

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

KIMCO STAFFING SERVICES, INC., a California corporation; and
DOES 1 through 50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

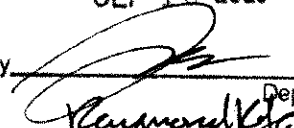
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

MAURA RAMIREZ, 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

SEP 15 2023

By  Deputy

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

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

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

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

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

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

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

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

CASE NUMBER
(Número del Caso):

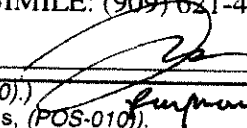
CIV SB 2322451

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 15 2023
(Fecha) Clerk, by  Deputy (Adjunto) (Secretario)

(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):

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, MAURA RAMIREZ

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SEP 13 2023

By

Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

STREET ADDRESS: 247 WEST 3RD STREET

MAILING ADDRESS:

CITY AND ZIP CODE: SAN BERNARDINO, CALIFORNIA 92415

BRANCH NAME: SAN BERNARDINO - CIVIL DIVISION

CASE NAME: MAURA RAMIREZ V. KIMCO STAFFING SERVICES, INC.

CIVIL CASE COVER SHEET

☒ Unlimited

(Amount

demanded

exceeds \$25,000)

☐ Limited

(Amount

demanded is

\$25,000 or less)

Complex Case Designation

☐ Counter☐ Joinder

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

CASE NUMBER:

CIV SB 2322451

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 partiesb. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolvec. ☒ Substantial amount of documentary evidenced. ☐ Large number of witnessese. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal courtf. ☐ Substantial postjudgment judicial supervision3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

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

Date: September 12, 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 Aggrieved Employees*

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SEP 13 2023

By _____

Deputy

Raymond J. Gas

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF SAN BERNARDINO

13 MAURA RAMIREZ, individually, and on
14 behalf of all other aggrieved employees,

15 PLAINTIFFS,

16 v.

17 KIMCO STAFFING SERVICES, INC., a
18 California corporation; and DOES 1 through
19 50, inclusive,

20 DEFENDANTS.

CASE NUMBER: CIV SB 23 22451

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA")**

[California Labor Code § 2698 *et seq.*]

1 This is a representative action brought by Maura Ramirez, individually and on behalf of all
2 other aggrieved employees ("Plaintiff"), relating to systemic violations of California wage and hour
3 laws by her employers, Kimco Staffing Services, Inc. ("Kimco", an unknown worksite employer and
4 possibly other unknown joint employer entities (collectively, "Defendants"). Plaintiff makes the
5 following allegations on information and belief, except as to allegations pertaining to Plaintiff
6 individually, which are based on her personal knowledge.

7 **INTRODUCTION**

8 1. The Kimco is a private staffing company which provides temporary employees to work
9 for other businesses.

10 2. An unknown business entity operates warehouses, distribution and logistics services
11 throughout the State of California.

12 3. As private, for-profit businesses, Defendants have jointly implemented common
13 policies and practices that have resulted in systemic violations of California's wage and hour laws.

14 4. Defendants have implemented unlawful written policies with respect to meal and rest
15 breaks. Defendants also require their non-exempt employees, who are informed that the needs of the
16 businesses take top priority, to work through meal and rest breaks, to take untimely meal periods and
17 to remain on call during such breaks. As a result, Plaintiff and other aggrieved employees have been
18 denied the ability to take the meal and rest breaks that they were and are legally entitled to take.

19 **JURISDICTION AND VENUE**

20 5. The Superior Court of the State of California has jurisdiction in this matter because
21 Plaintiff is a resident of the State of California.

22 6. Venue is proper in this judicial district and the County of San Bernardino because
23 Plaintiff was assigned to work by Kimco for an the unknown warehouse at its facility located in
24 Fontana, California, a city located in the County of San Bernardino, and one or more of the wrongful
25 acts alleged herein occurred in the County of San Bernardino.

26 7. Defendants employed Plaintiff and other aggrieved employees within the State of
27 California and the unlawful acts alleged herein have a direct effect on Plaintiff and other aggrieved
28 employees.

8. The State of California, San Bernardino County, has jurisdiction in this matter because the individual claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal court diversity jurisdiction. Further, there is no federal question at issue as the issues herein are based solely on the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil Procedure and Rules of Court. Thus, the State of California, San Bernardino County Superior Court maintains the appropriate jurisdiction to hear this matter.

THE PARTIES

9. Plaintiff is a citizen of the State of California. During the relevant time period, Plaintiff was employed by Defendants as a Picker responsible for pulling orders from the system for shipping, obtaining data regarding order types, and confirm the quantity and specifications of the shipped products.

