FAX NO. (Optional): (909) 621-4622

E-MAIL ADDRESS: SEW@SCOTTWHEELERLAWOFFICE.COM

ATTORNEY FOR (Name): PLAINTIFF, MIGUEL MEJIA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

STREET ADDRESS: 247 WEST 3RD STREET

MAILING ADDRESS:

CITY AND ZIP CODE: SAN BERNARDINO, CALIFORNIA 92415

BRANCH NAME: SAN BERNARDINO - CIVIL DIVISION

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

SEP 28 2023

CASE NAME: MIGUEL MEJIA V. LA MICHOACANA PREMIUM DE ONTARIO INC., ET AL.

BY 
Charles Navarrete, Deputy

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 2323493

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
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☒ Substantial amount of documentary evidence
d. ☐ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): ONE PAGA CAUSE OF ACTION

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

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

Date: SEPTEMBER 22, 2023

Scott Ernest Wheeler

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

Other 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

1 **LAW OFFICE OF SCOTT ERNEST WHEELER**

2 Scott Ernest Wheeler (SBN 187998)

3 Justin A. Wheeler (SBN 342226)

4 250 West First Street, Suite 216

5 Claremont, California 91711

6 Telephone: (909) 621-4988

7 Facsimile: (909) 621-4622

8 Email: sew@scottwheelerlawoffice.com

9 jaw@scottwheelerlawoffice.com

10 *Attorneys for Plaintiff and the other Aggrieved*
11 *Employees*

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

SEP 28 2023

BY:  Charisse Navarro, Deputy

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF SAN BERNARDINO**

14 MIGUEL MEJIA, individually, and on
15 behalf of all other aggrieved employees,

16 Plaintiff,

17 v.

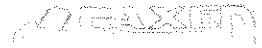
18 LA MICHOACANA PREMIUM DE
19 ONTARIO INC., a California corporation;
20 LA MICHOACANA PREMIUM DE
21 ONTARIO III INC., a California
22 corporation; LA MICHOACANA
23 PREMIUM DE FONTANA, INC., a
24 California corporation; and DOES 1 through
25 50, inclusive,

26 Defendants.

Case No.: **CIV SB 2323493**

**COMPLAINT FOR VIOLATION OF THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004**

[California Labor Code § 2698 et seq.]



1 Plaintiff Miguel Mejia ("Plaintiff") brings this representative action, individually and on behalf
2 of all other aggrieved employees, to recover civil penalties relating to systematic violations of
3 California wage and hour laws by La Michoacana Premium De Ontario Inc. ("La Michoacana
4 Ontario"), La Michoacana Premium De Ontario III Inc. ("La Michoacana III"), and La Michoacana
5 Premium De Fontana, Inc. ("La Michoacana Fontana") (collectively referred to as "Defendants").
6 Plaintiff makes the following allegations on information and belief, except as to allegations pertaining
7 to Plaintiff individually, which are based on his personal knowledge.

8 INTRODUCTION

9 1. Defendant La Michoacana Ontario does business as La Michoacana Premium De
10 Ontario, Inc., and owns and operates one or more casual Mexican ice cream and frozen yogurt shops
11 in southern California.

12 2. Defendant La Michoacana III does business as La Michoacana Premium De Ontario III
13 Inc., and owns and operates one or more casual Mexican ice cream and frozen yogurt shops in southern
14 California.

15 3. Defendant La Michoacana Fontana does business as La Michoacana Premium De
16 Fontana, Inc., and owns and operates one or more casual Mexican ice cream and frozen yogurt shops
17 in southern California.

18 4. In an effort to conserve labor costs, and thereby maximize profits, Defendants have
19 implemented policies and practices that have resulted in systematic violations of California's wage and
20 hour laws.

21 5. For example, Defendants have implemented unlawful policies with respect to meal and
22 rest breaks. Defendants requires their non-exempt employees, who are informed that the needs of the
23 restaurant and its patrons take top priority, to work through meal and rest breaks, to take untimely meal
24 periods and to remain on call during such breaks. As a result, Plaintiff and other aggrieved employees
25 have been denied the ability to take meal and rest breaks that they were and are legally entitled to take.

