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10 Attorneys for Defendants  
11 BRISTOL BAY NATIVE CORPORATION and  
12 WORKFORCE RESOURCES, LLC

13 UNITED STATES DISTRICT COURT  
14 SOUTHERN DISTRICT OF CALIFORNIA

15 AHMAD JAWAD ABDUL JAMIL,  
16 AHMAD JAMSHID ABDUL JAMIL,  
17 AHMAD FARHAD ABDUL JAMIL,  
18 individually and on behalf of all  
19 employees similarly situated,

20 Plaintiffs,

21 v.

22 WORKFORCE RESOURCES, LLC, a  
23 California Limited Liability Company,  
24 and DOES 1 through 10, inclusive,

25 Defendants.

Case No. '18CV0027 JLS NLS

[San Diego County Superior Court Case  
No. 37-2017-00036148-CU-OE-CTL]

**NOTICE OF REMOVAL TO  
FEDERAL COURT PURSUANT TO  
28 U.S.C. §§ 1331, 1441(a), AND  
1442(a)(1)**

Complaint Filed: September 27, 2017

1 TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE  
2 SOUTHERN DISTRICT OF CALIFORNIA:

3 Please take notice that Defendants Bristol Bay Native Corporation and  
4 Workforce Resources, LLC (collectively, “Defendants”) remove this action from the  
5 Superior Court of the State of California for the County of San Diego, to the United  
6 States District Court for the Southern District of California.

7 This action is a civil action over which this Court has original jurisdiction based  
8 on federal question jurisdiction pursuant to 28 U.S.C. § 1331 (“Section 1331”), and is  
9 one that may be removed to this Court by Defendants pursuant to 28 U.S.C.  
10 §§ 1441(a) and 1442(a)(1). In support of their Notice of Removal, Defendants state:

11 **JURISDICTION AND VENUE ARE PROPER**

12 1. This Court has federal question jurisdiction over this action under 28  
13 U.S.C. § 1331. Section 1331 confers original jurisdiction on the federal district courts  
14 “of all civil actions arising under the Constitution, laws, or treaties of the United  
15 States.” As set forth below, this case meets Section 1331’s standard for removal. *See*  
16 28 U.S.C. §§ 1331, 1441(a), and 1446.

17 2. This Court also has jurisdiction over this action under 28 U.S.C.  
18 § 1442(a)(1). Section 1442(a)(1) provides that private parties “acting under” the  
19 authority of a federal officer may remove cases to federal court. As set forth below,  
20 this case meets the standard for removal set forth in Section 1442(a)(1). *See* 28  
21 U.S.C. §§ 1442(a)(1), and 1446.

22 3. This action was filed in the Superior Court of California for the County  
23 of San Diego and therefore, venue properly lies in the United States District Court for  
24 the Southern District of California pursuant to 28 U.S.C. §§ 84(d), 1391, and 1441(a).

25 **STATUS OF THE PLEADINGS**

26 4. On September 27, 2017, Plaintiffs Ahmad Jawad Abdul Jamil, Ahmad  
27 Jamshid Abdul Jamil, and Ahmad Farhad Abdul Jamil (collectively, “Plaintiffs”) filed  
28 an unverified Class Action Complaint for Damages in the Superior Court of the State

1 of California for the County of San Diego, which was captioned as follows: *Ahmad*  
2 *Jawad Abdul Jamil, Ahmad Jamshid Abdul Jamil, Ahmad Farhad Abdul Jamil,*  
3 *individually and on behalf of all employees similarly situated, Plaintiffs, v. Workforce*  
4 *Resources, LLC, a California Limited Liability Company, and DOES 1 through 10,*  
5 *inclusive, Defendants, designated as case number 37-2017-00036148-CU-OE-CTL*  
6 (“Complaint”). Plaintiffs assert claims for: (1) Failure to Pay Minimum Wages (Cal.  
7 Labor Code §§ 218, 1182.12, 1194(a), and 1197); (2) Failure to Pay Overtime Wages  
8 (Cal. Labor Code §§ 510, 558, 1194, and 1198); (3) Failure to Provide Meal Periods  
9 (Cal. Labor Code §§ 226.7 and 512); (4) Failure to Provide Rest Periods (Cal. Labor  
10 Code §§ 226.7, 510, and 1194); (5) Failure to Provide Accurate Wage Statements  
11 (Cal. Labor Code §§ 226, 226.3, 1174, and 1174.5); (6) Failure to Pay All Wages  
12 Upon Separation from Employment (Cal. Labor Code §§ 201-203); and (7) Violations  
13 of Unfair Business Practices (Cal. Business & Professions Code § 17200 *et seq.*). A  
14 true and correct copy of the Complaint is attached as Exhibit A to the Declaration of  
15 Matthew B. Riley in Support of Notice of Removal to Federal Court Pursuant to 28  
16 U.S.C. §§ 1331, 1441(a), and 1442(a)(1) (“Riley Decl.”), ¶ 2.

17 5. Plaintiffs’ Complaint originally named only Workforce Resources, LLC  
18 as a Defendant. However, on November 13, 2017, Plaintiffs filed an Amendment to  
19 Complaint through which Plaintiffs amended the Complaint to name Bristol Bay  
20 Native Corporation as a Defendant in place of the fictitiously-named Doe 1. A true  
21 and correct copy of the Amendment to Complaint is attached as Exhibit B to the Riley  
22 Decl., ¶ 3.

23 6. On December 5, 2017, Plaintiffs personally served a copy of the  
24 Complaint on Defendants, along with a copy of the Summons, the Amendment to  
25 Complaint, a Civil Case Cover Sheet, a Notice of Case Assignment, an Alternative  
26 Dispute Resolution (ADR) Information packet, and a Notice of Case Assignment and  
27 Case Management Conference. True and correct copies of the above-referenced  
28 documents are attached as Exhibit C to the Riley Decl., ¶ 4.

1           7. The Complaint, Summons, Amendment to Complaint, Civil Case Cover  
2 Sheet, Notice of Case Assignment, and Alternative Dispute Resolution (ADR)  
3 Information packet constitute all of the pleadings and process served on Defendants in  
4 this action to date. To Defendants' knowledge, no further process, pleadings, or  
5 orders related to this case have been filed in the San Diego County Superior Court or  
6 served by any party other than as described above. See Riley Decl., ¶ 5.

7                                   **INDIVIDUAL AND DOE DEFENDANTS**

8           8. No individual defendants are named in this action. Defendants are  
9 informed and believe that none of the remaining Doe Defendants in this case have  
10 been identified or served. Doe Defendants designated 2 to 10 are fictitious, are not  
11 parties to this action, have not been served, and are to be disregarded for the purpose  
12 of this removal.

13                                   **TIMELINESS OF REMOVAL**

14           9. This Notice of Removal is timely. The notice of removal of a civil action  
15 “shall be filed within 30 days after the receipt by the defendant, through service or  
16 otherwise, of a copy of the initial pleading setting forth the claim for relief.” 28  
17 U.S.C. § 1446(b). Formal service of process, measured from the service date  
18 according to state law, is a prerequisite for triggering the thirty-day removal period  
19 because it “assures defendants adequate time to decide whether to remove an action to  
20 federal court.” See *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344,  
21 354 (1999).

22           10. Plaintiffs filed their Complaint in the San Diego County Superior Court  
23 on September 29, 2017. On December 5, 2017, the Complaint and Summons were  
24 personally served on Defendants, thus commencing the thirty-day removal period.  
25 Defendants filed this Notice of Removal on January 4, 2018, within thirty days of the  
26 December 5, 2017, date of service. As such, this Notice of Removal is timely as a  
27 matter of law.

28    ///

1 **FEDERAL QUESTION JURISDICTION**

2 11. This Court has federal question jurisdiction over this action under Section  
3 1331, pursuant to the federal enclave doctrine. Section 1331 confers original  
4 jurisdiction on the federal district courts “of all civil actions arising under the  
5 Constitution, laws, or treaties of the United States.”

6 12. Plaintiffs’ claims relate to their employment with Workforce Resources  
7 as role players at Marine Corps Base Camp Pendleton in Camp Pendleton, California  
8 (“Camp Pendleton”). (Complaint, ¶¶ 14-16.) Specifically, Plaintiffs were role players  
9 in a simulated Afghan village within Camp Pendleton boundaries that was built to  
10 assist with training exercises for deploying United States Marines to Afghanistan.  
11 (Complaint, ¶¶ 4-6, 14-16.)

12 13. Camp Pendleton is a federal enclave, subject to exclusive federal enclave  
13 jurisdiction. *See Shurow v. Gino Morena Enters., LLC*, No. 3:16-cv-02844-L-KSC,  
14 2017 WL 1550162, at \*2, 4 (S.D. Cal. May 1, 2017) (recognizing Camp Pendleton as  
15 a federal enclave and dismissing claims with prejudice, including wage and hour  
16 claims); *Stiefel v. Bechtel Corp.*, 497 F. Supp. 2d 1138, 1147-48 (S.D. Cal. 2007) (on  
17 motion to dismiss, discussing history of Camp Pendleton and taking judicial notice of  
18 fact it is a federal enclave); *see also Cooper v. S. Cal. Edison Co.*, 170 F. App’x 496,  
19 497 (9th Cir. 2006) (nuclear generating station “is located within a federal enclave,  
20 acquired by the United States in 1941 when it established Camp Pendleton.”) (citing  
21 *United States v. Fallbrook Pub. Util. Dist.*, 110 F. Supp. 767, 771 (S.D. Cal. 1953)  
22 (discussing chain of title and that United States acquired Camp Pendleton in 1941  
23 through condemnation proceedings)).

24 14. Federal jurisdiction in federal enclaves specifically conveys federal  
25 jurisdiction to district courts with respect to activities occurring within the territory.  
26 As such, actions are deemed to “arise under” federal law and are removable under 28  
27 U.S.C. § 1441(a). *See, e.g., Stiefel*, 497 F. Supp. 2d at 1147-48; *Swords to*  
28 *Plowshares v. Kemp*, 423 F. Supp. 2d 1031, 1033-34 (N.D. Cal. 2005); *Fung v. Abex*

1 *Corp.*, 816 F. Supp. 569, 571 (N.D. Cal. 1992). Although a plaintiff’s well pleaded  
2 complaint must raise issues of federal law in order for the action to be deemed  
3 “arising under” federal law, a plaintiff cannot avoid federal jurisdiction by omitting  
4 facts giving rise to federal question jurisdiction. *See Fung*, 816 F. Supp. at 571 (“A  
5 complainant cannot, “. . . avoid federal jurisdiction simply by omitting from the  
6 complaint federal law essential to his claim, or by casting in state law terms a claim  
7 that can be made only under federal law.”) (quoting *Harper v. San Diego Transit*  
8 *Corp.*, 764 F.2d 663 (9th Cir. 1985)).

9 15. Plaintiffs’ claims all relate to their employment with Workforce  
10 Resources, which operated for these purposes at the United States Marines’ Camp  
11 Pendleton base located in Camp Pendleton, California. Plaintiffs allege that they each  
12 worked in California from 2015 through March 2017 as a “cultural advisor/role player  
13 for members of the United States Armed Forces.” (Complaint, ¶¶ 4-6, 14.)

