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FILED
Superior Court of California
County of Los Angeles

MAY 07 2014

Sherri R. Carter, Executive Officer/Clerk
By Cristina Grijalva Deputy
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URIEL HERNANDEZ

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL CIVIL**

URIEL HERNANDEZ, on behalf of himself) Case No.: **BC544871**
and all persons similarly situated,)
Plaintiff,) **CLASS ACTION**
vs.) **COMPLAINT FOR RESTITUTION,**
) **DAMAGES AND INJUNCTIVE RELIEF**
)
) **1. UNLAWFUL BUSINESS PRACTICES IN**
) **VIOLATION OF CAL. B&P CODE 17200 et seq.**
) **2. FAILURE TO PAY EARNED WAGES AND**
) **OVERTIME COMPENSATION IN**
) **VIOLATION CAL. LABOR CODE 204, 210,**
) **218, 510, 1194 AND 1198**
) **3. FAILURE TO PROVIDE MEAL AND**
) **REST PERIODS IN VIOLATION OF**
) **CAL. LAB. CODE § 226.7 AND 512;**
) **4. FAILURE TO PROVIDE WAGES WHEN**
) **DUE AND WAITING TIME PENALTIES IN**
) **VIOLATION OF CAL. LAB. CODE § 203;**
) **5. FAILURE TO COMPENSATE FOR ALL**
) **HOURS WORKED [Labor Code § 1198]**
) **6. FAILURE TO PROVIDE ACCURATE**
) **ITEMIZED WAGE STATEMENTS [Labor**
) **Code § 226]**
) **7. PRIVATE ATTORNEY**
) **GENERAL ACT [Labor Code § 2698];**

PIZZA HUT OF AMERICA, INC.;
SOUTHERN CALIFORNIA PIZZA
COMPANY, LLC; JERRY ARDIZZONE;
DOES 1 – 100, Inclusive,
Defendants.

JURY DEMAND

PLAINTIFF URIEL HERNANDEZ ("HERNANDEZ" and/or "PLAINTIFF"), on
behalf of himself and all persons similarly situated, allege on information and belief, except for
his own acts and knowledge, the following:

RECEIPT #: CCH195707026
DATE PAID: 05/07/14 10:49 AM
PAYMENT: \$435.00
RECEIVED:
CHECK: \$0.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$435.00

CIT/CASE: BC544871
LEA/DEF#:

THE PARTIES

1. PLAINTIFF URIEL HERNANDEZ is and at all relevant times mentioned herein, residents of Los Angeles County or Ventura Counties, State of California or worked in Los Angeles County.

2. PLAINTIFF is informed and believes, and thereon alleges that DEFENDANT PIZZA HUT OF AMERICA, INC. ("PIZZA HUT OF AMERICA" and/or "DEFENDANTS") dba Pizza Hut, is, and was at all relevant times mentioned herein, a Delaware corporation doing business in Los Angeles, California, County of Los Angeles, with a registered agent, CT Corporation, 818 W. 7th Street, Los Angeles, California 90017.

3. PLAINTIFF is informed and believes, and thereon alleges that Defendant SOUTHERN CALIFORNIA PIZZA COMPANY, LLC ("SOUTHERN CALIFORNIA PIZZA" and/or "DEFENDANTS") is, and was at all relevant times mentioned herein, a foreign corporation, registered in the State of Delaware, doing business in Los Angeles, California, with a registered agent, Jerry Ardizzone, 1 City Boulevard West, Suite 750, Orange, California 92868.

4. PLAINTIFF is informed and believes, and thereon alleges that Defendant JERRY ARDIZZONE ("ARDIZZONE" and/or "DEFENDANTS") is, and was at all relevant times mentioned herein, the registered agent of Defendant corporations SOUTHERN CALIFORNIA PIZZA COMPANY, LLC, and an officer, director of said corporation.

6. PLAINTIFF is informed and believes, and thereon alleges that Defendant JERRY ARDIZZONE ("ARDIZZONE" and/or "DEFENDANTS") is, and at all relevant times mentioned herein, residents of Los Angeles County, Orange County, San Bernardino County, Riverside County, or worked in Los Angeles County and/or Orange County, California.

7. PLAINTIFF is informed and believes that DEFENDANTS own and operate over 200 Pizza Hut pizza locations in California, employing approximately 3,500 putative class members.

8. PLAINTIFF is ignorant of the true names and capacities of defendants sued herein as Does 1-500, inclusive, and therefore sues these defendants by those fictitious names.

PLAINTIFF will seek leave to amend this Complaint to allege their true names and capacities when ascertained.

1 9. PLAINTIFF is informed and believes, and thereon alleges, that each of the fictitiously
2 named defendants is responsible in some manner for the occurrences herein alleged, and that the
3 PLAINTIFF's damages as alleged in this Complaint were proximately caused by these
4 fictitiously named defendants.

5 10. PLAINTIFF is informed and believes, and thereon alleges, that at all relevant times
6 mentioned herein, each of the defendants was the agent and employee of each of the remaining
7 defendants, and in doing the things hereinafter alleged, was acting in the course and scope of
8 such agency and employment.

9 11. Venue is properly laid in this Court in that the claims and injuries occurred in the County
10 of Los Angeles and the Defendants are located in Los Angeles County, California.

11 INTRODUCTION

12 11. PLAINTIFF regularly worked 35 or more hours per week. However, PLAINTIFF
13 regularly worked 7 to 8 or more hour shifts per day. The primary jobs of PLAINTIFF is
14 "insiders" (work inside the PIZZA HUT OF AMERICA pizza locations) and delivery
15 drivers/insiders. The PLAINTIFF was generally required to work overtime on a daily basis, were
16 not permitted to take meal breaks, rest periods, and were not paid for all the hours worked, not
17 paid overtime for more than 8 hours a day, 40 hours a week.

18 12. Defendants PIZZA HUT OF AMERICA, INC. and SOUTHERN CALIFORNIA PIZZA
19 COMPANY, LLC, upon information and belief, are pizza businesses operated by Defendants
20 JERRY ARDIZZONE, and doing business in Los Angeles, California, and Southern and Central
21 California, which employed Plaintiff as workers at various Pizza Hut pizza store locations.
22 Plaintiff were also employed in other locations in and around Los Angeles County.

