

COPY

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

SOUTHWEST PATROL, INC., a California Corporation, and DOES 1 through 10, inclusive.

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

BEATRIZ GONZALEZ, behalf of herself and all other "aggrieved employee", and on behalf of the general public,

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

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

NOV 27 2023

BY: Kayla Schuebel
Kayla Schuebel, Deputy

BY FAX

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

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

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): San Bernardino Justice Center
247 W 3rd St
San Bernardino, CA 92415

CASE NUMBER:
(Número del caso)
CIV SB 2328294

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

DATE: **NOV 27 2023** Clerk, by Kayla Schuebel, Deputy
(Fecha) (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 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

BY FAX

COPY

Roman Otkupman, CSBN 249423

Roman@OLFLA.com

Nidah Farishta, CSBN 312360

Nidah@OLFLA.com

OTKUPMAN LAW FIRM, A LAW CORPORATION

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Facsimile: (888) 850-1310

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

NOV 27 2023

BY: Kayla Schuebel
Kayla Schuebel, Deputy

Attorney for Plaintiff,

Beatriz Gonzalez, behalf of herself and all other "aggrieved employee", and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

BEATRIZ GONZALEZ, behalf of herself
and all other "aggrieved employee", and on
behalf of the general public,

Plaintiff,

vs.

SOUTHWEST PATROL, INC., a California
Corporation, and DOES 1 through 10,
inclusive.

Defendants.

CASE NO. CIV SB 2328294

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. PENALTIES PURSUANT TO
LABOR CODE SECTION 2699(f)
FOR VIOLATIONS OF LABOR
CODE §§ 226.7, 512, 558, 510, 1194,
1194.2, 226(a),(e), 201-203,
204(a)(b), 2802, 221, 210, 218, 6400,
6401, 6403, 6404, 6407, 8 CCR 3202

DEMAND FOR JURY TRIAL

Plaintiff Beatriz Gonzalez ("Plaintiff"), behalf of herself and all other "aggrieved employee", and on behalf of the general public complains of Defendants as follows:

I. INTRODUCTION

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

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

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

7 3. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-
8 exempt employees. As a result, employees are not properly compensated for work performance in
9 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a
10 workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of
11 Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per
12 week and do not receive overtime compensation at a rate of one and one half of their regular rate.
13 Plaintiff and Defendant's California employees were forced to work overtime and were not paid for
14 all hours worked including all straight time wages, and overtime wages. These failures to pay all
overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

15 4. Defendant violated Labor Code § 221 by collecting and/or receiving from Plaintiff
16 and Defendant's California employees, part of their wages. Defendants failed to issue Plaintiff and
17 Defendant's California employees accurately itemized wage statements. As Defendants failed to
18 compensate Plaintiff and Defendants' California employees with all wages due, as detailed above,
19 their wage statements failed to accurately state all gross wages earned, in violation of Labor Code §
20 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), and net wages earned, in
21 violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the
22 corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of
Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§
226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

23 5. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
24 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
25 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
26 Defendant's California employees, and the records maintained by Defendants, have not accurately

1 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
2 premiums, and total hour worked.

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

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

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

23 9. Defendants failed to continue to take precautions to ensure employee safety after the
24 onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome
25 coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant's California employees, directly after the
26 onset of COVID, were required to partake in mandatory temperature and health checks, but these
27 activities were not enforced or practiced quickly after the onset of COVID and when COVID was
28 still a health risk to the employees. Plaintiff and Defendant's California employees were also
required to provide their own masks at the workplace. As a result of these practices, Defendants have
violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe

1 and healthful environment for their Employees, as outlines above. Defendants are liable for civil
2 penalties pursuant to Cal. Labor Code § 2699 *et seq.*

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

9 11. Plaintiff, behalf of herself and all other "aggrieved employee", and on behalf of the
10 general public, brings this action pursuant to Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2,
11 226(a)(e), 201-203, 204(a)(b), 2802, 221, 210, 218, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202.

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

15 **II. PARTIES**

16 **A. PLAINTIFF**

17 13. Plaintiff Beatriz Gonzalez is a resident of San Bernardino, California. At all times
18 relevant herein, she was employed by Defendants in San Bernardino, California. Plaintiff was
19 employed by Defendants as a non-exempt, hourly employee in California, including in and around
20 the city of San Bernardino, County of San Bernardino. During Plaintiff's employment:

- 21 A. Plaintiff did not receive final wages at the time of her termination.
- 22 B. Plaintiff was required to work without meal and rest periods, nor compensation in lieu
23 thereof, as required by the Labor Code and relevant Wage Orders.
- 24 C. Plaintiff was required to work either in excess of eight hours per workday or in excess of
25 forty hours per workweek without receiving compensation at a rate of one and one half
26 the regular rate of pay.
- 27 D. Plaintiff was forced to receive inaccurately itemized and deficient wage statements, in
28 violation of Labor Code § 226(a).
- E. Plaintiff did not receive her compensation in accordance with Labor Code § 204 in that
Defendants failed to issues wages to its employees within seven (7) calendar days after
the pay period ended.