14 Additionally, federal enclave jurisdiction is established even if some of  
15 the alleged conduct forming the basis of the claims occurred outside the boundaries of  
16 the enclave. “In the context of claims by employees against contractor employers  
17 operating on a federal enclave, the Doctrine applies if the plaintiff’s place of  
18 employment was located on the federal enclave.” *Shurow*, 2017 WL 1550162, at \*2  
19 (citing *Lockhart v. MVM, Inc.*, 175 Cal. App. 4th 1452, 1459 (2009) (rejecting  
20 plaintiff’s argument that because the decision to terminate her was made at corporate  
21 headquarters off site and because she received the termination letter at home, federal  
22 enclave jurisdiction should not apply); *Powell v. Tessada & Assocs., Inc.*, No. C 04-  
23 05254 JF, 2005 WL 578103 (N.D. Cal. Mar. 10, 2005) (“[R]egardless of where the  
24 decision not to retain Plaintiffs was made, the decision reflects Defendants’  
25 employment practice on the enclave. As a result, Plaintiffs cannot maintain their state  
26 law claims.”); *Taylor v. Lockheed Martin Corp.*, 78 Cal. App. 4th 472, 480-81 (2000)  
27 (fortuity of paid suspension before termination does not mean that employment claims  
28

1 arose elsewhere; rather, as the employee of a contractor operating on the enclave,  
2 plaintiff's claims are governed by the enclave's laws, rather than by state law).

3 16. Here, the events that form the basis of Plaintiffs' claims arise out of  
4 Plaintiffs' employment in California with Workforce Resources, a contractor  
5 operating out of Camp Pendleton, a federal enclave. All of Plaintiffs' work was  
6 performed on the base, making Camp Pendleton Plaintiffs' place of employment for  
7 purposes of the federal enclave doctrine. (*See, e.g.*, Complaint, ¶¶ 4-6, 14.)  
8 Accordingly, Plaintiffs' Complaint states claims "arising under" federal law. This  
9 Court has original federal question jurisdiction over this matter and it is removable  
10 under 28 U.S.C. § 1441.

### 11 **FEDERAL OFFICER REMOVAL STATUTE**

12 17. Removal of this case is also proper pursuant to the federal officer  
13 removal statute, 28 U.S.C. § 1442(a)(1), because Workforce Resources, a federal  
14 contractor, (1) is a "person" who was "acting under" a federal officer, (2) who has  
15 raised a colorable federal defense, and (3) there is a causal nexus between Plaintiffs'  
16 claims and the conduct performed under color of federal office.

17 18. The federal officer removal statute provides, in pertinent part, that "[a]  
18 civil action . . . that is commenced in a State court and that is against or directed to any  
19 of the following may be removed by them to the district court of the United States for  
20 the district and division embracing the place wherein it is pending: (1) The United  
21 States or any agency thereof or any officer (or any person acting under that officer) of  
22 the United States or of any agency thereof, in an official or individual capacity, for or  
23 relating to any act, under color of such office or on account of any right, title or  
24 authority claimed under any Act of Congress . . . ." 28 U.S.C. § 1442(a)(1).

25 19. To establish jurisdiction under Section 1442(a)(1), a removing defendant  
26 must establish three elements: (1) it was a federal officer or "acting under" a federal  
27 officer; (2) it has a colorable defense under federal law; and (3) a causal connection  
28 exists between the defendant's acts or omissions and the claims asserted by the

1 plaintiff. *See O’Connell v. Foster Wheeler Energy Corp.*, 544 F. Supp. 2d 51, 53 (D.  
2 Mass. 2008) (citations omitted).

3 20. The Supreme Court has stated that “[u]nder the federal officer removal  
4 statute, suits against federal officers may be removed despite the nonfederal cast of the  
5 complaint; the federal-question element is met if the defense depends on federal law.”  
6 *Jefferson Cnty., Ala. v. Acker*, 527 U.S. 423, 431 (1999). Like complete preemption,  
7 “the removal statute creates an exception to the well-pleaded complaint rule.”  
8 *O’Connell*, 544 F. Supp. 2d at 54 n.6 (citing *Acker*, 527 U.S. at 430-31; *Mesa v. Cal.*,  
9 489 U.S. 121, 136 (1989)). Moreover, “although removal statutes are typically  
10 construed narrowly,” the policy underlying the federal officer removal statute, *i.e.*, “to  
11 ensure a federal forum for defenses of official immunity,” “should not be frustrated by  
12 a narrow, grudging, interpretation of § 1442(a)(1).” *Id.* at 53 n.5 (quoting *Willingham*  
13 *v. Morgan*, 395 U.S. 402, 407 (1969)).

14 21. Plaintiffs’ Complaint states they were employed by Workforce Resources  
15 as cultural advisors/role players for members of the United States Armed Forces.  
16 (Complaint, ¶¶ 4-6, 14.) At all times during Plaintiff’s employment with Workforce  
17 Resources, Workforce Resources was a government contractor providing services to  
18 the United States Armed Forces.

19 22. Corporate entities are “person[s]” under Section 1442(a)(1). *See*  
20 *Goncalves By & Through Goncalves v. Rady Children’s Hospital San Diego*, 865 F.3d  
21 1237, 1244 (9th Cir. 2017) (compiling cases and recognizing that “[t]he courts of  
22 appeals have uniformly held that corporations are ‘person[s]’ under § 1442(a)(1).”) A  
23 defendant “acts under a federal officer” when it assists or helps carry out the duties  
24 or tasks of the federal superior. *See Isaacson v. Dow Chem. Co.*, 517 F.3d 129, 136-  
25 37 (2d Cir. 2008) (citing *Watson v. Phillip Morris Cos., Inc.*, 551 U.S. 142, 152  
26 (2007)). In providing cultural advisor/role player services to the United States Armed  
27 Forces, Workforce Resources assisted in carrying out the duty of training members of  
28



1 the United States Armed Forces, and therefore meets the requirement that it was  
2 acting under a federal officer. (*See, e.g.*, Complaint, ¶¶ 4-6, 14.)

3 23. Workforce Resources meets the second requirement for jurisdiction  
4 under the federal officer removal statute because it asserts a “colorable federal  
5 defense.” Specifically, as described in ¶¶ 11-17, *supra*, the federal enclave doctrine  
6 bars Plaintiffs’ state law claims.

7 24. Finally, Workforce Resources satisfies the final requirement for  
8 jurisdiction under Section 1442(a)(1) because a causal nexus exists between Plaintiffs’  
9 claims for wage violations and Workforce Resources’ federal contract to provide  
10 cultural advisors and role players for the United States Armed Forces at Camp  
11 Pendleton.

12 **NOTICE TO PLAINTIFFS AND STATE COURT**

13 25. Following the filing of this Notice of Removal in the United States  
14 District Court for the Southern District of California, written notice of such filing will  
15 be given by the undersigned to Plaintiffs’ counsel of record, Kevin Mahoney and  
16 Treana L. Allen of the Mahoney Law Group, APC, and a copy of the Notice of  
17 Removal will be filed with the Clerk of the San Diego County Superior Court. *See*  
18 *Riley Decl.*, ¶ 6.

19 WHEREFORE, pursuant to 28 U.S.C. §§ 1441(a) and 1442(a)(1), Defendants  
20 remove this case from the Superior Court of the State of California for the County of  
21 San Diego to this Court.

22 Dated: January 4, 2018

23 /s/ Matthew B. Riley  
24 AMY TODD-GHER  
25 MATTHEW B. RILEY  
26 LITTLER MENDELSON, P.C.  
27 Attorneys for Defendants  
28 BRISTOL BAY NATIVE  
CORPORATION and WORKFORCE  
RESOURCES, LLC

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CIVIL COVER SHEET

JS 44 (Rev. 06/17)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

AHMAD JAWAD ABDUL JAMIL, AHMAD JAMSHID ABDUL JAMIL, AHMAD FARHAD ABDUL JAMIL, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Orange, CA (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Kevin Mahoney; Treana L. Allen MAHONEY LAW GROUP - 249 E. Ocean Blvd., Suite 814 Long Beach, CA 90802 Tel. 562.590.5550

DEFENDANTS

WORKFORCE RESOURCES, LLC and BRISTOL BAY NATIVE CORPORATION

County of Residence of First Listed Defendant Anchorage, AK (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known) Amy Todd-Gher; Matthew B. Riley LITTLER MENDELSON, P.C. - 501 W. Broadway, Suite 900 San Diego, CA 92101 Tel.: 619.232.0441 '18CV0027 JLS NLS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Main table for Nature of Suit with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, TORTS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation-Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. §§ 1331, 1441(a), and 1442(a)(1)

Brief description of cause:

Wage and hour: minimum wages, overtime wages, meal/rest breaks, wage statements

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

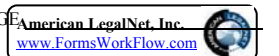
VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 1/4/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Matthew B. Riley

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE



1 AMY TODD-GHER, Bar No. 208581  
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10 Attorneys for Defendants  
11 BRISTOL BAY NATIVE CORPORATION and  
12 WORKFORCE RESOURCES, LLC

13 UNITED STATES DISTRICT COURT  
14 SOUTHERN DISTRICT OF CALIFORNIA

15 AHMAD JAWAD ABDUL JAMIL,  
16 AHMAD JAMSHID ABDUL JAMIL,  
17 AHMAD FARHAD ABDUL JAMIL,  
18 individually and on behalf of all  
19 employees similarly situated,

20 Plaintiffs,

21 v.  
22 WORKFORCE RESOURCES, LLC, a  
23 California Limited Liability Company,  
24 and DOES 1 through 10, inclusive,

25 Defendants.

Case No. '18CV0027 JLS NLS

[San Diego County Superior Court Case  
No. 37-2017-00036148-CU-OE-CTL]

**DECLARATION OF MATTHEW B.  
RILEY IN SUPPORT OF NOTICE  
OF REMOVAL TO FEDERAL  
COURT PURSUANT TO 28 U.S.C.  
§§ 1331, 1441(a) AND 1442(a)(1)**

Complaint Filed: September 27, 2017

1 I, MATTHEW B. RILEY, declare as follows:

2 1. I am an attorney admitted to practice in the State of California and in this  
3 Court, and I am an attorney at the law firm of Littler Mendelson, P.C., counsel of  
4 record for Defendants Bristol Bay Native Corporation and Workforce Resources, LLC  
5 (collectively, “Defendants”) in this action. I make this declaration in support of  
6 Defendants’ Notice of Removal to Federal Court Pursuant to 28 U.S.C. §§ 1331,  
7 1441(a), and 1442(a)(1) (“Notice of Removal”). All of the information set forth  
8 herein is based on my personal and firsthand knowledge and/or based on information  
9 and documents retained by our firm in the regular course of its business operations,  
10 and if called and sworn as a witness, I could and would competently testify thereto.

11 2. Attached to Defendants’ Notice of Removal as **Exhibit A** is a true and  
12 correct copy of the unverified Class Action Complaint (“Complaint”) filed on  
13 September 27, 2017, in the Superior Court of the State of California for the County of  
14 San Diego by Plaintiffs Ahmad Jawad Abdul Jamil, Ahmad Jamshid Abdul Jamil, and  
15 Ahmad Farhad Abdul Jamil (“Plaintiffs”) in the matter entitled *Ahmad Jawad Abdul*  
16 *Jamil, Ahmad Jamshid Abdul Jamil, Ahmad Farhad Abdul Jamil, individually and on*  
17 *behalf of all employees similarly situated, Plaintiffs, v. Workforce Resources, LLC, a*  
18 *California Limited Liability Company, and DOES 1 through 10, inclusive,*  
19 *Defendants*, designated as case number 37-2017-00036148-CU-OE-CTL (“Action”).

