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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MELISSA MEJIA, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

DUNN-EDWARDS CORPORATION, a
Delaware Corporation, and DOES 1
through 10, inclusive,

Defendants.

CASE NO.

BC 640070

COMPLAINT FOR:

**1. CIVIL PENALTIES UNDER LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT OF
2004, LABOR CODE 2698, ET. SEQ**

DEMAND FOR JURY TRIAL

CIT/CASE: BC640070
LEA/DEF#:
RECEIPT #: CCH195707090
DATE PAID: 11/07/16 03:57 PM
PAYMENT: \$435.00 310
RECEIVED:
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

11/07/2016

1 Plaintiff MELISSA MEJIA, an individual, hereby files this Complaint against defendant
2 DUNN-EDWARDS CORPORATION, a Delaware corporation (hereinafter "Dunn-Edwards" or
3 Defendant") and Does 1 to 10 (hereinafter collectively, "Defendants"). Plaintiff, in her representative
4 capacity, is informed and believes and on the basis of that information and belief alleges as follows:

5 **INTRODUCTION**

6 1. This lawsuit challenges the Defendant's employment practices with respect to its non-
7 exempt in-store workers employed in the State of California, based on Defendants' policy and practice
8 of denying earned wages, including overtime pay to these non-exempt employees. In particular,
9 Defendants require their employees to be present and perform work in excess of eight hours per day
10 and/or forty hours per work week, but fail to pay them overtime wages accordingly, and further fail to
11 pay such non-exempt employees for all straight time hours they worked. Also, Defendants require
12 such employees to perform work tasks during unpaid breaks, fail to provide meal and rest breaks, fail
13 to timely compensate employees for all wages earned, and fail to properly and accurately calculate
14 overtime and report wages earned, hours worked, and wage rates.

15 2. At all times relevant hereto, and with certain defined exceptions, Defendants'
16 compensation scheme did not fully compensate Plaintiff with at least minimum wages and/or
17 designated rates for all hours worked.

18 3. At all times relevant hereto, and with certain defined exceptions, Defendants'
19 compensation scheme did not fully compensate Plaintiff with overtime compensation for all overtime
20 hours worked.

21 4. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed
22 to provide Plaintiff with adequate off-duty meal periods and meal period compensation in violation of
23 Labor Code sections 226.7, 512, and 516 and IWC Wage Order No. 4 section 11.

24 5. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed
25 to provide Plaintiff with paid rest periods and rest period compensation in violation of Labor Code
26 sections 226.7 and 516 and IWC Wage Order No. 4 section 12.

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1 6. At all times relevant hereto, and as a matter of policy and/or practice, Defendants
2 knowingly and intentionally provided Plaintiff with wage statements that, among others, do not show
3 all wages earned, all hours worked, or all applicable rates.

4 7. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed
5 to maintain documentation of the actual hours worked each day by Plaintiff, all wages earned and meal
6 breaks taken in violation of Labor Code sections 1174 and IWC Wage Order No. 4 section 11.

7 8. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed
8 to pay Plaintiff all wages due and owing upon termination of employment including, but not limited
9 to, payment of wages for off-the-clock work, overtime compensation and missed meal and rest periods
10 compensation.

11 9. In this case, Plaintiff seeks penalties established by Labor Code section 2699, the
12 Private Attorney Generals Act (PAGA), against Defendants for their unlawful employment practices.

13 **PARTIES**

14 ***Plaintiff Melissa Mejia***

15 10. Plaintiff Melissa Mejia is an individual over the age of eighteen (18) and is now and/or
16 at all relevant times mentioned in this Complaint was a resident and domiciliary of the State of
17 California. Throughout the Relevant Time Period, Ms. Mejia worked for Defendants as a non-exempt
18 in-store employee, in the role of a Cashier and Sales Associate, from Defendants' retail locations in
19 the city of Maywood in Los Angeles County, California, and also in the city of Anaheim in Orange
20 County, California.

21 ***Defendant Dunn-Edwards Corporation***

22 11. Plaintiff is informed and believes and based thereon alleges that Defendant Dunn-
23 Edwards Corporation is now and/or all times mentioned in this Complaint was a Delaware Corporation
24 licensed to do business and actually doing business in the State of California.

25 12. Plaintiff is informed and believes and based thereon alleges that Defendant is now
26 and/or at all times mentioned in this Complaint was the owner and operator of a business and/or with
27 numerous geographic locations within the State of California, including in Los Angeles County.
28 Among other things, Defendant is one of the nation's largest manufacturer and supplier of residential

1 and commercial paints, coatings, and painting supplies.

2 13. Plaintiff is informed and believes and based thereon alleges that Defendant maintains
3 and operates over 90 company-owned retail locations in California.

