

PIM



4651 Brookhollow Cir., Ste. C
Riverside, CA 92509
951-353-8281

Nazo Koulloukian
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010

Job: 6153244 Due: _____
Recipient: _____
Server: BLS Courts Fee: _____
Facility Phone: _____ Created: 09/23/2021

Client: Koul Law Firm Phone: (213) 761-5484

Email: nazo@koullaw.com

Case #		Plaintiff	Phoung
Court	Sacramento County Superior Court - Gordon D. Schaber Courthouse - Civil	Defendant	Winco
Documents			
Instructions			
File and Conform:			
Summons Complaint Civil Case Cover Sheet			
Send to Process Once Filed			

**RUSH
BOSCO LEGAL**

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Date/Time/Initials:

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Age: _____ Gender: _____ Ethnicity: _____ Weight: _____

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

Superior Court of California, County of Sacramento

720 Ninth Street
Sacramento, CA 95814-1311

PAYMENT RECEIPT

Receipt #: 1100765

Clerk ID: kjohnson12

Transaction No: 2296639

Transaction Date: 09/29/2021

Transaction Time: 10:00:06 AM

Case Number	Fee Type	Qty	Fee Amount\$	Balance Due	Amount Paid	Remaining Balance
34-2021-00308800-CU-OE-GDS	194 - Complaint or other 1st paper	1	\$435.00	\$435.00	\$435.00	\$0.00
34-2021-00308800-CU-OE-GDS	34 - Complex case fee plaintiff	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00

Sales Tax: \$0.00

Total: \$1,435.00
Total Rem. Bal: \$0.00

Check Number(s): 69801,69804

Check: \$1,435.00

Total Amount Tendered: \$1,435.00

Change Due: \$0.00

Balance: \$0.00

ORIGINAL

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

WINCO HOLDINGS, INC., and DOES 1-50, inclusive,

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

SOMRET PHOUNG, an individual, on behalf of themself and all others similarly situated,

FILED
Superior Court of California,
SUM-100
FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
09/29/2021
kjohnson12
By _____, Deputy
Case Number:
34-2021-00308800

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

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

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of California
County of Sacramento, Gordon D. Schaber Courthouse
720 9th Street, Sacramento, CA 95814

CASE NUMBER:
(Número del Caso):

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):
Nazo Koulloukian, SBN 263809, 3435 Wilshire Blvd., Ste. 1710, Los Angeles, CA 90010, Tel:(213) 761-5484

DATE: **SEP 29 2021**
(Fecha)

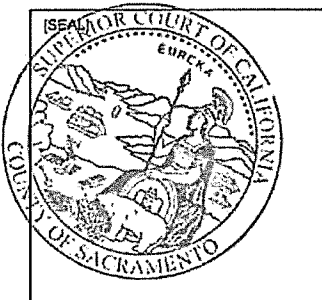
Clerk, by **K. JOHNSON**, Deputy
(Secretario) (Adjunto)

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

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

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):



FILED
Superior Court Of California,
Sacramento
09/24/2021
kjohnson12
By _____, Deputy
Case Number:
34-2021-00308800

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Attorneys for Plaintiff,
SOMRET PHOUNG, and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

SOMRET PHOUNG, an individual, on behalf
of themself and all others similarly situated,

Plaintiffs,

vs.

WINCO HOLDINGS, INC., and DOES 1-50,
inclusive,

Defendants.

Case No.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Wages, Including Overtime
2. Failure to Properly Calculate and Pay Sick Leave Wages
3. Failure to Provide Rest Breaks
4. Failure to Provide Timely, Uninterrupted Meal Breaks
5. Failure to Provide Suitable Seating
6. Failure to Reimburse for Required Business Expenses
7. Failure to Timely Pay All Wages Owed
8. Failure to Provide Timely, Accurate, Itemized Wage Statements
9. Unlawful Business Practices
Bus & Prof. Code §17200

JURY TRIAL DEMANDED

BY FAX

1 Plaintiff SOMRET PHOUNG, individually, and on behalf of themselves and all others
2 similarly situated ("Plaintiff"), alleges as follows:

3 NATURE OF THE ACTION

4 1. Plaintiff brings this wage and hour class action complaint on behalf of themselves, and all
5 others similarly situated against WINCO HOLDINGS, INC., and the other Defendants DOES 1-
6 50, inclusive, (hereafter collectively "Defendants"). In this Complaint, Plaintiff alleges that
7 Defendants failed to pay all wages, including overtime wages, owed to employees, failed to
8 properly calculate and pay sick leave wages, failed to provide compliant rest breaks, failed to
9 provide compliant meal breaks, failed to provide suitable seating, failed to reimburse employees
10 for required working expenses, pay minimum wage for all hours worked, failed to provide
11 accurate payroll records, are liable for waiting time penalties, and engaged in unfair competition.
12 Accordingly, Plaintiff now brings this class action to recover unpaid wages and related relief on
13 behalf of themselves, all others similarly situated. Plaintiff has also provided notice of their claims
14 pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency ("LWDA")
15 and has requested that the agency investigate these claims. Should the agency decline to
16 investigate, Plaintiff will seek leave to amend their complaint to include claims for civil penalties
under the Private Attorney General Act ("PAGA"), Labor Code §2698 *et seq.*

17 2. Plaintiff has filed this as a class action, under Code of Civil Procedure section 382,
18 seeking damages and penalties on behalf of themselves and all other persons who are or have been
19 employed by Defendants from a time period as set forth below as the "Class Period."

