

SUM-100

SUMMONS
(CITACION JUDICIAL)

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

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

HERITAGE PLASTERING, INC., a California corporation; and DOES 1 to 25, inclusive,

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

ULISES EFRAIN SANDOVAL, as an "aggrieved employee" on behalf of himself and other similarly situated "aggrieved employees"

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 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 Orange
Civil Complex Center
751 West Santa Ana Blvd., Santa Ana, CA 92701

CASE NUMBER: (Número del Caso):

30-2024-01376278-CU-OE-CXC

Judge Melissa R. McCormick

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):

Maralle Messrelian, Esq., MM LAW APC; 500 N. Central Ave., Suite 840, Glendale, CA 91203, 818-810-7747

DATE:

(Fecha) 01/29/2024

DAVID H. YAMASAKI, Clerk of the Court

Clerk, by

(Secretario)

G. Ramirez

, Deputy

(Adjunto)

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

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

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):



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Assigned for All Purposes

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Judge Melissa R. McCormick

Glendale, CA 91203

Telephone (818) 810-7747

CX-104

Facsimile (818) 230-9018

Attorneys for Plaintiff,

ULISES EFRAIN SANDOVAL, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

(UNLIMITED JURISDICTION)

ULISES EFRAIN SANDOVAL, as an
“aggrieved employee” on behalf of himself and
other similarly situated “aggrieved employees”
under the Labor Code Private Attorneys
General Act of 2004,

Case No. 30-2024-01376278-CU-OE-CXC

**COMPLAINT FOR VIOLATIONS
OF THE LABOR CODE AND CIVIL
PENALTIES UNDER THE LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004, LABOR
CODE §§ 2698, ET SEQ.**

Plaintiff,

vs.

HERITAGE PLASTERING, INC., a California
corporation; and DOES 1 to 25, inclusive,

JURY TRIAL DEMANDED

Defendants.

1 Plaintiff, ULISES EFRAIN SANDOVAL (hereafter “Plaintiff”), on behalf of himself, the
2 State of California, and the other Aggrieved Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action under the Labor Code Private Attorneys
5 General Act of 2004, § 2698, *et seq.* (“PAGA”) based on alleged violations of the California
6 Labor Code and Industrial Welfare Commission Order No. 16-2001 (hereafter “the Wage
7 Order”), against Defendants HERITAGE PLASTERING, INC., a California corporation, and
8 DOES 1 to 25, inclusive (collectively “HERITAGE PLASTERING” or “Defendants”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
10 him, the State of California, and the Aggrieved Employees (defined below), for civil penalties
11 and other related relief. These claims are based on Defendants’ failures to: 1) pay all wages,
12 including minimum, regular, overtime, and doubletime wages earned for all hours worked at the
13 correct rates of pay; 2) provide meal periods or pay correctly-calculated premium wages in lieu
14 thereof; 3) authorize and permit rest periods or pay correctly-calculated premium wages in lieu
15 thereof; 4) indemnify for business expenses; 5) issue only accurate and complete itemized wage
16 statements; 6) timely pay wages during employment; 7) timely pay wages upon separation from
17 employment; and 8) maintain accurate employment records. Accordingly, Plaintiff now seeks to
18 recover civil penalties and related relief through this representative action.

19 **JURISDICTION AND VENUE**

20 3. Jurisdiction and Venue are proper in this Court and this action is properly filed in
21 the County of Orange in this judicial district because Defendants HERITAGE PLASTERING,
22 INC. and DOES 1 to 25, inclusive, do business in the County of Orange and because Defendants’
23 obligations and liabilities arise therein, and because the work that was performed by Plaintiff and
24 the Aggrieved Employees in the County of Orange is the subject of this action. Moreover, the
25 aggregate claims of Plaintiff and the Aggrieved Employees, inclusive of all relief, place more
26 than \$25,000 in controversy.

27 **THE PARTIES**

28 4. Plaintiff ULISES EFRAIN SANDOVAL is resident of Orange County, California.

1 5. Defendant HERITAGE PLASTERING, INC. is a corporation organized and
2 existing under the laws of California and as such, a citizen of California based on Plaintiff's
3 information and belief.

4 6. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
5 participation in the conduct alleged herein of the Defendants sued as DOES 1-25, inclusive, but
6 is informed and believes and thereon alleges that said Defendants are legally responsible for the
7 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
8 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
9 when ascertained.