26 6. Moreover, Defendants have uniformly failed to pay Plaintiff and other aggrieved
27 employees proper overtime wages and minimum wages due to the fact that they have willfully turned
28

1 a blind eye to off-the-clock work that Plaintiff and other aggrieved employees perform as a direct
2 consequence of Defendants' understaffing and imposition of an unreasonable workload.

3 7. Defendants also failed to pay timely wages to current and former employees and have
4 failed to maintain required employee records and provide accurate, itemized wage statements.

5 JURISDICTION AND VENUE

6 8. The Superior Court of the State of California has jurisdiction in this matter because
7 Defendants are licensed to do business under the laws of the State of California and do business in the
8 State of California. No federal question is at issue because Plaintiff's claims are based solely on
9 California law.

10 9. Venue is proper in this judicial district and the County of San Bernardino because
11 Defendants maintain one or more locations in the County of San Bernardino and Plaintiff worked for
12 Defendants at a location in Ontario, California, a city located in the County of San Bernardino. The
13 other aggrieved employees also worked for Defendants at their locations in Ontario, California and
14 Fontana.

15 THE PARTIES

16 10. During the statute of limitations period, Plaintiff was employed by Defendants as a
17 cashier at their location in Ontario, California.

18 11. Plaintiff is informed and believes, and thereon alleges, that Defendant La Michoacana
19 Ontario is, and at all times relevant hereto was, a corporation organized and existing under the laws of
20 the State of California.

21 12. Plaintiff is informed and believes, and thereon alleges, that Defendant La Michoacana
22 III is, and at all times relevant hereto was, a corporation organized and existing under the laws of the
23 State of California.

24 13. Plaintiff is informed and believes, and thereon alleges, that Defendant La Michoacana
25 Fontana is, and at all times relevant hereto was, a corporation organized and existing under the laws of
26 the State of California.

27 14. At all relevant times herein, Defendants were the joint employers of Plaintiff and the
28 other aggrieved employees. Defendants were the alter egos, divisions, affiliates, integrated

1 enterprises, joint employers, integrated enterprise, affiliates, subsidiaries, parents, principals, related
2 entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
3 ostensible, of each other. Each Defendant was completely dominated by its or their co-Defendants,
4 and each was the alter ego of the other. Moreover, at all material times there has been extensive
5 interrelation of operations, common management, centralized control of labor relations with respect
6 to Plaintiff and the other aggrieved employees, and common ownership or financial control between
7 all Defendants.

8 15. Plaintiff is informed and believes, and based thereon alleges, in all respects pertinent to
9 this action, Defendants jointly employed Plaintiff and the other aggrieved employees, and as the agent
10 of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent
11 hereto, and as joint employers are jointly liable for the violations as alleged herein.

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

19 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

20 17. On July 5, 2023, Plaintiff gave written notice by certified mail pursuant to California
21 Labor Code § 2699.3, to the California Labor and Workforce Development Agency ("LWDA") and
22 Defendants, of the specific provisions of the California Labor Code and IWC Wage Order alleged to
23 have been violated, including the facts and theories to support the alleged violations. Plaintiff has not
24 received any response from the LWDA. As Plaintiff has waited more than sixty-five (65) days from
25 the July 5, 2023 postmark date of his written notice before filing this action, Plaintiff has complied with
26 all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action
27 under the California Private Attorneys General Act of 2004 ("PAGA").

28 18. Pursuant to the PAGA, California Labor Code §§ 2698-2699.5, Plaintiff brings this

1 action on behalf of the State of California, and all other aggrieved employees (e.g., current and former
2 non-exempt employees of Defendants who are California citizens and performed work for Defendants
3 in the State of California at any time within the period beginning one (1) year prior to the July 5, 2023
4 notice Plaintiff provided to the LWDA and Defendants, and ending at the time this action proceeds to
5 final judgment ("statute of limitations period").

6 **FACTUAL ALLEGATIONS**

7 **Failure to Provide Required Meal Periods**

8 **[Labor Code §§ 226.7, 512 and § 11 of the applicable IWC Order]**

9 19. During the statute of limitations period, as part of Defendants' illegal policies and
10 practices to minimize labor costs and maximize corporate profits, Defendants have required, permitted
11 or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal periods, to
12 completely skip their meal periods, to take late and short meal periods, and Defendants have otherwise
13 failed to provide the required meal periods to Plaintiff and aggrieved employees as required under
14 California Labor Code §§ 226.7, 512 and § 11 of the applicable IWC Order.

