

# SUMMONS (CITACION JUDICIAL)

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

R & S BEVERAGE COMPANY LP, A CALIFORNIA LIMITED PARTNERSHIP, and DOES 1 through 10, inclusive.

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

ANGEL GONZALEZ, on behalf of himself and all others similarly situated, and on behalf of the general public,

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

ELECTRONICALLY FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT  
1/3/2025  
By Raymond Rojas, DEPUTY

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

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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):

CVSB243679

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:  
(Fecha) 1/3/2025

Clerk, by  
(Secretario) /s/ Raymond Rojas

, 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)).

[SEAL]



### 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: <input type="checkbox"/> CCP 416.10 (corporation)         | <input type="checkbox"/> CCP 416.60 (minor)             |
| <input type="checkbox"/> CCP 416.20 (defunct corporation)        | <input type="checkbox"/> CCP 416.70 (conservatee)       |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify):                        |                                                         |
4. ☐ by personal delivery on (date):

Roman Otkupman, CSBN 249423

*Roman@OLFLA.com*

Nidah Farishta, CSBN 312360

*Nidah@OLFLA.com*

**OTKUPMAN LAW FIRM, A LAW CORPORATION**

5743 Corsa Ave., Suite 123,

Westlake Village, CA 91362

Telephone: (818) 293-5623

Facsimile: (888) 850-1310

Attorney for Plaintiff,

Angel Gonzalez, on behalf of himself and all others similarly situated, and on behalf of the general public

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN BERNARDINO**

ANGEL GONZALEZ, on behalf of himself  
and all others similarly situated, and on behalf  
of the general public,

Plaintiff,

vs.

R & S BEVERAGE COMPANY LP, A  
CALIFORNIA LIMITED PARTNERSHIP,  
and DOES 1 through 10, inclusive.

Defendants.

CASE NO. CVSB2436579

**CLASS AND REPRESENTATIVE  
ACTION COMPLAINT FOR:**

- 1. FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF (LABOR CODE § 226.7, 512 and 558);**
- 2. FAILURE TO PROVIDE REST PERIODS IN VIOLATION OF (LABOR CODE § 226.7, 512 and 558);**
- 3. FAILURE TO PAY ALL WAGES IN VIOLATION OF (LABOR CODE §§ 510, 1194, 1194.2);**
- 4. KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS (LABOR CODE § 226(a), (e), 1174(d);**
- 5. FAILURE TO TIMELY PAY WAGES DUE AT TERMINATION (LABOR CODE §§ 201-203);**
- 6. FAILURE TO TIMELY PAY EMPLOYEES IN VIOLATION OF LABOR CODE § 204(a)(b);**
- 7. FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN VIOLATION OF (LABOR CODE §**

2802);

8. VIOLATION OF LABOR CODE  
§ 212(a)(2), 213);

9. FAILURE TO PAY FOR ALL  
HOURS WORKED, INCLUDING  
OVERTIME HOURS WORKED  
IN VIOLATION OF (LABOR  
CODE § 210, 218);

10. VIOLATION OF BUSINESS AND  
PROFESSIONS CODE § 17200;

11. FAILURE TO PRODUCE  
PERSONNEL FILE AND  
EMPLOYMENT RECORDS  
(LABOR CODE §§ 226(b),(c),  
1198.5);

12. PENALTIES PURSUANT TO  
LABOR CODE SECTION 2699(f)  
FOR VIOLATIONS OF LABOR  
CODE §§ 226.7, 512, 558, 510, 1194,  
1194.2, 1194(a), 226(a),(e) 1174(d),  
201-203, 204(a)(b), 2802, 212(a)(2),  
213, 210, 218

**DEMAND FOR JURY TRIAL**

PLAINTIFF, Angel Gonzalez (“Plaintiff”), on behalf of himself and other “aggrieved employees” complains of Defendants as follows:

**I. INTRODUCTION**

1. This is a Class and Representative Action, pursuant to Code of Civil Procedure § 382 on behalf of Plaintiff and certain individuals who are employed by, or were formerly employed by, R & S Beverage Company LP, A California Limited Partnership and any subsidiaries or affiliated companies (hereinafter collectively referred to as “Defendants”) within California.

2. For at least four (4) years 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 Defendant’s California employees were forced to continue working through their meal and rest breaks in order to assist Defendant’s

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

5 3. Plaintiff and Defendants' California employees were required to work off the clock for  
6 Defendant. Defendant routinely made Plaintiff and its California employees wait in line for the  
7 timeclock to become available. The time spent waiting in line took Plaintiff on the average of 1-3  
8 minutes to complete. Moreover, Plaintiff and Defendant's California employees were also required to  
9 arrive to work atleast 1 hour prior to clocking in to do work-related activities without being  
10 compensated for it. These excess hours were not recorded on our client's and Defendants' California  
11 employees wage statements. Plaintiff and Defendant's California employees should have been  
12 compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and 1194.2.  
13 As a result, Plaintiff and Defendant's California employees were not paid for all hours worked  
14 including all straight time wages, and overtime wages. These failures to pay wages constitute  
violations of Labor Code § 510 and 1194.

15 4. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-  
16 exempt employees. As a result, employees are not properly compensated for work performance in  
17 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek  
18 at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant  
19 regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not  
20 receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and  
21 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.