10. Plaintiff is informed and believes, and thereon alleges, that Kimco, is, and at all times relevant hereto was, and is a California corporation organized and existing under the laws of the State of California. Kimco is authorized to conduct business and does conduct business in the State of California.

11. Plaintiff is informed and believes, and thereon alleges, that the worksite employer is, and at all times relevant hereto was, and is an unknown business organized and existing under the laws of the State of California. Plaintiff is further informed and believes the worksite employer is authorized to conduct business and does conduct business in the State of California.

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

13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy. Managing agent, and/or principal of the co-Defendants, and in performing the acts mentioned below was acting, at least

1 in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture,
2 employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-
3 Defendants. Plaintiff also alleges that the acts of each Defendant are legally attributable to the other
4 Defendants.

5 14. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
6 sued herein were, at all relevant times, the employer, owner, shareholder, principal, joint venture, alter-
7 ego, employee, proxy, managing agent, and/or principal of the remaining Defendants, and was acting,
8 at least in part, within the course and scope of such employment and agency, with the express and
9 implied permission, consent and knowledge, approval and/or ratification of the other Defendants. The
10 above co-Defendant, managing agents, and supervisors, aided, abetted, condoned, permitted, approved,
11 authorized, and/or ratified the unlawful acts described herein.

12 15. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
13 Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is
14 informed and believes, and thereon alleges, that each defendant designated as a DOE is in some manner
15 highly 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 **NOTICE PURSUANT TO LABOR CODE §2810.3**

20 16. On July 5, 2023, Plaintiff provided Defendants with notice pursuant to Labor Code
21 §2810.3 with regard to potential joint liability based upon violations of the Labor Code as provided
22 herein. Kimco, for all purposes of this action, is a "labor contractor" pursuant to Labor Code §2810.3
23 and the unknown Defendants are "client employers" and shall share any and all civil liability for all of
24 the aggrieved employees supplied by Kimco for any and all penalties imposed as a result of this action.

25 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

26 17. On July 5, 2023, Plaintiff gave written notice by certified mail pursuant to California
27 Labor Code § 2699.3, to the California Labor and Workforce Development Agency ("LWDA") and
28 Defendants, of the specific provisions of the California Labor Code and IWC Wage Order alleged to

1 have been violated, including the facts and theories to support the alleged violations. Plaintiff has not
2 received any response from the LWDA. As Plaintiff has waited more than sixty-five (65) days from
3 July 5, 2023, postmark date of her written notice before filing this action, Plaintiff has complied with
4 all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action
5 under the California Private Attorneys General Act of 2004 ("PAGA").

6 18. Pursuant to the PAGA, California Labor Code §§ 2698-2699.5, Plaintiff brings this
7 action on behalf of the State of California, and all other aggrieved employees (e.g., current and former
8 non-exempt employees of Defendants and performed work for Defendants in the State of California at
9 any time within the period beginning one (1) year prior and sixty-five (65) days prior to the March 14,
10 2023 notice Plaintiff provided to the LWDA and Defendants, and ending at the time this action
11 proceeds to final judgment ("statute of limitations period").

12 **FACTUAL ALLEGATIONS**

13 **Failure to Provide Required Meal Periods**

14 **[Cal. Lab. Code §§ 226.7, 512, 558; § 11 of the Applicable IWC Wage Order]**

15 19. During the statute of limitations period, as part of Defendants' illegal policies and
16 practices to minimize labor costs and maximize corporate profits, Defendants have required, permitted
17 or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal periods, to
18 completely skip their meal periods, to take late and short meal periods, and Defendants have otherwise
19 failed to provide the required meal periods to Plaintiff and aggrieved employees as required under
20 California Labor Code §§ 226.7, 512, 558 and § 11 of the applicable IWC Order.

21 20. Defendants have implemented several practices that have caused Plaintiff and aggrieved
22 employees to systematically miss and otherwise take non-compliant meal periods. Defendants
23 systematically understaff their job sites such that non-exempt employees are given so much work to
24 complete that they regularly miss or otherwise take non-compliant meal periods. As a direct
25 consequence of this understaffing, Plaintiff and aggrieved employees have so much work to complete
26 within their scheduled shifts that they are forced to skip their meal periods altogether, to take them after
27 working longer than five (5) hours, to perform work during their meal periods, or return to work after
28 taking less than a thirty (30) minute meal period. Further, Defendants systemically deprived Plaintiff

1 and the other aggrieved employees of the opportunity to take second meal periods even though they
2 regularly work shifts in excess of ten (10) hours.