4 ***Defendants Does 1 through 10, Inclusive***

5 14. DOES 1 through 10 inclusive are now and/or at all times mentioned in this Complaint
6 were, licensed to do business and/or actually doing business in the State of California. Plaintiff does
7 not know the true names or capacities, whether individual, partner, or corporate, of DOES 1 through
8 10, inclusive and for that reason, DOES 1 through 10 are sued under such fictitious names pursuant to
9 California Code of Civil Procedure, section 474. Plaintiff will seek leave of court to amend this
10 Complaint to allege such names and capacities as soon as they are ascertained. DOES 1 through 5 are
11 believed to be business entities who were also co-employers of the Plaintiff and the other aggrieved
12 employees.

13 ***All Defendants***

14 15. Plaintiff is informed and believes and based thereon alleges that at all times herein
15 mentioned, all Defendants, and each of them, were and are the agents, servants, employees, joint
16 venturers, and/or partners of each of the other Defendants, and were, at all such times, acting within
17 the course and scope of said employment and/or agency; furthermore, that each and every Defendant
18 herein, while acting as a high corporate officer, director and/or managing agent, principal and/or
19 employer, expressly directed, consented to, approved, affirmed and ratified each and every action
20 taken by the other co-Defendants, as herein alleged and was responsible in whole or in part for the
21 matters referred to herein.

22 16. Plaintiff is informed and believes and based thereon alleges that at all times herein
23 mentioned, all Defendants, and each of them, were and are the agents, servants, employees, joint
24 venturers, and/or partners of each of the other Defendants, and were, at all such times, acting within
25 the course and scope of said employment and/or agency; furthermore, that each and every Defendant
26 herein, while acting as a high corporate officer, director and/or managing agent, principal and/or
27 employer, expressly directed, consented to, approved, affirmed and ratified each and every action
28 taken by the other co-Defendants, as herein alleged and was responsible in whole or in part for the

1 matters referred to herein.

2 17. Plaintiff is informed and believes and based thereon alleges that at all times herein
3 mentioned, Defendants, and each of them, proximately caused Plaintiffs, all others similarly situated
4 and the general public to be subjected to the unlawful practices, wrongs, complaints, injuries and/or
5 damages alleged in this Complaint.

6 18. Plaintiff is informed and believes and based thereon alleges that Defendants, and each
7 of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in
8 a joint venture, partnership and common enterprise, and were acting within the course and scope of,
9 and in pursuit of said joint venture, partnership and common enterprise and, as such were co-employers
10 of the Plaintiff and the other aggrieved employees.

11 19. Plaintiff is informed and believes and based thereon alleges that Defendants, and each
12 of them, at all times mentioned in this Complaint, concurred with, contributed to, approved of, aided
13 and abetted, condoned and/or otherwise ratified, the various acts and omissions of each and every one
14 of the other Defendants in proximately causing the injuries and/or damages alleged in this Complaint.

15 **JURISDICTION AND VENUE**

16 20. This Court has jurisdiction over this matter, and under Code of Civil Procedure section
17 395, venue is proper in that Plaintiff's injuries were incurred within the County of Los Angeles; the
18 actions giving rise to Plaintiff's Complaint arose in whole or in part within the County of Los Angeles;
19 and Defendants operate in the County of Los Angeles. Moreover, there are aggrieved employees who
20 reside in Los Angeles County and some of whose harms occurred in Los Angeles County.

21 21. Plaintiff does not seek more than seventy-five thousand dollars (\$75,000) and waives
22 seeking more than seventy-five thousand dollars (\$75,000), including attorneys' fees but excluding
23 costs and interest, as to her share or portion of penalties or any other recovery with respect to the
24 violations alleged herein against Defendants. This case also raises no federal questions.

25 **FACTUAL ALLEGATIONS**

26 ***Background***

27 22. Plaintiff worked for Defendants as a Sales Associate and Cashier (and in other
28 similarly-titled positions) and was classified by defendants as non-exempt.

1 23. The primary work duties of Sales Associate and/or Cashier, among others, include
2 customer service; handling cash transactions with customers; use of electronic equipment (e.g. cash
3 register, scanner, etc.) to scan goods and collect payments; issue receipts, refunds, change; maintain
4 clean and tidy checkout areas; make sales referrals, cross-sell products, and introduce new ones; bag
5 or box packages; complete inventory (hereinafter "Job Duties").

6 24. Sales Associates and/or Cashiers are also responsible for compliance with all of
7 Defendants' standardized policies, procedures and practices including, but not limited to, timekeeping,
8 attendance and punctuality, vehicle safety and cleanliness, safety and OSHA requirements, handheld
9 scanning device and usage, proper handling and storage of all samples from the client office to the
10 drop off point, proper packing of specimens for shipment, end of day vehicle checks, dress code, and
11 code of conduct.

12 ***Defendants' Failure to Pay Minimum Wages and Designated Rates***

13 25. IWC Wage Order, number 4 defines "hours worked" to mean "the time during which
14 an employee is subject to the control of an employer, and includes all the time the employee is suffered
15 or permitted to work, whether or not required to do so."

16 26. Labor Code section 1182.12 and IWC Wage Order, number 4, section 4 formerly
17 provided that on and after January 1, 2008, the minimum wage shall be not less than eight dollars
18 (\$8.00) per hour.

19 27. Labor Code section 1182.12 and IWC Wage Order, number 4, section 4 provide that
20 on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9)
21 per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than
22 ten dollars (\$10) per hour.