22 5. Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any agreement to  
23 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime  
24 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of  
25 the full amount of this minimum wage or overtime compensation, including interest thereon,  
26 reasonable attorney's fees, and costs of suit. Plaintiff and Defendant's California employees claim that

1 Defendant engaged in “time-shaving.” This essentially means that the Defendant underpaid Plaintiff  
2 by rounding the time Plaintiff worked in violation of Labor Code Section 1194(a).

3 6. Defendant failed to issue Plaintiff and Defendant’s California employees accurately  
4 itemized wage statements. As Defendant failed to compensate Plaintiff and Defendant’s California  
5 employees with all wages due, as detailed above, their wage statements failed to accurately state all  
6 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor  
7 Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Moreover, Plaintiff and  
8 the California employees wage statements’ failed to accurately state the name and address of the legal  
9 entity that is the employer in violation of Labor Code § 226(a)(8), and all applicable hourly rates  
10 during the pay period and the corresponding number of hours worked, in violation of Labor Code §  
11 226(a)(9), as a result of Defendants’ failure to pay all overtime wages due. Since the wage statements  
12 provided to Plaintiff failed to accurately reflect the total number of Plaintiff’s worked hours, due to  
13 the time-shaving. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to  
14 Plaintiff and Defendants’ California employees.

15 7. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant’s  
16 California employees timely, accurate, itemized wage statements in accordance with Labor Code §  
17 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and  
18 Defendant’s California employees, and the records maintained by Defendants, have not accurately  
19 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest  
20 premiums, and total hour worked.

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

27 9. Defendant pays Plaintiff and it’s California employees on a bi-weekly basis and has  
28 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 Defendant’s California employees did not receive all of their  
wages earned in a timely manner as required by Labor Code § 204(a)(b).

1           10. Defendant failed to reimburse its California employees for using their personal cell  
2 phones for the benefit of Defendant. Labor Code section 2802 provides that “[a]n employer shall  
3 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in  
4 direct consequence of the discharge of his or her duties.” As such, Plaintiff and Defendant’s California  
5 employees have incurred reasonable and necessary expenses in the course of their job duties, which  
6 were not reimbursed by Defendant, in violation of Labor Code § 2802.

7           11. Defendants has violated Labor Code § 212(a)(2) because they issued Plaintiff and  
8 Defendant’s California employees their wages through a Pay Card/Gift Cards. Therefore, Plaintiff was  
9 not paid all wages due in violation of Labor Code § 212(a)(2). As a result, Defendants are liable for  
10 civil penalties pursuant to Labor Code § 212(a)(2). Defendants has violated Labor Code § 213 because  
11 it required Plaintiff and Defendant’s California employees to receive wages through a Pay Card/Gift  
12 Cards. Defendants only paid wages by a Pay Card/Gift Cards. As a result, Defendants are liable for  
13 civil penalties pursuant to Labor Code § 213.

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

20           13. Plaintiff and all other aggrieved employees bring this claim pursuant to *Business &*  
21 *Professions Code* § 17200, et seq. The conduct of all Defendants as alleged above has been and  
22 continues to be unfair, unlawful, and harmful to Plaintiff and Defendant’s California employees.

23           14. Plaintiff, on behalf of himself and all proposed Plaintiff Class members (specifically,  
24 the “California Class” as defined herein), brings this action pursuant to Labor Code §§ 226.7, 512,  
25 and 558, Labor §§ 510, 1194, 1194.2, Labor § 1194(a), Labor § 226(a)(e), 1174(d), Labor Code §  
26 201-203, Labor Code § 204(a)(b), Labor § 2802, Labor §§ 212(a)(2), 213, Labor § 210, 218, Business  
27 & Professions Code § 17200, et seq.

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

## II. PARTIES

1 **A. PLAINTIFF**

2 16. Plaintiff Angel Gonzalez is a resident of Victorville, California. At all  
3 times relevant herein, he was employed by Defendants in San Bernardino County, California.  
4 Plaintiff was employed by Defendants as a non-exempt, hourly employee in California, including in  
and around the city of Adelanto, County of San Bernardino. During Plaintiff's employment:

- 5 A. Plaintiff did not receive final wages upon termination.
- 6 B. Plaintiff and the Class were not paid in a timely manner pertaining to the waiting time  
7 penalties in accordance with Labor Code §§ 201-203.
- 8 C. Plaintiff was forced to receive inaccurately itemized and deficient wage statements, in  
9 violation of Labor Code § 226(a).
- 10 D. Plaintiff did not receive his compensation in accordance with Labor Code Section 204 in  
11 that Defendant failed to issues wages to its employees within seven (7) calendar days  
after the pay period ended.
- 12 E. Plaintiff was required to work without meal and rest periods, nor compensation in lieu  
13 thereof, as required by the Labor Code and relevant Wage Orders.
- 14 F. Plaintiff was required to work either in excess of eight hours per workday or in excess of  
15 forty hours per workweek without receiving compensation at a rate of one and one half  
the regular rate of pay.
- 16 G. Defendant also failed to reimburse Plaintiff and Defendant's California employees for  
17 reasonable and necessary expenses in the course of their job duties, in violation of Labor  
18 Code § 2802.

19 **B. DEFENDANTS**

20 17. Defendant R & S Beverage Company LP, A California Limited Partnership is doing  
21 business in Adelanto, California. It operates within the State of California. Defendants employed  
22 Plaintiff and similarly situated employees within California. The violations alleged herein arose in  
Adelanto, California.

23 18. The true names and capacities, whether individual, corporate, associate, or otherwise,  
24 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who  
25 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is  
26 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a  
27 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will

1 seek leave of court to amend this Complaint to reflect the true names and capacities of the  
2 Defendants designated hereinafter as DOES when such identities become known.