20 3. Attached to Defendants’ Notice of Removal as **Exhibit B** is an  
21 Amendment to Complaint, filed on November 13, 2017, through which Plaintiffs  
22 named Bristol Bay Native Corporation as a Defendant in place of the fictitiously-  
23 named Doe 1.

24 4. Attached to Defendants’ Notice of Removal as **Exhibit C** is a true and  
25 correct copy of the Summons and Complaint that was personally served on  
26 Defendants on December 5, 2017, in the Action, which includes a copy of the  
27 Summons, the Complaint, the Amendment to Complaint, a Civil Case Cover Sheet, a  
28 Notice of Case Assignment, an Alternative Dispute Resolution (ADR) Information

1 packet, and a Notice of Case Assignment and Case Management Conference.

2 5. As of today, no other parties have been named or validly served with the  
3 Summons and Complaint in this matter.

4 6. Written notice of the filing of the Notice of Removal will be given by the  
5 undersigned to Plaintiffs' counsel of record, Kevin Mahoney and Treana L. Allen of  
6 the Mahoney Law Group, APC, and a copy of the Notice of Removal will be filed  
7 with the Clerk of the San Diego County Superior Court.

8 I declare under penalty of perjury under the laws of the United States of  
9 America that the foregoing is true and correct.

10 Executed this 4th day of January, 2018, at San Diego, California.

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*/s/ Matthew B. Riley*  
\_\_\_\_\_  
MATTHEW B. RILEY

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1 *Jamil v. Workforce Recourses, LLC*  
 2 USDC Southern District Case No.

3 **INDEX OF EXHIBITS**

4 TO

5 **DECLARATION OF MATTHEW B. RILEY IN SUPPORT OF**  
 6 **NOTICE OF REMOVAL TO FEDERAL COURT**  
 7 **PURSUANT TO 28 U.S.C. §§ 1331, 1441(a) AND 1442(a)(1)**

8

EXHIBIT No.	DATE	DESCRIPTION	PAGE No.
Exhibit A	9/27/17	Class Action Complaint	5-27
Exhibit B	11/13/17	Amendment to Complaint	28-29
Exhibit C	12/5/17	Summons, Complaint, Amendment to Complaint, Civil Cover Sheet, Notice of Case Assignment, Alternative Dispute Resolution, and Notice of Case Assignment and Case Management Conference	30-60

9 Firmwide:146778742.1 059925.1013



**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**09/27/2017** at 11:43:12 AM

Clerk of the Superior Court  
By Nidia Reyes, Deputy Clerk

Kevin Mahoney (SBN: 235367)  
[kmahoney@mahoney-law.net](mailto:kmahoney@mahoney-law.net)  
Treana L. Allen (SBN: 302922)  
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Attorneys for Plaintiffs AHMAD JAWAD ABDUL JAMIL, AHMAD JAMSHID ABDUL JAMIL, AHMAD FARHAD ABDUL JAMIL, individually and on behalf of all employees similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**THE COUNTY OF SAN DIEGO**

AHMAD JAWAD ABDUL JAMIL, AHMAD JAMSHID ABDUL JAMIL, AHMAD FARHAD ABDUL JAMIL, individually and on behalf of all employees similarly situated,

Plaintiffs,

v.

WORKFORCE RESOURCES, LLC, a California Limited Liability Company, and DOES 1 through 10, inclusive,

Defendants.

Case No. 37-2017-00036148-CU-OE-CTL

**CLASS ACTION**

**COMPLAINT FOR DAMAGES**

1. Failure to Pay Minimum Wages Labor Code §§ 218, 1182.12, 1194(a) and 1197;
2. Failure to Pay Overtime Wages Labor Code §§ 510, 558, 1194, 1198;
3. Failure to Provide Meal Periods Labor Code §§ 226.7, 512;
4. Failure to Provide Rest Periods Labor Code §§ 226.7, 510, 1194;
5. Failure to Provide Accurate Wage Statements Labor Code §§ 226, 226.3, 1174, 1174.5;
6. Failure to Pay All Wages Upon Separation from Employment Labor Code §§ 201-203; and
7. Violations of Unfair Business Practices (B&PC §17200, et seq.).

**DEMAND FOR JURY TRIAL**



1 Plaintiffs AHMAD JAWAD ABDUL JAMIL, AHMAD JAMSHID ABDUL JAMIL,  
2 AHMAD FARHAD ABDUL JAMIL, (herein collectively referred to as “Plaintiffs”),  
3 individually and on behalf of all other similarly situated hourly non-exempt employees, hereby  
4 complains against Defendant, WORKFORCE RESOURCES, LLC, an Alaska Company formerly  
5 doing business in California as Workforce Resources, LLC, (hereinafter “Defendant” or  
6 “Workforce”); and DOES 1 to 10, inclusive and on information and belief alleges as follows:

7 **JURISDICTION AND VENUE**

8 1. This is a civil action seeking recovery of unpaid wages and penalties under  
9 California Business and Professions Code (B&PC) §17200, et. seq., and Labor Code §§ 200, 226,  
10 226.7, 510, 1194, and 1198. Plaintiffs, on behalf of themselves and all hourly non-exempt  
11 employees, others similarly situated, hereby bring an action for damages for violation of the Labor  
12 Code and for injunctive relief, declaratory relief, and restitution for Defendant’s violations of  
13 B&PC §17200, et. seq. Plaintiffs seek all available relief, including full damages, restitution,  
14 and/or disgorgement of all revenues, earnings, profits, compensation, and benefits retained by  
15 Defendant as a result of its unlawful, unfair business practices. Further, Plaintiffs seek all  
16 injunctive relief under B&PC §17200, et. seq.

17 2. The California Superior Court has jurisdiction in the matter because the individual  
18 claims are under the seventy-five thousand dollars (\$75,000.00) individual jurisdictional amount  
19 in controversy threshold for Federal Court, under the five million dollar (\$5,000,000.00)  
20 aggregate jurisdictional amount in controversy threshold for Federal Court. Further, there is no  
21 federal question at issue because the issues herein are based solely on California Statutes and law.

22 3. Venue as to each defendant is proper in this judicial district pursuant to California  
23 Code of Civil Procedure sections 395(a) and 395.5, as at least some of the acts complained of  
24 hereon occurred in the County of San Diego. Each Defendant either owns, maintains offices,  
25 transacts business, has an agent or agents within the County of San Diego, or otherwise is found  
26 within the County of San Diego and each defendant is within the jurisdiction of this Court for  
27 purposes of service of process.

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**THE PARTIES**

**A. The Plaintiffs**

4. AHMAD JAWAD ABDUL JAMIL is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was and currently is, a California resident. Plaintiff was hired by Defendant at its 1833 Oceanside Blvd., Oceanside, CA, 92054, address, in the County of San Diego. At all relevant times herein, Plaintiff was an employee of the Defendant from 2015 through March 2017, in California. At all relevant times herein, Plaintiff was employed by Defendant in a non-exempt hourly position as cultural advisor/role player for members of the United States Armed Forces.

5. AHMAD JAMSHID ABDUL JAMIL is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was and currently is, a California resident. Plaintiff was hired by Defendant at its 1833 Oceanside Blvd., Oceanside, CA, 92054, address, in the County of San Diego. At all relevant times herein, Plaintiff was an employee of the Defendant from 2015 through March 2017, in California. At all relevant times herein, Plaintiff was employed by Defendant in a non-exempt hourly position as cultural advisor/role player for members of the United States Armed Forces.

6. AHMAD FARHAD ABDUL JAMIL is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was and currently is, a California resident. Plaintiff was hired by Defendant at its 1833 Oceanside Blvd., Oceanside, CA, 92054, address, in the County of San Diego. At all relevant times herein, Plaintiff was an employee of the Defendant from 2015 through March 2017, in California. At all relevant times herein, Plaintiff was employed by Defendant in a non-exempt hourly position as cultural advisor/role player for members of the United States Armed Forces.

**B. The Defendant**

7. Defendant Workforce is and/or was the employer of Plaintiffs. At the time of Plaintiffs employment, Workforce was registered in the State of California and was authorized to do business in the State of California.

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1           8.       Plaintiffs are ignorant of the true names, capacities, relationships and extent of  
2 participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50,  
3 inclusive, but on information and belief allege that said Defendants are legally responsible for the  
4 payment of regular and overtime compensation, rest and meal period compensation, and business  
5 expenditure reimbursement to the Plaintiffs by virtue of their unlawful practices, and therefore  
6 sues these Defendants by such fictitious names. Plaintiffs will amend this complaint to allege the  
7 true names and capacities of the DOE Defendants when ascertained.

8           9.       Defendants operate as a joint venture and/or single business enterprise, and are  
9 agents of one another, are alter egos, joint employers and conspire with one another to increase  
10 profits by engaging in the conduct described in this complaint.

11           10.      Plaintiffs are informed and believes, and based thereon alleges, that each  
12 Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried  
13 out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each  
14 Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects  
15 acted as the employer and/or joint employer of Plaintiffs.

16           11.      Plaintiffs are informed and believe, and based thereon allege, that each Defendant  
17 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,  
18 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned  
19 below was acting, at least in part, within the course and scope of that authority as such agent,  
20 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with  
21 the permission and consent of the co-Defendants. Plaintiffs also allege the acts of each Defendant  
22 are legally attributable to the other Defendants.

23           12.      Plaintiffs are informed and believes, and based thereon allege, that each of the  
24 Defendants sued herein was, at all relevant times hereto, the employer, owner, shareholder,  
25 principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing  
26 agent, joint employer and/or alter-ego of the remaining Defendants, and was acting, at least in  
27 part, within the course and scope of such employment and agency, with the express and implied  
28 permission, consent and knowledge, approval and/or ratification of the other Defendants. The

1 above co-Defendants, managing agents, and supervisors aided, abetted, condoned, permitted,  
2 approved, authorized and/or ratified the unlawful acts described herein.

3 **STATEMENT OF FACTS**

4 13. Defendant is, and at all times relevant to this Complaint was, an “employer” under  
5 the applicable state laws and relevant Wage Orders of the IWC. Plaintiffs are, at all times relevant  
6 to this Complaint, the “employee” of Defendant. The phrase “employee of Defendant” is defined  
7 under state law.

8 14. Plaintiffs worked for Defendant between the dates in or about 2015 through in or  
9 about March 2017 as cultural advisors/role players for members of the United States Armed  
10 Forces. Plaintiffs worked in Defendant’s business location in Oceanside, CA.

11 15. At all relevant times, Defendant’s management would keep timesheets for  
12 Plaintiffs. During busy times, Plaintiffs would not be able to take their lawful ten-minute rest  
13 break or their thirty-minute meal break before the end of their fifth hour. At these times, at all  
14 relevant times, Defendant did not pay Plaintiffs premium pay for missed meal and/or rest breaks.