15 20. Defendants have implemented several practices that have caused Plaintiff and aggrieved
16 employees to systematically miss and otherwise take non-compliant meal periods. Defendants
17 systematically understaff their job sites such that aggrieved employees are given so much work to
18 complete that they regularly miss or otherwise take non-compliant meal periods. As a direct
19 consequence of this understaffing, Plaintiff and aggrieved employees have so much work to complete
20 within their scheduled shifts that they are forced to skip their meal periods altogether, to take them after
21 working longer than five (5) hours, to perform work during their meal periods, or return to work after
22 taking less than a thirty (30) minute meal period. Moreover, Plaintiff and other aggrieved employees
23 need to secure permission before taking a meal period, which is often denied by supervisors.

24 21. There are also frequent occasions when Plaintiff and aggrieved employees need to
25 perform other duties immediately before the time during which they are legally entitled to take a meal
26 period. Pursuant to Defendants' policies, Plaintiff and aggrieved employees cannot simply drop their
27 job duties and leave a customer, refuse an order or stop cooking in order to take a meal period.
28 Consequently, Plaintiff and aggrieved employees regularly miss meal periods, take late meal periods,

1 return early from meal periods, and even clock out for meal periods but continue working.

2 22. Plaintiff and aggrieved employees need to secure permission before taking a meal
3 period. Plaintiff and aggrieved employees often cannot simply stop taking an order from a customer or
4 stop cooking to take their meal period, and their inability to secure coverage frequently causes them to
5 miss and otherwise take non-compliant meal periods.

6 23. Despite the foregoing, Defendants have implemented a policy and practice of actively
7 discouraging the issuance of meal period premium payments, and in the process, Defendants have
8 violated California Labor Code §§ 226.7 and § 11 of the applicable IWC Wage Order, by failing to
9 compensate Plaintiff and aggrieved employees who were not authorized and permitted to take a
10 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper regular
11 rate of pay for each workday that such a meal period was not authorized or permitted.

12 24. Defendants also implemented an unlawful meal period policy by compensating Plaintiff
13 and aggrieved employees for interrupted meal periods only for their actual work time, as opposed to
14 paying them the legally required premium payments for non-compliant meal periods.

15 **Failure to Provide Required Rest Breaks**

16 **[Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Wage Order]**

17 25. During the statute of limitations period, as part of Defendants' illegal policies and
18 practices to minimize labor costs and maximize corporate profits, Defendants have failed to authorize
19 and permit Plaintiff and other aggrieved employees to take rest breaks as required under California
20 Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Wage Order.

21 26. The same or similar policies and practices that deprive Plaintiff and other aggrieved
22 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
23 take their first and second and third rest breaks. As alleged herein, Defendants understaff their locations,
24 which creates so much work for Plaintiff and other aggrieved employees that they are frequently unable
25 to take rest breaks. Moreover, Plaintiff and aggrieved employees need to first secure permission before
26 taking a rest break. Plaintiff and aggrieved employees often cannot simply stop assisting a customer to
27 take a rest break, and their inability to secure coverage causes them to regularly miss and otherwise
28 take non-compliant rest breaks.

1 27. Defendants also do not provide adequate training regarding their legal obligations with
2 respect to the provision of rest breaks, does not implement a schedule regarding rest breaks for non-
3 exempt employees, and often interrupts staff who try to take rest periods. In short, Defendants
4 essentially have a non-existent rest break policy, as there is no guidance or specification as to when
5 Plaintiff and other aggrieved employees are authorized and permitted to take rest breaks during their
6 shifts.

7 28. Defendants also violated California Labor Code § 226.7, and § 12 of the applicable IWC
8 Order, by failing to pay Plaintiff and other aggrieved employees who were not provided with a rest
9 break, in accordance with the applicable wage order, one additional hour of compensation at the proper
10 regular rate of pay for each workday that a rest break was not provided.

11 **Failure to Pay Overtime Wages**

12 **[Labor Code §§ 510, 1194, and § 3 of the applicable IWC Order]**

13 29. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable IWC Order,
14 Defendants are required to compensate Plaintiff and other aggrieved employees for all overtime, which
15 is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of
16 eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh
17 consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any
18 workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work
19 in any workweek.