23 28. Labor Code section 1194(a) provides in relevant part: "Notwithstanding any agreement
24 to work for a lesser wage, any employee receiving less than the legal minimum wage [] is entitled to
25 recover in a civil action the unpaid balance of the full amount of this minimum wage [], including
26 interest thereon, reasonable attorney's fees, and costs of suit."

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1 29. Labor Code section 1194.2(a) provides in relevant part: "In any action under Section
2 1193.6 or Section 1194 to recover wages because of the payment of a wage less than the minimum
3 wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages
4 in an amount equal to the wages unlawfully unpaid and interest thereon."

5 30. Labor Code section 1197 provides: "The minimum wage for employees fixed by the
6 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
7 minimum so fixed is unlawful."

8 31. In-store non-exempt employees, including Sales Associates and Cashiers, are paid on
9 an hourly-basis for their time spent working. Hours worked include, but are not limited to, all hours
10 that an employee is permitted or suffered to work including, but not limited to, off-the-clock work that
11 an employer either knew or should have known that an employee was performing.

12 32. As a matter of policy and/or practice, Defendants routinely suffered or permitted their
13 in-store non-exempt employees, including Sales Associates and Cashiers, to work portions of the day
14 during which they were subject to Defendants' control, but Defendants failed to compensate them.

15 33. Throughout the Relevant Time Period, Defendants routinely required their in-store
16 non-exempt employees, including Plaintiff and other Sales Associates and Cashiers, to clock out while
17 performing certain Job Duties. Defendants routinely required their in-store non-exempt employees,
18 including Plaintiff and other Sales Associates and Cashiers, to work before the scheduled start of a
19 work shift and perform Job Duties while clocked out.

20 34. Plaintiff worked for Defendants as a Sales Associate and Cashier. Throughout the
21 Relevant Time Period Plaintiff was subject to Defendants' uniform policy and/or practice of failing to
22 pay at least minimum wages and/or designated rates for all hours worked. As a result, Plaintiff was
23 routinely denied compensation for all hours worked, including but not limited to, time spent filling out
24 incident reports, attending meetings and cleaning Defendants' vehicles.

25 35. Additionally, Defendants did not maintain adequate records of all wages earned, hours
26 worked, and meal and rest breaks taken.

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1 ***Defendants' Failure to Pay Overtime Compensation***

2 36. Labor Code Section 1194 provides that an employee receiving less than the legal
3 overtime compensation is entitled to recover in a civil action the unpaid balance of the full amount of
4 this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees,
5 and costs of suit.

6 37. Labor Code Section 510(a) states: "Any work in excess of eight hours in one workday
7 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
8 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
9 one-half times the regular rate of pay for an employee." Labor Code Section 510(a) further states:
10 "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the
11 regular rate of pay for an employee." Labor Code Section 510(a) further states: "[A]ny work in excess
12 of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice
13 the regular rate of pay of an employee."

14 38. Throughout the Relevant Time Period, Wage Order No. 4-2001 provided for payment
15 of overtime wages equal to one and one-half (1 1/2) times an employee's regular rate of pay for all
16 hours worked over eight (8) hours per day and/or forty (40) hours in a workweek, and/or for payment
17 of overtime wages equal to double the employee's regular rate of pay for all hours worked in excess
18 of twelve (12) hours in any workday and/or for all hours worked in excess of eight (8) hours on the
19 seventh (7th) day of work in any one workweek.

20 39. Plaintiff was classified as non-exempt by Defendants and were therefore entitled to
21 overtime compensation for all hours worked in excess of the hours and time specified in the Wage
22 Order, statutes and regulations identified herein.

23 40. As a matter of policy and/or practice, Plaintiff was frequently required to performed
24 work before and after her scheduled shift as well as during meal and rest breaks. Such work includes
25 but is not limited to, completing cash transactions with Defendants' customers; inventory; taking work
26 orders and cross-selling Defendants' products.

27 41. Accordingly, Defendants failed to properly record the actual hours worked by Plaintiff
28 and thus failed to pay overtime wages for the actual amount of overtime hours worked.

42. Additionally, Defendants improperly calculated the amount of overtime wages owing, and thus failed to pay Plaintiff all overtime wages due.

Defendants' Failure to Provide Meal Breaks

43. Plaintiff did not waive her meal periods, by mutual consent with Defendants or otherwise. Plaintiff did not enter into any written agreement with Defendants agreeing to an on-the-job paid meal period. Nevertheless, Defendants implemented a uniform policy and procedure in which Plaintiff was not provided required duty-free meal periods.

44. Plaintiff is informed and believes and based thereon alleges that Defendants failed to effectively communicate California meal period requirements to their in-store non-exempt employees, including Plaintiff and other Sales Associates and Cashiers.

45. Plaintiff is further informed and believes and based thereon alleges that as a matter of policy and/or practice, Defendants' routinely failed to provide their in-store non-exempt employees, including Plaintiff and other Sales Associates and Cashiers, with meal periods during which they were relieved of all duties by requiring them to remain on call and/or on Defendants' premises during meal periods.