3 21. There are also frequently occasions when Plaintiff and aggrieved employees need to
4 perform other duties immediately before the time during which they are legally entitled to take a meal
5 period. Pursuant to Defendants' policies, Plaintiff and aggrieved employees cannot simply drop their
6 urgent job duties to take a meal period. Consequently, Plaintiff and aggrieved employees regularly
7 miss meal periods, take late meal periods, return early from meal periods, and even clock out for meal
8 periods but continue working.

9 22. Plaintiff and aggrieved employees need to first secure permission before taking a meal
10 period. Plaintiff and aggrieved employees often cannot simply stop working and take their meal period,
11 and their inability to secure coverage causes them to regularly miss and otherwise take non-compliant
12 meal periods.

13 23. Despite the foregoing, Defendants have implemented a policy and practice of actively
14 discouraging the issuance of meal period premium payments, and in the process, Defendants have also
15 violated California Labor Code §§ 226.7, § 11 of the applicable IWC Wage Order, and the California
16 Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to compensate Plaintiff
17 and aggrieved employees who were not authorized and permitted to take a complete, timely,
18 uninterrupted meal period, one additional hour of compensation at the proper regular rate of pay for
19 each workday that such a meal period was not authorized or permitted. Defendants also implemented
20 an unlawful meal period policy by compensating Plaintiff and aggrieved employees for interrupted
21 meal periods only for their actual work time, as opposed to paying them legally required premiums.

22 24. Defendants also violated California Labor Code § 226.7, § 11 of the applicable IWC
23 Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing
24 to pay Plaintiff and other aggrieved employees who were not provided with a meal period, in
25 accordance with the applicable wage order, one additional hour of compensation at the proper regular
26 rate of pay, including but not limited to, shift differentials, nondiscretionary bonuses, etc., for each
27 workday that a rest break was not provided.

Failure to Provide Required Rest Breaks

[Cal. Lab. Code §§ 226.7, 512; § 12 of the Applicable IWC Wage Order]

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

26. The same common policies and practices that deprive Plaintiff and other aggrieved employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to take their first and second and third rest breaks. As alleged herein, Defendants understaff their facilities, which creates so much work for Plaintiff and other aggrieved employees that they are frequently unable to take rest breaks. Moreover, Plaintiff and other aggrieved employees need to secure permission before taking a rest break, which is often denied by supervisors.

27. Defendants also do not provide adequate training regarding their legal obligations with respect to the provision of rest breaks, do not implement a schedule regarding rest breaks for non-exempt employees, Defendants do not post the required wage and hour posters, including but not limited to, the appropriate IWC Wage Order poster, at the workplace, nor do Defendants provide adequate training regarding the legal obligations to provide rest breaks to Plaintiff and aggrieved employees, and neither Defendants have implemented an adequate schedule regarding rest breaks for non-exempt employees. In short, Defendants essentially have a non-existent rest break policy, as there is no guidance or specification as to when Plaintiff and other aggrieved employees are authorized and permitted to take rest breaks during their shifts. This common policy (or lack thereof) has caused widespread missed rest breaks and systematic violations of California Labor Code §§ 226.7 and 512, and IWC Order No. 9-2001, § 12.

28. Defendants also violated California Labor Code § 226.7, § 12 of the applicable IWC Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to pay Plaintiff and other aggrieved employees who were not provided with a rest break, in accordance with the applicable wage order, one additional hour of compensation at the proper regular rate of pay, including but not limited to, shift differentials, nondiscretionary bonuses, etc., for each workday that a

1 rest break was not provided.

2 **Failure to Pay Overtime Wages**

3 **[Cal. Lab. Code §§ 510, 1194, 1198; § 3 of the Applicable IWC Wage Order]**

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

11 30. During the statute of limitations period, Defendants have failed to compensate Plaintiff
12 and other aggrieved employees for all overtime hours worked as required under the foregoing
13 provisions of the California Labor Code and IWC Wage Order by, among other methods: failing to pay
14 overtime at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor
15 Code §§ 510, 1194 and § 3 of the applicable IWC Wage Order, requiring, permitting or suffering
16 Plaintiff and other aggrieved employees to work off-the-clock, and to work through meal and rest
17 breaks, but not compensating them for this time, improperly calculating the regular rate of pay based
18 upon nondiscretionary bonus payments and other remuneration, improperly rounding the hours worked
19 in favor of Defendants despite the fact that Defendants maintained records of all hour worked by
20 Plaintiff and the other aggrieved employees, and other methods to be discovered.