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

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

5 **B. DEFENDANTS**

6 14. Defendant Southwest Patrol, Inc., a California Corporation, doing business in San
7 Bernardino, California. It operates within the State of California. Defendant employed Plaintiff and
8 similarly situated employees within California. The violations alleged herein arose in San
Bernardino, California.

9 15. As used herein, the term "AGGRIEVED EMPLOYEES," and "DEFENDANTS'
10 CALIFORNIA EMPLOYEES," shall mean Defendant Southwest Patrol, Inc.'s non-exempt
11 employees.

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

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

22 **FACTUAL ALLEGATIONS**

23 18. Plaintiff and Defendant's California employees were routinely unable, and not
24 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-
25 minute meal break for every shift they worked. Specifically, Plaintiff and other California employees
26 were further forced to keep their cell phones on during their meal and rest breaks in case of
27 emergencies or to address the needs of Defendants' personnel. Moreover, Plaintiff and Defendant's

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

6 19. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-
7 exempt employees. As a result, employees are not properly compensated for work performance in
8 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a
9 workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of
10 Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per
11 week and do not receive overtime compensation at a rate of one and one half of their regular rate.
12 Plaintiff and Defendant's California employees were forced to work overtime and were not paid for
13 all hours worked including all straight time wages, and overtime wages. These failures to pay all
overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

14 20. Defendant violated Labor Code § 221 by collecting and/or receiving from Plaintiff
15 and Defendant's California employees, part of their wages. Defendants failed to issue Plaintiff and
16 Defendant's California employees accurately itemized wage statements. As Defendants failed to
17 compensate Plaintiff and Defendants' California employees with all wages due, as detailed above,
18 their wage statements failed to accurately state all gross wages earned, in violation of Labor Code §
19 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), and net wages earned, in
20 violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the
21 corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of
Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§
22 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

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

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

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

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

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

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

CAUSES OF ACTION

FIRST CAUSE OF ACTION

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

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

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

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

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

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

31. On September 18, 2023, Plaintiff sent a letter, by certified mail, return receipt requested, to the LWDA and Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit “A”**). Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of September 18, 2023. Plaintiff may therefore commence this action to seek penalties pursuant to Labor Code § 2698 *et seq.*

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

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

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

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

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

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

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

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

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

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

40. Plaintiff and Defendants' California employees were required to work off the clock for Defendant. Defendant routinely made Plaintiff and its California employees wait in line prior to clocking in.

41. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

42. As a result of the unlawful acts of Defendants in willfully failing to pay all wages, Plaintiff and Defendant's California employees have been deprived of wages in amounts to be determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys' fees, and costs pursuant to Labor Code § 1194 and liquidated damages pursuant to Labor Code § 1194.2.

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

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

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

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

10 46. Defendants knowingly and intentionally failed to provide timely, accurate, itemized
11 wage statements to Plaintiff and Defendant's California employees in accordance with Labor Code §
12 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
13 Defendant's California employees and the records maintained by Defendants, have not accurately
14 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
15 premiums, and total hour worked.

16 47. The wage statements provided to Plaintiff and all other aggrieved employees fail to
17 accurately itemize in wage statements total gross and net wages earned, and the total hours worked,
18 and all hourly rates in effect, for its employees. Defendants' violations of Labor Code § 226(a) are
19 knowing and intentional, and Plaintiff has suffered injury as a result of the receipt of defective wage
20 statements, thereby entitling her to penalties pursuant to Labor Code § 226(e).

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

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

26 49. At all times material herein, the California Labor Code Sections 201, 202, and
27 203 were in effect and binding on Defendants.

28 50. California Labor Code § 202 requires employers to pay employees all wages due
within seventy-two (72) hours of resignation. California Labor Code § 201 states in pertinent
part that "if an employer discharges an employee, the wages earned and unpaid at the time of
discharge are due and payable immediately." California Labor Code § 203 provides that if an

1 employer willfully fails to timely pay such wages the employer must, as penalty, continue to
2 pay the subject employee's wages until the back wages are paid in full or an action is
3 commenced. The penalty cannot exceed 30 days of wages.