10 7. The "Aggrieved Employees" are all individuals the Defendants have employed or
11 otherwise contracted with in California as hourly, non-exempt employees, during the period
12 beginning one year before the Plaintiff's notice of November 1, 2023 to the California Labor and
13 Workforce Development Agency ("LWDA") and ending on the date judgment is entered.

14 8. Plaintiff is informed and believes and thereon alleges that, at all relevant times
15 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
16 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
17 and scope of such agency or employment, and with the approval and ratification of each of the
18 other Defendants.

19 9. At all relevant times, in perpetrating the acts and omissions alleged herein,
20 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
21 of a practice which resulted in Defendants not paying Plaintiff and the other Aggrieved
22 Employees in accordance with applicable California labor laws as alleged herein.

23 10. Plaintiff is informed and believes and thereon alleges that each and every one of
24 the acts and omissions alleged herein were performed by, and/or attributable to, all Defendants,
25 each acting as agents and/or employees, and/or under the direction and control of each of the other
26 defendants, and that said acts and failures to act were within the course and scope of said agency,
27 employment, and/or direction and control.

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1 **FACTUAL ALLEGATIONS**

2 11. IWC Wage Order 16-2001 (“the Wage Order”) applies to “all job classifications
3 associated with construction, including but not limited to work involving alteration, demolition,
4 building, excavation, renovation, remodeling, maintenance, improvement, and repair work, by
5 the California Business and Professions Code, Division 3, Chapter 9, Sections 7025 et seq., and
6 any other similar or related occupations or trades. (§ 2(C)). At all relevant times during the
7 applicable limitations period, HERITAGE PLASTERING, Plaintiff, and the Aggrieved
8 Employees were covered by the Wage Order because Plaintiff and all of the Aggrieved
9 Employees worked for HERITAGE PLASTERING as laborers and in similar occupations
10 associated with construction. Accordingly, Plaintiff and the Aggrieved Employees are entitled to
11 the protections provided under the Wage Order.

12 12. HERITAGE PLASTERING first began to employ Plaintiff as a laborer on or July
13 20, 2018. Plaintiff generally worked Monday through Friday from approximately 7:00 a.m. to
14 3:30/4:00 p.m. Plaintiff’s employment ended on or around September 19, 2023.

15 13. At all relevant times, HERITAGE PLASTERING issued wages to Plaintiff and all
16 of the other Aggrieved Employees on a weekly basis and paid them by the hour. Plaintiff’s latest
17 of pay was approximately \$23.75 per hour. At all relevant times, Plaintiff and all of the other
18 Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code
19 and the Wage Order.

20 14. HERITAGE PLASTERING failed to pay Plaintiff and the other Aggrieved
21 Employees for all time worked or subject to its control. This is so because the company had a
22 policy of rounding down the number of hours worked, resulting in “time shaving” and further
23 resulting in Plaintiff and the Aggrieved Employees not being paid for all hours worked, including
24 the minimum wage. The company actually did not have a formal timekeeping system and Plaintiff
25 never clocked in/clocked out nor did he sign any time sheets throughout his employment. In
26 addition, to the extent employees worked through their meal periods and those meal periods were
27 interrupted, they were not compensated for that time, which would be akin to a minimum wage
28 violation. Furthermore, HERITAGE PLASTERING ownership/management would often speak

1 to or call Plaintiff and the other Aggrieved Employees about work-related matters before the start
2 of their shifts or after their shifts had ended. Plaintiff would consistently receive calls/texts from
3 supervisor Ramon Acosta, regarding his work schedule, job locations, and tasks. Additionally,
4 the company did not compensate Plaintiff and others for travel time to the different job locations.
5 Finally, HERITAGE PLASTERING required Plaintiff and the other employees to bring their own
6 personal tools and did not pay Plaintiff and others twice the minimum wage rate in violation of
7 Wage Order 16-2001, section 8(B).