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

24 **Failure to Pay Minimum Wages**

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

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

1 33. During the statute of limitations period, the hourly rates for Plaintiff and other aggrieved
2 employees were precisely at California minimum wage. Based on this common practice, Defendants
3 failed to pay Plaintiff and other aggrieved employees minimum wages for all hours worked by
4 requiring, permitting or suffering Plaintiff and other aggrieved employees to work off the clock, such
5 as requiring them to work through meal and rest breaks but not compensating them for this time, and
6 failing to include this time in all hours worked, and other methods to be discovered.

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

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

14 **[Cal. Lab. Code §§ 201 - 203]**

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

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

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

2 **[Cal. Lab. Code §§ 201 - 203]**

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

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

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

15 40. During the statute of limitations period, Defendants have willfully failed to pay accrued
16 wages and other compensation to Plaintiff and other aggrieved employees in accordance with
17 California Labor Code §§ 201 and 202. Defendants do not have a sufficient policy to provide Plaintiff
18 and other aggrieved employees with their final paychecks within the timeframes required under
19 California law. In addition, because Defendants have failed and continue to fail to properly compensate
20 Plaintiff and other aggrieved employees for all hours worked when due, overtime wages, and
21 compensation for non-compliant meal and rest breaks, improperly calculating the regular rate of pay
22 based upon nondiscretionary bonus payments and other remuneration, improperly rounding the hours
23 worked in favor of Defendants despite the fact that Defendants maintained records of all hour worked
24 by Plaintiff and the other aggrieved employees. Defendants have also willfully failed and continue to
25 fail to pay accrued wages and other compensation to Plaintiff and other aggrieved employees in
26 accordance with California Labor Code §§ 201 and 202.

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

2 **[Cal. Lab. Code § 226(a); § 7 of the Applicable IWC Wage Order]**

3 41. During the statute of limitations period, Defendants have routinely failed to provide
4 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
5 Defendants' pay stubs violate Labor Code § 226 on their face by, failing to list the applicable rates of
6 pay for regular and overtime hours worked by Plaintiff and aggrieved employees. Further, Defendants
7 were and are not providing Plaintiff and other aggrieved employees with proper meal periods and rest
8 breaks but intentionally fail to include in their wage statements one (1) additional hour of compensation
9 at their regular rates of pay for each non-compliant meal period or rest break which include but not
10 limited to, shift differentials, nondiscretionary bonuses, failing to pay all wages due to Defendants'
11 illegal rounding policies, etc. Moreover, Defendants' wage statements fail to list Defendants' full and
12 complete legal address for the legal entity that is the employer of Plaintiff and the other aggrieved
13 employees.

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

17 43. Plaintiff and other aggrieved employees suffered injury as a result of Defendants' failure
18 to provide timely and accurate itemized wage statements because it listed the incorrect employers, and
19 prevented them from discovering the scope and extent of Defendants' violations of California wage
20 and hour laws, prevented them from being able to determine the gross wages earned, the total hours
21 worked, all deductions made, the net wages earned, all applicable hourly rates in effect during each
22 pay period and the corresponding number of hours worked at each hourly rate, or even the name and
23 address of the legal entity that employed them at all times alleged herein.

24 **Failure to Maintain Required Records**

25 **[Cal. Lab. Code §§ 226(a), 1174(d); § 7 of the Applicable IWC Wage Order]**

26 44. During the statute of limitations period, as part of Defendants' illegal payroll policies
27 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
28 Defendants knowingly and intentionally failed to maintain records as required under California Labor

1 Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but not limited to the
2 following records: total daily hours worked by each employee; applicable rates of pay; all deductions;
3 meal periods; time records showing when each employee begins and ends each work period; and
4 accurate itemized statements. Defendants had knowledge that they were not providing their non-
5 exempt employees with proper meal and rest periods, but knowingly failed to include in the wage
6 statements one (1) extra hour of compensation for each missed meal and rest period. Defendants also
7 illegally and inaccurately recorded the time in which Plaintiff and other aggrieved employees worked.
8 Defendants have also failed to maintain accurate, itemized wage statements, failed to pay the regular
9 rate of pay based upon nondiscretionary bonus payments, etc., as alleged above.

10 **Failure to Provide Employment Records**

11 **[Labor Code §§ 226 and 1198.5 and IWC Wage Order No. 9-2001, § 7]**

12 45. California Labor Code §§ 226 and 1198.5 and IWC Wage Order No. 5-2001, § 7
13 require California employers to provide to copies of their personnel files and certain other
14 employment records upon their request.

15 46. On May 9, 2023, and on June 14, 2023, Plaintiff, through her counsel of record,
16 requested copies of these records from Defendants. Authorization forms, expressly permitting the
17 disclosure of these records to counsel, signed by Plaintiff, were submitted to Defendants along with
18 the request. No response was received from Defendants regarding the request for the payroll records
19 and personnel file.