20 3. The "Class Period" is designated as the four-year period prior to the filing of this
21 Complaint through the date of final disposition of this action. From the start of the Class Period
22 through the present, Defendants have had a policy and/or practice of ignoring and violating
23 California wage and hour laws, and workplace safety laws, in their business as more fully set
24 forth below.

25 4. During the Class Period, Defendants had an unlawful policy and/or practice of failing
26 to: (1) pay all wages owed for all hours worked, including overtime wages; (2) properly calculate
27 and pay sick leave wages; (3) provide rest breaks; (4) provide timely, uninterrupted meal breaks;
28 (5) provide suitable seating; (6) reimburse for required business expenses; (7) timely pay all

1 wages owed; (8) provide timely, accurate wage statements; and (9) unlawful and unfair business
2 practices.

3 5. Defendants have treated all persons employed in California in such a way as to violate
4 California's laws governing prompt payment of wages owed. Plaintiff assert that Defendants
5 have knowingly and with conscious disregard of the law refused to pay the Class Members all
6 wages, including overtime wages, for work performed and due. Class Members are owed their
7 back pay, plus interest and/or premiums and penalties under Business and Professions Code
8 §17203 to compensate Class Members for the delay in receiving wages due.

9 6. Defendants, by and through their actions, have engaged in unfair competition,
10 requiring restitution to persons affected and disgorgement of profits so obtained.

11 THE PARTIES

12 7. Plaintiff SOMRET PHOUNG is a resident of the State of California and lives in
13 Sacramento, California. Plaintiff was employed as an hourly, nonexempt employee for
14 Defendants. Plaintiff worked for Defendants until February 26, 2021, at an hourly wage.

15 8. Defendant WINCO HOLDINGS, INC., is a California Corporation registered to do
16 business in California with the capacity to sue and to be sued, and doing business, in the county
17 of Sacramento, State of California.

18 9. Plaintiff is unaware of the true names, capacities, relationships, and extent of
19 participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 50, but is
20 informed and believes and thereon alleges that said Defendants are legally responsible for the
21 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names,
22 Plaintiff will amend this complaint when their true names and capabilities are ascertained.

23 10. Plaintiff is informed and believes and thereon alleges that each Defendants, directly
24 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
25 class, and exercised control over their wages, hours, and working conditions. Plaintiff is
26 informed and believes and thereon alleges that each Defendant acted in all respects pertinent to
27 this action as the agent of the other Defendants, carried out a joint scheme, business plan or
28

1 policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the
2 other Defendants.

4 JURISDICTION AND VENUE

5 11. Venue is proper in this judicial district because Defendants conduct business in this
6 county and Defendants have legal obligations to Plaintiff and many of the class members in this
7 case that arose in this county.

8 12. The monetary damages, restitution and statutory penalties sought by Plaintiff exceed
9 the minimal jurisdictional limits of the Superior Court and will be established according to proof
10 at trial. Based on information, investigation and analysis, Plaintiff alleges that the amount in
11 controversy, including claims for monetary damages, penalties and attorney's fees is more than
12 twenty-five thousand dollars (\$25,000).

13 13. The California Superior Court has jurisdiction in this matter because Plaintiffs are
14 residents of California and Defendants are incorporated in and/or qualified to do business in
15 California and regularly conduct business in California. Further, there is no federal question at
16 issue as the claims herein are based solely on California law.

17 GENERAL ALLEGATIONS

18 14. During the Class Period, Defendants committed various violations of the California
19 Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more detail.
20 Defendants enforce multiple policies that violate state law which are intended to increase its own
21 profits to the detriment of its employees.

22 15. Plaintiff and the putative class are employees of Defendants working in their grocery
23 stores.

24 16. Plaintiffs were denied payment for all hour hours worked, including overtime pay
25 owed, resulting from Defendants' practices of requiring employees to dress and undress into
26 protective gear and equipment off the clock, and spending time off the clock purchasing and
27 maintaining required tools, knives, and other materials required for work.

17. Plaintiff and Class Members were paid sick leave wages at their base hourly rates of pay, which is less than required under Labor Code section 246(l).

18. Plaintiff and Class Members were required to provide their own butcher's knives because they were not provided by the Defendant. However, Plaintiff and Class Members were not reimbursed for the cost of these required business expenses. They also were required to take the knives home in order to sharpen them for work purposes, from time to time. Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of discharge of duties, however, here Plaintiffs and Class Members were not reimbursed for the costs of personal items used for work, as required.