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

### 8 **FACTUAL ALLEGATIONS**

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

18 21. Plaintiff and Defendants' California employees were required to work off the clock for  
19 Defendant. Defendant routinely made Plaintiff and its California employees wait in line for the  
20 timeclock to become available. The time spent waiting in line took Plaintiff on the average of 1-3  
21 minutes to complete. Moreover, Plaintiff and Defendant's California employees were also required to  
22 arrive to work atleast 1 hour prior to clocking in to do work-related activities without being  
23 compensated for it. These excess hours were not recorded on our client's and Defendants' California  
24 employees wage statements. Plaintiff and Defendant's California employees should have been  
25 compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and 1194.2.  
26 As a result, Plaintiff and Defendant's California employees were not paid for all hours worked  
27 including all straight time wages, and overtime wages. These failures to pay wages constitute  
28 violations of Labor Code § 510 and 1194.

29 22. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-  
30 exempt employees. As a result, employees are not properly compensated for work performance in  
31 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek

1 at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant  
2 regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not  
3 receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and  
4 Defendant's California employees were forced to work overtime and were not paid for all hours  
5 worked including all straight time wages, and overtime wages. These failures to pay all overtime  
6 wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

7 23. Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any agreement to  
8 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime  
9 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of  
10 the full amount of this minimum wage or overtime compensation, including interest thereon,  
11 reasonable attorney's fees, and costs of suit. Plaintiff and Defendant's California employees claim that  
12 Defendant engaged in "time-shaving." This essentially means that the Defendant underpaid Plaintiff  
13 by rounding the time Plaintiff worked in violation of Labor Code Section 1194(a).

14 24. Defendant failed to issue Plaintiff and Defendant's California employees accurately  
15 itemized wage statements. As Defendant failed to compensate Plaintiff and Defendant's California  
16 employees with all wages due, as detailed above, their wage statements failed to accurately state all  
17 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor  
18 Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Moreover, Plaintiff and  
19 the California employees wage statements' failed to accurately state the name and address of the legal  
20 entity that is the employer in violation of Labor Code § 226(a)(8), and all applicable hourly rates  
21 during the pay period and the corresponding number of hours worked, in violation of Labor Code §  
22 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. Since the wage statements  
23 provided to Plaintiff failed to accurately reflect the total number of Plaintiff's worked hours, due to  
24 the time-shaving. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to  
25 Plaintiff and Defendants' California employees.

26 25. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's  
27 California employees timely, accurate, itemized wage statements in accordance with Labor Code §  
28 226 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.

1           26.     Our client further alleges that Defendants paid him 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 Labor  
6 Code §§ 201-203.

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

12           28.     Defendant failed to reimburse its California employees for using their personal cell  
13 phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall  
14 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in  
15 direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California  
16 employees have incurred reasonable and necessary expenses in the course of their job duties, which  
17 were not reimbursed by Defendant, in violation of Labor Code § 2802.

18           29.     Defendants has violated Labor Code § 212(a)(2) because they issued Plaintiff and  
19 Defendant's California employees their wages through a Pay Card/Gift Cards. Therefore, Plaintiff was  
20 not paid all wages due in violation of Labor Code § 212(a)(2). As a result, Defendants are liable for  
21 civil penalties pursuant to Labor Code § 212(a)(2). Defendants has violated Labor Code § 213 because  
22 it required Plaintiff and Defendant's California employees to receive wages through a Pay Card/Gift  
23 Cards. Defendants only paid wages by a Pay Card/Gift Cards. As a result, Defendants are liable for  
24 civil penalties pursuant to Labor Code § 213.

25           30.     Defendants failed to pay all wages earned to Plaintiff and Defendant's California  
26 employees as a result of the unlawful employment policies and practices herein. As a result of these  
27 practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including  
28 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.

          31.     Plaintiff and all other aggrieved employees bring this claim pursuant to *Business &*

1 *Professions Code* § 17200, et seq. The conduct of all Defendants as alleged above has been and  
2 continues to be unfair, unlawful, and harmful to Plaintiff and Defendant's California employees.

3 **CLASS ACTION ALLEGATIONS**

4 32. Plaintiff brings this action on behalf of himself and all others similarly situated as a  
5 Class Action pursuant to § 382 of the Code of Civil Procedure.

6 33. Plaintiff seeks to represent a class composed of and defined as follows:

7 **THE CALIFORNIA CLASS**

8 34. All current and former California employees of Defendants since the date  
9 four (4) year prior to the filing of this complaint.

10 35. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to  
11 amend or modify the class description with greater specificity or further division into  
12 subclasses or limitation to particular issues.

13 36. This action has been brought and may properly be maintained as a class  
14 action under the provisions of § 382 of the Code of Civil Procedure because there is a  
15 well-defined community of interest in the litigation and the proposed Class is easily  
16 ascertainable.

17 **A. NUMEROSITY**

18 37. The potential members of the proposed Class as defined are so numerous that joinder  
19 of all the members of the proposed Class is impracticable. While the precise number of proposed  
20 Plaintiff Class members has not been determined at this time, Plaintiff is informed and believes that  
21 Defendants currently employ, and during the relevant time periods employed, over seventy-five (75)  
22 Class members in the State of California.