23 THE UCL REMEDIES

24 13 As a result of DEFENDANTS UCL violations, PLAINTIFF, on behalf of himself and the
25 CALIFORNIA CLASS, seek restitutionary disgorgement of DEFENDANTS ill-gotten gains into
26 a fluid fund to recover all the money that DEFENDANTS were required by law to pay, but failed
27 to pay, to PLAINTIFF and all other CALIFORNIA CLASS members in order to pay restitution
28 to PLAINTIFF and the CALIFORNIA CLASS. PLAINTIFF also seeks all other relief available
to them and other "insiders" and/or delivery drivers. PLAINTIFF also seeks declaratory relief
finding that the employment practices and policies of DEFENDANTS violate California law.

1 14. PLAINTIFF brings the First Cause of Action ("COA") for Unfair, Unlawful and
2 Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code 17200, et seq. (the "UCL").

3 15. As food service workers during the period beginning on the date four years before the
4 filing of this complaint and ending on the date as determined by the filings.

5 16. To the extent equitable tolling operates to toll claims by PLAINTIFF against
6 DEFENDANTS, the times should be adjusted accordingly.

7 17. DEFENDANTS, as a matter of corporate policy, practice and procedure, and in violation
8 of the applicable Labor Codes, Industrial Welfare Commission ("IWC") Wage Order
9 Requirements, and the applicable provisions of California law, intentionally, knowingly, and
10 willfully engaged in a practice whereby DEFENDANTS unfairly, unlawfully, and deceptively
11 instituted a practice to ensure that the employees were not paid overtime, permitted meal periods,
12 or permitted rest periods, by California Labor Code 512.

13 18. Misclassification of managers and assistant managers to the extent that assistant
14 managers, shift leads and managers are misclassified, said managers and assistant managers and
15 shift leads are really hourly employees who do the same work as everyone else.

16 19. DEFENDANTS have the burden of proof that each and every employee was properly paid
17 pursuant to Cal. Lab. Code Sec. 512 et seq. DEFENDANTS, however, as a matter of uniform
18 and systematic policy and procedure had in place during the time periods and still have in place a
19 policy and practice that denies PLAINTIFF their proper pay.

20 THE CONDUCT

21 20. PLAINTIFF URIEL HERNANDEZ and other Pizza Hut pizza workers were employed
22 by Defendants PIZZA HUT OF AMERICA, INC., dba Pizza Hut, a foreign corporation;
23 SOUTHERN CALIFORNIA PIZZA COMPANY, LLC; JERRY ARDIZZONE and DOES 1-
24 100, Inclusive, at various locations for varying amounts of years. PLAINTIFF was not paid
25 overtime, given meal or rest periods, or paid the proper amount for their hours worked, and
26 forced to work off the clock, in violation of California law. Also PLAINTIFF was employed as
27 minors, hired by said Defendants with no work permits and employed under conditions in
28 violation of California law.

29 21. As a food service type corporation doing business in California, DEFENDANTS are
30 subject to the UCL and the overtime laws of the State of California.

1 22. PLAINTIFF is hourly workers, ranging from \$8.00 per hour to \$12.00 per hour as
2 follows: The CALIFORNIA CLASS average pay range falls between \$8.00 and \$12.00 per
3 hour.

4 23. PLAINTIFF customarily worked between one and two hours overtime each day.
5 PLAINTIFF customarily worked between one and two hours off the clock each shift.
6 PLAINTIFF was required to log in their hours on the computer. However, PLAINTIFF was
7 required to punch out at the end of their shift, then stay working on accounting and cleaning the
8 stores. DEFENDANTS then manipulated the computer data as necessary to avoid paying more
9 than 7 to 8 hours per shift and to avoid paying overtime.

10 24. DEFENDANTS intentionally failed to keep accurate records of PLAINTIFF work time all
11 to PLAINTIFF'S detriment and to the detriment of the IRS and the California Franchise Tax
12 Board ("FTB").

13 25. DEFENDANTS intentionally failed to pay PLAINTIFF for hours worked, including
14 overtime, meal periods, rest periods.

15 26. By reason of this uniform conduct applicable to PLAINTIFF, DEFENDANTS committed
16 acts of unfair competition in violation of California Unfair Competition Law, Cal. Bus. & Prof.
17 Code Sec. 17200 (the "UCL"), by engaging in company-wide policies and procedures which
18 failed to properly compensate PLAINTIFF, the California FTB and the United States Internal
19 Revenue Services, the Social Security Administration, California state government, among
20 others.

21 27. Defendants' violation of California wage and hour laws constitutes a business practice
22 because it was done repeatedly over a significant period of time and in a systematic manner to
23 the detriment of Plaintiff.

24 28. For the four years preceding the filing of this action, Plaintiff has suffered damages and
25 requests damages and/or restitution of all monies and profits to be disgorged from Defendants in
26 an amount according to proof at time of trial, but in excess of the jurisdiction of this Court.

27 29. As a result of DEFENDANT's intentional disregard of the obligation to meet this burden,
28 DEFENDANTS failed to properly calculate and/or pay all required overtime compensation for
29 work performed by PLAINTIFF and violated the California Labor Code and regulations
30 promulgated thereunder as herein alleged.

1 30. PLAINTIFF was employees as treated by DEFENDANTS and as defined under
2 California Labor Code 3351. PLAINTIFF was paid an hourly wage based on the amount of time
3 DEFENDANTS scheduled PLAINTIFF to work at the Pizza Hut store where PLAINTIFF was
4 assigned. Misclassification of managers and assistant managers as other than hourly
5 employees.

6 31. PLAINTIFF complained of the lack of overtime pay, but still were not properly
7 compensated.

8 32. DEFENDANTS, as a matter of corporate policy, practice and procedure, and in violation
9 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order
10 Requirements, and the applicable provisions of California law, intentionally, knowingly, and
11 willfully engaged in a practice whereby DEFENDANTS unfairly, unlawfully, and deceptively
12 instituted a practice to ensure that the employees were not paid the actual time worked.

13 33. PLAINTIFF was required to "clock out" up to a half an hour to two hours before
14 completing their work at the Pizza Hut stores to which PLAINTIFF was assigned. Further, some
15 PLAINTIFF was then required to drive to the bank following their shift in order to make a
16 nighttime cash deposit at the bank, time for which PLAINTIFF was not compensated and for
17 which DEFENDANTS have not accounted for in calculating wages due, overtime, meal and rest
18 periods. In actuality, DEFENDANTS knew that PLAINTIFF was spending many hours in
19 overtime which was never compensated.