19. Regarding rest breaks, Plaintiff and Class Members regularly worked in excess of four hours, or a major fraction thereof, during workdays without being provided at least a ten-minute rest period in which they were relieved of all duties, as required by Cal. Lab. Code §226.7, §512 and Wage Order 7.

20. Regarding meal breaks, Plaintiff and Class Members, Defendant failed to permit Plaintiff and aggrieved to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512.

21. At all relevant times, Defendant failed to provide Plaintiff and Class Members with suitable seating during their employment as required by section 12 of Wage Order 7. Labor Code section 1198 states, in pertinent part, "The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful."

22. Defendants also failed to timely pay all wages owed upon termination and failed to furnish accurate wage statements to Plaintiffs and the Class. Finally, Defendants engaged in unfair competition.

CLASS-ACTION ALLEGATIONS

23. Plaintiff brings this action on behalf of themselves, and all other persons similarly situated, to recover from Defendants unpaid overtime pursuant to the Wage Order 7, alleging that Defendants frequently failed to pay all wages, including overtime wages, owed to employees, failed to properly calculate and pay sick leave wages, failed to provide adequate meal and rest

1 breaks, failed to reimburse for business expenses, failed to provide proper seating, failed to
2 provide accurate payroll records, and are liable for waiting time penalties, and engaged in unfair
3 competition under Business and Professions Code § 17200.

4 24. This action has been brought and may properly be maintained as a class action
5 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
6 ascertainable and there is a well-defined community of interest. Plaintiffs are among in excess of
7 100 employees with like job titles, duties, and hourly wages, who have been similarly injured by
8 Defendants' unlawful conduct.

9 25. The "Relevant Time Period" or proposed "Class Period" as defined herein
10 commences four years prior to the date of filing this Complaint.

11 26. The Plaintiff Class: "All current and former hourly, non-exempt employees of
12 Defendant in California, at any time during the Class Period."

13 27. The proposed Subclasses are defined as follows:

- 14 a. All persons who are employed or have been employed by Defendants in the
15 State of California as hourly, non-exempt workers during the period of the
16 relevant statute of limitations, who worked one or more shifts in excess of five
17 (5) hours.
- 18 b. All persons who are employed or have been employed by Defendants in the
19 State of California as hourly, non-exempt workers during the period of the
20 relevant statute of limitations, who worked one or more shifts in excess of six
21 (6) hours.
- 22 c. All persons who are employed or have been employed by Defendants in the
23 State of California as hourly, non-exempt workers during the period of the
24 relevant statute of limitations, who worked one or more shifts in excess of
25 eight (8) hours.
- 26 d. All persons who are employed or have been employed by Defendants in the
27 State of California as hourly, non-exempt workers during the period of the
28 relevant statute of limitations, who worked one or more shifts in excess of ten
(10) hours.

- 1 e. All persons who are employed or have been employed by Defendants in the
2 State of California as hourly, non-exempt workers during the period of the
3 relevant statute of limitations, who worked one or more shifts in excess of
4 twelve (12) hours.
- 5 f. All persons who are employed or have been employed by Defendants in the
6 State of California as hourly, non-exempt workers during the period of the
7 relevant statute of limitations, who worked one or more shifts in excess of
8 three and one-half hours (3 ½), but less than or equal to six (6) hours.
- 9 g. All persons who are employed or have been employed by Defendants in the
10 State of California as hourly, non-exempt workers during the period of the
11 relevant statute of limitations, who worked one or more shifts in excess of six
12 (6) hours, but less than or equal to ten (10) hours.
- 13 h. All persons who are employed or have been employed by Defendants in the
14 State of California as hourly, non-exempt workers during the period of the
15 relevant statute of limitations, who separated their employment from
16 Defendants.
- 17 i. All persons who are employed or have been employed by Defendants in the
18 State of California as hourly, non-exempt workers during the period of the
19 relevant statute of limitations, who received pay for one or more pay periods.
- 20 j. All persons who are employed or have been employed by Defendants in the
21 State of California as hourly, non-exempt workers during the period of the
22 relevant statute of limitations who were not provided with suitable seating;

23 28. Numerosity: Plaintiffs allege on information and belief that the Class Members
24 exceed 100 and therefore are so numerous as to make it impracticable to bring them all before
25 this Court.

26 29. Means of Identifying the Class: Plaintiffs allege on information and belief that the
27 Class Members can readily be identified through a review of Defendants' payroll records and the
28 records of the company that handles payroll for Defendants.