46. Specifically, throughout the Relevant Time Period, Defendants regularly:

- a. Failed to provide Plaintiff with a first meal period of not less than thirty (30) minutes during which she was relieved of all duty before working more than five (5) hours;
- b. Failed to provide Plaintiff with a second meal period of not less than thirty (30) minutes during which they are relieved of all duty before working more than ten (10) hours per day; and
- c. Failed to pay Plaintiff and the other aggrieved employees one hour of pay at their regular rate of compensation for each workday that a meal period was not provided.

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1 ***Defendants' Failure to Provide Rest Breaks***

2 47. At all times relevant hereto, Labor Code section 226.7 and IWC Wage Order, number
3 4, section 12 required employers to authorize, permit, and provide a ten (10) minute paid rest for each
4 four (4) hours of work, during which employees are relieved of all duty.

5 48. At all times relevant hereto, Labor Code Section 226.7(b) and IWC Wage Order,
6 number 4, section 12 required employers to pay one hour of additional pay at the regular rate of
7 compensation for each employee and each workday that a proper rest period is not provided.

8 49. Plaintiff is informed and believes and based thereon alleges that Defendants failed to
9 effectively communicate California rest period requirements to their in-store non-exempt employees,
10 including Plaintiff and other Sales Associates and Cashiers. Plaintiff is further informed and believes
11 and based thereon alleges that throughout the Relevant Time Period Defendants failed to schedule rest
12 periods.

13 50. Throughout the Relevant Time Period, Plaintiff and the other aggrieved employees
14 were routinely denied the rest breaks they were entitled to under California law.

15 51. Specifically, throughout the Relevant Time Period, Defendants regularly:

- 16 a. Failed to provide paid rest periods of ten (10) minutes during which Plaintiff and the
17 other aggrieved employees were relieved of all duty for each four (4) hours of work;
18 b. Failed to compensate Plaintiff and the other aggrieved employees for break time when
19 breaks were taken; and
20 c. Failed to pay Plaintiff and the other aggrieved employees one (1) hour of pay at their
21 regular rate of compensation for each workday that a rest period was not permitted.

22 ***Defendants' Failure to Pay All Wages Due at Termination of Employment***

23 52. At all times relevant hereto, Labor Code § 201 required an employer that discharges an
24 employee to pay compensation due and owing to said employee immediately upon discharge. Labor
25 Code Sections 202 requires an employer to pay an employee who quits any compensation due and
26 owing to said employee within seventy-two (72) hours of an employee's resignation. Labor Code
27 Section 203 provides that if an employer willfully fails to pay compensation promptly upon discharge
28 or resignation, as required under Sections 201 and 202, then the employer is liable for waiting time

1 penalties in the form of continued compensation for up to thirty (30) work days.

2 53. Defendants willfully and knowingly failed to pay Plaintiff and the other aggrieved
3 employees, upon termination of employment, all accrued compensation including payment of
4 minimum wage compensation, missed meal and rest periods compensation and for time spent
5 performing work off the clock at defendants' direction.

6 ***Defendants' Failure to Provide Accurate, Itemized Wage Statements***

7 54. At all times relevant hereto, Labor Code section 226 and IWC Wage Order, number 4,
8 section 7 required employers to maintain adequate employment records and provide employees with
9 accurate itemized wage statements showing gross wages, total hours worked, all applicable hourly
10 rates worked during each pay period, the corresponding number of hours worked at each hourly rate,
11 and meal breaks taken.

12 55. Wage statements provided to Plaintiff and the other aggrieved employees by
13 Defendants do not show all wages earned, all hours worked, or all applicable rates, in violation of the
14 Labor Code section 226, and IWC Wage Order number 4, section 7.

15 56. Moreover, Defendants did not maintain adequate records of all wages earned, hours
16 worked and breaks taken.

17 ***Defendants' Failure to Reimburse for Work-Related Expenditures***

18 57. Defendants do not reimburse their in-store non-exempt employees, including Plaintiff
19 and other Sales Associates and Cashiers, for all business-related expenses. Plaintiff and other in-store
20 non-exempt employees, including other Sales Associates and Cashiers, are required to purchase
21 clothing unique to their employment with Defendants. Plaintiff and other in-store non-exempt
22 employees, including other Sales Associates and Cashiers, are not compensated or reimbursed for the
23 purchase of work-related clothing.

24 ***Exhaustion of Administrative Remedies***

25 58. Plaintiff has complied with the procedures for bringing suit specified in California
26 Labor Code Section 2699.3. By letter dated August 15, 2016, Plaintiff, on behalf of herself and the
27 other aggrieved employees, gave written notice by electronic mail and certified mail to the Labor and
28 Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the

1 California Labor Code alleged to have been violated, including the facts and theories to support the
2 alleged violations. Attached as Exhibit "1" is a true and correct copy of the referenced letter.

3 59. More than sixty-five (65) calendar days have passed since Plaintiff provided the
4 LWDA with written notice. To date, Plaintiff has not received any written notice nor been notified
5 from the LWDA that it does intend to investigate the violations of the California Labor Code alleged
6 herein.