8 15. HERITAGE PLASTERING failed to pay Plaintiff and the Aggrieved Employees
9 properly-calculated overtime wages even though they worked more than 8 hours per day and/or
10 40 hours per week throughout their employment. Plaintiff's and the Aggrieved Employees' actual
11 work hours (including the "off the clock" hours mentioned above) entitled them to overtime
12 compensation. However, HERITAGE PLASTERING did not compensate Plaintiff and the
13 Aggrieved Employees with the correct amount of overtime. It was not company policy to keep
14 accurate track of all hours worked and to pay employees the accurate amount of overtime,
15 especially since the "off the clock" work was not factored into the equation. Furthermore, any
16 incentive payments and/or bonus payments were not factored into employees' regular rate of pay
17 for purposes of deciphering the correct overtime rate of pay. In addition, any bonus and/or
18 incentive payments were not factored into the correct sick pay wages and meal and rest break
19 premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

20 16. HERITAGE PLASTERING failed to provide all compliant meal periods and
21 authorize and permit all compliant rest periods to which Plaintiff and the other Aggrieved
22 Employees were entitled. Plaintiff and the other Aggrieved Employees were entitled to take off-
23 duty, uninterrupted 30-minute meal periods before the fifth and tenth hours of work and to take
24 uninterrupted 10-minute rest periods for every four hours or major fraction thereof worked. Due
25 to the workload, Plaintiff would not be able to take timely, uninterrupted meal periods before the
26 5th or 10th hour worked. Although Plaintiff would begin his work shift at 7:00 a.m., due to the
27 workload and pressure from management, he could not take his meal breaks until 12:30 p.m., or
28 later. On information and belief, HERITAGE PLASTERING did not keep track of Plaintiff's and

1 the Aggrieved Employees' meal periods. Per *Donohue v. AMN Services, LLC*, (2021) 11 Cal.5th
2 58, where time records do not facially show an employee took a compliant meal period, a
3 rebuttable presumption arises that the employer failed to provide it, giving rise to a meal period
4 violation. Similarly, Plaintiff and the other Aggrieved Employees were not able to take their 10-
5 minute rest breaks due to the workload. Plaintiff never took his rest breaks. As such, the culture
6 as well as the policies and procedures of HERITAGE PLASTERING did not lend itself to the
7 employees receiving consistent statutory rest breaks wherein they were relieved of all work duties.
8 The environment at HERITAGE PLASTERING was not conducive to receiving multiple
9 statutory rest breaks under California law and timely, statutory rest breaks were not authorized or
10 enforced. Moreover, when Plaintiff and the other Aggrieved Employees took their meal periods,
11 HERITAGE PLASTERING management/staff would interrupt them with questions about work
12 related matters or their meal periods were cut short due to their workload. On information and
13 belief, HERITAGE PLASTERING did not provide premium wages for these meal and rest break
14 violations; if HERITAGE PLASTERING did provide premium wages, they were not paid at the
15 correct rate, as explained above.

16 17. HERITAGE PLASTERING failed to reimburse Plaintiff and the other Aggrieved
17 Employees for business expenses they incurred in direct consequence of the discharge of their
18 duties. HERITAGE PLASTERING required Plaintiff and the Aggrieved Employees to use their
19 own personal cell phones to communicate with ownership/management concerning work matters,
20 as well as use their own personal tools (including, but not limited to, aluminum plaster rulers,
21 spatulas, and hard sponges), and personal vehicles for work purposes. However, HERITAGE
22 PLASTERING did not reimburse Plaintiff and the other Aggrieved Employees for these mobile
23 phone, tools, and gas/mileage expenses. Accordingly, HERITAGE PLASTERING was in
24 violation of California Labor Code sections 2800 and 2802.

25 18. HERITAGE PLASTERING failed to pay its employees all wages due to them
26 within any time period specified by California Labor Code section 204, including the minimum
27 wages and overtime as described above as well as meal/rest break premiums.

28 19. HERITAGE PLASTERING did not provide Plaintiff and the other Aggrieved

1 Employees accurate, itemized wage statements in violation of Labor Code 226. Wage statements
2 must include all hours worked, overtime hours worked, all applicable hourly rates, the correct
3 legal name and correct address of employer entity, gross wages earned, all deductions, net wages
4 earned, reimbursement for business expenses, the correct start and end of the applicable pay
5 period, the employee ID numbers or social security numbers, among other items. Labor Code §
6 226(a)(2). HERITAGE PLASTERING's failure to maintain accurate records as to the hours
7 worked daily by employees also constitutes a violation of Labor Code section 1174(d).

8 20. Finally, because HERITAGE PLASTERING did not properly pay all wages
9 earned as explained herein, HERITAGE PLASTERING also failed to pay final wages owed to
10 the Aggrieved Employees in violation of Labor Code section 203. These earned but unpaid wages
11 include minimum wages and compensation for all hours worked, overtime compensation,
12 premium pay for missed meal and rest breaks, and business expense reimbursement, among
13 others.