20 34. DEFENDANTS, further as a matter of corporate policy, practice and procedure, and in
21 violation of applicable Labor Code, and the applicable provisions of California law,
22 intentionally, knowingly and willfully engaged in a practice whereby DEFENDANTS unfairly,
23 unlawfully, and deceptively instituted a practice to ensure that the employees were unable to take
24 their Meal and Rest Periods.

25 35. Plaintiff URIEL HERNANDEZ and other "insiders" and/or delivery drivers were
26 employed by DEFENDANTS at their various store locations for varying amounts of years.
27 PLAINTIFF job duties were among other things to take orders, make pizzas, keep track of
28 inventory and accounting and when necessary deliver pizzas. PLAINTIFF was not properly
compensated for regular wages, overtime, meal and rest periods. Records also show the names

1 of many other "insiders" and/or delivery drivers employed over the years by the
2 DEFENDANTS, few of which were paid for all hours worked, for overtime, not given meal or
3 rest periods, or paid the proper amount for their hours worked, in violation of California law.
4 PLAINTIFF is representative of the CALIFORNIA CLASS by virtue of the duties or providing
5 being insiders and/or delivery drivers, and DEFENDANTS failure to properly compensate
6 PLAINTIFF.

6 36. The Unlawful, Unfair, and/or Deceptive Failure to Have in Place a Company-Wide
7 Policy, Practice and Procedure to Correctly Determine whether PLAINTIFF and members of the
8 CALIFORNIA CLASS were paid for all hours work, including overtime and for meal and rest
9 periods.

10 37. As a result of DEFENDANT's intentional disregard of the obligation to meet this burden,
11 DEFENDANTS failed to properly calculate and/or pay all required overtime compensation for
12 work performed by the members of the CALIFORNIA CLASS and violated the California Labor
13 Code and regulations promulgated thereunder as herein alleged.

14 38. DEFENDANTS failed to keep accurate records of PLAINTIFF work time.
15 DEFENDANTS failed to pay PLAINTIFF for hours worked, including regular wages for all
16 hours worked, overtime, meal periods, rest periods.

17 39. By reason of this uniform conduct applicable to PLAINTIFF, DEFENDANTS committed
18 acts of unfair competition in violation of California Unfair Competition Law, Cal. Bus. & Prof.
19 Code Sec. 17200 (the "UCL"), by engaging in company-wide policies and procedures which
20 failed to properly compensate PLAINTIFF.

21 40. Defendants' violation of California wage and hour laws constitutes a business practice
22 because it was done repeatedly over a significant period of time and in a systematic manner to
23 the detriment of PLAINTIFF.

24 41. For the four years preceding the filing of this action, PLAINTIFF have suffered damages
25 and requests damages and/or restitution of all monies and profits to be disgorged from
26 DEFENDANTGS in an amount according to proof at time of trial, but in excess of \$25,000.00 or
27 the jurisdictional minimums of this Court.

28 42. As a result of DEFENDANT's intentional disregard of the obligation to meet this burden,
DEFENDANTS failed to properly calculate and/or pay all required overtime compensation for

1 work performed by PLAINTIFF and violated the California Labor Code and regulations
2 promulgated thereunder as herein alleged.

3 43. DEFENDANTS have the burden of proof that each and every employee was properly
4 paid pursuant to Cal. Lab. Code Sec. 512 et seq. DEFENDANTS, however, as a matter of
5 uniform and systematic policy and procedure had in place during the time periods and still have
6 in place a policy and practice that denies "insiders" and/or delivery drivers their proper pay

7
8 **JURISDICTION AND VENUE**

9 44. This Court has jurisdiction over PLAINTIFF' action pursuant to California
10 Business & Professions Code § 17203 and Labor Code § 1194. Venue is proper in this judicial
11 district pursuant to California Code of Civil Procedure § 393 and §393.5 because (i) the liability
12 of DEFENDANTS arose in part in Los Angeles County, California (ii) violations of the unfair
13 competition law by DEFENDANTS occurred in Los Angeles County, California; and, (iv)
14 DEFENDANTS transact substantial business in Los Angeles County, California.

15 45. Venue is properly laid in this Court in that some or all of the claims and injuries occurred
16 in the County of Los Angeles and the Defendants did business in Los Angeles County,
17 California.

18 **FIRST CAUSE OF ACTION**

19 **For Unlawful Business Practices**

20 **[Cal. Bus & Prof. Code § 17200 et seq.]**

21 **(By PLAINTIFF Against ALL DEFENDANTS and DOES 1-100)**

22 46. PLAINTIFF reallege and incorporate by this reference, as though fully set forth herein,
23 paragraphs 1 through 45 of this Complaint. This cause of action is brought against all Defendants
24 jointly and individually.

25 47. PLAINTIFF brings the First Cause of Action ("COA") for Unfair, Unlawful and
26 Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code 17200, et seq. (the "UCL").

27 48. As food service workers during the period beginning on the date four years before the
28 filing of this complaint and ending on the date as determined by the filings.

49. To the extent equitable tolling operates to toll claims by PLAINTIFF against
DEFENDANTS, the times should be adjusted accordingly.

1 50. DEFENDANTS, as a matter of corporate policy, practice and procedure, and in violation
2 of the applicable Labor Codes, Industrial Welfare Commission ("IWC") Wage Order
3 Requirements, and the applicable provisions of California law, intentionally, knowingly, and
4 willfully engaged in a practice whereby DEFENDANTS unfairly, unlawfully, and deceptively
5 instituted a practice to ensure that the employees were not paid overtime, permitted meal periods,
6 or permitted rest periods, by California Labor Code 512.

7 51. Misclassification of managers and assistant managers and shift leads to the extent it exists
8 is hereby pled based on the rules regarding managers, assistant managers and shift leads
9 spending less than 50 percent of their time do actual managerial duties such that they are in
10 essence hourly workers.

11 52. DEFENDANTS are persons as that term is defined under California Business &
12 Professions Code § 17201.