1 30. Common Questions Predominate the Class: The rights which are the subject of this
2 action are common to all of the Class Members. There are questions of law and fact presented
3 herein which are common to the Class Members represented by Plaintiff and predominate over
4 any questions that affect only individual members of the class. The common questions of law
5 and fact include, but are not limited to, the following:

- 6 i. Whether Defendants violated wage and hour laws by failing to pay employees
7 for all hours worked;
- 8 ii. Whether Defendants violated wage and hour laws by failure to always properly
9 calculate wages and overtime for shifts;
- 10 iii. Whether Defendants violated wage and hour laws by failing to properly calculate
11 and pay sick leave;
- 12 iv. Whether Defendants violated wage and hour laws in failing to reimburse for
13 required business expenses;
- 14 v. Whether Defendants violated wage and hour laws by failing to make rest periods
15 available;
- 16 vi. Whether Defendants violated wage and hour laws by failing to make meal
17 periods available;
- 18 vii. Whether Defendants violated wage and hour laws in failing to provide suitable
19 seating;
- 20 viii. Whether Defendants failure to pay the Class Members all wages owed, including
21 overtime, violated Business & Professions Code § 17200;
- 22 ix. Whether Defendants failure to provide the Class Members rest periods violated
23 Business & Professions Code § 17200;
- 24 x. Whether Defendants failed to provide accurate wage statements to Plaintiffs and
25 the Class as a consequence of the above listed wrongful acts;
- 26 xi. Whether Defendants failed to provide Class Members with correct final wage
27 statements;
- 28 xii. Whether Defendants failed to pay wages, including overtime and final wages, to
 terminated or quitting employees in the Class on a timely basis;

1 xiii. What is the appropriateness and nature of relief to each Plaintiff Class and
2 Subclass member;

3 xiv. Whether Defendants' actions violated Business & Professions Code § 17200;

4 xv. Whether the Class Members are entitled to various penalties from Defendants
5 including, but not limited to, waiting-time penalties under Labor Code §§ 201,
6 202, 203, 204, 226 and 558;

7 xvi. Whether the Class Members are entitled to injunctive relief to enjoin any further
8 violations of wage and labor laws;

9 xvii. What is the extent of liability of each Defendant, including DOE defendants, to
10 each Plaintiff Class and Subclass member?

11 31. Typicality: As alleged above, Plaintiff's claims are typical of the claims of all the
12 Class Members and other members of the Class were subject to the same policies and practices.

13 32. Adequacy: Plaintiff is an adequate representative of the class in that their claims are
14 typical of the Class Members and he has no interest antagonistic to or in conflict with the
15 interests of the Class Members. Plaintiff is qualified to, and will, fairly and adequately protect
16 the interests of the Class Members. Plaintiff is represented by attorneys who have substantial
17 class action experience in wage-and-hour and class action law.

18 33. Superiority: Class action adjudication is superior to other available methods because
19 class action will achieve economies of time, effort, and expense as compared to separate
20 lawsuits, and avoid inconsistent outcomes, because the same issues can be adjudicated in the
21 same manner for the entire class. Furthermore, as the damages suffered by each individual
22 member of the class may be relatively small, the expenses and burden of individual litigation
23 would make it difficult or impossible for individual members of the class to redress the wrongs
24 done to them, while an important public interest will be served by addressing the matter as a
25 class action. Plaintiffs are currently unaware of any pending litigation commenced by any of the
26 Class Members involving the same issues in this complaint. Further, it is desirable to concentrate
27 the litigation of such claims in this forum, and there are no difficulties likely to be encountered in
28 the management of the class action.

34. Manageability: Plaintiff is informed and believes that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendants' corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

35. Plaintiffs request, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules of Court, that the absent Class Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.

FIRST CAUSE OF ACTION
FAILURE TO PAY EARNED WAGES, INCLUDING OVERTIME
Cal. Labor Code §§218, 510, 558, 1194, 1197, 1198, 1199
(All Plaintiffs Against All Defendants)

36. Plaintiffs reassert and re-allege paragraphs 1 through 35, inclusive, as if fully set forth and incorporate said paragraphs herein by reference.

37. Section 2(G) or Wage Order 7 “hours worked” as “the time during which an employee is subject to the control of an employer and including all the time the employee is suffered or permitted to work, whether or not required to do so.”

38. Plaintiff and his coworkers did not receive pay for all hours worked as a result of spending time under the employer's control donning and doffing required safety apparel and equipment, and spending time off the clock purchasing required tools and knives. They receive zero payment for those off the clock hours worked, clearly earning less than minimum wage for all hours worked in violation of Labor Code §1197, 1197.1, 1199 and Wage Order 7-2001 9(A)(1). Defendant has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below:

39. Off-the-Clock Hours Worked. Plaintiff and Class Members frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer's control but

1 not compensated for their time. Plaintiff and Class Members were expected to arrive early and put
2 on protective apparel off the clock. Employees were also required to put this apparel back on prior
3 to clocking in from lunch. Finally, Defendant did not provide employees with sufficient knives
4 and other items reasonably necessary to complete the job, requiring that employees purchase
5 required knives and other tools on their own time and with their own funds. Plaintiff and Class
6 Members were not paid for this time worked, resulting in failure to pay wages, including overtime
7 and minimum wages. Defendant has violated Labor Code §§510 1194, 1194.2, 1197, 1198, 1199
8 and Wage Order 7. Defendant is liable for civil penalties pursuant to Labor Code §2698 *et seq*

9 40. Failure to Include Shift Differential and Bonus/Gift Card Pay in Regular Rate of Pay
10 for Calculating Regular Rate for Penalty, Sick Pay, and Overtime Wages. Pursuant to Labor Code
11 §200(a) "'Wages' includes all amounts for labor performed by employees of every description,
12 whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis,
13 or other method of calculation." Defendant fails to include shift differential payment and bonus
14 payments into the regular rate of pay for purposes of calculating penalty, sick, and overtime pay.