23 38. Accounting for employee turnover during the relevant periods necessarily increases  
24 this number substantially. Plaintiff alleges that Defendants' employment records would provide  
25 information as to the number and location of all proposed Plaintiff Class members. Joinder of all  
26 members of the proposed Class is not practicable.

27 **B. COMMONALITY**

28 39. There are questions of law and fact common to the proposed Class that predominate  
over any questions affecting only individual Class members. These common questions of law and  
fact include, without limitation, whether Defendants failed to provide members of the Class with

1 wage statements that fully and accurately itemize the requirements set forth in Labor Code §226(a),  
2 accurate final wages, and final wages on the day of termination and or within seventy-two (72) hours  
3 of separation and whether the rest periods were timely made available.

4 **C. TYPICALITY**

5 40. The claims of the named Plaintiff are typical of the claims of the proposed Class.  
6 Plaintiff and all members of the proposed Class sustained injuries and damages arising out of and  
7 caused by Defendants' common course of conduct in violation of laws, regulations that have the  
8 force and effect of law, and statutes as alleged herein.

9 **D. ADEQUACY OF REPRESENTATION**

10 41. Plaintiff will fairly and adequately represent and protect the interests of the members  
11 of the proposed Class. Counsel who represents Plaintiff is competent and experienced in litigating  
12 large employment class actions.

13 **E. SUPERIORITY OF CLASS ACTION**

14 42. A class action is superior to other available means for the fair and efficient  
15 adjudication of this controversy. Individual joinder of all proposed Plaintiff Class members is not  
16 practicable, and questions of law and fact common to the proposed Class predominate over any  
17 questions affecting only individual members of the proposed Class. Each member of the proposed  
18 Class has been damaged and is entitled to recovery by reason of Defendant's failure to comply with  
19 Labor Code 226(a).

20 43. Class action treatment will allow those similarly situated persons to litigate their  
21 claims in the manner that is most efficient and economical for the parties and the judicial system.  
22 Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this  
23 action that would preclude its maintenance as a class action.

24 **CAUSES OF ACTION**

25 **FIRST CAUSE OF ACTION**

26 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**  
27 **(LABOR CODE §§ 226.7, 512 and 558)**

28 44. Plaintiff incorporates paragraphs 1 through 43 of this Complaint as though fully set  
forth herein.

45. Plaintiff is entitled to one hour of pay for each day that Defendants failed to properly  
provide one or more meal periods as set forth in the IWC Wage Orders and Labor Code §§ 226.7,

512 and 558.

46. Plaintiff and Defendant's California employees were routinely unable, and not authorized 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 in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal break to Plaintiff and Defendant's California employees who were denied timely meal breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12

47. Pursuant to Labor Code §§ 226.7, 512 and 558 Plaintiff seeks the payment of all meal period compensations, which he was owed since he commenced to work for Defendant, according to proof.

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

49. Wherefore, Plaintiff seeks to represent request relief as described below.

### **SECOND CAUSE OF ACTION**

#### **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, 512 and 558)**

50. Plaintiff incorporates paragraphs 1 through 49 of this Complaint as though fully set forth herein.

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

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

53. Pursuant to Labor Code §§ 226.7, 512 and 558 Plaintiff seeks the payment of all rest period compensations, which he was owed since he commenced to work for Defendant, according to proof.

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

55. Wherefore, Plaintiff seeks to represent request relief as described below.

**THIRD CAUSE OF ACTION**

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

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

57. During the liability period, Defendant failed to pay all wages to Plaintiff and Defendant's California employees.

58. 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 for the timeclock to become available. The time spent waiting in line took Plaintiff on the average of 1-3 minutes to complete. Moreover, Plaintiff and Defendant's California employees were also required to arrive to work atleast 1 hour prior to clocking in to do work-related activities without being compensated for it. These excess hours were not recorded on our client's and Defendants' California employees wage statements. Plaintiff and Defendant's California employees should have been compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

59. 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

1 all hours worked including all straight time wages, and overtime wages. These failures to pay all  
2 overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

3 60. Additionally, Labor Code Section 1194(a) states: “[n]otwithstanding any agreement  
4 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal  
5 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid  
6 balance of the full amount of this minimum wage or overtime compensation, including interest  
7 thereon, reasonable attorney’s fees, and costs of suit. Plaintiff and Defendant’s California employees  
8 claim that Defendant engaged in “time-shaving.” This essentially means that the Defendant  
9 underpaid Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section  
10 1194(a).

11 61. As a result, Plaintiff and Defendant’s California employees were not paid for all  
12 hours worked including all straight time wages, and overtime wages. These failures to pay wages  
13 constitute violations of Labor Code § 510 and 1194.

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

#### 19 **FOURTH CAUSE OF ACTION**

##### 20 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED** 21 **EMPLOYEE WAGE STATEMENT PROVISIONS (LABOR CODE § 226(a),(e), 1174(d))**

22 63. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set  
23 forth herein.

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

28 65. Defendant failed to issue Plaintiff and Defendant’s California employees accurately  
itemized wage statements. As Defendant failed to compensate Plaintiff and Defendant’s 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

1 Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Moreover,  
2 Plaintiff and the California employees wage statements' failed to accurately state the name and  
3 address of the legal entity that is the employer in violation of Labor Code § 226(a)(8), and all  
4 applicable hourly rates during the pay period and the corresponding number of hours worked, in  
5 violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due.  
6 Since the wage statements provided to Plaintiff failed to accurately reflect the total number of  
7 Plaintiff's worked hours, due to the time-shaving. These violations also violate Labor Code §§  
8 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

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

15 67. The wage statements provided to Plaintiff and members of the Class fail to accurately  
16 itemize in wage statements total gross and net wages earned, and all hourly rates in effect for  
17 Plaintiff. Defendants' violations of Labor Code § 226(a) are knowing and intentional, and Plaintiff  
18 has suffered injury as a result of the receipt of defective wage statements, thereby entitling them to  
19 penalties pursuant to Labor Code § 226(e).