13 53. DEFENDANTS have the burden of proof that each and every employee was properly paid
14 pursuant to Cal. Lab. Code Sec. 512 et seq. DEFENDANTS, however, as a matter of uniform
15 and systematic policy and procedure had in place during the time periods and still have in place a
16 policy and practice that denies PLAINTIFF their proper pay.

17 54. California Business & Professions Code § 17200 et seq. (the "UCL") defines unfair
18 competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
19 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
20 as follows:

21 Any person who engages, has engaged, or proposes to engage in unfair
22 competition may be enjoined in any court of competent jurisdiction. The
23 court may make such orders or judgments, including the appointment of a receiver, as
24 may be necessary to prevent the use or employment by any person of any practice which
25 constitutes unfair competition, as defined in this chapter, or as may be necessary to
26 restore to any person in interest any money or property, real or personal, which may have
27 been acquired by means of such unfair competition.

28 California Business & Professions Code § 17203.

55. Through the conduct alleged herein, DEFENDANTS have engaged in an unlawful,
unfair, and/or deceptive business practice by violating California law, including but not limited
to provisions of the Wage Orders, the Regulations implementing the Fair Labor Standards Act as
enacted by the Secretary of Labor, the California Labor Code, the Code of Federal Regulations

1 and the California Code of Regulations, the opinions of the Department of Labor Standards
2 Enforcement, California Labor Code §§ 510, *et seq.*, California Labor Code § 226, California
3 Labor Code § 226.7, and California Labor Code § 203 by unfairly violating the public policy of
4 the state of California by failing to pay PLAINTIFF for all hours worked; failure to pay for
5 overtime, failure to provide meal and rest periods, and DEFENDANTS told the employees they
6 were not entitled to the benefits of these laws, knowing the statements to be untrue, for which
7 this Court should issue declaratory, injunctive and other equitable relief, pursuant to Cal. Bus. &
8 Prof. Code § 17203, as may be necessary to prevent and remedy the conduct held to constitute
9 unfair competition.

10 56. By and through the unlawful, unfair, and/or deceptive business practices described
11 herein, DEFENDANT has obtained valuable property, money, and services from the
12 PLAINTIFF, and has deprived them of valuable rights and benefits guaranteed by law, all to
13 their detriment and to the benefit of DEFENDANT so as to allow DEFENDANT to unfairly
14 compete. Declaratory and injunctive relief is necessary to prevent and remedy this unfair
15 competition, and pecuniary compensation alone would not afford adequate and complete relief.

16 57. All the acts described herein as violations of, among other things, the Cal. Lab. Code,
17 California Code of Regulations, and the Industrial Welfare Commission Wage Orders, are
18 unlawful, are in violation of public policy, are immoral, unethical, oppressive, and unscrupulous,
19 and are likely to deceive employees, and thereby constitute deceptive, unfair and unlawful
20 business practices in violation of Cal. Bus. and Prof. Code § 17200 *et seq.*

21 58. PLAINTIFF is further entitled to, and do, seek a declaration that the above described
22 business practices are deceptive unfair and/or unlawful and that an injunctive relief should be
23 issued restraining DEFENDANT from engaging in any of these deceptive, unfair and unlawful
24 business practices in the future.

25 59. PLAINTIFF have no plain, speedy, and/or adequate remedy at law that will end the
26 unfair and unlawful business practices of DEFENDANT. Further, the practices herein alleged
27 presently continue to occur unabated. As a result of the unfair and unlawful business practices
28 described above, PLAINTIFF have suffered and will continue to suffer irreparable harm unless

1 DEFENDANT is restrained from continuing to engage in these unfair and unlawful business
2 practices. In addition, DEFENDANT should be required to disgorge their ill gotten gains into a
3 fluid fund and to make restitution to PLAINTIFF.

4
5 **SECOND CAUSE OF ACTION**
6 **(FAILURE TO PAY OVERTIME COMPENSATION UNDER CALIFORNIA**
7 **INDUSTRIAL WELFARE COMMISSION ORDERS, CALIFORNIA LABOR CODE)**
8 [Cal. Lab. Code §§ 510, 515.5, 551, 552, 1194, 1198]
9 **(By PLAINTIFF Against ALL DEFENDANTS and DOES 1-100)**

10 60. PLAINTIFF reallege and incorporate by this reference, as though fully set forth herein,
11 paragraphs 1 through 59 of this Complaint. This cause of action is brought against all Defendants
12 jointly and individually.

13 61. Pursuant to Industrial Welfare Commission Order 1-90, California Code of
14 Regulations, Title 8, §11010, for the three years preceding the filing of this lawsuit until
15 January 1, 1998, Defendants, were required to compensate Plaintiff for all overtime, which is
16 calculated at one and one-half (1½) times the regular rate of pay for hours worked in excess of
17 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay
18 for hours worked in excess of twelve (12) hours per day.

19 62. Pursuant to Industrial Welfare Commission Orders, California Code of Regulations, Title
20 8, §11010, as of January 1, 1998, Defendants were required to compensate Plaintiff for all
21 overtime, which is calculated at one and one-half (1½) times the regular rate of pay for hours
22 worked in excess of forty (40) hours per week.

23 63. Pursuant to Industrial Welfare Commission Order 1, effective January 1, 2000, California
24 Code of Regulations, Title 8, §11010, beginning on January 1, 2000 until the date plaintiff
25 ceased to be employed by Defendants, Defendants were required to compensate Plaintiff for all
26 overtime, which is calculated at one and one-half (1½) times the regular rate of pay for hours
27 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times
28 the regular rate of pay for hours worked in excess of twelve (12) hours per day.

64. PLAINTIFF was nonexempt employees entitled to the protections of Industrial
Welfare Commission Orders 1-90 and 1-98, California Code of Regulations, Title 8,

1 §11010. During the course of Plaintiff's employment, Defendants, and each of them, failed to
2 compensate Plaintiff for overtime hours worked in excess of eight (8) hours per day and/or
3 forty (40) hours per week and double-time hours for hours worked in excess of twelve (12) hours
4 per day, as required under the aforementioned labor regulations.

5 65. During the time periods alleged, the PLAINTIFF worked more than eight (8) hours in a
6 workday and/or forty (40) hours in a work week, and also worked on the seventh (7th) day of a
7 workweek.