15 41. Failure to Pay Overtime Wages. Employers must pay overtime wages for hours worked
16 over eight per day or forty per week at one and one-half times an employee's regular rate of pay.
17 Labor Code §§ 510, 1194. As described above, Plaintiff and Class Members were required to work
18 off the clock resulting in unpaid overtime, and overtime was not calculated accurately.

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

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SECOND CAUSE OF ACTION
FAILURE TO PROPERLY CALCULATE AND PAY SICK LEAVE WAGES
Cal. Labor Code §246
(All Plaintiffs Against All Defendants)

43. Plaintiff incorporates all preceding paragraphs as if set forth in full herein.
Employers must calculate paid sick leave for non-exempt employees in one of two ways:

- (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek; [or]
- (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Labor Code § 246 (l)

44. Plaintiff and Class Members were paid sick leave wages at their base hourly rates of pay, which is less than required under either of the two alternative methods of calculation provided by Labor Code section 246(l).

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THIRD CAUSE OF ACTION
FAILURE TO PROVIDE REST BREAKS
Cal. Labor Code §§226, 226.7, 512, 558, 2698 et seq.
(All Plaintiffs Against All Defendants)

45. Plaintiffs incorporates all preceding paragraphs as if set forth in full herein.

46. Defendant failed to maintain a compliant rest period policy and practice that provides employees with off-duty rest periods as required by California law.

47. Plaintiff and Class Members were frequently scheduled to work 8-hour shifts or longer, but they frequently often missed breaks due to the press of work. When breaks were provided, they were cut short because Plaintiff and Class Members were required to wear protective gear, which

1 they had to take off and put on during their breaks, cutting into the time they were allowed to take
2 rest.

3 48. Defendant did not authorize or permit all of its hourly employees to take at least a ten
4 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
5 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 7-2001 12(A).

6 49. Defendant failed to pay Plaintiff and similarly situated employees all premium
7 compensation (one hour of pay at the employee's regular rate of pay for missed or untimely rest
8 periods) mandated by Labor Code §226.7 (b) for these missed rest periods. As a derivative claim,
9 Plaintiffs also allege that their pay statements were inaccurate, failing to include required rest
10 period penalties, thus failing the requirements of Labor Code §226(a). As a result of these
11 violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et*
12 *seq.*

13
14 **FOURTH CAUSE OF ACTION**
15 **FAILURE TO PROVIDE TIMELY, UNINTERRUPTED MEAL BREAKS**
16 **Cal. Labor Code §§226, 226.7, 512, 558, 2699 *et seq.***
17 **(All Plaintiffs Against All Defendants)**

18 50. Plaintiffs incorporates all preceding paragraphs as if set forth in full herein.
19 During Plaintiff's employment, Defendant failed to maintain a compliant meal period policy and
20 practice. Defendant failed to provide all of its hourly employees with their right to take an off-duty
21 unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not employ an
22 employee for a work period of more than five hours per day without providing the employee with
23 a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall
24 require an employee to work during any meal... period mandated by an applicable order of the
25 Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in pertinent part,
26 "[u]nless an employee is relieved of all duty during a 30 minute meal period, the meal period shall
27 be considered an 'on duty' meal period and counted as time worked."

28 51. As described above, Plaintiff and Class Members were often too busy and understaffed
to take time away from their duties for breaks and were unable to take compliant meal or rest

1 breaks. When Plaintiff was able to take a meal period, he was frequently interrupted as he had to
2 remain available to assist managers and customers. As stated above, Plaintiff and Class Members
3 were required to wear protective gear which they were expected to take off and put back on which
4 cut into their break time. Plaintiff never received second meal breaks during shifts of 10 hours or
5 longer.

6 52. Defendant failed to permit Plaintiff and aggrieved to take timely, off-duty, meal breaks
7 of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
8 §§226.7 and 512. Moreover, Defendant failed to properly pay penalty wages for meal period
9 violations. Pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863, “the
10 calculation of premium pay for a noncompliant meal...period, like the calculation of overtime pay,
11 must account for not only hourly wages but also other nondiscretionary payments for work
12 performed by the employee.”