## 20 **FIFTH CAUSE OF ACTION**

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

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

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

28 70. 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 pay  
2 the subject employee's wages until the back wages are paid in full or an action is commenced.  
3 The penalty cannot exceed 30 days of wages.

4 71. Plaintiff was entitled to compensation for unpaid wages, but to date has not  
5 received such compensation. Specifically, Defendant failed to pay Plaintiff all wages due to  
6 Plaintiff at the time of his separation of employment from Defendant's. Thus, since Defendant  
7 failed to promptly pay Plaintiff all wages due to Plaintiff at the time of his separation of  
8 employment, Defendant violated Section 201 of the Labor Code and Plaintiff is therefore entitled  
9 to wages and penalties pursuant to Labor Code Section 203.

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

12 73. As a consequence of Defendant's 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 Defendant's failure to timely pay legal wages, together with attorney's fees and cost of suit,  
15 and interest pursuant to California Labor Code Section 218.5.

#### 16 **SIXTH CAUSE OF ACTION**

#### 17 **FAILURE TO TIMELY PAY EMPLOYEES IN VIOLATION OF LABOR CODE § 204(a)(b)**

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

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

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

77. 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

1 violations described above, Plaintiff and Defendant's California employees did not receive all of  
2 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

3 78. Defendants have failed to comply with the above-section because they waited longer  
4 than seven days from the close of the pay period to pay its bi-weekly paid employees.

#### 5 **SEVENTH CAUSE OF ACTION**

##### 6 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN VIOLATION OF 7 CALIFORNIA LABOR CODE § 2802**

8 79. Plaintiff hereby incorporates preceding paragraphs of this Complaint as though  
9 fully set forth herein.

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

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

20 82. Plaintiff is entitled to reimbursement for these necessary expenditures, plus  
21 interest and attorneys' fees and cost, under Labor Code § 2802.

22 83. Plaintiff also requests relief as described below.

#### 23 **EIGHTH CAUSE OF ACTION**

##### 24 **VIOLATION OF LABOR CODE § 212(a)(2), 213**

25 84. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set  
26 forth herein.

27 85. Section 212(a)(2) of the California Labor Code requires that any scrip, coupon, cards,  
28 or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than  
in money.

86. Defendants has violated Labor Code § 212(a)(2) because they issued Plaintiff and  
Defendant's California employees their wages through a Pay Card/Gift Cards. Therefore, Plaintiff

1 was not paid all wages due in violation of Labor Code § 212(a)(2). As a result, Defendants are liable  
2 for civil penalties pursuant to Labor Code § 212(a)(2).

3 87. Defendants has violated Labor Code § 213 because it required Plaintiff and  
4 Defendant's California employees to receive wages through a Pay Card/Gift Cards. Defendants only  
5 paid wages by a Pay Card/Gift Cards. As a result, Defendants are liable for civil penalties pursuant  
6 to Labor Code § 213.

7 88. Wherefore, Plaintiff and the Class he seeks to represent request relief as described  
8 below.

### 9 **NINTH CAUSE OF ACTION**

#### 10 **FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS** 11 **WORKED IN VIOLATION OF (LABOR CODES §§ 210, 218)**

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

14 90. Section 2(K) or Wage Order 5 defines "hours worked" as "the rime during  
15 which an employee is subject to the control of an employer, and including all the time the  
16 employee is suffered or permitted to work, whether or not required to do so." Labor Code §§  
17 1194 and 1197 required employers to compensate Plaintiff for all hours worked at least at a  
18 minimum wage ad established by the Wage Order. Defendants did not pay for all hours worked  
19 and frequently required Plaintiff to work off the clock. Defendants have been engaged in many  
20 unlawful employment practices which resulted in underpayment for hours worked each pay  
21 period as more set forth below:

22 91. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to  
23 pay Plaintiff all wages earned twice during each calendar month pursuant to Labor Code §  
24 204(a). Defendants failed to pay all wages earned to Plaintiff as a result of the unlawful  
25 employment policies and practices herein. As a result of these practices, Plaintiff was  
26 underpaid for hours worked, including overtime and penalty wages, and this underpayment  
27 resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are  
28 liable under Labor Code § 210 for failure to pay wages as required by law.

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**TENTH CAUSE OF ACTION**

**UNFAIR COMPETITION PURSUANT TO  
BUSINESS & PROFESSIONS CODE § 17200**

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

93. This is an Action for Unfair Business Practices. Plaintiff Angel Gonzalez brings this claim pursuant to *Business & Professions Code* § 17200, et seq. The conduct of all Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff and Defendant's California employees as a result of Defendant's failure to comply with the labor code sections as set out above. Plaintiff and Defendant's California employees seek to enforce important rights affecting the public interest within the meaning of *Code of Civil Procedure* § 1021.5.

94. Plaintiff is a "person" within the meaning of *Business & Professions Code* § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

95. *Business & Profession Code* § 17200 et. seq. prohibits unlawful and unfair business practices.

96. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have violated specific provisions of the *Labor Code*, and have engaged in other unlawful and unfair business practices in violation of *Business & Professions Code* § 17200, et seq., depriving Plaintiff, of rights, benefits, and privileges guaranteed to Plaintiff under law.

97. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of § 17200 et. seq. of the *Business & Professions Code*.

98. As a proximate result of the above mentioned acts of Defendants, Plaintiff has been damaged in a sum as may be proven.

99. Unless restrained by this Court, Defendants will continue to engage in the unlawful conduct as alleged above. Pursuant to *Business & Professions Code*, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment, by Defendants, their agents, or Plaintiff, of any unlawful or deceptive practice prohibited by the *Business & Professions Code*, and/or, including but not

1 limited to, disgorgement of profits which may be necessary to restore Plaintiff to the money  
2 Defendants have unlawfully failed to pay.

### 3 **ELEVENTH CAUSE OF ACTION**

#### 4 **FAILURE TO PRODUCE PERSONNEL FILE AND EMPLOYMENT 5 RECORDS IN VIOLATION OF LABOR CODE §§ 226(b), (c), 1198.5**

6 100. The allegations set forth in paragraphs 1 through 99 are realleged and  
7 incorporated by reference as though fully set forth herein.

8 101. Plaintiff relies on two California labor law provisions. First, § 226(b) gives  
9 current and former employees a right to inspect or copy their employment records, and § 226(c)  
10 requires that the employer comply with a § 226(b) request as soon as practicable, but no later  
11 than 21 calendar days from the date of the request in violation of the California Labor Code §  
12 226(b), (c).

13 102. Second, § 1198.5 provides that “[e]very current and former employee. . .  
14 has the right to inspect and receive a copy of the personnel records that the employer maintains  
15 relating to the employee’s performance or to any grievance concerning the employee.” in  
16 violation of the California Labor Code § 1198.5. The employer must take the contents of the  
17 personnel records available for inspection at a reasonable time, but no later than 30 days from  
18 the request.

19 103. Plaintiff made a written request to Defendants on November 13, 2024, for  
20 documents including his wage statements, payroll records, personnel files, and documents that  
21 relate to his holding or obtaining employment.

22 104. Defendants failed to produce Plaintiff’s personnel records in response to  
23 Plaintiff’s request.

24 105. Plaintiff argues that Defendants failed to produce all required documents,  
25 including Plaintiff’s wage statements and personnel file.

### 26 **TWELVETH CAUSE OF ACTION**

#### 27 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR 28 CODE §§ 226.7, 512, 558, 510, 1194, 1194.2, 1194(a), 226(a), (e), 1174(d), 201-203, 204(a)(b), 2802, 212(a)(2), 213, 210, 218**

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

107. 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), 1174(d), 2802, 212(a)(2), 213, 210, 218.

108. 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), 1174(d), 201-203, 204(a)(b), 2802, 212(a)(2), 213, 210, 218, \$100 for the initial violation per employee per pay period and \$200 for each subsequent violation per employee per pay period.

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

110. On October 2, 2024, 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 October 2, 2024. Plaintiff may therefore commence this action to seek penalties pursuant to Labor Code § 2698 *et seq.*

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

**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. That Defendants are found to have violated the requirements of Labor Code § 203 for failure to timely pay wages due at termination.

3. That Defendants are found to have violated the requirements of Labor Code § 226(e) for failure to comply with itemized employee wage statement provisions.

4. That Defendants are found to have violated the requirements of Labor Code § 1174(d) for failure to comply with itemized employee wage statement provisions.

1           5.       That Defendants are found to have violated the requirements of Labor Code § 226.7  
2 for failure to provide meal and rest periods or compensation in lieu thereof.

3           6.       That Defendants are found to have violated the requirements of Labor Code § 510 for  
4 failure to pay all wages.

5           7.       That Defendants are found to have violated the requirements of Labor Code § 1194.2  
6 for failure to pay all wages.

7           8.       That Defendants are found to have violated the requirements of Labor Code § 204(b)  
8 for failure to timely pay employees.

9           9.       That Defendants are found to have violated the requirements of Labor Code § 2802  
10 for failure to reimburse for business expenses.

11           10.      That Defendants are found to have violated the requirements of Labor Code §  
12 212(a)(2).

13           11.      That Defendants are found to have violated the requirements of Labor Code § 213.

14           12.      That Defendants are found to have violated the requirements of Labor Code § 226(b),  
15 (c).

16           13.      That Defendants are found to have violated the requirements of Labor Code § 1198.5

17           14.      That Defendants are found to have violated the requirements of Labor Code § 210 for  
18 failure to pay all hours worked, including overtime hours worked.

19           15.      That Defendants are found to have violated the requirements of Business and  
20 Professions Code § 17200 et seq.;

21           16.      For penalties and other relief pursuant to Labor Code § 2698 et seq. for Plaintiff and  
22 all other aggrieved employees;

23           17.      An award providing for payment of costs of suit pursuant to Labor Code §  
24 2699(g)(1);

25           18.      An award of attorneys' fees pursuant to Labor Code § 2699(g)(1);

26           19.      An award of prejudgment and post-judgment interest;

27           20.      An award providing for payment of costs of suit;

28           21.      An award of attorneys' fees; and

          22.      Such other and further relief as this Court may deem just and proper.

1 Dated: December 9, 2024

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 his claims by jury to the extent authorized by law.