8 66. At all relevant times, DEFENDANT failed to pay PLAINTIFF overtime compensation
9 for the hours they have worked in excess of the maximum hours permissible by law as required
10 by Cal. Lab. Code §§ 510 and 1198, even though PLAINTIFF was regularly required to work,
11 and did in fact work, overtime hours.

12 67. By virtue of DEFENDANT's unlawful failure to pay additional premium overtime
13 compensation to the PLAINTIFF for their overtime hours, the PLAINTIFF have suffered, and
14 will continue to suffer, an economic injury in amounts which are presently unknown to them and
15 which will be ascertained according to proof at trial.

16 68. DEFENDANT knew or should have known that PLAINTIFF was systematically denied
17 either through intentional malfeasance or gross nonfeasance, not to pay them for their overtime
18 labor as a matter of uniform corporate policy, practice and procedure.

19 69. Therefore, PLAINTIFF request recovery of regular and overtime compensation according
20 to proof, interest, attorney's fees and cost pursuant to Cal. Lab. Code §1194(a), as well as the
21 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the Cal.
22 Lab. Code and/or other statutes.

23 70 In performing the acts and practices herein alleged in violation of labor laws and refusing
24 to provide the requisite regular and overtime compensation, the DEFENDANT acted and
25 continues to act intentionally, oppressively, and maliciously toward the PLAINTIFF with a
26 conscious and utter disregard of their legal rights, or the consequences to them, and with the
27 despicable intent of depriving them of their property and legal rights and otherwise causing them
28 injury in order to increase corporate profits at the expense of PLAINTIFF.

1 71. As a proximate result of the aforementioned violations, PLAINTIFF have been
2 damaged in an amount according to proof at time of trial, but in an amount in excess of the
3 jurisdiction of this Court.

4 72. Defendants' conduct described herein violates Labor Code §§512, 558, 1194 and 1198.
5 Therefore PLAINTIFF is entitled to recover the unpaid balance of wages owed, penalties, plus
6 interest, and reasonable attorney's fees and costs of suit.

7 **THIRD CAUSE OF ACTION**
8 **FAILURE TO PROVIDE MEAL AND REST PERIODS IN VIOLATION OF**
9 **CAL. LAB. CODE § 226.7 AND 512;**
10 **(By PLAINTIFF Against ALL DEFENDANTS and DOES 1-100)**

11 73. PLAINTIFF reallege and incorporate by this reference, as though fully set forth herein,
12 paragraphs 1 through 72 of this Complaint. This cause of action is brought against all Defendants
13 jointly and individually.

14 74. Plaintiff worked without lunch periods. PLAINTIFF also worked without rest periods.
15 DEFENDANTS failed to provide lunch breaks or rest periods contrary to Cal. Lab. Code § 226.7
16 AND 512. (c) The civil penalties provided for in this section are in addition to any other civil or
17 criminal penalty provided by law.

18 75. During the time periods alleged, the PLAINTIFF worked more than eight (8) hours in a
19 workday and/or forty (40) hours in a work week, and also worked on the seventh (7th) day of a
20 workweek.

21 76. At all relevant times, DEFENDANT failed to pay PLAINTIFF overtime compensation
22 for the hours they have worked in excess of the maximum hours permissible by law as required
23 by Cal. Lab. Code §§ 510 and 1198, even though PLAINTIFF was regularly required to work,
24 and did in fact work, overtime hours.

25 77. By virtue of DEFENDANT's unlawful failure to pay additional premium overtime
26 compensation to the PLAINTIFF for their overtime hours, the PLAINTIFF have suffered, and
27 will continue to suffer, an economic injury in amounts which are presently unknown to them and
28 which will be ascertained according to proof at trial.

1 78. DEFENDANT knew or should have known that PLAINTIFF was systematically denied
2 either through intentional malfeasance or gross nonfeasance, not to pay them for their overtime
3 labor as a matter of uniform corporate policy, practice and procedure.

4 79. Therefore, PLAINTIFF request recovery of regular and overtime compensation according
5 to proof, interest, attorney's fees and cost pursuant to Cal. Lab. Code §1194(a), as well as the
6 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the Cal.
7 Lab. Code and/or other statutes.

8 80. In performing the acts and practices herein alleged in violation of labor laws and refusing
9 to provide the requisite regular and overtime compensation, the DEFENDANT acted and
10 continues to act intentionally, oppressively, and maliciously toward the PLAINTIFF with a
11 conscious and utter disregard of their legal rights, or the consequences to them, and with the
12 despicable intent of depriving them of their property and legal rights and otherwise causing them
13 injury in order to increase corporate profits at the expense of PLAINTIFF.

14 81. DEFENDANTS have intentionally and improperly failed to provide all rest and/or meal
15 periods without any work or duties to PLAINTIFF, as required by law, and by failing to do so
16 DEFENDANT violated the provisions of Labor Code 226.7. DEFENDANTS as a company
17 policy filled in the break times himself or had the break times filled in at their direction by
18 subordinates, but did not permit PLAINTIFF to take their breaks. DEFENDANTS posted a sign
19 on the break sign-in sign-out sheets threatening "consequences" if any PLAINTIFF failed to
20 abide by the company policy of denying breaks, despite the sign-in sign-out sheet. Further
21 DEFENDANTS did not permit lunches during an 8 hour shift. PLAINTIFF worked straight
22 through 8 hours with no break and no lunch.

23 82. Therefore, PLAINTIFF demand on behalf of himself, one (1) hour of premium pay for
24 each workday in which a rest period was not provided as required by law and one (1) hour of
25 premium pay for each workday in which a meal period was not provided as required by law.

26 83. Defendants' conduct described herein violates Labor Code §§226.7 and 512. Therefore,
27 PLAINTIFF is entitled to recover the unpaid balance of wages owed, penalties, plus interest, and
28 reasonable attorney's fees and costs of suit.

FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL.
LAB. CODE § 203 AND WAITING TIME PENALTIES PURSUANT TO
LABOR CODE §203)

(By PLAINTIFF Against ALL DEFENDANTS and DOES 1-100)

84. PLAINTIFF reallege and incorporate by this reference, as though fully set forth herein, paragraphs 1 through 83 of this Complaint. This cause of action is brought against all Defendants jointly and individually.

85. Defendants, and each of them, willfully refused and continue to refuse, to pay PLAINTIFF for all hours worked, failure to pay PLAINTIFF for overtime worked, failure to provide meal and rest periods. Therefore, PLAINTIFF is entitled to recover the unpaid balance of wages owed, penalties, plus interest, and reasonable attorney's fees and costs of suit as provided by Labor Code §203.