7 **FIRST CAUSE OF ACTION**

8 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

9 **(On Behalf of Plaintiff and the Other Aggrieved Employees Against All Defendants)**

10 60. Plaintiff incorporates by reference the allegations set forth above.

11 61. As set forth above, Plaintiff has complied with the procedures for bringing suit
12 specified in California Labor Code Section 2699.3. By letter dated August 15, 2016, Plaintiff, on
13 behalf of herself and the other aggrieved employees, gave written notice by certified mail to the
14 LWDA and to Defendants of the specific provisions of the California Labor Code alleged to have been
15 violated, including the facts and theories to support the alleged violations. More than sixty-five (65)
16 calendar days have passed since Plaintiff provided the LWDA with written notice. To date, Plaintiff
17 has not received any written notice nor been notified from the LWDA that it does intend to investigate
18 the violations of the California Labor Code alleged herein.

19 62. This action arises out of the allegedly unlawful labor practices of Defendants in
20 California. Through this private attorneys' general action, Plaintiff represents herself, and other
21 aggrieved employees of Defendants that were in California, against whom Defendants have allegedly
22 committed labor law violations alleged herein. As a result of the allegedly unlawful conduct described
23 herein, Plaintiff now seeks to recover civil penalties, including the value of unpaid wages, attorneys'
24 fees and costs, pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code
25 Sections 558 and 2698, *et seq.*

26 63. Labor Code Section 1198 makes it unlawful for an employer to employ an employee
27 under conditions that violate the applicable Wage Order.

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1 64. Plaintiff is informed and believes that throughout the Relevant Time Period,
2 Defendants have applied centrally devised policies and practices to Plaintiff and the other aggrieved
3 employees with respect to wages, hours, and working conditions.

4 **Failure to Pay Minimum Wages and Designated Rates**

5 65. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide
6 that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees
7 and the payment of a wage less than the minimum so fixed is unlawful. Additionally, Code Section
8 1198 makes it unlawful for an employer to employ an employee under conditions that violate the
9 applicable Wage Order.

10 66. Where any statute or contract requires an employer to maintain the designated wage
11 scale, Labor Code Section 223 makes it unlawful for an employer to secretly pay a lower wage while
12 purporting to pay the wage designated by statute or by contract.

13 67. At all relevant times, Defendants maintained a policy and practice of requiring Plaintiff
14 and the other aggrieved employees to remain under Defendants' control without paying therefore,
15 which resulted in them earning less than the legal minimum wage in the State of California for all
16 hours worked. At all relevant times, Defendants maintained a policy and practice of requiring Plaintiff
17 and the other aggrieved employees to remain under Defendants' control without paying therefor,
18 which resulted in them earning less than the legal minimum wage in the State of California for all
19 hours worked.

20 68. Defendants' failure to pay Plaintiff and other aggrieved employees minimum wages
21 and designated violates California Labor Code sections 223, 1182.12, 1194, and 1197. Plaintiffs and
22 other aggrieved employees are entitled to recover civil penalties pursuant to sections 1197.1 and
23 2699(a), (f), and (g).

24 **Failure to Pay Overtime Compensation**

25 69. Labor Code Section 1194 provides that an employee receiving less than the legal
26 overtime compensation is entitled to recover in a civil action the unpaid balance of the full amount of
27 this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees,
28 and costs of suit.

1 70. Labor Code Section 510(a) states: "Any work in excess of eight hours in one workday
2 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
3 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
4 one-half times the regular rate of pay for an employee." Labor Code Section 510(a) further states:
5 "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the
6 regular rate of pay for an employee." Labor Code Section 510(a) further states: "[A]ny work in excess
7 of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice
8 the regular rate of pay of an employee."

9 71. Throughout the Relevant Time Period, Wage Order No. 4-2001 provided for payment
10 of overtime wages equal to one and one-half (1 1/2) times an employee's regular rate of pay for all
11 hours worked over eight (8) hours per day and/or forty (40) hours in a workweek, and/or for payment
12 of overtime wages equal to double the employee's regular rate of pay for all hours worked in excess
13 of twelve (12) hours in any workday and/or for all hours worked in excess of eight (8) hours on the
14 seventh (7th) day of work in any one workweek.

15 72. Plaintiff and the other aggrieved employees were classified as non-exempt by
16 Defendants and were therefore entitled to overtime compensation for all hours worked in excess of the
17 hours and time specified in the Wage Order, statutes and regulations identified herein.

18 73. As a matter of policy and/or practice, Plaintiff and the other aggrieved employees were
19 frequently required to performed work before and after their scheduled shift as well as during meal
20 and rest breaks. Such work includes but is not limited to filling out incident reports and cleaning
21 Defendants' vehicles and was not recorded at the instruction of management.

22 74. Accordingly, Defendants failed to properly record the actual hours worked by Plaintiff
23 and other aggrieved employees, and thus failed to pay overtime wages for the actual amount of
24 overtime hours worked.