15 16. Throughout Plaintiffs’ employment with Defendant they were required to drive  
16 from their home in Orange County to Defendant’s Principal place of business in Oceanside, to  
17 start their work assignment. Plaintiffs were required to check-in at Defendant’s office prior to the  
18 start of their work day. Plaintiffs were then shuttled from Defendant’s office to the military base  
19 nearly forty-five (45) minutes away. However, Plaintiffs were not compensated for their travel  
20 time from the office to the military base and from their time commuting from the military base  
21 back to the office.

22 17. Plaintiffs were required to ride the shuttles from Defendant’s office to the military  
23 base, and from the military base to Defendant’s office on at least five (5) occasions without  
24 compensation.

25 **CLASS ALLEGATIONS**

26 18. Plaintiffs bring this action on behalf of themselves, on behalf o  
27  
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1           19.     f the general public, and on behalf of all other similarly situated persons, as a class  
2 action pursuant to California Code of Civil Procedure section 382. The class is composed of and  
3 defined as follows:

4           20.     Plaintiffs brings claims on behalf of the classes and subclasses, as articulated more  
5 fully below:

6           (a) **Class 1: Wage Class**: All persons who work(ed) for Defendant in the positions  
7 of role players, cultural advisors, translators, or employees with similar duties  
8 and who were not paid all wages within the four (4) years prior to the filing of  
9 this Complaint, up through the final disposition of this action;

10           (b) **Class 2: Meal Class**: All persons who work(ed) for Defendant in the positions  
11 of role players, cultural advisors, translators, or employees with similar duties  
12 and who were not provided with duty-free meal breaks of at least a half-hour  
13 after no more than five (5) consecutive hours worked, within the four (4) years  
14 prior to the filing of this Complaint, up through the final disposition of this  
15 action;

16           (c) **Class 3: Rest Period Class**: All persons who work(ed) for Defendant in the  
17 positions of cooks, servers, or employees with similar duties and who were not  
18 provided with duty-free rest breaks for every four (4) hour block of time  
19 worked (or major portions thereof), within the four (4) years prior to the filing  
20 of this Complaint, up through the final disposition of this action;

21           (d) **Class 4: Waiting Time Class**: All persons who worked for Defendant in the  
22 positions of role players, cultural advisors, translators, or employees with  
23 similar duties and who ended their employment with Defendant, within the  
24 three (3) years prior to the filing this Complaint, up through the final  
25 disposition of this action, but were not paid the above due compensation for  
26 all hours worked, timely upon the termination of their employment as required  
27 by California Labor Code sections 201-203, and is entitled to penalties as  
28 provided by California Labor Code section 203;

1 (e) **Class 5: Wage Statement Class**: All persons who work(ed) for Defendant in  
2 the positions of role players, cultural advisors, translators, or employees with  
3 similar duties within the year prior to filing this Complaint, up through the  
4 final disposition of this action, in the state of California, who were not provided  
5 accurate pay stubs that complied with Labor Code sections 1174 and 226;

6 21. Plaintiffs reserves the right under Rule 3.765 of the California Rules of Court, to  
7 amend or modify the Class description with greater specificity or further division into subclasses  
8 or limitation to particular issues. This action has been brought and may be maintained as a class  
9 action pursuant to Code of Civil Procedure section 382 because there is a well-defined common  
10 interest of many persons and it is impractical to bring them all before the Court.

11 22. **Numerosity of Class**: The classes are composed of at least thirty (30) individuals  
12 who are, or were employees of Defendant working in the positions of role players, cultural  
13 advisors, translators, or employees with similar duties during the four (4) years preceding the  
14 filing of this Complaint.

15 23. **Existence and Predominance of Common Questions of Fact and Law**: There  
16 is a well-defined community of interest in the questions of law and fact involved affecting the  
17 members of the classes. The questions of law and fact common to the classes predominate over  
18 questions affecting only individual class members, and include, but are not limited to:

- 19 (a) Whether Defendant violated California Labor Code sections 218 and  
20 1194(a) by failing to pay all straight-time wages to Plaintiffs and Class  
21 Members;
- 22 (b) Whether Defendant violated California Labor Code section 510 by failing  
23 to pay overtime compensation to Plaintiffs and Class Members who  
24 worked in excess of forty (40) hours per week and/or eight (8) hours per  
25 day;
- 26 (c) Whether Defendant violated California Labor Code section 1174 by failing  
27 to keep accurate records of employees' work hours for Plaintiffs and Class  
28 Members;

- 1 (d) Whether Defendant violated California Labor Code sections 201 through  
2 203 by failing to pay overtime wages due and owing to Plaintiffs and Class  
3 Members at the time that their respective employment relationship ended;
- 4 (e) Whether Plaintiffs and Class Members are entitled to “waiting time”  
5 penalties pursuant to California Labor Code section 203;
- 6 (f) Whether Defendant violated California Labor Code section 510 by failing  
7 to pay accurate wages to Plaintiffs and Class Members when employees  
8 worked during meal periods;
- 9 (g) Whether Defendant violated the meal and rest break provisions of Labor  
10 Code sections 226.7 and 512 by failing to afford Plaintiffs and the Class  
11 Members proper meal and rest periods;
- 12 (h) Whether Defendant violated California Business & Professions Code  
13 sections 17200 and 17208 by failing
- 14 • To pay overtime compensation to Plaintiffs and Class Members
  - 15 who worked in excess of forty (40) hours per week and/or eight (8)
  - 16 hours per day;
  - 17 • To accurately calculate overtime compensation to Plaintiffs and
  - 18 Class Members by not including their earned bonuses in the rate
  - 19 calculation;
  - 20 • To keep accurate records of employees’ hours worked for Plaintiffs
  - 21 and Class Members;
  - 22 • To provide meal and rest breaks to Plaintiffs and Class Members;
  - 23 and
- 24 (i) The proper measure of damages sustained by Plaintiffs and Class  
25 Members.

26 24. A class action is superior to any other available method for the fair and efficient  
27 adjudication of the claims of the Class Members.

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1           25.     Plaintiffs’ Class is so numerous that it is impractical to bring all Class Members  
2 before the Court.

3           26.     Plaintiffs and the Class Members will not be able to obtain effective and economic  
4 legal redress unless the action is maintained as a class action.

5           27.     There is a community of interest in obtaining appropriate legal and equitable relief  
6 for the common law and statutory violations and other improprieties, and in obtaining adequate  
7 compensation for the damages and injuries which Defendant’s actions have inflicted upon the  
8 Plaintiffs’ Class.

9           28.     There is a community of interest in ensuring that the combined assets and available  
10 insurance of the Defendant is sufficient to adequately compensate members of the Plaintiffs’  
11 Class for the injuries sustained.

12           29.     Without class certification, the prosecution of separate actions by individual  
13 members of the Plaintiffs’ Class would create a risk of:

14           (a)     Inconsistent or varying adjudications with respect to individual members of the  
15 Plaintiffs Class which would establish an incompatible standard of conduct for the  
16 Defendant; and/or

17           (b)     Adjudications with respect to the individual members which would, as a practical  
18 matter, be dispositive of the interests of other members not parties to the  
19 adjudications, or would substantially impair or impede their ability to protect their  
20 interests, including but not limited to the potential for exhausting the funds  
21 available from those parties who are, or may be, a responsible Defendant; and

22           30.     Defendant has acted or refused to act on grounds generally applicable to the  
23 Plaintiffs Class, thereby making final injunctive relief appropriate with respect to the Plaintiffs’  
24 Class as a whole.

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**FIRST CAUSE OF ACTION**

**FAILURE TO PAY MINIMUM WAGES**

**California Labor Code §§ 218, 1182.12, 1194(a) and 1197**

**(Against All Defendants)**

31. Plaintiffs reallege and incorporate by reference, as though fully set forth herein, all preceding paragraphs.

32. During all relevant time periods, Defendant was required to pay minimum wages pursuant to California Labor Code sections 1194(a) and 1197.

33. California Labor Code section 1182.12 provides, “Notwithstanding any other provision of this part, on or after July 1, 2014, the minimum wage for all industries shall not be less than nine dollars (\$9) per hour, on or after January 1, 2016, the minimum wage for all industries shall be not less than ten (\$10) per hour.

34. Plaintiffs and Class Members did in fact routinely work below minimum wage when Defendant required Plaintiffs and Class Members to travel from Defendant’s office to the military base without compensation and to work through their meal periods without compensation.

35. Plaintiffs and Class Members are entitled to compensation at the minimum wage rate for all hours worked in a workday within four years of the filing of this Complaint until the date of entry of judgment, liquidated damages pursuant to Labor Code section 1194.2 subd. (a), interest, plus statutory penalties pursuant to Labor Code section 558, plus reasonable attorneys’ fees and costs.

**SECOND CAUSE OF ACTION**

**FAILURE TO PAY OVERTIME WAGES**

**California Labor Code §§ 510, 558, 1194, 1198**

**(Against All Defendants)**

36. Plaintiffs and Class Members reallege and incorporate the preceding paragraphs of this complaint as if fully alleged herein.

37. At all times relevant herein, sections 510, 558, 1194 and 1198 of the California

1 Labor Code and the applicable regulations provide for payment of overtime wages equal to one  
2 and one-half times the employee's regular rate of pay for all hours worked over eight (8) in a  
3 workday, and/or forty (40) in a workweek, and for payment of overtime wages equal to double  
4 the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any  
5 workday and for all hours worked in excess of eight (8) hours on the seventh (7<sup>th</sup>) day of work in  
6 any one workweek.

7 38. Plaintiffs and Class Members regularly worked over eight (8) hours per day and  
8 forty (40) hours per week. Defendant failed to pay Plaintiffs and Plaintiffs' Class overtime  
9 premium and/or double-time premium for hours worked in excess of eight (8) and/or twelve (12)  
10 hours per day and forty (40) hours per week for work performed for the Defendant.

11 39. Defendant failed to schedule Plaintiffs and Class Members in such a manner that  
12 allowed Plaintiffs and Plaintiffs Class to be relieved of their shift immediately, thereby causing  
13 Plaintiffs and Class Members to work in excess of eight (8) hours per day and/or forty (40) hours  
14 per week. As such Plaintiffs and Class Members seek overtime and/or double-time in an amount  
15 according to proof. Pursuant to Labor Code section 1194, Plaintiffs and the Class Members seek  
16 the payment of all overtime and/or double-time compensation which they earned and accrued  
17 throughout the Class Period, according to proof.

18 40. California Labor Code section 1194 provides that, notwithstanding any agreement  
19 to work for a lesser wage, an employee receiving less than the legal minimum wage or an  
20 employee who has not been paid overtime compensation as required by California Labor Code,  
21 section 1198 and Title 8 of the California Code of Regulations section 11040, may recover, in a  
22 civil action, the unpaid balance of the full amount of such minimum wage and overtime  
23 compensation, including interest thereon, together with reasonable attorneys' fees and costs of  
24 suit.

25 41. Defendant has willfully violated the Labor Code by failing to pay Plaintiffs and  
26 Class Members all wages, including overtime wages and minimum wage for all time worked.  
27 Further, Defendant has regularly violated the Labor Code with respect to meeting the  
28 requirements of paying wages earned, including overtime, double-time and remuneration when

1 calculating the employees' proper regular rate of pay, as herein before alleged. Defendant has  
2 intentionally excluded remuneration that must be included in all employees' regular rate of pay  
3 in order to avoid payment of overtime wages and other benefits in violation of the Labor Code  
4 and the applicable IWC Wage Order(s). Defendant is thereby able to reduce their overhead and  
5 operating expenses and gain an unfair advantage over competing fast food restaurants, also in the  
6 business of serving food to the public, who comply with state law.