FIFTH CAUSE OF ACTION
(FAILURE TO COMPENSATE FOR ALL HOURS WORKED UNDER CALIFORNIA
INDUSTRIAL WELFARE COMMISSION ORDERS AND
CALIFORNIA LABOR CODE §1198)

(By PLAINTIFF Against ALL DEFENDANTS and DOES 1-100)

86. Plaintiff hereby realleges and incorporates by reference, as though fully set forth herein, the allegations contained in paragraphs 1 through 85. This cause of action is brought against all Defendants jointly and individually.

87. At all times relevant herein, DEFENDANTS were required to compensate its hourly employees for all hours worked upon reporting for work at the appointed time stated by the DEFENDANTS pursuant to Industrial Welfare Commission Orders 1-90 and 1-98, California Code of Regulations, Title 8, §11010.

88. For the three (3) years preceding the filing of this action, Defendants failed to compensate Plaintiff for all hours worked.

89. Under the aforementioned wage order and regulations, Plaintiff is to recover compensation for all hours worked but not paid by Defendants for the three (3) years preceding the filing of this Complaint.

1 90. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an
2 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
3 Court.

4 91. Defendants' conduct described herein violates Labor Code §§512, 558, 1194 and
5 1198. Therefore, pursuant to Labor Code §§218.5, 512, 558, and 1194, PLAINTIFF is entitled to
6 recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable
7 attorney's fees and costs of suit.

8 **SIXTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF**
10 **CAL. LAB. CODE § 226;**

11 **(By PLAINTIFF Against ALL DEFENDANTS and DOES 1-100)**

12 92. PLAINTIFF reallege and incorporate by this reference, as though fully set forth herein,
13 paragraphs 1 through 91 of this Complaint. This cause of action is brought against all Defendants
14 jointly and individually.

15 93. Plaintiff were not given accurate itemized statements of hours worked because
16 PLAINTIFF was not paid for all hours worked, in violation of Cal. Labor Code § 226, and for
17 overtime. Further, because Defendants did not pay PLAINTIFF all PLAINTIFF'S wages and
18 overtime, DEFENDANTS did not pay all the required payroll tax deductions, nor Social Security
19 deductions on behalf of PLAINTIFF, in violation of state and federal law. DEFENDANTS paid
20 PLAINTIFF by check, deducting payroll taxes and Social Security only from the check part of
21 the payroll. DEFENDANTS, by failing to provide accurate wage statements, deceived
22 PLAINTIFF into accepting pay for less than the hours worked. PLAINTIFF was not able to
23 enjoy the fruits of the labor and the California FTB and IRS were unable to collect the proper
24 taxes due.

25 94. Defendants' conduct described herein violates Labor Code §226. Therefore, pursuant to
26 Labor Code §226, PLAINTIFF is entitled to recover damages for the nonpayment of wages for
27 all hours worked, penalties, plus reasonable attorney's fees and costs of suit.

28 ///

SEVENTH CAUSE OF ACTION
LABOR CODE PRIVATE ATTORNEY GENERAL ACT
[Labor Code § 2698];
(By PLAINTIFF Against ALL DEFENDANTS and DOES 1-100)

95. PLAINTIFF reallege and incorporate by this reference, as though fully set forth herein, paragraphs 1 through 94 of this Complaint. This cause of action is brought against all Defendants jointly and individually.

96. On September 8, 2010, PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development Agency (the "LWDA") and the DEFENDANTS of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3.

97. California Labor Code § 2699.3 provides: The agency shall notify the DEFENDANTS and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation within 30 calendar days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 33 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699.

98. No notice from the LWDA was received within 33 calendar days of the postmark date of the written notice provided by PLAINTIFF to the LWDA, and therefore, PLAINTIFF now commence a civil action pursuant to Section 2699.

99. The policies, acts and practices heretofore described were and are an unlawful business act or practice because DEFENDANTS' failure to pay overtime, failed to pay wages, failure to provide rest and meal period breaks, failure to pay wages and compensation for work without rest and meal period breaks, and failure to provide accurate wage statements and maintain accurate time records for PLAINTIFF violates applicable Labor Code sections and gives rise to statutory penalties as a result of such conduct. PLAINTIFF, as aggrieved employees, hereby seek recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 on behalf of himself against whom one or more of the violations of the Labor Code was committed. In addition, PLAINTIFF, as aggrieved employees, hereby

1 seek recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of
2 2004 on behalf of the State of California and/or the LWDA, to the fullest extent available under
3 the law.

4 100. PLAINTIFF is entitled to bring an action on behalf of himself pursuant to the Private
5 Attorney General Act, Cal. Labor Code 2698. Therefore, PLAINTIFF is entitled to recover the
6 unpaid balance of wages owed, penalties, plus interest, and reasonable attorney's fees and costs
7 of suit.

8
9 **DEMAND FOR JURY TRIAL**

10 Plaintiff demand a jury trial on issues triable to a jury.

11 Dated: March 29, 2014

12 **PRAYER**

13 WHEREFOR, PLAINTIFF pray for judgment against DEFENDANTS as follows:

14 COUNT 1:

15 1. On behalf of PLAINTIFF:

16 A) An order temporarily, preliminarily and permanently enjoining and restraining
17 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

18 B) An order requiring DEFENDANTS to provide restitution of all sums unlawfully withheld
19 from compensation due to PLAINTIFF; and,

20 D) Disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund for restitution of the sums
21 incidental to DEFENDANTS' violations due to PLAINTIFF.

22 COUNTS 2 THROUGH 2 and 7:

23 2. On behalf of PLAINTIFF:

24 A) One (1) hour of premium pay for each workday in which a rest period was not provided to
25 PLAINTIFF for each four (4) hours of work during the period commencing on the date that is
26 within four years prior to the filing of this Complaint;

27 B) One hour of premium pay for each day in which a meal period was not provided to
28 PLAINTIFF as required by law;

1 C) The wages of PLAINTIFF as a penalty from the due date thereof at the same rate until paid or
2 until an action therefor is commenced, for violation of Cal. Lab. Code § 203;

3 D) The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
4 violation occurs and one hundred dollars (\$100) per PLAINTIFF for each violation in a
5 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) for
6 violation of Cal. Lab. Code § 226.