4 51. Plaintiff was entitled to compensation for unpaid wages, but to date has not
5 received such compensation. Specifically, Defendants failed to pay Plaintiff all wages due to
6 Plaintiff at the time of her termination. Thus, since Defendants failed to promptly pay Plaintiff
7 all wages due to Plaintiff at the time of her termination, Defendants violated Section 201 of the
8 Labor Code and Plaintiff is therefore entitled to wages and penalties pursuant to Labor Code
9 Section 203.

10 52. More than 30 days have passed since Plaintiff's employment ended with
11 Defendants.

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

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

17 54. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
18 forth herein.

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

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

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

1 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

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

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

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

12 60. Plaintiff hereby incorporates preceding paragraphs of this Complaint as though
13 fully set forth herein.

14 61. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her
15 employee for all necessary expenditures or losses incurred by the employee in direct
16 consequence of the discharge of his or her duties."

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

27 63. Plaintiff is entitled to reimbursement for these necessary expenditures, plus
28 interest and attorneys' fees and cost, under Labor Code § 2802.

64. Plaintiff also requests relief as described below.

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**ALLEGATIONS AS TO UNLAWFUL DEDUCTION IN VIOLATION OF
CALIFORNIA LABOR CODE § 221**

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

66. Defendant violated Labor Code § 221 by collecting and/or receiving from Plaintiff and Defendant's California employees, part of their wages.

67. Plaintiff also requests relief as described below.

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

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

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

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

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**ALLEGATIONS AS TO FAILURE TO PROVIDE PLACE OF EMPLOYMENT
THAT IS SAFE AND HEALTHFUL IN VIOLATION OF
(LABOR CODE §§ 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202)**

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

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

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

74. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any place of employment that is not safe and healthful. Cal. Labor Code § 6407 provides that every employer and every employee shall comply with occupational safety and health standards, with Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant to this division which are applicable to her own actions and conduct. Defendants failed to continue to take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1). “COVID-19” means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff, directly after the onset of COVID, were required to partake in mandatory temperature and health checks, but these activities were not enforced or practiced quickly after the onset of COVID and when COVID was still a health risk to Plaintiff and Defendant’s California employees. Plaintiff and Defendant’s California employees was also required to provide their own masks at the workplace.

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

///

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For a money judgment representing compensatory damages including lost wages, earnings, retirement benefits and other employee benefits, and all other sums of money, together with interest on these amounts, according to proof;
2. For penalties pursuant to Labor Code § 226(e) for Plaintiff and all other aggrieved employees;
3. For penalties pursuant to Labor Code § 226.7 for Plaintiff and all other aggrieved employees;
4. For penalties pursuant to Labor Code § 1194.2 for Plaintiff and all other aggrieved employees;
5. For penalties pursuant to Labor Code § 204(b) for Plaintiff and all other aggrieved employees;
6. For penalties pursuant to Labor Code § 2802 for Plaintiff and all other aggrieved employees;
7. For penalties pursuant to Labor Code § 210 for Plaintiff and all other aggrieved employees;
8. For penalties pursuant to Labor Code § 221 for Plaintiff and all other aggrieved employees;
9. For penalties pursuant to Labor Code § 6400 for Plaintiff and all other aggrieved employees;
10. For penalties and other relief pursuant to Labor Code § 2698 et seq. for Plaintiff and all other aggrieved employees;
11. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1);
12. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1);
13. An award of prejudgment and post-judgment interest;
14. An award providing for payment of costs of suit; and
15. Such other and further relief as this Court may deem just and proper.

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1 Dated: November 22, 2023

OTKUPMAN LAW FIRM,
A Law Corporation

2
3
4 By: 

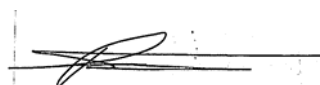
5 ROMAN OTKUPMAN
6 Attorneys for Plaintiff

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

9 Dated: November 22, 2023

OTKUPMAN LAW FIRM,
A Law Corporation

10
11
12 By: 

13 ROMAN OTKUPMAN
14 Attorneys for Plaintiff

EXHIBIT A

OTKUPMAN LAW FIRM, A LAW CORPORATION

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

September 18, 2023

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

Southwest Patrol, Inc.
1800 E Lambert Rd Ste 155
Brea, CA 92821
Defendant certified mail # 7022 3330 0001 1018 8865

VIA CERTIFIED MAIL

Agent for Service of Process
John Stirn
1800 E Lambert Rd Ste 155
Brea, CA 92821
Agent certified mail # 7022 3330 0001 1018 8872

VIA CERTIFIED MAIL

Southwest Patrol, Inc.
20123 Harvill Ave
Perris, CA 92570
Defendant certified mail # 7022 3330 0001 1018 8889

VIA CERTIFIED MAIL

Southwest Patrol, Inc.
473 E. Carnegie Dr Ste 266
San Bernardino, CA 92408
Defendant certified mail # 7022 3330 0001 1018 8896

Re: ***Beatriz Gonzalez v. Southwest Patrol, Inc. – Labor Code Violations of Southwest Patrol, Inc. – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Beatriz Gonzalez (“Plaintiff”), a former California employee of Southwest Patrol, Inc. (“Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

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

Plaintiff began working for Defendants in or around May 2023. While working for Defendant as a Patrol Agent, Plaintiff was earning fifteen dollars (\$15.00) per hour.