7 42. Defendant failed to pay to Plaintiffs and Class Members any compensation for rest  
8 and meal breaks which should have been paid at the overtime rate and/or the minimum wage rate.  
9 Defendant also failed to pay Plaintiffs and Class Members any compensation for hours worked  
10 over eight (8) in on day and forty (40) in one week during which time Defendant's management  
11 would intentionally "clock in" employees after they had begun working and/or "clock out"  
12 employees before they finished working during their shift.

13 43. Defendant's pattern, practice, and uniform administration of corporate policy  
14 regarding illegal employee compensation as described herein is unlawful and entitles Plaintiffs  
15 and Class Members to recover, in a civil action pursuant to Labor Code, section 218, the unpaid  
16 balance of the full amount of wages owing, calculated at the appropriate rate.

17 44. Additionally, Plaintiffs and Class Members are entitled to attorneys' fees and  
18 costs, pursuant to California Labor Code sections 218.5, 226, 1194, and prejudgment interest  
19 pursuant to Labor Code section 218.6 and California Civil Code section 3287.

20 **THIRD CAUSE OF ACTION**

21 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

22 **California Labor Code §§ 226.7, 512**

23 **(Against All Defendants)**

24 45. Plaintiffs reallege and incorporate by reference, as though fully set forth herein,  
25 all preceding paragraphs.

26 46. California Labor Code sections 226.7 and 512 provides that no employer shall  
27 employ any person for a work period of more than five (5) hours without providing a meal period  
28 of not less than thirty (30) minutes within the fifth (5) hour of work, or employ any person for a

1 work period of more than ten (10) hours without a second (2nd) meal period of not less than thirty  
2 (30) minutes.

3 47. California Labor Code section 226.7 provides that if an employer fails to provide  
4 an employee a duty-free meal period in accordance with this section, the employer shall pay the  
5 employee one (1) hour of pay at the employee's regular rate of compensation for each workday  
6 that the meal period is not provided in accordance with this section.

7 48. During all relevant time periods, Defendant failed to provide Plaintiffs and Class  
8 Members with duty-free, uninterrupted meal periods within the first five (5) hours of their work  
9 shift. Plaintiffs and Class Members were repeatedly unable to take their lunch due to the workload  
10 and work assignments.

11 49. Often times when Plaintiffs and Class Members did take a meal period Plaintiffs  
12 and Class Members were interrupted by their immediate supervisor during their meal period and  
13 would be asked to return to work.

14 50. Further, Defendant did not have a policy in place that allowed Plaintiffs and Class  
15 Members to report missed meal periods or interrupted meal periods causing these incidents to go  
16 undocumented. As a result, Plaintiffs and Class Members were often forced to forego their meal  
17 periods, work during their meal periods, and/or take meal periods after the fifth (5th) hour of their  
18 shifts. In so doing, Defendant has intentionally and improperly denied meal periods to Plaintiffs  
19 and Class Members in violation of Labor Code sections 226.7 and 512 and other regulations and  
20 statutes.

21 51. Defendant further failed to implement a policy to pay Plaintiffs and Class  
22 Members an additional hour of pay at their regular rate of pay for meal periods not provided.

23 52. At all times relevant hereto, Plaintiffs and Class Members have worked more than  
24 five (5) hours in a workday.

25 53. At varying times relevant hereto, Plaintiffs and Class Members have worked more  
26 than eight (8) hours in a workday.

27 54. At all times relevant hereto, the Defendant, and each of them, failed to schedule  
28 Plaintiffs and similarly situated persons in a manner so as to reasonably provide work-free meal

1 periods as required by Labor Code sections 226.7 and 512.

2 55. By virtue of the Defendant's failure to schedule Plaintiffs and Class Members in  
3 such a way as to provide a timely and/or work-free meal period to Plaintiffs and Class Members,  
4 Plaintiffs and Class Members have suffered, and will continue to suffer, damages in an amount  
5 which is presently unknown, but which exceed the jurisdictional limits of this Court and which  
6 will be ascertained according to proof at trial.

7 56. Plaintiffs, individually and on behalf of Class Members, requests recovery of meal  
8 period compensation pursuant to Labor Code, section 226.7 for the four (4) years prior to filing  
9 this complaint, as well as the assessment of any statutory penalties against Defendant, and each  
10 of them, in a sum as provided by the Labor Code and/or other statutes, reasonable attorneys' fees  
11 and costs.

12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

14 **California Labor Code §§ 226.7, 510, 1194**

15 **(Against All Defendants)**

16 57. Plaintiffs reallege and incorporate by reference, as though fully set forth herein,  
17 all preceding paragraphs.

18 58. The IWC Wage Orders and Labor Code section 226.7 provide that employers must  
19 authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time  
20 per four (4) work hours, or major fraction thereof.

21 59. California Labor Code section 226.7, subd. (b) provides that if an employer fails  
22 to provide an employee rest periods in accordance with this section, the employer shall pay the  
23 employee one (1) hour of pay at the employees' regular rate of compensation for each workday  
24 that the rest period is not provided.

25 60. Defendant failed and/or refused to implement a relief system by which Plaintiffs  
26 and Class Members could receive rest breaks and/or work-free rest breaks. Defendant had a  
27 policy and practice whereby Plaintiffs and Class Members were authorized to take one ten (10)  
28 minute rest break for every four (4) hours of work. However, due to high workload and the work

1 assignments, employees were often interrupted by their immediate supervisor during their rest  
2 period and asked to return to work. As such, Plaintiffs and Class Members did not receive their  
3 rest break(s) on most, if not all, days worked. Plaintiffs were denied rest periods on at least nine  
4 (9) occasions.

5 61. Additionally, Defendant did not have a policy in place that allowed Plaintiffs and  
6 Class Members to report missed or interrupted rest periods, causing these incidents to go  
7 undocumented. By and through their actions, Defendant intentionally and improperly denied rest  
8 periods to the Plaintiffs and Class Members in violation of Labor Code sections 226.7 and 512.

9 62. Defendant further failed to implement a policy to pay Plaintiffs and Class  
10 Members an additional hour of pay at their regular rate of pay for rest periods not authorized or  
11 permitted.

12 63. At all times relevant hereto, Plaintiffs and Class Members have worked more than  
13 three and one-half hours in a workday.

14 64. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiffs  
15 and Class Members, Plaintiffs and Class Members have suffered, and will continue to suffer,  
16 damages in amounts which are presently unknown, but which exceed the jurisdictional limits of  
17 this Court and which will be ascertained according to proof at trial.

18 65. Plaintiffs, individually and on behalf of employees similarly situated, requests  
19 recovery of rest period compensation pursuant to California Labor Code section 226.7, for the  
20 four (4) years prior to filing this complaint, as well as the assessment of any statutory penalties  
21 against Defendant in a sum as provided by the California Labor Code and/or any other statute,  
22 reasonable attorney's fees and costs.

23 **FIFTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

25 **California Labor Code §§ 226, 226.3, 1174, 1174.5**

26 **(Against All Defendants)**

27 66. Plaintiffs reallege and incorporate by reference, as though fully set forth herein,  
28 all preceding paragraphs.

1           67. California Labor Code sections 226, 226.3, 1174 and 1174.5 and applicable IWC  
2 Wage Orders provides that employers must keep records and provide employees with itemized  
3 wage statements showing total hours worked and each applicable rate of pay in effect during the  
4 pay period with the corresponding number of hours worked at each hourly rate.

5           68. California Labor Code section 226, subd. (a) requires an employer to provide  
6 employees—either as a detachable part of the check, draft, or voucher paying the employee’s  
7 wages, or separately when wages are paid by personal check or cash—an accurate itemized wage  
8 statement in writing showing “(1) gross wages earned, (2) total hours worked by the employee . .  
9 . . , (4) all deductions . . . , (5) net wages, (6) the inclusive dates of the period for which the  
10 employee is paid, (7) the name of the employee and only the last four digits of his or her social  
11 security number or an employee identification number other than a social security number, (8)  
12 the name and address of the legal entity that is the employer . . . , and (9) all applicable hourly  
13 rates in effect during the pay period and corresponding number of hours worked at each hourly  
14 rate by the employee . . . .”

15           69. California Labor Code section 226.2, subd. (a)(2) requires the itemized statements  
16 required by subdivision (a) of section 226 shall, in addition to the other items specified in that  
17 subdivision, state the following: total hours of compensable rest and recovery periods, the rate of  
18 compensation, and the gross wages paid for those periods during the pay period.

19           70. Plaintiffs are informed and believe that Defendant willfully and intentionally  
20 failed to make and/or keep records which accurately reflect the hours worked by Plaintiffs and  
21 Class Members. Specifically, Plaintiffs believes that Defendant’s records do not accurately  
22 reflect time Plaintiffs and Class Members spent traveling from back and forth from Defendant’s  
23 office to the military base and when Plaintiffs and Class Members worked during their meal  
24 and/or rest breaks.

25           71. Defendant knowingly and intentionally failed to include on Plaintiffs and Class  
26 Members’ pay the corresponding number of hours worked at each hourly rate of pay in violation  
27 of section 226, subs. (a)(2) and (9), respectively.

28           72. Defendant maintained a common policy and practice of not paying Plaintiffs and

1 Class Members overtime wages for time worked in excess of eight (8) hours a workday and/or  
2 forty (40) hours in a workweek. Therefore, most overtime hours worked were not reflected on  
3 Plaintiffs and Class Members' pay records.

4 73. California Labor Code section 226, section (e) provides that if an employer  
5 knowingly and intentionally fails to provide a statement itemizing, inter alia, the gross and net  
6 wages earned, the total hours worked by the employee and the applicable hourly overtime rates,  
7 causing the employee injury, then the employee is entitled to recover the greater of all actual  
8 damages or fifty dollars (\$50) for the initial violation and one hundred dollars (\$100) for each  
9 subsequent violation, up to four thousand dollars (\$4000). Plaintiffs is informed and believes that  
10 Defendants willfully failed to make or keep accurate records for Plaintiffs and Class Members.

11 74. Plaintiffs are informed and believe that Defendant's failure to keep accurate  
12 payroll records, as described above, violated California Labor Code, sections 1174, subd. (d), and  
13 226, subd. (a), and the applicable IWC Wage Order(s). Pursuant to California Labor Code,  
14 section 2699, subd. (f)(2), Plaintiffs and the Class Members are entitled to penalties of \$100.00  
15 for the initial violation and \$200.00 for each subsequent violation for every pay period during  
16 which these records and information was not kept by Defendant.

17 75. As a result, Defendant, jointly and severally, are liable to Plaintiffs and Overtime  
18 Class Members for the amounts as penalties provided by California Labor Code, section 226,  
19 subd. (e) and reasonable attorneys' fees and costs.

20 **SIXTH CAUSE OF ACTION**

21 **FAILURE TO PAY ALL WAGES DUE AT SEPARATION OF EMPLOYMENT**

22 **California Labor Code §§ 201-203**

23 **(Against All Defendants)**

24 76. Plaintiffs reallege and incorporate by reference, as though fully set forth herein,  
25 all preceding paragraphs.