14 21. HERITAGE PLASTERING has also violated Labor Code section 558 and
15 engaged in business practices which violate Business and Professions Code Section 17200.

16 22. Accordingly, Plaintiff now seeks civil penalties on behalf of himself and the
17 Aggrieved Employees based on Defendants' alleged violations of the California Labor Code and
18 the Wage Order.

19 **FIRST (AND ONLY) CAUSE OF ACTION**

20 **CIVIL PENALTIES**

21 **(Lab. Code §§ 2698, *et seq.*)**

22 **(By Plaintiff, on behalf of himself and the other Aggrieved Employees, against all**
23 **Defendants)**

24 23. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

25 24. At all relevant times, Plaintiff and the Aggrieved Employees have been non-
26 exempt employees entitled to the protections of both the Labor Code and the Wage Order.

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1 **A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT**
2 **THE CORRECT RATES OF PAY**

3 25. Section 2(J) of the Wage Order defines “hours worked” as “the time during which
4 an employee is subject to the control of an employer, and includes all the time the employee is
5 suffered or permitted to work, whether or not required to do so.”

6 26. Section 3 of the Wage Order states:

7 The following overtime provisions are applicable to employees 18 years of age or
8 over and to employees 16 or 17 years of age who are not required by law to attend
9 school and are not otherwise prohibited by law from engaging in the subject work.
10 Such employees shall not be employed more than eight (8) hours in any workday
11 or more than 40 in a workweek unless the employee receives one and one half
12 (1½) times such employee’s regular rate of pay for all hours worked over 40 hours
13 in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment
14 beyond eight (8) hours in any workday or more than six (6) days in any workweek
15 is permissible provided the employee is compensated for such overtime at not less
16 than:

- 13 (a) One and one-half (1½) times the employee’s regular rate of pay for all
14 hours worked in excess of eight (8) hours up to and including twelve (12)
15 hours in any workday, and for the first eight (8) hours worked on the
16 seventh (7th) consecutive day of work in a workweek;
- 16 (b) Double the employee’s regular rate of pay for all hours worked in excess
17 of 12 hours in any workday and for all hours worked in excess of eight (8)
18 hours on the seventh (7th) consecutive day of work in a workweek.
- 18 (c) The overtime rate of compensation required to be paid to a nonexempt
19 full-time salaried employee shall be computed by using the employee’s
20 regular hourly salary as one fortieth (1/40) of the employee’s weekly
21 salary.

21 27. Section 4 of the Wage Order requires an employer to pay non-exempt employees
22 at least the minimum wage set forth therein for all hours worked, which consists of all hours that
23 an employer has actual or constructive knowledge that employees are working.

24 28. Labor Code section 510 states:

25 Eight hours of labor constitutes a day’s work. Any work in excess of eight hours
26 in one workday and any work in excess of 40 hours in any one workweek and the
27 first eight hours worked on the seventh day of work in any one workweek shall be
28 compensated at the rate of no less than one and one-half times the regular rate of
pay for an employee. Any work in excess of 12 hours in one day shall be
compensated at the rate of no less than twice the regular rate of pay for an
employee. In addition, any work in excess of eight hours on any seventh day of a

workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

29. Labor Code section 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

30. Labor Code section 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

31. Labor Code section 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

32. In conjunction, these provisions of the Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including unrecorded hours when the employer knew or reasonably should have known that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.)

33. At all relevant times during the applicable limitations period, Defendants failed to compensate Plaintiff and the Aggrieved Employees for all hours worked, including, but not limited to overtime wages for all overtime hours they worked at the correct rates of pay.

34. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants' failure to compensate Plaintiff and the other Aggrieved Employees for all hours worked as required by California law.

B. FAILURE TO PROVIDE MEAL PERIODS

35. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

36. In relevant part, In relevant part, California Labor Code § 512 states:

An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total

1 work period per day of the employee is no more than six hours, the
2 meal period may be waived by mutual consent of both the
3 employer and employee.

4 An employer shall not employ an employee for a work period of
5 more than 10 hours per day without providing the employee with
6 a second meal period of not less than 30 minutes, except that if the
7 total hours worked is no more than 12 hours, the second meal
8 period may be waived by mutual consent of the employer and the
9 employee only if the first meal period was not waived.