13 53. As a derivative claim, Plaintiff alleges that pay statements were inaccurate, failing to
14 include required meal period penalties, thus failing the requirements of Labor Code §226(a). As
15 a result of these violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code
16 §558 and §2698 *et. seq.*

17 **FIFTH CAUSE OF ACTION**
18 **FAILURE TO PROVIDE SUITABLE SEATING**
19 **Cal. Lab. Code §1198 and Wage Order 7-2001, Section 12**
20 **(All Plaintiffs Against All Defendants)**

21 54. Plaintiffs incorporates all preceding paragraphs as if set forth in full herein.

22 55. Labor Code section 1198 states, in pertinent part, “The employment of any
23 employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

24 56. Section 12 of Wage Order 7 provides that:

25 (A) All working employees shall be provided with suitable seats when the nature of
26 the work reasonably permits the use of seats.

27 (B) When employees are not engaged in the active duties of their employment and the
28 nature of the work requires standing, an adequate number of suitable seats shall be placed

1 in reasonable proximity to the work area and employees shall be permitted to use such
2 seats when it does not interfere with the performance of their duties.

3 57. At all relevant times, Defendant failed to provide Plaintiff and Class Members with
4 suitable seating during their employment as required by section 14 of the applicable Wage Order.
5 For example, Plaintiff and other Class Members were not provided with seating during shifts in
6 which they worked at the meat and deli counters, in positions which would reasonably permit the
7 use of seating. Upon information and belief, the work performed at the meat and deli counters
8 includes customer service, weighing and labeling items, and other common tasks that can be
9 performed while seated and the location of the tasks to be performed made it feasible to do so
10 while seated.

11 58. Accordingly, Plaintiff, on behalf of himself and Class Members, will pursue civil
12 penalties under Labor Code §2698 *et seq.*, and all available remedies to the extent allowed by law
13 for the alleged violations.

14
15 **SIXTH CAUSE OF ACTION**
16 **FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES**
17 **Cal. Lab. Code §§1198, 2802, Wage Order §9, 2699 *et seq.***
18 **(All Plaintiffs Against All Defendants)**

19 59. Plaintiffs incorporates all preceding paragraphs as if set forth in full herein.

20 60. Labor Code §2802 requires employers to indemnify employees for necessary
21 expenditures or losses incurred by employees in direct consequence of discharge of duties. Here,
22 Defendant required Plaintiff and employees to purchase and use their own personal carving knives
23 for work related duties and they were required to take the knives home to sharpen them and bring
24 them back for use at work but failed to reimburse Plaintiff and employees for this use as required
25 by the Labor Code and Wage Order §9. Employees were also often required to provide their own
26 masks at their own expense to protect themselves from Covid-19 in the workplace. Accordingly,
27 Defendant is liable for civil penalties under PAGA §2698 *et seq.*

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SEVENTH CAUSE OF ACTION
FAILURE TO TIMELY PAY ALL WAGES OWED
Cal. Lab. Code §§201, 202, 203, 204, 210 and 1199
(All Plaintiffs Against All Defendants)

61. Plaintiff incorporates all preceding paragraphs as if set forth in full herein.

62. As set forth above, due to Defendant's unlawful employment practices, Defendant knowingly and willfully failed to pay all compensation due and owing to Plaintiff at the time employment terminated. Defendant willfully failed to pay Plaintiff and Class Members who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Pursuant to §§203, Plaintiff and similarly situated individuals are now also entitled to recover up to thirty (30) days of wages due to employer's failure to comply with the statutory requirements of §§201 and 202 of the Labor Code.

63. Defendant also failed to pay all wages owed twice per month. Defendant was required to pay Plaintiff and Class Members all wages earned twice during each calendar month pursuant to Labor Code §204(a). Defendant failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, Plaintiff and Class Members 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 resulting in liability under Labor Code §210 for violation of §204.

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EIGHTH CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS AND
MAINTAIN ACCURATE RECORDS
Cal. Labor Code §§ 226, 1174, and 1199
(All Plaintiffs Against All Defendants)

64. Plaintiff incorporates all preceding paragraphs as if set forth in full herein.

65. California Labor Code § 226(a) provides that "[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked..., (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a

1 piece-rate basis, (4) all deductions ... , (5) net wages earned, (6) the inclusive dates of period for
2 which the employee is paid, (7) the name of the employee and his or her social security
3 number..., (8) the name and address of the legal entity that is the employer, and (9) all applicable
4 hourly rates in effect during the pay period and the corresponding number of hours worked at
5 each hourly rate by the employee.”

6 66. Labor Code § 226(a) further provides that “[t]he deductions made from payments of
7 wages shall be recorded in ink or other indelible form, properly dated, showing the month, day,
8 and year, and a copy of the statement or a record of the deductions shall be kept on file by the
9 employer for at least three years at the place of employment or at a central location within the
10 State of California.”

11 67. Labor Code § 226(e) provides that “[a]n employee suffering injury as a result of a
12 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
13 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
14 a violation occurs and one hundred dollars (\$100) per employee for each violation in a
15 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4000), and
16 is entitled to an award of costs and reasonable attorney's fees.”