26 77. During all relevant time periods, Plaintiffs and formerly employed members of the  
27 Class were terminated by, or resigned from, their positions with Defendant. Defendant, however,  
28 willfully did not pay Plaintiffs and formerly employed Class Members all wages which were due



1 them upon their termination, or within seventy-two (72) hours of their resignation as required by  
2 California Labor Code section 202, subd. (a). Defendant failed to pay Plaintiffs and formerly  
3 employed Class Members all overtime wages and/or minimum wages which they were due  
4 throughout their employment for time spent during rest and recovery periods or working overtime  
5 hours. Such non-payment was a direct and proximate refusal to do so by Defendants.

6 78. Under Labor Code sections 201, 202, and 203, Plaintiffs and those formerly  
7 employed members of the Class are entitled to waiting time penalties for not having been paid all  
8 wages due them upon their separation from employment.

9 79. Plaintiffs and all members of the Class who terminated employment within four  
10 years of the filing of the original Complaint until the date of entry of judgment, without being  
11 paid the proper payments are entitled to thirty (30) days of pay at their regular rate of pay as  
12 waiting time penalties.

13 **SEVENTH CAUSE OF ACTION**

14 **VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW**

15 **California Business and Professions Code §§ 17200 et seq.**

16 **(Against All Defendants)**

17 80. Plaintiffs reallege and incorporate by reference, as though fully set forth herein,  
18 all preceding paragraphs.

19 81. California Business and Professions Code sections 17200 et seq. (also referred to  
20 herein as the “Unfair Business Practices Act” or “Unfair Competition Law”) prohibits unfair  
21 competition in the form of any unlawful, unfair or fraudulent business act or practice.

22 82. Business and Professions Code section 17204 allows “any person who has suffered  
23 injury in fact and has lost money or property as a result of such unfair competition” to prosecute  
24 a civil action for violation of the Unfair Competition Law.

25 83. California Labor Code section 90.5, subd. (a) states that it is the public policy of  
26 California to vigorously enforce minimum labor standards in order to ensure employees are not  
27 required to work under substandard and unlawful conditions, and to protect employers who  
28 comply with the law from those who attempt to gain competitive advantage at the expense of their

1 workers by failing to comply with minimum labor standards.

2 84. Beginning at an exact date unknown to Plaintiffs, but at least since the date four  
3 (4) years prior to the filing of this suit, Defendant has committed acts of unfair competition as  
4 defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and fraudulent  
5 business practices and acts described in this complaint including but not limited to violations of  
6 California Labor Code, sections 200, 202, 203, 226, 226.7, 512, 1182.12, 1174, 1194, and 2802;  
7 as well as other statutes. The violation of these laws serves as unlawful predicate acts and  
8 practices for purposes of the Unfair Competition Law.

9 85. The violations of these laws and regulations, as well as of the fundamental  
10 California public policies protecting workers, serve as unlawful predicate acts and practices for  
11 purposes of Business and Professions Code sections 17200 et seq.

12 86. The acts and practices described above constitute unfair, unlawful, and fraudulent  
13 business practices, and unfair competition, within the meaning of Business and Professions Code,  
14 sections 17200 et seq. Among other things, the acts and practices have forced Plaintiffs and other  
15 similarly situated workers to labor for many hours without receiving the meal and rest periods  
16 and/or compensation, to which they are entitled by law.

17 87. As a result of Defendant's acts, Plaintiffs and Class Members have suffered injury  
18 in fact in being denied their meal and rest periods as well as compensation for hours worked, both  
19 in minimum and overtime wages. Furthermore, as a direct and proximate result of the  
20 aforementioned acts and practices, Plaintiffs and Class Members have lost money and property  
21 in the form of lost wages in an amount to be proven at trial.

22 88. Business and Professions Code sections 17203 provides that a court may make  
23 such orders or judgments as may be necessary to prevent the use or employment by any person  
24 of any practice which constitutes unfair competition. Injunctive relief is necessary and  
25 appropriate to prevent Defendant from repeating their unlawful, unfair, and fraudulent business  
26 acts and business practices alleged above.

27 89. Business and Professions Code sections 17203 provides that the Court may restore  
28 to any person in interest any money or property that may have been acquired by means of such

1 unfair competition. Plaintiffs and the Class Members are entitled to restitution pursuant to  
2 Business and Professions Code section 17203 for wages and payments unlawfully withheld from  
3 employees, including the fair value of the meal and rest periods taken away from them during the  
4 four-year period prior to the filing of this complaint.

5 90. Business and Professions Code section 17202 provides: “Notwithstanding Section  
6 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,  
7 forfeiture, or penal law in a case of unfair competition.” Plaintiffs and Class Members are entitled  
8 to enforce all applicable penalty provisions of the California Labor Code pursuant to Business  
9 and Professions Code section 17202.

10 91. Plaintiffs’ success in this action will enforce important rights affecting the public  
11 interest, and, in that regard, Plaintiffs sues on behalf of the general public as well as herself and  
12 others similarly situated. Plaintiffs and the Class Members seek and are entitled to restitution,  
13 civil penalties, declaratory and injunctive relief, and all other equitable remedies owing them.

14 92. Plaintiffs herein takes upon herself enforcement of these laws and lawful claims.  
15 There is a financial burden involved in pursuing this action. The action is seeking to vindicate a  
16 public right, and it would be against the interests of justice to penalize Plaintiffs by forcing her to  
17 pay attorneys’ fees from the recovery in this action. Attorneys’ fees are appropriate pursuant to  
18 Code of Civil Procedure section 1021.5 and otherwise.

19 **PRAYER FOR RELIEF**

20 **WHEREFORE**, the Plaintiffs prays for judgment as follows:

- 21 1. For nominal damages;
- 22 2. For compensatory damages;
- 23 3. For restitution of all monies due to Plaintiffs and Class Members, and disgorged  
24 profits from Defendant’s unlawful business practices;
- 25 4. For penalties, pursuant to Labor Code sections 226, 226, subd. (e), 226.7, 512,  
26 1182.12, 1174, 1194 and 2802;
- 27 5. For interest accrued to date;
- 28 6. Injunctive relief, enjoining Defendant from engaging in the unlawful and unfair

1 business practices complained herein.

2 7. Declaratory relief, enjoining Defendant’s practices as unlawful and unfair business  
3 practices within the meaning of Business and Professions Code, sections 17200 et seq., and  
4 declaring Defendant has: (1) unlawfully treated Plaintiffs and Class Members; (2) failed to pay  
5 all wages and overtime compensation in violation of California law, (3) failed to provide Plaintiffs  
6 and Class Members accurate itemized wage statements upon payment of wages, and (4) failed to  
7 reimburse Plaintiffs and Plaintiffs Class for expenditures or losses in the discharge of their duties  
8 as employees of Defendants.

9 8. Further declaratory relief, declaring the amounts of damages, penalties, equitable  
10 relief, costs, and attorneys’ fees to which Plaintiffs and Plaintiffs Class are entitled;

11 9. For costs of suit and expenses incurred herein pursuant to Labor Code, sections  
12 226, 1182.12 and 1194;

13 10. For reasonable attorney’s fees pursuant to Labor Code, sections 226. 1182.12,  
14 1021.5 and 1194 and Civil Code, section 218.5;

15 11. For all civil penalties pursuant to PAGA; and

16 12. For all such other and further relief as the Court may deem just and proper.

17  
18 Dated: September 26, 2017

**MAHONEY LAW GROUP, APC**

19  
20  
21 /s/Treana L. Allen  
22 Kevin Mahoney  
23 Treana L. Allen  
24 Attorneys for Plaintiffs AHMAD JAWAD  
25 ABDUL JAMIL, AHMAD JAMSHID  
26 ABDUL JAMIL, AHMAD FARHAD  
27 ABDUL JAMIL individually and on behalf  
28 of all employees similarly situated.

**DEMAND FOR JURY TRIAL**

Plaintiffs AHMAD JAWAD ABDUL JAMIL, AHMAD JAMSHID ABDUL JAMIL,  
AHMAD FARHAD ABDUL JAMIL hereby demand a jury trial on all issues so triable.

Dated: September 26, 2017

**MAHONEY LAW GROUP, APC**

/s/Treana L. Allen

Kevin Mahoney

Treana L. Allen

Attorneys for Plaintiffs AHMAD JAWAD ABDUL  
JAMIL, AHMAD JAMSHID ABDUL JAMIL,  
AHMAD FARHAD ABDUL JAMIL individually  
and on behalf of all employees similarly situated

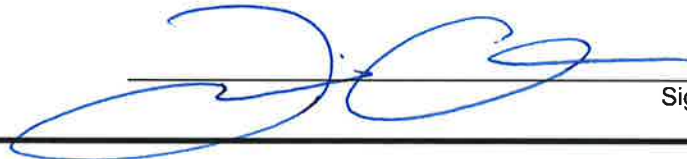


ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Treana L. Allen (SBN: 302922)  TELEPHONE NO.: 562-590-5550 FAX NO. (Optional): 562-590-8400 ATTORNEY FOR (Name): Plaintiff	<p style="text-align: center;"><i>FOR COURT USE ONLY</i></p> <p style="text-align: center;"><b>ELECTRONICALLY FILED</b>                  Superior Court of California,                  County of San Diego</p> <p style="text-align: center;"><b>11/13/2017 at 08:00:00 AM</b>                  Clerk of the Superior Court                  By Richard Day, Deputy Clerk</p>
<p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b></p> <input checked="" type="checkbox"/> CENTRAL DIVISION, HALL OF JUSTICE, 330 W. BROADWAY, SAN DIEGO, CA 92101 <input type="checkbox"/> EAST COUNTY DIVISION, 250 E. MAIN ST., EL CAJON, CA 92020 <input type="checkbox"/> NORTH COUNTY DIVISION, 325 S. MELROSE DR., SUITE 1000, VISTA, CA 92081 <input type="checkbox"/> SOUTH COUNTY DIVISION, 500 3RD AVE., CHULA VISTA, CA 91910	
PLAINTIFF(S) Jamil, et al.	JUDGE Hon. Eddie C. Sturgeon
DEFENDANT(S) Workforce Resources	DEPT C-67
<b>AMENDMENT TO COMPLAINT</b>	CASE NUMBER 37-2017-00036148-CU-OE-CTL

Under Code Civ. Proc. § 474:  
 FICTITIOUS NAME (Court order required once case is at issue)

Plaintiff(s), being ignorant of the true name of a defendant when the complaint in the above-named case was filed, and having designated defendant in the complaint by the fictitious name of  
DOE 1  
 and having discovered the true name of defendant to be  
Bristol Bay Native Corporation  
 amends the complaint by inserting such true name in place of such fictitious name wherever it appears in the complaint.

Date: 11/9/2017

  
 Signature

Under Code Civ. Proc. § 473:  
 NAME - Add or Correct (Court order required)

Plaintiff(s), having designated  defendant  plaintiff in the complaint by the name of  
 \_\_\_\_\_  
 and having discovered  name to be incorrect and the correct name is  defendant also uses the name of  
 \_\_\_\_\_  
 amends the complaint by  substituting  adding such name(s) wherever the name of  
 \_\_\_\_\_  
 appears in the complaint.

Date: \_\_\_\_\_

Signature

**ORDER**

The above amendment to the complaint is allowed.