10 37. In relevant part, Section 11 of the Wage Order states:

11 Meal Periods:

- 12 (A) No employer shall employ any person for a work period of
13 more than five (5) hours without a meal period of not less than
14 30 minutes, except that when a work period of not more than
15 six (6) hours will complete the day's work the meal period may
16 be waived by mutual consent of the employer and employee.
17 Unless the employee is relieved of all duty during a 30 minute
18 meal period, the meal period shall be considered an "on duty"
19 meal period and counted as time worked. An "on duty" meal
20 period shall be permitted only when the nature of the work
21 prevents an employee from being relieved of all duty and when
22 by written agreement between the parties an on-the-job paid
23 meal period is agreed to. The written agreement shall state that
24 the employee may, in writing, revoke the agreement at any
25 time.
- 26 (B) If an employer fails to provide an employee a meal period in
27 accordance with the applicable provisions of this Order, the
28 employer shall pay the employee one (1) hour of pay at the
employee's regular rate of compensation for each work day that
the meal period is not provided.

38. In relevant part, California Labor Code § 226.7 states:

- (b) An employer shall not require an employee to work during
a meal or rest period mandated pursuant to an applicable
statute, or applicable regulation, standard, or order of the
Industrial Welfare Commission, the Occupational Safety
and Health Standards Board, or the Division of
Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal period
or rest period in accordance with a state law, including, but

not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

39. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Aggrieved Employees were entitled to uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than 10 hours in a workday.

40. Defendants intentionally failed to provide Plaintiff and the Aggrieved Employees with all required timely 30-minute meal periods free from any work duties in accordance with the Wage Order.

41. At all relevant times, Defendants failed to provide Plaintiff and the Aggrieved Employees with all timely and uninterrupted meal periods. Furthermore, Defendants failed to pay premium wages for days on which they failed to provide Plaintiff and the other Aggrieved Employees with timely meal periods.

42. Plaintiff is informed and believes and thereon alleges that, at all relevant times within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy which resulted in Defendants not providing the and the Aggrieved Employees with all off-duty meal periods required by California law.

C. FAILURE TO AUTHORIZE AND PERMIT REST BREAKS

43. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

44. In relevant part, Section 12 of the Wage Order states:

Rest Periods:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of

each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

45. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

46. Pursuant to the Wage Order, Plaintiff and the Aggrieved Employees were entitled to be authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

47. Defendants intentionally failed to authorize and permit Plaintiff and the Aggrieved Employees to take all 10-minute rest periods free from any work duties in accordance with the Wage Order.

48. At all relevant times, Defendants failed to authorize and permit Plaintiff and the Aggrieved Employees to take all timely rest periods. Furthermore, Defendants failed to pay premium wages to Plaintiff and the Aggrieved Employees for days on which they failed to

1 authorize and permit Plaintiff and the other Aggrieved Employees to take timely rest periods.

2 49. At all relevant times, due to high workload, Defendants failed to authorize and
3 permit Plaintiff and the Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every
4 four hours worked or major fraction thereof. Defendants did not seek an exemption from the rest
5 period protections of the Wage Order from the California Division of Labor Standards
6 Enforcement. Moreover, Defendants failed to pay Plaintiff and the Aggrieved Employees
7 premium wages on workdays they failed to authorize and permit them to take 10-minute rest
8 periods every four hours worked or major fraction thereof.

9 50. Plaintiff is informed and believes and thereon alleges that, at all relevant times
10 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
11 which resulted in Defendants not authorizing and permitting Plaintiff and the Aggrieved
12 Employees to take all rest breaks required by California law.

13 **D. FAILURE TO INDEMNIFY**

14 51. In pertinent part, California Labor Code section 2802(a) states, “An employer shall
15 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
16 consequence of the discharge of his or her duties.”

17 52. Labor Code section 1198 prohibits employers from employing their employees
18 under conditions prohibited by the Wage Order.

19 53. At all relevant times during the applicable limitations period, as a condition for
20 employment, Defendants required Plaintiff and the Aggrieved Employees to incur certain
21 business expenses. These costs include, but are not limited to, use of their own personal vehicles,
22 tools, and use of personal cell phones to communicate with management concerning work
23 matters. However, Defendants did not reimburse Plaintiff and the others for these business
24 expenses.