9 Dated: December 9, 2024

OTKUPMAN LAW FIRM,  
A Law Corporation

10  
11  
12 By: 

13 ROMAN OTKUPMAN  
14 Attorneys for Plaintiff  
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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

October 2, 2024

**VIA ELECTRONIC FILING**

Labor & Workforce Development Agency

**VIA CERTIFIED MAIL**

R & S Beverage Company LP, A California Limited Partnership  
17500 Adelanto Rd  
Adelanto, CA 92301  
Defendant certified mail # 9589 0710 5270 1505 8076 27

**VIA CERTIFIED MAIL**

Agent for Service of Process  
R. Michael Ramirez  
17500 Adelanto Rd  
Adelanto, CA 92301  
Agent certified mail # 9589 0710 5270 1505 8076 27

**VIA CERTIFIED MAIL**

R & S Beverage Company  
17500 Adelanto Rd  
Adelanto, CA 92301  
Defendant certified mail # 9589 0710 5270 1505 8076 27

Re: ***Angel Gonzalez v. R & S Beverage Company LP, A California Limited Partnership, R & S Beverage Company – Labor Code Violations of R & S Beverage Company LP, A California Limited Partnership, R & S Beverage Company – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Angel Gonzalez (“Plaintiff”), a California employee of R & S Beverage Company LP, A California Limited Partnership, R & S Beverage Company (“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 Defendants in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendants engaged in with respect to our client and other of its California non-exempt employees.

Plaintiff began working for Defendants on or about July 27, 2022. While working for Defendants as a Warehouse/Driver, Plaintiff was earning eighteen dollars and twenty cents (\$18.20) 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 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 and Defendants' California employees were required to work off the clock for Defendant. Defendant routinely made Plaintiff and its California employees wait in line for the timeclock to become available. The time spent waiting in line took Plaintiff on the average of 1-3 minutes to complete. Moreover, Plaintiff and Defendant's California employees were also required to arrive to work at least 1 hour prior to clocking in to do work-related activities without being compensated for it. These excess hours were not recorded on our client's and Defendants' California employees wage statements. Plaintiff and Defendant's California employees should have been compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

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.

Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Plaintiff and Defendant's California employees claim that Defendant engaged in "time-shaving." This essentially means that the

Defendant underpaid Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section 1194(a).

Defendant failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendant failed to compensate Plaintiff and Defendant's 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), net wages earned, in violation of Labor Code § 226(a)(5). Moreover, Plaintiff and the California employees wage statements' failed to accurately state the name and address of the legal entity that is the employer in violation of Labor Code § 226(a)(8), 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. Since the wage statements provided to Plaintiff failed to accurately reflect the total number of Plaintiff's worked hours, due to the time-shaving. 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 him 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 bi-weekly basis and has 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 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 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.

Labor & Workforce Development Agency  
***R & S Beverage Company LP, A California Limited Partnership***  
***R & S Beverage Company***  
October 2, 2024  
Page 4

Defendants has violated Labor Code § 212(a)(2) because they issued Plaintiff and Defendant's California employees their wages through a Pay Card/Gift Cards. Therefore, Plaintiff was not paid all wages due in violation of Labor Code § 212(a)(2). As a result, Defendants are liable for civil penalties pursuant to Labor Code § 212(a)(2). Defendants has violated Labor Code § 213 because it required Plaintiff and Defendant's California employees to receive wages through a Pay Card/Gift Cards. Defendants only paid wages by a Pay Card/Gift Cards. As a result, Defendants are liable for civil penalties pursuant to Labor Code § 213.

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                    |                                                                                                                                                                                    |                                                                                  |                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):<br>Roman Otkupman, Esq. Bar No. 249423; Nidah Farishta, Esq. Bar No. 312360<br>Otkupman Law Firm, ALC: 5743 Corsa Ave Ste 123, Westlake Village, CA 91362<br><br>TELEPHONE NO.: (818) 293-5623 FAX NO.: (888) 850-1310<br>EMAIL ADDRESS: roman@olfla.com; nidah@olfla.com<br>ATTORNEY FOR (Name): Plaintiff, Angel Gonzalez                                                                                                                                                                                                                                                                                                                                                        | <b>FOR COURT USE ONLY</b><br><br><b>ELECTRONICALLY FILED</b><br><b>SUPERIOR COURT OF CALIFORNIA</b><br><b>COUNTY OF SAN BERNARDINO</b><br><b>SAN BERNARDINO DISTRICT</b><br><b>12/09/2024 8:44 PM</b><br>By: Raymond Rojas, DEPUTY |                                                                                                                                                                                    |                                                                                  |                                                                                                                                                                                    |
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO</b><br>STREET ADDRESS: 247 W 3rd St<br>MAILING ADDRESS:<br>CITY AND ZIP CODE: San Bernardino, CA 92415<br>BRANCH NAME: San Bernardino Justice Center                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | CASE NUMBER: <b>CVSB243679</b><br><br>JUDGE:<br>DEPT.:                                                                                                                                                                             |                                                                                                                                                                                    |                                                                                  |                                                                                                                                                                                    |
| CASE NAME:<br>Angel Gonzalez v. R & S Beverage Company LP, A California Limited Partnership                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                    |                                                                                                                                                                                    |                                                                                  |                                                                                                                                                                                    |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; vertical-align: top; padding: 5px;"> <b>CIVIL CASE COVER SHEET</b><br/> <input checked="" type="checkbox"/> <b>Unlimited</b><br/>           (Amount demanded exceeds \$35,000)         </td> <td style="width: 33%; vertical-align: top; padding: 5px;"> <input type="checkbox"/> <b>Limited</b><br/>           (Amount demanded is \$35,000 or less)         </td> <td style="width: 33%; vertical-align: top; padding: 5px;"> <b>Complex Case Designation</b><br/> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder<br/>           Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)         </td> </tr> </table> |                                                                                                                                                                                                                                    | <b>CIVIL CASE COVER SHEET</b><br><input checked="" type="checkbox"/> <b>Unlimited</b><br>(Amount demanded exceeds \$35,000)                                                        | <input type="checkbox"/> <b>Limited</b><br>(Amount demanded is \$35,000 or less) | <b>Complex Case Designation</b><br><input type="checkbox"/> Counter <input type="checkbox"/> Joinder<br>Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) |
| <b>CIVIL CASE COVER SHEET</b><br><input checked="" type="checkbox"/> <b>Unlimited</b><br>(Amount demanded exceeds \$35,000)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> <b>Limited</b><br>(Amount demanded is \$35,000 or less)                                                                                                                                                   | <b>Complex Case Designation</b><br><input type="checkbox"/> Counter <input type="checkbox"/> Joinder<br>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:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)<br><b>Non-PI/PD/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input checked="" type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b><br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> 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. <input type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input checked="" type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> 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): Twelve (12)
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: December 9, 2024