Date: \_\_\_\_\_

\_\_\_\_\_  
 Judge/Commissioner of the Superior Court

# **Exhibit C**



**SUMMONS  
(CITACION JUDICIAL)**

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

WORKFORCE RESOURCES, LLC, a California Limited Liability Company, and DOES 1 through 10, inclusive,

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

AHMAD JAWAD ABDUL JAMIL, "Additional Parties Attachment form is attached."

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)  
**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**09/27/2017 at 11:43:12 AM**  
Clerk of the Superior Court  
By *Nidia Reyes*, Deputy Clerk

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

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

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

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

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

The name and address of the court is:  
(El nombre y dirección de la corte es): **San Diego**  
Hall of Justice, 330 West Broadway, San Diego, CA 92101

CASE NUMBER:  
(Número del Caso). **37-2017-00036148-CU-OE-CTL**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
**Treana L. Allen 249 E. Ocean Blvd., Ste. 814, Long Beach, CA 90802, (562) 590-5550**

DATE: **09/28/2017** Clerk, by *N. Reyes*, Deputy  
(Fecha) (Secretario) **N. Reyes** (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



- NOTICE TO THE PERSON SERVED: You are served**
- 1.  as an individual defendant.
  - 2.  as the person sued under the fictitious name of (specify):
  - 3.  on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
  - 4.  by personal delivery on (date):

SHORT TITLE: Jamil v. Workforce Resources, LLC	CASE NUMBER:
---	--------------

**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff
  Defendant
  Cross-Complainant
  Cross-Defendant

AHMAD JAMSHID ABDUL JAMIL, AHMAD FARHAD ABDUL JAMIL, individually and on behalf of all employees similarly situated,

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

09/27/2017 at 11:43:12 AM

Clerk of the Superior Court  
By Nidia Reyes, Deputy Clerk

Kevin Mahoney (SBN: 235367)  
kmahoney@mahoney-law.net  
Treana L. Allen (SBN: 302922)  
tallen@mahoney-law.net  
**MAHONEY LAW GROUP, APC**  
249 E. Ocean Boulevard, Suite 814  
Long Beach, CA 90802  
Telephone No.: (562) 590-5550  
Facsimile No.: (562) 590-8400

Attorneys for Plaintiffs AHMAD JAWAD ABDUL JAMIL, AHMAD JAMSHID ABDUL JAMIL, AHMAD FARHAD ABDUL JAMIL, individually and on behalf of all employees similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**THE COUNTY OF SAN DIEGO**

AHMAD JAWAD ABDUL JAMIL, AHMAD JAMSHID ABDUL JAMIL, AHMAD FARHAD ABDUL JAMIL, individually and on behalf of all employees similarly situated,

Plaintiffs,

v.

WORKFORCE RESOURCES, LLC, a California Limited Liability Company, and DOES 1 through 10, inclusive,

Defendants.

Case No. 37-2017-00036148-CU-OE-CTL

**CLASS ACTION**

**COMPLAINT FOR DAMAGES**

1. Failure to Pay Minimum Wages Labor Code §§ 218, 1182.12, 1194(a) and 1197;
2. Failure to Pay Overtime Wages Labor Code §§ 510, 558, 1194, 1198;
3. Failure to Provide Meal Periods Labor Code §§ 226.7, 512;
4. Failure to Provide Rest Periods Labor Code §§ 226.7, 510, 1194;
5. Failure to Provide Accurate Wage Statements Labor Code §§ 226, 226.3, 1174, 1174.5;
6. Failure to Pay All Wages Upon Separation from Employment Labor Code §§ 201-203; and
7. Violations of Unfair Business Practices (B&PC §17200, et seq.).

**DEMAND FOR JURY TRIAL**

1 Plaintiffs AHMAD JAWAD ABDUL JAMIL, AHMAD JAMSHID ABDUL JAMIL,  
2 AHMAD FARHAD ABDUL JAMIL, (herein collectively referred to as "Plaintiffs"),  
3 individually and on behalf of all other similarly situated hourly non-exempt employees, hereby  
4 complains against Defendant, WORKFORCE RESOURCES, LLC, an Alaska Company formerly  
5 doing business in California as Workforce Resources, LLC, (hereinafter "Defendant" or  
6 "Workforce"); and DOES 1 to 10, inclusive and on information and belief alleges as follows:

7 **JURISDICTION AND VENUE**

8 1. This is a civil action seeking recovery of unpaid wages and penalties under  
9 California Business and Professions Code (B&PC) §17200, et. seq., and Labor Code §§ 200, 226,  
10 226.7, 510, 1194, and 1198. Plaintiffs, on behalf of themselves and all hourly non-exempt  
11 employees, others similarly situated, hereby bring an action for damages for violation of the Labor  
12 Code and for injunctive relief, declaratory relief, and restitution for Defendant's violations of  
13 B&PC §17200, et. seq. Plaintiffs seek all available relief, including full damages, restitution,  
14 and/or disgorgement of all revenues, earnings, profits, compensation, and benefits retained by  
15 Defendant as a result of its unlawful, unfair business practices. Further, Plaintiffs seek all  
16 injunctive relief under B&PC §17200, et. seq.

17 2. The California Superior Court has jurisdiction in the matter because the individual  
18 claims are under the seventy-five thousand dollars (\$75,000.00) individual jurisdictional amount  
19 in controversy threshold for Federal Court, under the five million dollar (\$5,000,000.00)  
20 aggregate jurisdictional amount in controversy threshold for Federal Court. Further, there is no  
21 federal question at issue because the issues herein are based solely on California Statutes and law.

22 3. Venue as to each defendant is proper in this judicial district pursuant to California  
23 Code of Civil Procedure sections 395(a) and 395.5, as at least some of the acts complained of  
24 hereon occurred in the County of San Diego. Each Defendant either owns, maintains offices,  
25 transacts business, has an agent or agents within the County of San Diego, or otherwise is found  
26 within the County of San Diego and each defendant is within the jurisdiction of this Court for  
27 purposes of service of process.

28 ///

**THE PARTIES**

**A. The Plaintiffs**

4. AHMAD JAWAD ABDUL JAMIL is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was and currently is, a California resident. Plaintiff was hired by Defendant at its 1833 Oceanside Blvd., Oceanside, CA, 92054, address, in the County of San Diego. At all relevant times herein, Plaintiff was an employee of the Defendant from 2015 through March 2017, in California. At all relevant times herein, Plaintiff was employed by Defendant in a non-exempt hourly position as cultural advisor/role player for members of the United States Armed Forces.

5. AHMAD JAMSHID ABDUL JAMIL is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was and currently is, a California resident. Plaintiff was hired by Defendant at its 1833 Oceanside Blvd., Oceanside, CA, 92054, address, in the County of San Diego. At all relevant times herein, Plaintiff was an employee of the Defendant from 2015 through March 2017, in California. At all relevant times herein, Plaintiff was employed by Defendant in a non-exempt hourly position as cultural advisor/role player for members of the United States Armed Forces.

6. AHMAD FARHAD ABDUL JAMIL is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was and currently is, a California resident. Plaintiff was hired by Defendant at its 1833 Oceanside Blvd., Oceanside, CA, 92054, address, in the County of San Diego. At all relevant times herein, Plaintiff was an employee of the Defendant from 2015 through March 2017, in California. At all relevant times herein, Plaintiff was employed by Defendant in a non-exempt hourly position as cultural advisor/role player for members of the United States Armed Forces.

**B. The Defendant**

7. Defendant Workforce is and/or was the employer of Plaintiffs. At the time of Plaintiffs employment, Workforce was registered in the State of California and was authorized to do business in the State of California.

///

1           8.       Plaintiffs are ignorant of the true names, capacities, relationships and extent of  
2 participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50,  
3 inclusive, but on information and belief allege that said Defendants are legally responsible for the  
4 payment of regular and overtime compensation, rest and meal period compensation, and business  
5 expenditure reimbursement to the Plaintiffs by virtue of their unlawful practices, and therefore  
6 sues these Defendants by such fictitious names. Plaintiffs will amend this complaint to allege the  
7 true names and capacities of the DOE Defendants when ascertained.

8           9.       Defendants operate as a joint venture and/or single business enterprise, and are  
9 agents of one another, are alter egos, joint employers and conspire with one another to increase  
10 profits by engaging in the conduct described in this complaint.

11           10.      Plaintiffs are informed and believes, and based thereon alleges, that each  
12 Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried  
13 out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each  
14 Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects  
15 acted as the employer and/or joint employer of Plaintiffs.

16           11.      Plaintiffs are informed and believe, and based thereon allege, that each Defendant  
17 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,  
18 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned  
19 below was acting, at least in part, within the course and scope of that authority as such agent,  
20 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with  
21 the permission and consent of the co-Defendants. Plaintiffs also allege the acts of each Defendant  
22 are legally attributable to the other Defendants.

23           12.      Plaintiffs are informed and believes, and based thereon allege, that each of the  
24 Defendants sued herein was, at all relevant times hereto, the employer, owner, shareholder,  
25 principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing  
26 agent, joint employer and/or alter-ego of the remaining Defendants, and was acting, at least in  
27 part, within the course and scope of such employment and agency, with the express and implied  
28 permission, consent and knowledge, approval and/or ratification of the other Defendants. The

1 above co-Defendants, managing agents, and supervisors aided, abetted, condoned, permitted,  
2 approved, authorized and/or ratified the unlawful acts described herein.

3 **STATEMENT OF FACTS**

4 13. Defendant is, and at all times relevant to this Complaint was, an “employer” under  
5 the applicable state laws and relevant Wage Orders of the IWC. Plaintiffs are, at all times relevant  
6 to this Complaint, the “employee” of Defendant. The phrase “employee of Defendant” is defined  
7 under state law.

8 14. Plaintiffs worked for Defendant between the dates in or about 2015 through in or  
9 about March 2017 as cultural advisors/role players for members of the United States Armed  
10 Forces. Plaintiffs worked in Defendant’s business location in Oceanside, CA.

11 15. At all relevant times, Defendant’s management would keep timesheets for  
12 Plaintiffs. During busy times, Plaintiffs would not be able to take their lawful ten-minute rest  
13 break or their thirty-minute meal break before the end of their fifth hour. At these times, at all  
14 relevant times, Defendant did not pay Plaintiffs premium pay for missed meal and/or rest breaks.

15 16. Throughout Plaintiffs’ employment with Defendant they were required to drive  
16 from their home in Orange County to Defendant’s Principal place of business in Oceanside, to  
17 start their work assignment. Plaintiffs were required to check-in at Defendant’s office prior to the  
18 start of their work day. Plaintiffs were then shuttled from Defendant’s office to the military base  
19 nearly forty-five (45) minutes away. However, Plaintiffs were not compensated for their travel  
20 time from the office to the military base and from their time commuting from the military base  
21 back to the office.

22 17. Plaintiffs were required to ride the shuttles from Defendant’s office to the military  
23 base, and from the military base to Defendant’s office on at least five (5) occasions without  
24 compensation.