7 E) That the Court declare the rights and duties of the parties consistent with the relief sought by
8 PLAINTIFF;

9 F) Issue a declaratory judgment that DEFENDANT's acts, policies, practices and procedures
10 complained of herein violated provisions of the Fair Labor Standards Act;

11 G) That DEFENDANT be enjoined from further violations of the Fair Labor Standards Act;

12 3. An award of interest, including prejudgment interest at the legal rate.

13 A) An award of liquidated damages, statutory damages, including reasonable attorneys' fees and
14 cost of suit, but only to the extent that such reasonable attorneys' fees and costs are recoverable
15 pursuant to Cal. Lab. Code §1194

16 (B). PLAINTIFF only request and seek attorneys' fees with respect to the overtime claims
17 alleged herein. Neither this prayer nor any other allegation or prayer in this Complaint is to be
18 construed as a request, under any circumstance, that would result in a request for attorneys' fees
19 or costs available under Cal. Lab. Code § 218.5;

20 C) Such other and further relief as the Court deems just and equitable.

21 In addition to an amount sufficient to recover underpaid wages.

22 (D) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
23 each pay period for which the employee was underpaid in addition to an amount sufficient to
24 recover underpaid wages.

25 (E) Wages recovered pursuant to this section shall be paid to the
26 affected employee.

27 (F) If upon inspection or investigation the Labor Commissioner determines that a person had
28 paid or caused to be paid a wage for overtime work in violation of any provision of this chapter,

1 or any provision regulating hours and days of work in any order of the Industrial Welfare
2 Commission, the Labor Commissioner may issue a citation. The procedures for issuing,
3 contesting, and enforcing judgments for citations or civil penalties issued by the Labor
4 Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.

5 (G) The civil penalties provided for in this section are in addition to any other civil or criminal
6 penalty provided by law.

7 4. For compensatory damages;

8 5. For restitution of all monies due to PLAINTIFF and disgorgement of profits from
9 the unlawful business practices of Defendants;

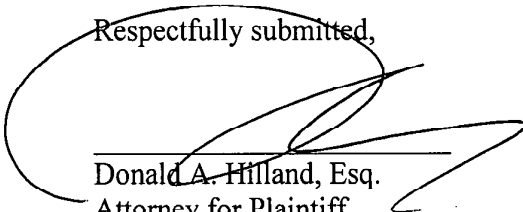
10 6. For waiting time penalties pursuant to Labor Code §203;

11 7. For penalties pursuant to Labor Code §512 and 558;

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

13 Date: March 29, 2014

Respectfully submitted,

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16 _____
Donald A. Hilland, Esq.
Attorney for Plaintiff
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|--|--|--|--|
| <p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Donald A. Hilland SBN240436 Law Office of Donald A. Hilland 405 N. Maclay Ave. Suite 203 San Fernando, Ca. 91340 TELEPHONE NO.: (818)838-3600 FAX NO.: ATTORNEY FOR (Name): Plaintiff Uriel Hernandez</p> | | <p>FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles MAY 07 2014 Sherri R. Carter, Executive Officer/Clerk By <u>Cristina Grijalva</u> Deputy Cristina Grijalva</p> | |
| <p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, Ca. 90012 BRANCH NAME: Stanley Mosk</p> | | | |
| <p>CASE NAME: Luis Hernandez vs. Pizza Hut of America, Inc. Et Al.</p> | | | |
| <p>CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded exceeds \$25,000) (\$25,000 or less)</p> | | <p>Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)</p> | |
| | | <p>CASE NUMBER: JUDGE: BC544871 DEPT:</p> | |

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 | Contract | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) |
| <input type="checkbox"/> Auto (22) | <input type="checkbox"/> Breach of contract/warranty (06) | <input type="checkbox"/> Antitrust/Trade regulation (03) |
| <input type="checkbox"/> Uninsured motorist (46) | <input type="checkbox"/> Rule 3.740 collections (09) | <input type="checkbox"/> Construction defect (10) |
| Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort | <input type="checkbox"/> Other collections (09) | <input type="checkbox"/> Mass tort (40) |
| <input type="checkbox"/> Asbestos (04) | <input type="checkbox"/> Insurance coverage (18) | <input type="checkbox"/> Securities litigation (28) |
| <input type="checkbox"/> Product liability (24) | <input type="checkbox"/> Other contract (37) | <input type="checkbox"/> Environmental/Toxic tort (30) |
| <input type="checkbox"/> Medical malpractice (45) | Real Property | <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) |
| <input type="checkbox"/> Other PI/PD/WD (23) | <input type="checkbox"/> Eminent domain/Inverse condemnation (14) | |
| Non-PI/PD/WD (Other) Tort | <input type="checkbox"/> Wrongful eviction (33) | |
| <input type="checkbox"/> Business tort/unfair business practice (07) | <input type="checkbox"/> Other real property (26) | Enforcement of Judgment |
| <input type="checkbox"/> Civil rights (08) | Unlawful Detainer | <input type="checkbox"/> Enforcement of judgment (20) |
| <input type="checkbox"/> Defamation (13) | <input type="checkbox"/> Commercial (31) | Miscellaneous Civil Complaint |
| <input type="checkbox"/> Fraud (16) | <input type="checkbox"/> Residential (32) | <input type="checkbox"/> RICO (27) |
| <input type="checkbox"/> Intellectual property (19) | <input type="checkbox"/> Drugs (38) | <input type="checkbox"/> Other complaint (<i>not specified above</i>) (42) |
| <input type="checkbox"/> Professional negligence (25) | Judicial Review | Miscellaneous Civil Petition |
| <input type="checkbox"/> Other non-PI/PD/WD tort (35) | <input type="checkbox"/> Asset forfeiture (05) | <input type="checkbox"/> Partnership and corporate governance (21) |
| Employment | <input type="checkbox"/> Petition re: arbitration award (11) | <input type="checkbox"/> Other petition (<i>not specified above</i>) (43) |
| <input type="checkbox"/> Wrongful termination (36) | <input type="checkbox"/> Writ of mandate (02) | |
| <input checked="" type="checkbox"/> Other employment (15) | <input type="checkbox"/> Other judicial review (39) | |

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*):
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: 5/6/2014
Donald A. Hilland

(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.