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

# INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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

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

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

## CASE TYPES AND EXAMPLES

### Auto Tort

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

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

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

### Non-PI/PD/WD (Other) Tort

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

### Employment

Wrongful Termination (36)  
Other Employment (15)

### Contract

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

### Real Property

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

### Unlawful Detainer

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

### Judicial Review

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

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

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

### Enforcement of Judgment

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

### Miscellaneous Civil Complaint

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

### Miscellaneous Civil Petition

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

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

Angel Gonzalez

CASE NO.: CIVSB2436579

VS.

**CERTIFICATE OF ASSIGNMENT**

R & S Beverage Company LP, A California Limited Partnership

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

The undersigned declares that the above-entitled matter is filed for proceedings in the  
SAN BERNARDINO District of the Superior Court under Rule 404 of this court for the  
checked reason:

☒ General

☐ Collection

| Nature of Action                                                          | Ground                                                                               |
|---------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <input type="checkbox"/> 1. Adoption                                      | Petitioner resides within the district                                               |
| <input type="checkbox"/> 2. Conservator                                   | Petitioner or conservatee resides within the district.                               |
| <input type="checkbox"/> 3. Contract                                      | Performance in the district is expressly provided for.                               |
| <input type="checkbox"/> 4. Equity                                        | The cause of action arose within the district.                                       |
| <input type="checkbox"/> 5. Eminent Domain                                | The property is located within the district.                                         |
| <input type="checkbox"/> 6. Family Law                                    | Plaintiff, defendant, petitioner or respondent resides within the district.          |
| <input type="checkbox"/> 7. Guardianship                                  | Petitioner or ward resides within the district or has property within the district.  |
| <input type="checkbox"/> 8. Harassment                                    | Plaintiff, defendant, petitioner or respondent resides within the district.          |
| <input type="checkbox"/> 9. Mandate                                       | The defendant functions wholly within the district.                                  |
| <input type="checkbox"/> 10. Name Change                                  | The petitioner resides within the district.                                          |
| <input type="checkbox"/> 11. Personal Injury                              | The injury occurred within the district.                                             |
| <input type="checkbox"/> 12. Personal Property                            | The property is located within the district.                                         |
| <input type="checkbox"/> 13. Probate                                      | Decedent resided or resides within the district or had property within the district. |
| <input type="checkbox"/> 14. Prohibition                                  | The defendant functions wholly within the district.                                  |
| <input type="checkbox"/> 15. Review                                       | The defendant functions wholly within the district.                                  |
| <input type="checkbox"/> 16. Title to Real Property                       | The property is located within the district.                                         |
| <input type="checkbox"/> 17. Transferred Action                           | The lower court is located within the district.                                      |
| <input type="checkbox"/> 18. Unlawful Detainer                            | The property is located within the district.                                         |
| <input type="checkbox"/> 19. Domestic Violence                            | The petitioner, defendant, plaintiff or respondent resides within the district.      |
| <input checked="" type="checkbox"/> 20. Other <u>Class/Representative</u> |                                                                                      |
| <input type="checkbox"/> 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 - R & S Beverage Company LP, A California Limited Partnership | 17500 Adelanto Rd |
| NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR                        | ADDRESS           |
| Adelanto                                                                | CA 92301          |
| CITY                                                                    | STATE ZIP CODE    |

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed  
on December 9, 2024 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

**\*\*CLASS ACTION\*\* Angel Gonzalez v R & S Beverage Company LP, A California Limited Partnership**

**NOTICE OF TRIAL SETTING CONFERENCE and NOTICE OF CASE ASSIGNMENT**

Case Number

CIVSB2436579

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

This case has been assigned to: Jay H Robinson in Department S35 - SBJC for all purposes.

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

Hearing Date: 7/2/2025 at 8:30 AM in Department S35 - SBJC

Date: 1/3/2025

By:

Raymond Rojas, Deputy Clerk

**CERTIFICATE OF SERVICE**

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

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

Date of Mailing: 1/3/2025

I declare under penalty of perjury that the foregoing is true and correct. Executed on 1/3/2025 at San Bernardino, CA.

By:

Raymond Rojas, Deputy Clerk

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

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

- 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)