25 54. Therefore, Defendants failed to indemnify Plaintiff and the Aggrieved Employees
26 for expenditures incurred as a direct consequence of discharging their duties in violation of
27 California Labor Code sections 2800 and 2802.

28 55. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
Defendants maintained a policy and/practice, or lack thereof, which resulted in Defendants’
failure to indemnify Plaintiff and the Aggrieved Employees for the reasonable expenses they
incurred during the course of performing their duties.

1 **E. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE**
2 **STATEMENTS**

3 56. Pursuant to California Labor Code § 226(a), Plaintiff and the Aggrieved
4 Employees were entitled to receive, bi-weekly or at the time of each payment of wages, an
5 accurate itemized statement showing: a) gross wages earned; b) net wages earned; c) all applicable
6 hourly rates in effect during the pay period; and d) the corresponding number of hours worked at
each hourly rate by the employee.

7 57. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury
8 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if
9 the employer fails to provide accurate and complete information as required by California Labor
10 Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement
11 alone one or more of the following:

12 A. The amount of the gross wages or net wages paid to the employee during
13 the pay period or any of the other information required to be provided on the itemized wage
14 statement pursuant to California Labor Code § 226(a);

15 B. Which deductions the employer made from gross wages to determine the
16 net wages paid to the employee during the pay period;

17 C. The name and address of the employer and, if the employer is a farm labor
18 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
and address of the legal entity that secured the services of the employer during the pay period;

19 D. The name of the employee and only the last four digits of his or his social
20 security number or an employee identification number other than a social security number; and

21 E. The number of piece-rate units earned and the piece rate.

22 58. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
23 means a reasonable person would be able to readily ascertain the information without reference
24 to other documents or information.

25 59. As alleged herein, at all relevant times during the applicable limitations period,
26 Defendants violated California Labor Code section 226 because they did not properly and
27 accurately itemize each employee’s gross wages earned, net wages earned, the total hours worked,
28 the corresponding number of hours worked at each rate by the employee and other requirements
of California Labor Code section 226. Defendants failed to state in the wage statements they

1 issued to Plaintiff and the other Aggrieved Employees all their hours worked and wages earned,
2 including, but not limited to, regular and overtime wages for work they performed off-the-clock
3 (as described above).

4 60. Defendants' failure to provide Plaintiff and the other Aggrieved Employees with
5 accurate wage statements was knowing and intentional. Defendants had the ability to provide
6 Plaintiff and the other Aggrieved Employees with accurate wage statements but intentionally
7 provided wage statements that Defendants knew were not accurate.

8 61. As a result of being provided with inaccurate wage statements by Defendants,
9 Plaintiff and the other Aggrieved Employees have suffered injury. Their legal rights to receive
10 accurate wage statements were violated and they were misled about the amount of wages they
11 had actually earned and were owed. In addition, the absence of accurate information on their wage
12 statements prevented immediate challenges to Defendants' unlawful pay practices, has required
13 discovery and mathematical computations to determine the amounts of wages owed, has caused
14 difficulty and expense in attempting to reconstruct time and pay records and/or has led to the
15 submission of inaccurate information about wages to state and federal government agencies.
16 Further, Plaintiff and the other Aggrieved Employees were not able to ascertain from the wage
17 statements whether Defendants complied with their obligations under California Labor Code
18 section 226(a).

19 **F. UNTIMELY WAGES DURING EMPLOYMENT**

20 62. Labor Code § 204 states:

- 21 (a) All wages, other than those mentioned in Section 201,
22 201.3, 202, 204.1, or 204.2, earned by any person in any
23 employment are due and payable twice during each
24 calendar month, on days designated in advance by the
25 employer as the regular paydays. Labor performed
26 between the 1st and 15th days, inclusive, of any calendar
27 month shall be paid for between the 16th and the 26th day
28 of the month during which the labor was performed, and
labor performed between the 16th and the last day,
inclusive, of any calendar month, shall be paid for
between the 1st and 10th day of the following month. ...
- (b) (1) Notwithstanding any other provision of this
section, all wages earned for labor in excess of the normal
work period shall be paid no later than the payday for the
next regular payroll period.

1 (2) An employer is in compliance with the
2 requirements of subdivision (a) of Section 226
3 relating to total hours worked by the employee, if
4 hours worked in excess of the normal work period
5 during the current pay period are itemized as
6 corrections on the paystub for the next regular pay
7 period. Any corrections set out in a subsequently
8 issued paystub shall state the inclusive dates of
9 the pay period for which the employer is
10 correcting its initial report of hours worked.