SHORT TITLE:

Uriel Hernandez vs. Dominoids, Inc., Et. Al

CASE NUMBER

BC544871

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☐ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL ¹⁴ ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

Auto Tort
Other Personal Injury/ Property Damage/ Wrongful Death Tort

| A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|---|---|--|
| Auto (22) | <input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death | 1., 2., 4. |
| Uninsured Motorist (46) | <input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist | 1., 2., 4. |
| Asbestos (04) | <input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death | 2. 2. |
| Product Liability (24) | <input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental) | 1., 2., 3., 4., 8. |
| Medical Malpractice (45) | <input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice | 1., 4. 1., 4. |
| Other Personal Injury Property Damage Wrongful Death (23) | <input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death | 1., 4. 1., 4. 1., 3. 1., 4. |

SHORT TITLE:

Uriel Hernandez vs. Dominoids, Inc., Et. Al

CASE NUMBER

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

| A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|---|--|--|
| Business Tort (07) | <input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract) | 1., 3. |
| Civil Rights (08) | <input type="checkbox"/> A6005 Civil Rights/Discrimination | 1., 2., 3. |
| Defamation (13) | <input type="checkbox"/> A6010 Defamation (slander/libel) | 1., 2., 3. |
| Fraud (16) | <input type="checkbox"/> A6013 Fraud (no contract) | 1., 2., 3. |
| Professional Negligence (25) | <input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal) | 1., 2., 3. 1., 2., 3. |
| Other (35) | <input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort | 2., 3. |
| Wrongful Termination (36) | <input type="checkbox"/> A6037 Wrongful Termination | 1., 2., 3. |
| Other Employment (15) | <input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals | 1., 2., 3. 10. |
| Breach of Contract/ Warranty (06) (not insurance) | <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2., 5. 2., 5. 1., 2., 5. 1., 2., 5. |
| Collections (09) | <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case | 2., 5., 6. 2., 5. |
| Insurance Coverage (18) | <input type="checkbox"/> A6015 Insurance Coverage (not complex) | 1., 2., 5., 8. |
| Other Contract (37) | <input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) | 1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8. |
| Eminent Domain/Inverse Condemnation (14) | <input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____ | 2. |
| Wrongful Eviction (33) | <input type="checkbox"/> A6023 Wrongful Eviction Case | 2., 6. |
| Other Real Property (26) | <input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2., 6. 2., 6. 2., 6. |
| Unlawful Detainer-Commercial (31) | <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) | 2., 6. |
| Unlawful Detainer-Residential (32) | <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) | 2., 6. |
| Unlawful Detainer- Post-Foreclosure (34) | <input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure | 2., 6. |
| Unlawful Detainer-Drugs (38) | <input type="checkbox"/> A6022 Unlawful Detainer-Drugs | 2., 6. |

| | |
|---|-------------|
| SHORT TITLE: Uriel Hernandez vs. Dominoids, Inc., Et. Al | CASE NUMBER |
|---|-------------|

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|---|--|--|--|
| Judicial Review | Asset Forfeiture (05) | <input type="checkbox"/> A6108 Asset Forfeiture Case | 2., 6. |
| | Petition re Arbitration (11) | <input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration | 2., 5. |
| | Writ of Mandate (02) | <input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review | 2., 8. 2. 2. |
| | Other Judicial Review (39) | <input type="checkbox"/> A6150 Other Writ /Judicial Review | 2., 8. |
| | | | |
| Provisionally Complex Litigation | Antitrust/Trade Regulation (03) | <input type="checkbox"/> A6003 Antitrust/Trade Regulation | 1., 2., 8. |
| | Construction Defect (10) | <input type="checkbox"/> A6007 Construction Defect | 1., 2., 3. |
| | Claims Involving Mass Tort (40) | <input type="checkbox"/> A6006 Claims Involving Mass Tort | 1., 2., 8. |
| | Securities Litigation (28) | <input type="checkbox"/> A6035 Securities Litigation Case | 1., 2., 8. |
| | Toxic Tort Environmental (30) | <input type="checkbox"/> A6036 Toxic Tort/Environmental | 1., 2., 3., 8. |
| | Insurance Coverage Claims from Complex Case (41) | <input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only) | 1., 2., 5., 8. |
| Enforcement of Judgment | Enforcement of Judgment (20) | <input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case | 2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9. |
| | RICO (27) | <input type="checkbox"/> A6033 Racketeering (RICO) Case | 1., 2., 8. |
| | Other Complaints (Not Specified Above) (42) | <input type="checkbox"/> A6030 Declaratory Relief Only | 1., 2., 8. |
| | | <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) | 2., 8. |
| | | <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex) | 1., 2., 8. 1., 2., 8. |
| | Partnership Corporation Governance (21) | <input type="checkbox"/> A6113 Partnership and Corporate Governance Case | 2., 8. |
| Miscellaneous Civil Petitions | Other Petitions (Not Specified Above) (43) | <input type="checkbox"/> A6121 Civil Harassment | 2., 3., 9. |
| | | <input type="checkbox"/> A6123 Workplace Harassment | 2., 3., 9. |
| | | <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case | 2., 3., 9. |
| | | <input type="checkbox"/> A6190 Election Contest | 2. |
| | | <input type="checkbox"/> A6110 Petition for Change of Name | 2., 7. |
| | | <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law | 2., 3., 4., 8. |
| | | <input type="checkbox"/> A6100 Other Civil Petition | 2., 9. |

10/1/2014 5:47:50

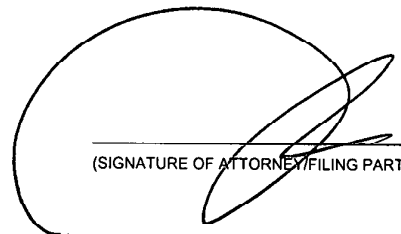
| | |
|---|-------------|
| SHORT TITLE: Uriel Hernandez vs. Dominoids, Inc., Et. Al | CASE NUMBER |
|---|-------------|

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

| | | |
|---|---------------|---------------------------|
| REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. | | ADDRESS: 551 N. Maclay |
| CITY: San Fernando | STATE: Ca. | ZIP CODE: 91340 |

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Commonwealth courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 5/6/2014


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

05/06/2014