20 30. During the statute of limitations period, Defendants failed to compensate Plaintiff and
21 other aggrieved employees for all overtime hours worked as required under the foregoing provisions
22 of the California Labor Code and IWC Wage Order by, among other methods: failing to pay overtime
23 at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§
24 510, 1194 and § 3 of the applicable IWC Order, requiring, permitting or suffering Plaintiff and other
25 aggrieved employees to work off-the-clock, and to work through meal and rest breaks, but not
26 compensating them for this time, unlawful rounding of time worked by Plaintiff and the other aggrieved
27 employees in favor of Defendants, improperly calculating the regular rate of pay based on bonuses,
28 commissions, and other remuneration, and other methods to be discovered.

1 31. In a short-sighted attempt to maximize profits, Defendants have understaffed their
2 location in Ontario, California. Not only has this practice resulted in widespread missed meal and rest
3 breaks, but it has also caused Plaintiff and other aggrieved employees to perform work while off-the-
4 clock. Defendants have actual or constructive knowledge of this off-the-clock work and subtly condone
5 it. Plaintiff and other aggrieved employees routinely arrive to work early to check so that they are
6 prepared and ready to begin performing their duties promptly at the start of their shifts, as they must be
7 pursuant to the requirements of Defendants. Defendants know that Plaintiff and other aggrieved
8 employees perform this work off-the-clock.

9 32. Defendants have knowingly and willfully refused to perform their obligations to
10 compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in
11 violation of California Labor Code §§ 510, 1194 and 1198, and § 3 of the applicable IWC Order.

12 **Failure to Pay Minimum Wages**

13 **[Labor Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order]**

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

17 34. During the statute of limitations period, the hourly rates for Plaintiff and other aggrieved
18 employees were precisely at California minimum wage. Based on this common practice, Defendants
19 failed to pay Plaintiff and other aggrieved employees minimum wages for all hours worked by
20 requiring, permitting or suffering Plaintiff and other aggrieved employees to work off the clock, such
21 as requiring them to work through meal and rest breaks but not compensating them for this time,
22 unlawful rounding of time worked by Plaintiff and the other aggrieved employees in favor of
23 Defendants, and failing to include this time in all hours worked, and other methods to be discovered.

24 35. Defendants' conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and § 4
25 of the applicable IWC Wage Orders. As a proximate result of the aforementioned violations, Plaintiff
26 and other aggrieved employees have been damaged in an amount according to proof at trial. Therefore,
27 pursuant to California Labor Code §§ 200, 203, 226, 1194, 1197.1, and any other applicable law,
28 Plaintiff and other aggrieved employees are entitled to recover the unpaid balance of wages owed to

1 them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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

3 **[Labor Code § 204]**

4 36. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
5 15th days of any calendar month, Defendants are required to pay their nonexempt employees between
6 the 16th and 26th day of the month during which the labor was performed. California Labor Code §
7 204 also provides that for all labor performed between the 16th and 26th days of any calendar month,
8 Defendants are required to pay their non-exempt employees between the 1st and 10th day of the
9 following calendar month. In addition, California Labor Code § 204 provides that all wages earned for
10 labor in excess of the normal work period shall be paid no later than the payday of the next regular
11 payroll period.

12 37. During the statute of limitations period, Defendants have knowingly and willfully failed
13 to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the next
14 regular payroll period as required by California Labor Code § 204, including but not limited to,
15 compensation for missed meal and rest breaks, proper overtime wages due to an unlawful calculation
16 of the regular rate of pay, and for work performed off-the-clock.

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

18 **[Labor Code §§ 201, 202 and 203]**

19 38. Pursuant to California Labor Code §§ 201, 202 and 203, Defendants are required to pay
20 all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates
21 that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
22 discharge are due and payable immediately.

23 39. Furthermore, pursuant to California Labor Code § 202, Defendants are required to pay
24 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
25 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
26 which case the employee is entitled to his or her wages at the time of quitting.

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

1 quits, the employer is liable for waiting time penalties in the form of continued compensation to the
2 employee at the same rate for up to 30 workdays.

3 41. During the statute of limitations period, Defendants have willfully failed to pay accrued
4 wages and other compensation to Plaintiff and other aggrieved employees in accordance with California
5 Labor Code §§ 201 and 202. On information and belief, Defendants do not have sufficient policies to
6 provide Plaintiff and other aggrieved employees with their final paychecks within the timeframes
7 required under California law. Defendants continue to fail to properly compensate other aggrieved
8 employees for all hours worked when due, overtime wages, and compensation for non-compliant meal
9 and rest breaks, Defendants also willfully failed and continue to fail to pay accrued wages and other
10 compensation to Plaintiff and other aggrieved employees in accordance with California Labor Code §§
11 201 and 202.