11 (c) However, when employees are covered by a collective
12 bargaining agreement that provides different pay
13 arrangements, those arrangements shall apply to the
14 covered employees.

15 (d) The requirements of this section shall be deemed satisfied
16 by the payment of wages for weekly, biweekly, or
17 semimonthly payroll if the wages are paid not more than
18 seven calendar days following the close of the payroll
19 period.

20 63. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all
21 hours worked at the correct rates of pay, including overtime. Defendants failed to provide Plaintiff
22 and the Aggrieved Employees with all meal and rest periods in compliance with California laws.
23 Defendants also failed to provide Plaintiff and the Aggrieved Employees with all premium wages
24 on workdays they failed to provide them with one or more meal or rest periods in compliance
25 with California laws. As a result, Defendants failed to timely pay all earned minimum, overtime,
26 and premium wages due during employment within the time periods set by California Labor Code
27 section 204.

28 **G. UNTIMELY FINAL WAGES**

64. Labor Code § 201 provides that all earned and unpaid wages of an employee who
is discharged are due and payable immediately at the time of discharge.

65. Labor Code § 202 provides that all earned and unpaid wages of an employee who
quits after providing at least 72-hours notice before quitting are due and payable at the time of
quitting and that all earned and unpaid wages of an employee who quits without providing at least
72-hours notice before quitting are due and payable within 72 hours.

1 66. By failing to pay earned minimum and premium wages to Plaintiff and the
2 Aggrieved Employees, Defendants failed to timely pay them all earned and unpaid wages in
3 violation of Labor Code § 201 or § 202.

4 67. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
5 and the Aggrieved Employees all of their earned and unpaid wages (described above) have been
6 willful in that, at all relevant times, Defendants have deliberately maintained policies and
7 practices that violate the requirements of the Labor Code and the Wage Order, even though at all
8 relevant times, they have had the ability to comply with those legal requirements.

9 **H. FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS**

10 68. Labor Code § 1174 states:

11 Every person employing labor in this state shall:

12 ...

13 (c) Keep a record showing the names and addresses of all employees
14 employed and the ages of all minors.

15 (d) Keep, at a central location in the state or at the plants or establishments
16 at which employees are employed, payroll records showing the hours
17 worked daily by and the wages paid to, and the number of piece-rate
18 units earned by and any applicable piece rate paid to, employees
19 employed at the respective plants or establishments. These records shall
20 be kept in accordance with rules established for this purpose by the
21 commission, but in any case shall be kept on file for not less than three
22 years. An employer shall not prohibit an employee from maintaining a
23 personal record of hours worked, or, if paid on a piece-rate basis, piece-
24 rate units earned.

25 69. Labor Code § 1174.5 states:

26 Any person employing labor who willfully fails to maintain the records required
27 by subdivision (c) of Section 1174, or to allow any member of the commission
28 or employees of the division to inspect records pursuant to subdivision (b) of
Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Section 7 of the Wage Order states:

(A) Every employer shall keep accurate information with respect to
each employee including the following:

(1) Full name, home address, occupation and social security
number.

1 (2) Birth date, if under 18 years, and designation as a minor.

2 (3) Time records showing when the employee begins and ends
3 each work period. Meal periods, split shift intervals and
4 total daily hours worked shall also be recorded. Meal
5 periods during which operations cease and authorized rest
6 periods need not be recorded.

7 (4) Total wages paid each payroll period, including value of
8 board, lodging, or other compensation actually furnished to
9 the Employee.

10 (5) Total hours worked in the payroll period and applicable
11 rates of pay. This information shall be made readily
12 available to the employee upon reasonable request.

13 (6) When a piece rate or incentive plan is in operation, piece
14 rates or an explanation of the incentive plan formula shall
15 be provided to employees. An accurate production record
16 shall be maintained by the employer.

17 71. Labor Code § 1198 prohibits employers from employing their employees under
18 conditions prohibited by the Wage Order.

19 72. On information and belief, Defendants have willfully failed to maintain the records
20 required by § 1174 and Wage Order, including, but not limited to, the total premium wages earned
21 for missed meal and rest periods, and records pertaining to all unpaid hours worked by Plaintiff
22 and the Aggrieved Employees.