25 75. Additionally, Defendants improperly calculated the amount of overtime wages owing,
26 and thus failed to pay Plaintiff and other aggrieved employees all overtime wages due.

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Failure to Provide Meal and Rest Breaks

76. Labor Code Section 512 and Section 11 of the Wage Order impose an affirmative obligation on employers to provide non-exempt employees with uninterrupted, duty-free, meal periods of at least thirty (30) minutes for each work period of five (5) or more hours, and to provide them with two uninterrupted, duty-free, meal periods of at least thirty (30) minutes for each work period of more than ten (10) hours.

77. Labor Code Section 226.7 and Section 11 of the Wage Order prohibit employers from requiring employees to work during required meal periods and require employers to pay non-exempt employees an additional hour of premium wages on each workday that the employee is not provided with a required meal period.

78. At relevant times during the applicable limitations period, Defendants failed to provide Plaintiff with an uninterrupted meal period of at least thirty (30) minutes on each day that she worked five (5) or more hours, as required by Labor Code Section 512 and the Wage Order, as a result of duties and schedules that do not permit them to take all legally required meal periods. Plaintiff is informed, believes and thereon alleges that, at relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing the other aggrieved employees with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hour work period, as required by Labor Code Section 512 and the Wage Order, as a result of duties and schedules that do not permit them to take all legally required meal periods.

79. At relevant times during the applicable limitations period, Defendants failed to provide Plaintiff with two uninterrupted meal periods of at least thirty (30) minutes on each day that she worked ten (10) or more hours, as required by Labor Code Section 512 and the Wage Order, as a result of duties and schedules that do not permit them to take all legally required meal periods. Additionally, Defendants failed to provide Plaintiff with an uninterrupted meal period of at least thirty (30) minutes within five (5) hours of her first meal period, as a result of duties and schedules that do not permit them to take all legally required meal periods.

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1 80. Plaintiff is informed and believes and thereon alleges that, at relevant times during the
2 applicable limitations period, Defendants maintained a policy or practice of not providing the other
3 aggrieved employees with two uninterrupted meal periods of at least thirty (30) minutes on each day
4 that they worked ten (10) or more hours, as required by Labor Code Section 512 and the Wage Order,
5 as a result of duties and schedules that do not permit them to take all legally required meal periods.
6 Additionally, Defendants maintained a policy or practice of not providing the other aggrieved
7 employees with an uninterrupted meal period of at least thirty (30) minutes within five (5) hours of
8 their first meal period, as a result of duties and schedules that do not permit them to take all legally
9 required meal periods.

10 81. Section 12 of the Wage Order imposes an affirmative obligation on employers to permit
11 and authorize employees to take required rest periods at a rate of no less than ten (10) minutes of net
12 rest time for each four (4) hour work period, or major portion thereof, that must be in the middle of
13 each work period insofar as is practicable.

14 82. Labor Code Section 226.7 and Section 12 the Wage Order prohibit employers from
15 requiring employees to work during required rest periods and require employers to pay non-exempt
16 employees an additional hour of premium wages on each workday that the employee is not provided
17 with the required rest period.

18 83. At relevant times during the applicable limitations period, Defendants failed to provide
19 Plaintiff with a net rest period of at least ten (10) minutes for each four (4) hour work period, or major
20 portion thereof, as required by the Wage Order, as a result of duties and schedules that do not permit
21 Plaintiff to take all legally required rest breaks.

22 84. Plaintiff is informed, believes and thereon alleges that, at relevant times during the
23 applicable limitations period, Defendants maintained a policy or practice of not providing the other
24 aggrieved employees with net rest periods of a least ten (10) minutes for each four (4) hour work
25 period, or major portion thereof, as required by the Wage Order, as a result of duties and schedules
26 that do not permit them to take all legally required rest breaks.

27 ///

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Failure to Pay Wages Upon Termination

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

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

87. Labor Code Section 203 provides that the wages of an employee continue on a daily basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and unpaid wages to the employee in accordance with Labor Code Section 201 or Section 202.

88. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff and the aggrieved employees all of their earned and unpaid wages, including unpaid minimum wage and overtime, and unprovided rest and meal period premium wages, have been willful in that, at all relevant times, Defendants have deliberately maintained policies and practices that violate the requirements of the Labor Code and the Wage Order even though, at all relevant times, they have had the ability to comply with those legal requirements.

Failure to Provide and Maintain Complaint Wage Statements

89. Labor Code Section 1174 requires that every person employing labor in this state shall keep (1) a record showing the names and addresses of all employees employed and the ages of all minors; (2) at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments; (3) such records in accordance with rules established for this purpose by the commission, but in any case, on file for not less than three years. This statute also prevents an employer from prohibiting an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned. Defendants have willfully failed to keep the records required by Section 1174.

///

1 90. Pursuant to California Labor Code Section 226(a), Plaintiff and the other aggrieved
2 employees were entitled to receive, semimonthly or at the time of each payment of wages, an accurate
3 itemized statement showing: (a) gross wages earned; (b) net wages earned; (c) all applicable hourly
4 rates in effect during the pay period; and (d) the corresponding number of hours worked at each hourly
5 rate by the employee.