17 68. Labor Code § 1174 provides that “[e]very employer employing labor in this state
18 shall ... (c) [k]eep a record showing the names and addresses of all employees employed and the
19 ages of all minors [and] (d) [k]eep at a central location in the state or at the plants or
20 establishments at which employees are employed, payroll records showing the hours worked
21 daily by and the wages paid to, and the number of piece-rate units earned by and any applicable
22 piece rate paid to, employees employed at the respective plants or establishments. These records
23 shall be kept in accordance with rules established for this purpose by the commission, but in any
24 case shall be kept on file for not less than two years.”

25 69. Labor Code § 1174.5 provides that “[a]ny person employing labor who willfully fails
26 to maintain the records required by subdivision (c) of Section 1174 or accurate and complete
27 records maintained by subdivision (d) of Section 1174, or to allow any member of the
28 commission or employees of the division to inspect records pursuant to subdivision (b) of
Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).”

1 70. Plaintiffs allege on information and belief that Defendants knowingly and
2 intentionally failed to furnish Plaintiff and Class Members with accurate itemized statements
3 from time to time for each pay period that they worked, and frequently failed to maintain
4 accurate payroll records of the Class Members as mandated by Labor Code §§ 226 and 1174.
5 Inaccuracies in the wage statements and payroll records were caused, among other reasons, by
6 Defendants' unlawful timekeeping practices that resulted in underreporting hours worked and
7 overtime hours worked. Plaintiffs allege on information and belief that as a result of Defendants'
8 conduct, the Class Members sustained damages. As such, the Class Members are entitled to civil
9 penalties and an award of costs and attorney's fees under § 226(e). In addition, the Class
10 Members are entitled to recover civil penalties under § 1174.5.

11
12 **NINTH CAUSE OF ACTION**
13 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**
14 **California Business and Professions Code section 17200, et seq.**
 (All Plaintiffs Against All Defendants)

15 71. Plaintiffs incorporates all preceding paragraphs as if set forth in full herein.

16 72. The unlawful timekeeping practices resulting in unpaid wages, unpaid overtime,
17 failure to properly calculate and pay sick leave, failure to provide adequate rest breaks, failure to
18 provide timely and uninterrupted meal breaks, failure to pay required business expenses, failure
19 to provide suitable seating, and failure to pay wages as required twice per month and timely upon
20 termination, constitute unlawful and unfair business acts and/or practices within the meaning of
21 Business and Professions Code §17200 *et seq.*, including but not limited to violations of the
22 applicable State of California Industrial Welfare Commission Wage Orders, regulations and
23 statutes, or are practices which are otherwise unfair, deceptive and unlawful.

24 73. Indeed, Defendants' failure to pay the wages to Plaintiff and other Class Members as
25 alleged above constitutes an unlawful, unfair or fraudulent business act or practice, in violation
26 of Business & Professions Code § 17200 *et seq.*

27 74. Pursuant to Business & Professions Code § 17203, the members of the UCL Subclass
28 are entitled to restitution of premium wages and other pay owed, including penalty pay, where
such wages were due during the Class Period, according to proof.

75. In addition, unless the Court imposes an injunction against Defendants requiring Defendants to pay full wages in the future, Plaintiff and Class Members will suffer immediate and irreparable harm and will have no adequate remedy at law. Accordingly, the Class Members request that this Court enter a preliminary and permanent injunction requiring Defendants to cease and desist from their unlawful business practices and pay compensation as required by California law.

76. This cause of action is brought as a cumulative remedy as provided in Business and Professions Code §17205, and is intended as an alternative remedy for restitution for Plaintiff and members of the relevant subclasses for any portion of time commencing within three (3) years before filing this complaint, and as the primary remedy for Plaintiff, and the relevant subclasses, for any portion of time during the *fourth year* before filing this Complaint, as this period of time exceeds the general statute of limitations on statutory wage claims.

77. Plaintiff, on behalf of themselves and the proposed Class requests the violations of each defendant be enjoined, and other equitable relief provided, as this court deems proper, including an order requiring Defendants to make tax contributions on the accrued wages in the form of FICA, Social Security, Medicare, Unemployment Insurance or other applicable payments. Defendants' conduct, business acts and practices undermined competition and was done in order to avoid costs other lawful employers comply with in order to avoid payment of full compensation, ages and statutory penalties owed.

78. Plaintiff and the Class Members request relief, as described below, including restitution owed, in an amount according to proof, and for reasonable costs of suit and reasonable attorney's fees as provided by the Labor Code and the Code of Civil Procedure § 1021.5, or other applicable law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

For the First Cause of Action- Failure to Pay Wages:

1. For compensatory damages according to proof at trial;

2. For prejudgment interest, at the legal rate;
3. For penalties pursuant to Labor Code §§ 203, 510, 558;
4. For attorneys' fees;
5. For costs of suit incurred herein; and
6. For such other and further relief as the Court may deem appropriate.

For the Second Cause of Action- Failure to Properly Calculate and Pay Sick Leave Wages:

1. For compensatory damages according to proof at trial;
2. For attorneys' fees;
3. For costs of suit incurred;
4. For prejudgment interest; and
5. For penalties and such other and further relief as the Court deems proper.