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

21 **[Cal. Lab. Code § 2810.5]**

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

24
25 “(A) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week,
salary, piece, commission, or otherwise, including any rates for overtime, as applicable.

26 (B) Allowances, if any, claimed as part of the minimum wage, including meal or lodging
27 allowances.
28

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

3 (D) The name of the employer, including any “doing business as” names used by the employer.

4 (E) The physical address of the employer’s main office or principal place of business, and a
5 mailing address, if different.

6 (F) The telephone number of the employer.

7 (G) The name, address, and telephone number of the employer’s workers’ compensation
8 insurance carrier.

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

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

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

16 **FIRST CAUSE OF ACTION**

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

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

19 **(On Behalf of Plaintiff and the Aggrieved Employees Against Defendant)**

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

22 50. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §
23 2699(c), and a proper representative to bring a civil action on behalf of herself and other aggrieved
24 employees pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff
25 was employed by Defendants and one or more of the alleged California Labor Code violations was
26 committed against Plaintiff during the statute of limitations period.

27 51. A plaintiff has standing to represent all aggrieved employees for all of her asserted
28 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA, Inc.*
(2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been employed by the

1 violator and affected by 'one or more' of the alleged violations. (Sec. 2699, subds. (a), (c).)).

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

5 53. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
6 penalties from Defendants in a representative action for the violations set forth above, including but
7 not limited to, violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174,
8 1198.5, 1194, and 2810.5, and for the violations of the applicable IWC Wage Order alleged above.

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

12 a. Pursuant to California Labor Code § 226.3, for violations of California Labor
13 Code § 226(a), Defendants are subject to a civil penalty in the amount of two
14 hundred and fifty dollars (\$250) per aggrieved employee for the initial pay
15 period where a violation occurs and one thousand dollars (\$1,000) per
16 aggrieved employee for violations in subsequent pay periods.

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

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

24 56. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f) for
25 Defendants' violations of California Labor Code provisions for which a civil penalty is not specifically
26 provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226, 226.7, 558, 1197,
27 1198.5, 2810.5, et seq., and for the violations of the applicable IWC Wage Order alleged above.

28 57. All civil penalties sought and recovered under this action will be allocated as follows:

1 seventy-five (75) percent to the State of California and twenty-five (25) percent to Plaintiff and
2 aggrieved employees.

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

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays
7 for relief against Defendants, as follows:

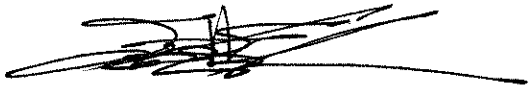
8 1. For civil penalties according to proof;

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

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

13 DATED: September 12, 2023

LAW OFFICE OF SCOTT ERNEST WHEELER

14
15 By: 

16 Scott Ernest Wheeler
Justin A. Wheeler

17 *Attorneys for Plaintiff and the other Aggrieved*
18 *Employees*
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

MAURA RAMIREZ, individually, and on behalf of all other aggrieved employees,

CASE NO.: **CIV SB 2322451**

vs.
KIMCO STAFFING SERVICES, 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:

Kimco Staffing Services, Inc.

14613 Bar Harbor Rd

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

Fontana

California

ADDRESS

CITY

STATE

92336

ZIP CODE

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

on **Septemer 12, 2023**

at **Claremont**

, California.



Signature of Attorney/Party



**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

Ramirez -v- Kimco Staffing Services INC et al

NOTICE OF TRIAL SETTING CONFERENCE and NOTICE OF CASE ASSIGNMENT

Case Number

CIVSB2322451

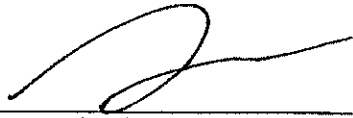
LAW OFFICE OF SCOTT ERNEST WHEELER
250 WEST FIRST STREET
SUITE 216
CLAREMONT CA 91711

This case has been assigned to: Jessica Morgan in Department S26 - SBJC for all purposes.

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

Hearing Date: 03/13/2024 at 8:30 AM in Department S26 - SBJC

Date: 9/15/2023

By: 

Raymond Rojas, Deputy Clerk

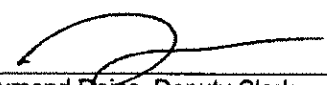
CERTIFICATE OF SERVICE

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: 9/15/2023

I declare under penalty of perjury that the foregoing is true and correct. Executed on 9/15/2023 at San Bernardino, CA.

By: 

Raymond Rojas, Deputy Clerk

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:
INITIAL TRIAL SETTING CONFERENCE STATEMENT			

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)