6 91. Defendants failed to provide Plaintiff with accurate itemized statements in accordance
7 with California Labor Code Section 226(a) by providing Plaintiff with wage statements with
8 inaccurate entries for hours worked, corresponding rates of pay, and total wages earned as a result of
9 the unlawful labor and payroll practices described herein.

10 92. Plaintiff is informed and believes and thereon alleges that, at all relevant times during
11 the applicable limitations period, Defendants maintained a policy or practice of not providing
12 aggrieved employees with accurate itemized wage statements by providing them with wage statements
13 with inaccurate entries for hours worked, corresponding rates of pay, total wages and deductions from
14 wages earned as a result of the unlawful labor and payroll practices described herein.

15 93. Plaintiff is informed and believes and thereon alleges that Defendants' failure to
16 provide her and the aggrieved employees with accurate written wage statements is knowing and
17 intentional.

18 94. Plaintiff is informed and believes and thereon alleges that Defendants have the ability
19 to provide her and the aggrieved employees with accurate wage statements, but intentionally provide
20 wage statements that they know are not accurate.

21 95. As a result of being provided with inaccurate wage statements by Defendants, Plaintiff
22 and the aggrieved employees have suffered an injury. Their legal rights to receive accurate wage
23 statements were violated and they were misled about the amount of wages they had actually earned
24 and were owed. In addition, the absence of accurate information on their wage statements prevented
25 immediate challenges to Defendants' unlawful pay practices, has required discovery and mathematical
26 computations to determine the amounts of wages owed, has caused difficulty and expense in
27 attempting to reconstruct time and pay records, and/or has led to the submission of inaccurate
28 information about wages and amounts deducted from wages to state and federal government agencies.

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

4 **Failure to Reimburse Work-Related Expenditures**

5 97. California Labor Code section 2802 requires that "an employer shall indemnify his or
6 her employees for all necessary expenditures or losses incurred by the employee in direct consequence
7 of the discharge of his or her duties, or of his or obedience to the directions of the employer."

8 98. As a direct and proximate result of Defendants' policies and/or practices in violation
9 of Labor Code §§ 2802 and 2804, and Section 9 of Wage Order 4, Plaintiff was damaged in sums,
10 which will be shown according to proof.

11 99. Plaintiff is entitled to attorneys' fees and costs of suit pursuant to Labor Code § 2802(c)
12 for bringing this action.

13 100. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
14 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff is
15 entitled to interest, which shall accrue from the date on which they incurred the initial necessary
16 expenditure.

17 101. As a direct and proximate result of the bad faith actions of Defendants, Plaintiff has
18 suffered damages due to these violations of California law and seeks all damages allowed by law,
19 according to proof. Plaintiff seeks all interest, fees, attorneys' fees, and civil penalties to which she is
20 entitled at law, including but not limited to Labor Code Sections 218.5 and 218.6.

21 **Section 558 Penalties**

22 102. The PAGA claims are also brought against Defendants pursuant to provisions of the
23 labor code including § 558 which permits liability of persons or employers who violate or cause to be
24 violated Labor Code and IWC regulations. California Labor Code Section 2699.

25 103. The PAGA states:

26 Notwithstanding any other provision of law, any provision of this code that
27 provides for a civil penalty to be assessed and collected by the Labor and Workforce
28 Development Agency or any of its departments, divisions, commissions, boards,
agencies, or employees, for a violation of this code, may, as an alternative, be
recovered through a civil action brought by an aggrieved employee on behalf of

herself or herself and other current or former employees...

104. One provision of law enforceable through PAGA is Labor Code § 558, which states the following:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to any amount sufficient to recover underpaid wages.

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

Penalties Authorized by PAGA

105. Pursuant to California Labor Code sections 2699(a) and (f), Plaintiffs and the other aggrieved employees of Defendants are entitled to, and seek to, recover civil penalties for Defendants' violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 512, 1174, 1198, and 2802, during the applicable limitations period in the following amounts:

- a. For violations of California Labor Code sections 200, 201, 202, 203, 226.7, and 2802, one hundred dollars (\$100.00) for each aggrieved employee per pay period for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation (penalty amounts established by California Labor Code Section 2699(f)(2));
- b. For violations of California Labor Code Section 1197, one hundred dollars (\$100.00) for each aggrieved employee per pay period for each initial violation and two hundred dollars and fifty (\$250.00) for each aggrieved employee per pay period for each subsequent violation regardless of whether the initial violation is intentionally committed (penalty amounts established by California Labor Code § 1197.1);
- c. For violations of California Labor Code Sections 221, one hundred dollars (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee for each subsequent or willful violation (penalty amounts established by California Labor Code § 225.5);