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

13 **[Labor Code § 226(a) and § 7 of the applicable IWC Order]**

14 42. During the statute of limitations period, Defendants routinely failed to provide Plaintiff
15 and other aggrieved employees with timely and accurate itemized wage statements. Defendants' pay
16 stubs have violated California Labor Code § 226. Next, Defendants were and are not providing Plaintiff
17 and other aggrieved employees with proper meal periods and rest breaks but intentionally fail to include
18 in their wage statements one (1) additional hour of compensation at their regular rates of pay for each
19 non-compliant meal period or rest break. Moreover, Defendants have failed to pay proper overtime
20 wages to Plaintiff and other aggrieved employees and their wage statements therefore fail to reflect the
21 correct hourly rates worked by Plaintiff and other aggrieved employees.

22 43. In order to conceal their wage theft, Defendants knowingly and intentionally failed to
23 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements in
24 accordance with Labor Code § 226(a) and § 7 of the applicable IWC Order.

25 44. Plaintiff and other aggrieved employees suffered injury as a result of the failure of
26 Defendants to provide timely and accurate itemized wage statements because it prevented them from
27 discovering the scope and extent of Defendants' violations of California wage and hour laws, prevented
28 them from being able to accurately determine the gross wages earned, the total hours worked, all

1 deductions made, the net wages earned, all applicable hourly rates in effect during each pay period and
2 the corresponding number of hours worked at each hourly rate and the balance and available amount
3 of sick leave.

4 **Failure to Maintain Required Records**

5 **[Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order]**

6 45. During the statute of limitations period, as part of Defendants' illegal payroll policies
7 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
8 Defendants knowingly and intentionally failed to maintain records as required under California Labor
9 Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but not limited to the
10 following records: total daily hours worked by each employee; applicable rates of pay relating to non-
11 discretionary, including but not limited to, overtime and double-time; all deductions; meal and/or rest
12 periods; time records showing when each employee begins and ends each work period; and accurate
13 itemized statements that reflect all compensation, rates of pay for all compensation paid and
14 remuneration owed and due to them. Defendants had knowledge that they were not providing its non-
15 exempt employees with proper meal and rest periods, but knowingly failed to include in the wage
16 statements one (1) extra hour of compensation for each missed meal and rest period. Defendants also
17 illegally and inaccurately recorded the time in which Plaintiff and other aggrieved employees worked.
18 Defendants have also failed to maintain accurate, itemized wage statements, as alleged above.

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

20 **[Labor Code §§ 246, 248.1, 248.2, 248.6]**

21 46. During the Statute of Limitations Period, Plaintiff is informed and believes from January
22 1, 2021 through December 31, 2022, Defendants employed 26 or more aggrieved employees.

23 47. Defendants failed to provide 80 hours of COVID-19 Supplemental Paid Sick leave and
24 compensate aggrieved employees at their regular rate of pay for supplemental sick leave, i.e., their
25 highest regular rate of pay, taking into consideration non-discretionary bonuses, etc., in violation of
26 California Labor Code § 248.1(b)(3)(A) and § 248.6. Defendants also failed to provide COVID-19
27 Supplemental Sick Leave to aggrieved employees in addition to regular sick leave, in violation of
28 California Labor Code § 248.1(b)(2)(D). Defendants also failed to accurately reflect any offset and/or

1 the current amount of COVID-19 Supplemental Sick Leave available to aggrieved employees on their
2 wage statements, in violation of California Labor Code §§ 248.1(b)(2)(D), 248.2, 248.6 and for the
3 reasons provided herein.

4 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

5 **[Cal. Lab. Code § 2802]**

6 48. California Labor Code § 2802(a) requires an employer to indemnify an employee for all
7 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
8 his or her duties, or of his or her obedience to the directions of the employer.

9 49. During the Statute of Limitations Period, Defendants failed to reimburse aggrieved
10 employees for the usage of their personal cellular phones in addition to personal protective equipment
11 during the COVID-19 pandemic, including face masks and disposable gloves and other supplies.
12 Defendants did not reimburse Plaintiff and other aggrieved employees for the costs of the expenditures
13 relating to their cellular phones, face masks and other supplies.