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

Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant’s California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Defendant violated Labor Code § 221 by collecting and/or receiving from Plaintiff and Defendant’s California employees, part of their wages.

Defendants failed to issue Plaintiff and Defendant’s California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants’ California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5), and all

applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

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

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

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

Defendant failed to reimburse Plaintiff and Defendant's California employees for the equipment they purchased to perform work for Defendant such as face masks. Moreover, Defendant failed to reimburse Plaintiff and Defendant's California employees for their uniforms and uniform maintenance. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

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

a safe and healthful environment for their Employees, as outlines above. Defendants are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et seq.*

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

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

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

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

ROMAN OTKUPMAN

COPY

CM-010

FOR COURT USE ONLY

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

Roman Otkupman, Esq. Bar No. 249423; Nidah Farishta, Esq. Bar No. 312360
 Otkupman Law Firm, ALC
 5743 Corsa Ave, Suite 123
 Westlake Village, CA 91362

TELEPHONE NO.: (818) 293-5623

FAX NO.: (888) 850-1310

ATTORNEY FOR (Name): Plaintiff Jose Soto

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino

STREET ADDRESS: 247 W 3rd St

MAILING ADDRESS:

CITY AND ZIP CODE: San Bernardino, CA 92415

BRANCH NAME: San Bernardino Justice Center

CASE NAME:

Beatriz Gonzalez v. Southwest Patrol, Inc.

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN BERNARDINO

NOV 27 2023

BY: 
 Kayla Schuebel, Deputy

CASE NUMBER: CIV SB 2328294

JUDGE:

DEPT:

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)

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

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

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☒ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

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

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

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

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

4. Number of causes of action (specify): One (1)

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

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

Date: November 22, 2023

Roman Otkupman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

BY FAX

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

COPY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

Beatriz Gonzalez

CASE NO.:

CIV SB 2328294

vs.

CERTIFICATE OF ASSIGNMENT

Southwest Patrol, Inc.

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.

BY FAX

The undersigned declares that the above-entitled matter is filed for proceedings in the
SAN BERNARDINO District of the Superior Court under Rule 404 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 the district 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 REPRESENTATIVE ACTION | |
| ☐ | 21. THIS FILING WOULD | NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT |

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

Defendant - Southwest Patrol, Inc.

473 E. Carnegie Dr., Ste 266

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

ADDRESS

San Bernardino

CA

92408

CITY

STATE

ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed
on November 22, 2023 at Westlake Village, CA, California


Signature of Attorney/Party

CERTIFICATE OF ASSIGNMENT



**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

Gonzalez -v- Southwest Patrol, Inc. et al

NOTICE OF TRIAL SETTING CONFERENCE and NOTICE OF CASE ASSIGNMENT

Case Number

CIVSB2328294

Otkupman Law Firm
5743 Corsa AVE
STE 123
Westlake Village CA 91362

This case has been assigned to: Winston Keh 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: 05/28/2024 at 8:30 AM in Department S33 - SBJC

Date: 11/27/2023

By: Kayla Schuebel, 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: 11/27/2023

I declare under penalty of perjury that the forgoing is true and correct. Executed on 11/27/2023 at San Bernardino, CA.

By: Kayla Schuebel, Deputy Clerk

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

- Party or parties** (answer one):
 - ☐ This statement is submitted by party (*name*):
 - ☐ This statement is submitted jointly by parties (*names*):
- Service of Complaint** on all parties has ☐ has not ☐ been completed.
- Service of Cross-Complaint** on all parties has ☐ has not ☐ been completed.
- Description of case** in Complaint:
- Description of case** in Cross-Complaint:
- Has all discovery been completed: Yes ☐ No ☐ Date discovery anticipated to be completed: _____
- Do you agree to mediation? Yes ☐ No ☐ Please check type agreed to: Private: _____ Court-sponsored: _____
- 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: _____
- Other issues:**

☐ The following additional matters are requested to be considered by the Court:
- 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):
- 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)