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- 1 d. For violations of California Labor Code Section 1174, five hundred dollars
2 (\$500.00) for each of Defendants' violations in addition to any other penalties or
3 fines permitted by law (penalty amounts established by California Labor Code §
4 1174.5);
- 5 e. For violations of California Labor Code Section 226, two hundred fifty dollars
6 (\$250.00) per employee for initial violation and one thousand dollars (\$1,000.00) per
7 employee for each subsequent violation (penalty amounts established by California
8 Labor Code Section 226.3);
- 9 f. For violations of California Labor Code Section 1174, five hundred dollars (\$500)
10 for each of Defendants' violations in addition to any other penalties or fines permitted
11 by law (penalty amounts established by California Labor Code Section 1174.5);
- 12 g. For violations of California Labor Code section 512 and, Wage Order 4-2001
13 Sections 9, 11, and 12, fifty dollars (\$50.00) for each aggrieved employee for each
14 initial violation for pay period for which the employee was underpaid in addition
15 to an amount sufficient to recover unpaid wages and one hundred dollars (\$100.00)
16 for each underpaid employee for each pay period for which the employee was
17 underpaid in addition to an amount sufficient to recover unpaid wages (penalty
18 amounts established by California Labor Code Section 558).
- 19 h. For violations of California Labor Code Section 558, fifty dollars (\$50.00) for
20 initial violation, fifty dollars (\$50.00) for each underpaid employee for each pay
21 period for which the employee was underpaid in addition to an amount sufficient
22 to recover unpaid wages; for each subsequent violation, one hundred dollars
23 (\$100.00) for each underpaid employee for each pay period for which the
24 employee was underpaid in addition to an amount sufficient to recover underpaid
25 wages.

26 106. Pursuant to California Labor Code Section 2699(g), Plaintiff, on behalf of herself and
27 the other aggrieved employees, are entitled to an award of reasonable attorneys' fees and costs.

28 ///

1 **PRAYER FOR RELIEF**

2 Wherefore, Plaintiff on behalf of herself and on behalf of the aggrieved employees, prays
3 for judgment against Defendants as follows:

- 4 a. Civil penalties;
5 b. Other penalties and fines permitted by law;
6 c. Costs of suit;
7 d. Reasonable attorneys' fees;
8 e. Pre-judgment and post-judgment interest as provided by law; and
9 f. Such other and further relief as the Court deems just and proper.

10 DATED: November 7, 2016

**LAW OFFICES OF THOMAS W. FALVEY
HARTOUNIAN LAW FIRM, P.C.**

11
12
13 By: 

14 Michael H. Boyamian
15 Attorneys for Plaintiff MELISSA MEJIA,
16 Other Aggrieved Employees, and the General
Public

17 **DEMAND FOR JURY TRIAL**

18
19 Plaintiff, Melissa Mejia, individually and on behalf of all other aggrieved employees,
20 demands a jury trial of this matter on all claims so triable.

21 Dated: November 7, 2016

**LAW OFFICES OF THOMAS W. FALVEY
HARTOUNIAN LAW FIRM**

22
23 By: 

24 Michael H. Boyamian
25 Attorneys for Plaintiff MELISSA MEJIA,
26 Other Aggrieved Employees, and the General
27 Public
28

910770711

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Thomas W. Falvey, SBN 65744 Michael H. Boyamian, SBN 256107 LAW OFFICES OF THOMAS W. FALVEY 550 North Brand Blvd., Suite 1500 Glendale, CA 91203 TELEPHONE NO.: 818-547-5200 FAX NO.: 818-500-9307		FOR COURT USE ONLY <div style="text-align: center; font-weight: bold; font-size: 1.2em;">FILED</div> Superior Court of California County of Los Angeles <div style="text-align: center; font-weight: bold; font-size: 1.2em;">NOV 07 2015</div> Sherri R. Carter, Executive Officer/Clerk By <u>Cristina Grijalva</u> Deputy	
ATTORNEY FOR (Name): <u>Plaintiff, Melissa Mejia</u>			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: Same as Above CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Central			
CASE NAME: <u>Mejia v. Dunn-Edwards</u>			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: BC 640070 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 <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> 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): 1
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 7, 2016

Michael H. Boyamian

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)
Employment
Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SHORT TITLE: **Mejia v. Dunn-Edwards Corporation**

CASE NUMBER

BC 640070

**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 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

Auto Tort
Other Personal Injury/Property Damage/Wrongful Death Tort
A7770711

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, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Med cal Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
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, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE:

Mejia v. Dunn-Edwards Corporation

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 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	1, 2, 3
Employment	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
Contract	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 <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	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, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
Real Property	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)	6, 11
Unlawful Detainer	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: Mejia v. Dunn-Edwards Corporation	CASE NUMBER
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	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, 3, 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	2, 8
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	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	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	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)	1, 2, 8
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1, 2, 8	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	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/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> A6100 Other Civil Petition	2, 9		

SHORT TITLE: Mejia v. Dunn-Edwards Corporation	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input checked="" 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. <input type="checkbox"/> 11.			ADDRESS: 4869 Slauson Avenue
CITY: Maywood	STATE: CA	ZIP CODE: 90270	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: November 7, 2016



(SIGNATURE OF ATTORNEY/FILING PARTY)

MICHAEL H. BOYAMIAN

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. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
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.

11/07/16