23 73. Accordingly, Plaintiff seeks an award of civil penalties against the Defendants on
24 behalf of himself and all of the other Aggrieved Employees as follows: (1) \$500 for each
25 aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code
26 section 1174.5); and (2) \$100 for each aggrieved employee for each initial violation of Labor
27 Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per
28 pay period (penalties set by Labor Code section 2699(f)(2)).

I. CIVIL PENALTIES SOUGHT

74. During the applicable time period, Defendants violated California Labor Code
§§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 2802, and

1 related Labor Code statutes.

2 75. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
3 behalf of themselves and other current or former employees, to bring a civil action to recover civil
4 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

5 76. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Aggrieved
6 Employees are entitled to recover civil penalties for each of the Defendants' violations of
7 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197,
8 1198 and 2802 during the applicable limitations period in the following amounts:

9 A. For violations of California Labor Code § 204, one hundred dollars
10 (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars
11 (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation
12 (penalty amounts established by California Labor Code § 210).

13 B. For violations of California Labor Code § 226, two hundred fifty dollars
14 (\$250.00) per employee for initial violation and one thousand dollars (\$1,000.00) per employee
15 for each subsequent violation (penalty amounts established by California Labor Code § 226.3).

16 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
17 (\$50.00) for each aggrieved employee for each initial violation for pay period for which the
18 employee was underpaid and one hundred dollars (\$100.00) for each underpaid employee for
19 each pay period for which the employee was underpaid (penalty amounts established by
20 California Labor Code § 558).

21 D. For violations of California Labor Code § 1174, five hundred dollars
22 (\$500.00) for each Aggrieved Employee for each initial violation (penalty amounts established
23 by Labor Code § 1174.5).

24 E. For violations of California Labor Code § 1197, one hundred dollars
25 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
26 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period
27 (regardless of whether the initial violations were intentionally committed) (penalty amounts
28 established by California Labor Code § 1197.1).

1 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
2 1198, and 2802, one hundred dollars (\$100.00) for each aggrieved employee per pay period for
3 each initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay
4 period for each subsequent violation (penalty amounts established by California Labor Code
5 § 2699(f)(2)).

6 **J. NOTICE TO THE STATE OF CALIFORNIA AND DEFENDANTS**

7 77. Plaintiff has complied with the procedures for bringing suit specified in California
8 Labor Code § 2699.3. By letter dated November 1, 2023, Plaintiff gave written notice by certified
9 mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific
10 provisions of the California Labor Code alleged to have been violated, including the facts and
11 theories to support the alleged violations. The LWDA has failed to take action in response within
12 65 days of Plaintiff’s notice.

13 78. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
14 Employees are entitled to an award of civil penalties, reasonable attorneys’ fees, and costs in
15 connection with their claims for civil penalties.

16 **PRAYER FOR RELIEF**

17 79. WHEREFORE, Plaintiff, on behalf of himself and the Aggrieved Employees,
18 prays for relief and judgment against Defendants as follows:

- 19 A. Civil penalties;
20 B. Costs of suit;
21 C. Reasonable attorneys’ fees; and
22 D. Such other relief as the Court deems just and proper.

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff, on behalf of himself and all other Aggrieved Employees, hereby demands a jury
25 trial on all issues so triable.

26 Respectfully submitted,

27 Dated: January 29, 2024

MM LAW, APC

28 By: Maralle Messrelan
Maralle Messrelan, Esq.
Attorney for Plaintiff,
ULISES EFRAIN SANDOVAL, and
all others similarly situated

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

Maralle Messrelian, Esq. (SBN 316974) MMLAW APC

500 N. Central Ave., Suite 840, Glendale, CA 91203

TELEPHONE NO.: 818-810-7747

FAX NO. (Optional): 818-230-9018

E-MAIL ADDRESS: maralle@mmlawapc.com

ATTORNEY FOR (Name): Plaintiff Ulises Efrain Sandoval

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

STREET ADDRESS: 751 West Santa Ana Blvd.

MAILING ADDRESS: 751 West Santa Ana Blvd.

CITY AND ZIP CODE: Santa Ana, 92701

BRANCH NAME: Civil Complex Center

CASE NAME:

Ulises Efrain Sandoval v. Heritage Plastering, 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:

30-2024-01376278-CU-OE-CXC

JUDGE:

Judge Melissa R. McCormick

DEPT.:

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

CX-104

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: January 29, 2024

Maralle Messrelian Esq.

(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

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