For the Third Cause of Action- Failure to Provide and/or Authorize Rest Breaks:

1. For compensatory damages according to proof at trial;
2. For additional wages pursuant to Labor Code § 226.7;
3. For penalties pursuant to Labor Code §§ 203 and 558;
4. For attorneys' fees;
5. For costs of suit incurred;
6. For prejudgment interest; and
7. For such other and further relief as the Court deems proper.

For the Fourth Cause of Action- Failure to Provide Timely and Uninterrupted Meal Breaks:

1. For compensatory damages according to proof at trial;
2. For additional wages pursuant to Labor Code § 226.7;
3. For penalties pursuant to Labor Code §§ 203 and 558;
4. For attorneys' fees;
5. For costs of suit incurred;
6. For prejudgment interest; and
7. For such other and further relief as the Court deems proper.

For the Fifth Cause of Action- Failure to Provide Suitable Seating:

1. For compensatory damages according to proof at trial;

2. For attorneys' fees;
3. For costs of suit incurred;
4. For prejudgment interest; and
5. For penalties and such other and further relief as the Court deems proper.

For the Sixth Cause of Action- Failure to Reimburse Required Business Expenses

1. For compensatory damages according to proof at trial;
2. For reimbursement of all items purchased/used for business pursuant to Labor Code §2802
3. For attorneys' fees;
4. For costs of suit incurred;
5. For prejudgment interest; and
6. For such other and further relief as the Court deems proper.

For the Seventh Cause of Action- Failure to Timely Pay All Wages Owed:

1. For compensatory damages according to proof at trial;
2. For the wages of each Class Member at their regular daily rate up to a maximum of thirty (30) days;
3. For penalties pursuant to Labor Code §§ 203 and 558;
4. For attorneys' fees pursuant to Labor Code §§ 218.5 and 226, and any other applicable statute;
5. For all costs of suit herein incurred;
6. For an award of interest, including prejudgment interest, as provided by law and according to proof at trial; and
7. For such other relief, in law or in equity, as this Court deems just and proper.

For the Eighth Cause of Action- Inaccurate Payroll Records:

1. For compensatory damages according to proof at trial;
2. For penalties pursuant to Labor Code §§ 226 and 1174;
3. For attorneys' fees;
4. For costs of suit incurred;
5. For prejudgment interest; and
6. For such other and further relief as the Court deems proper.

1
2 For the Ninth Cause of Action- Unfair Business Practices:

- 3 1. For a preliminary and permanent injunction requiring Defendants to (1) pay all
4 owed wages; (2) properly calculate and pay sick leave; (3) provide meal and rest periods;
5 (4) provide appropriate seating; (5) reimburse for personal items used for work; and (6)
6 provide and maintain appropriate payroll records;
7 2. For compensatory damages according to proof at trial;
8 3. For attorneys' fees;
9 4. For costs of suit incurred;
10 5. For prejudgment interest; and
11 6. For such other and further relief as the Court deems proper.

12
13 DATED: September 23, 2021

KOUL LAW FIRM

LAW OFFICES OF SAHAG MAJARIAN II

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15 
16 BY: Nazo Koulloukian, Esq.
17 Attorneys for Plaintiff SOMRET PHOUNG
18 and putative class members

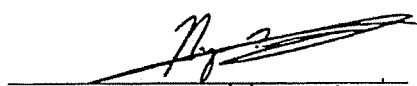
19 ***DEMAND FOR JURY TRIAL***

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21 Plaintiff, on behalf of themselves and the putative class, hereby demands trial by jury to the
22 full extent permitted by law.

23 DATED: September 23, 2021

KOUL LAW FIRM

LAW OFFICES OF SAHAG MAJARIAN II

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25 
26 BY: Nazo Koulloukian, Esq.
27 Attorneys for Plaintiff SOMRET PHOUNG
28 and putative class members

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Nazo Koulloukian, SBN 263809 KOUL LAW FIRM 3435 Wilshire Blvd., Suite 1710 Los Angeles, CA 90010 TELEPHONE NO.: (213) 761-5484 FAX NO.: (818) 561-3938 ATTORNEY FOR (Name): Plaintiff and the Proposed Classes	FILED CM-010 FOR COURT USE ONLY Superior Court of California, Sacramento 09/24/2021 kjohnson12 By _____, Deputy Case Number: 34-2021-00308800
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO STREET ADDRESS: 720 9th Street MAILING ADDRESS: 720 9th Street CITY AND ZIP CODE: Sacramento 95814 BRANCH NAME: Gordon D. Schaber Sacramento County Courthouse	
CASE NAME: SOMRET PHOUNG v. WINCO HOLDINGS, INC., et al.	
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)	Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: JUDGE: DEPT:	

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

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

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Nine (9)
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.)

BY FAX

Date: September 23, 2021
 Nazo Koulloukian

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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