14 **Failure to Provide Suitable Seating**

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

16 50. IWC Wage Order No. 5-2001, § 14 provides:

17 “Where practicable and consistent with applicable industry-wide standards,
18 all working employees shall be provided with suitable seats when the nature
of the work reasonably permits the use of seats.

19 51. Defendants failed to provide suitable seating by not providing any seats or stools for
20 those aggrieved employees working at cash registers. The nature of the work reasonably permits the
21 use of seats for aggrieved employees who work as cashiers regarding the performance of their duties
22 and responsibilities. To the extent that the use of seats could interfere with their work duties, at all
23 times herein it is and has been reasonable for Defendants to place seats in reasonable proximity to work
24 areas to be used the aggrieved employees when doing so would not interfere with their job duties and
25 responsibilities.
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1 (I) Any other information the Labor Commissioner deems material and necessary.”

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

5 **FIRST CAUSE OF ACTION**

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

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

8 **(On Behalf of Plaintiff and the Aggrieved Employees Against Defendants)**

9 56. Plaintiff incorporates herein by specific reference, as though fully set forth, the
10 allegations in paragraphs 1 through 55 above.

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

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

19 59. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
20 penalties from Defendants in a representative action for the violations set forth above, including but
21 not limited to, violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512,
22 558, 1174, 1194 and for the violations of the applicable IWC Wage Order alleged above.

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

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

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

4 b. Pursuant to California Labor Code § 1174.5, for violations of California Labor
5 Code § 1174(d), Defendants are subject to a civil penalty of five hundred
6 dollars (\$500).

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

11 62. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f) for
12 Defendants' violations of California Labor Code provisions for which a civil penalty is not specifically
13 provided, including but not limited to, California Labor Code §§ 201, 202, 203, 204, 226.7, 1197,
14 2810.5, and for the violations of the applicable IWC Wage Order as alleged above.

15 63. All civil penalties sought and recovered under this action will be allocated as follows:
16 seventy-five (75) percent to the State of California and twenty-five (25) percent to Plaintiff and
17 aggrieved employees.

18 64. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California
19 Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees and the
22 State of California, prays for relief against Defendants, as follows:

23 1. For civil penalties according to proof;

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

27 3. For such further relief that the Court may deem just and proper.
28

1 DATED: September 28, 2023

THE LAW OFFICE OF SCOTT ERNEST WHEELER

2
3 By: 

4 SCOTT ERNEST WHEELER
5 JUSTIN A. WHEELER

6 *Attorneys for Plaintiff and the other Aggrieved*
7 *Employees*
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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS: ATTORNEY FOR (Name): FAX NO. (Optional):	TRIAL SETTING CONFERENCE DATE: _____ UNLIMITED CASE: _____ LIMITED CASE: _____		
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.: _____ E-MAIL ADDRESS: _____ ATTORNEY FOR (Name): _____ FAX NO. (Optional): _____		TRIAL SETTING CONFERENCE DATE: _____ UNLIMITED CASE: _____ LIMITED CASE: _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO				
COURTHOUSE ADDRESS:				
PLAINTIFF:				
DEFENDANT:			CASE NUMBER:	
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11. Total number of pages attached (if any): _____

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 Date: _____

 (TYPE OR PRINT NAME)

 (SIGNATURE OF PARTY OR ATTORNEY)

 (TYPE OR PRINT NAME)

 (SIGNATURE OF PARTY OR ATTORNEY)



**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

Mejia -v- La Michoacana Premium De Ontario Inc. et al

NOTICE OF TRIAL SETTING CONFERENCE and NOTICE OF CASE ASSIGNMENT

Case Number

CIVSB2323493

Scott Ernest Wheeler
250 W 1st St Ste 216
Claremont CA 91711

This case has been assigned to: . TBD in Department S33 - SBJC for all purposes.

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

Hearing Date: 03/28/2024 at 8:30 AM in Department S33 - SBJC

Date: 9/28/2023

By: 

Charisse Navarro, 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: 9/28/2023

I declare under penalty of perjury that the forgoing is true and correct. Executed on 9/28/2023 at San Bernardino, CA.

By: 

Charisse Navarro, Deputy Clerk