25 **CLASS ALLEGATIONS**

26 18. Plaintiffs bring this action on behalf of themselves, on behalf o  
27  
28

1           19.     f the general public, and on behalf of all other similarly situated persons, as a class  
2 action pursuant to California Code of Civil Procedure section 382. The class is composed of and  
3 defined as follows:

4           20.     Plaintiffs brings claims on behalf of the classes and subclasses, as articulated more  
5 fully below:

6           (a) **Class 1: Wage Class**: All persons who work(ed) for Defendant in the positions  
7 of role players, cultural advisors, translators, or employees with similar duties  
8 and who were not paid all wages within the four (4) years prior to the filing of  
9 this Complaint, up through the final disposition of this action;

10          (b) **Class 2: Meal Class**: All persons who work(ed) for Defendant in the positions  
11 of role players, cultural advisors, translators, or employees with similar duties  
12 and who were not provided with duty-free meal breaks of at least a half-hour  
13 after no more than five (5) consecutive hours worked, within the four (4) years  
14 prior to the filing of this Complaint, up through the final disposition of this  
15 action;

16          (c) **Class 3: Rest Period Class**: All persons who work(ed) for Defendant in the  
17 positions of cooks, servers, or employees with similar duties and who were not  
18 provided with duty-free rest breaks for every four (4) hour block of time  
19 worked (or major portions thereof), within the four (4) years prior to the filing  
20 of this Complaint, up through the final disposition of this action;

21          (d) **Class 4: Waiting Time Class**: All persons who worked for Defendant in the  
22 positions of role players, cultural advisors, translators, or employees with  
23 similar duties and who ended their employment with Defendant, within the  
24 three (3) years prior to the filing this Complaint, up through the final  
25 disposition of this action, but were not paid the above due compensation for  
26 all hours worked, timely upon the termination of their employment as required  
27 by California Labor Code sections 201-203, and is entitled to penalties as  
28 provided by California Labor Code section 203;



1 (e) **Class 5: Wage Statement Class**: All persons who work(ed) for Defendant in  
2 the positions of role players, cultural advisors, translators, or employees with  
3 similar duties within the year prior to filing this Complaint, up through the  
4 final disposition of this action, in the state of California, who were not provided  
5 accurate pay stubs that complied with Labor Code sections 1174 and 226;

6 21. Plaintiffs reserves the right under Rule 3.765 of the California Rules of Court, to  
7 amend or modify the Class description with greater specificity or further division into subclasses  
8 or limitation to particular issues. This action has been brought and may be maintained as a class  
9 action pursuant to Code of Civil Procedure section 382 because there is a well-defined common  
10 interest of many persons and it is impractical to bring them all before the Court.

11 22. **Numerosity of Class**: The classes are composed of at least thirty (30) individuals  
12 who are, or were employees of Defendant working in the positions of role players, cultural  
13 advisors, translators, or employees with similar duties during the four (4) years preceding the  
14 filing of this Complaint.

15 23. **Existence and Predominance of Common Questions of Fact and Law**: There  
16 is a well-defined community of interest in the questions of law and fact involved affecting the  
17 members of the classes. The questions of law and fact common to the classes predominate over  
18 questions affecting only individual class members, and include, but are not limited to:

- 19 (a) Whether Defendant violated California Labor Code sections 218 and  
20 1194(a) by failing to pay all straight-time wages to Plaintiffs and Class  
21 Members;
- 22 (b) Whether Defendant violated California Labor Code section 510 by failing  
23 to pay overtime compensation to Plaintiffs and Class Members who  
24 worked in excess of forty (40) hours per week and/or eight (8) hours per  
25 day;
- 26 (c) Whether Defendant violated California Labor Code section 1174 by failing  
27 to keep accurate records of employees' work hours for Plaintiffs and Class  
28 Members;

- 1 (d) Whether Defendant violated California Labor Code sections 201 through  
2 203 by failing to pay overtime wages due and owing to Plaintiffs and Class  
3 Members at the time that their respective employment relationship ended;
- 4 (e) Whether Plaintiffs and Class Members are entitled to “waiting time”  
5 penalties pursuant to California Labor Code section 203;
- 6 (f) Whether Defendant violated California Labor Code section 510 by failing  
7 to pay accurate wages to Plaintiffs and Class Members when employees  
8 worked during meal periods;
- 9 (g) Whether Defendant violated the meal and rest break provisions of Labor  
10 Code sections 226.7 and 512 by failing to afford Plaintiffs and the Class  
11 Members proper meal and rest periods;
- 12 (h) Whether Defendant violated California Business & Professions Code  
13 sections 17200 and 17208 by failing
- 14 • To pay overtime compensation to Plaintiffs and Class Members
  - 15 who worked in excess of forty (40) hours per week and/or eight (8)
  - 16 hours per day;
  - 17 • To accurately calculate overtime compensation to Plaintiffs and
  - 18 Class Members by not including their earned bonuses in the rate
  - 19 calculation;
  - 20 • To keep accurate records of employees’ hours worked for Plaintiffs
  - 21 and Class Members;
  - 22 • To provide meal and rest breaks to Plaintiffs and Class Members;
  - 23 and
- 24 (i) The proper measure of damages sustained by Plaintiffs and Class  
25 Members.

26 24. A class action is superior to any other available method for the fair and efficient  
27 adjudication of the claims of the Class Members.

28 ///

1           25.    Plaintiffs' Class is so numerous that it is impractical to bring all Class Members  
2 before the Court.

3           26.    Plaintiffs and the Class Members will not be able to obtain effective and economic  
4 legal redress unless the action is maintained as a class action.

5           27.    There is a community of interest in obtaining appropriate legal and equitable relief  
6 for the common law and statutory violations and other improprieties, and in obtaining adequate  
7 compensation for the damages and injuries which Defendant's actions have inflicted upon the  
8 Plaintiffs' Class.

9           28.    There is a community of interest in ensuring that the combined assets and available  
10 insurance of the Defendant is sufficient to adequately compensate members of the Plaintiffs'  
11 Class for the injuries sustained.

12           29.    Without class certification, the prosecution of separate actions by individual  
13 members of the Plaintiffs' Class would create a risk of:

14           (a)    Inconsistent or varying adjudications with respect to individual members of the  
15 Plaintiffs Class which would establish an incompatible standard of conduct for the  
16 Defendant; and/or

17           (b)    Adjudications with respect to the individual members which would, as a practical  
18 matter, be dispositive of the interests of other members not parties to the  
19 adjudications, or would substantially impair or impede their ability to protect their  
20 interests, including but not limited to the potential for exhausting the funds  
21 available from those parties who are, or may be, a responsible Defendant; and

22           30.    Defendant has acted or refused to act on grounds generally applicable to the  
23 Plaintiffs Class, thereby making final injunctive relief appropriate with respect to the Plaintiffs'  
24 Class as a whole.

25 ///

26 ///

27 ///

28 ///

**FIRST CAUSE OF ACTION**

**FAILURE TO PAY MINIMUM WAGES**

**California Labor Code §§ 218, 1182.12, 1194(a) and 1197**

**(Against All Defendants)**

31. Plaintiffs reallege and incorporate by reference, as though fully set forth herein, all preceding paragraphs.

32. During all relevant time periods, Defendant was required to pay minimum wages pursuant to California Labor Code sections 1194(a) and 1197.

33. California Labor Code section 1182.12 provides, “Notwithstanding any other provision of this part, on or after July 1, 2014, the minimum wage for all industries shall not be less than nine dollars (\$9) per hour, on or after January 1, 2016, the minimum wage for all industries shall be not less than ten (\$10) per hour.

34. Plaintiffs and Class Members did in fact routinely work below minimum wage when Defendant required Plaintiffs and Class Members to travel from Defendant’s office to the military base without compensation and to work through their meal periods without compensation.

35. Plaintiffs and Class Members are entitled to compensation at the minimum wage rate for all hours worked in a workday within four years of the filing of this Complaint until the date of entry of judgment, liquidated damages pursuant to Labor Code section 1194.2 subd. (a), interest, plus statutory penalties pursuant to Labor Code section 558, plus reasonable attorneys’ fees and costs.

**SECOND CAUSE OF ACTION**

**FAILURE TO PAY OVERTIME WAGES**

**California Labor Code §§ 510, 558, 1194, 1198**

**(Against All Defendants)**

36. Plaintiffs and Class Members reallege and incorporate the preceding paragraphs of this complaint as if fully alleged herein.

37. At all times relevant herein, sections 510, 558, 1194 and 1198 of the California

1 Labor Code and the applicable regulations provide for payment of overtime wages equal to one  
2 and one-half times the employee's regular rate of pay for all hours worked over eight (8) in a  
3 workday, and/or forty (40) in a workweek, and for payment of overtime wages equal to double  
4 the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any  
5 workday and for all hours worked in excess of eight (8) hours on the seventh (7<sup>th</sup>) day of work in  
6 any one workweek.

7 38. Plaintiffs and Class Members regularly worked over eight (8) hours per day and  
8 forty (40) hours per week. Defendant failed to pay Plaintiffs and Plaintiffs' Class overtime  
9 premium and/or double-time premium for hours worked in excess of eight (8) and/or twelve (12)  
10 hours per day and forty (40) hours per week for work performed for the Defendant.

11 39. Defendant failed to schedule Plaintiffs and Class Members in such a manner that  
12 allowed Plaintiffs and Plaintiffs Class to be relieved of their shift immediately, thereby causing  
13 Plaintiffs and Class Members to work in excess of eight (8) hours per day and/or forty (40) hours  
14 per week. As such Plaintiffs and Class Members seek overtime and/or double-time in an amount  
15 according to proof. Pursuant to Labor Code section 1194, Plaintiffs and the Class Members seek  
16 the payment of all overtime and/or double-time compensation which they earned and accrued  
17 throughout the Class Period, according to proof.

18 40. California Labor Code section 1194 provides that, notwithstanding any agreement  
19 to work for a lesser wage, an employee receiving less than the legal minimum wage or an  
20 employee who has not been paid overtime compensation as required by California Labor Code,  
21 section 1198 and Title 8 of the California Code of Regulations section 11040, may recover, in a  
22 civil action, the unpaid balance of the full amount of such minimum wage and overtime  
23 compensation, including interest thereon, together with reasonable attorneys' fees and costs of  
24 suit.

25 41. Defendant has willfully violated the Labor Code by failing to pay Plaintiffs and  
26 Class Members all wages, including overtime wages and minimum wage for all time worked.  
27 Further, Defendant has regularly violated the Labor Code with respect to meeting the  
28 requirements of paying wages earned, including overtime, double-time and remuneration when

1 calculating the employees' proper regular rate of pay, as herein before alleged. Defendant has  
2 intentionally excluded remuneration that must be included in all employees' regular rate of pay  
3 in order to avoid payment of overtime wages and other benefits in violation of the Labor Code  
4 and the applicable IWC Wage Order(s). Defendant is thereby able to reduce their overhead and  
5 operating expenses and gain an unfair advantage over competing fast food restaurants, also in the  
6 business of serving food to the public, who comply with state law.

7 42. Defendant failed to pay to Plaintiffs and Class Members any compensation for rest  
8 and meal breaks which should have been paid at the overtime rate and/or the minimum wage rate.  
9 Defendant also failed to pay Plaintiffs and Class Members any compensation for hours worked  
10 over eight (8) in on day and forty (40) in one week during which time Defendant's management  
11 would intentionally "clock in" employees after they had begun working and/or "clock out"  
12 employees before they finished working during their shift.

13 43. Defendant's pattern, practice, and uniform administration of corporate policy  
14 regarding illegal employee compensation as described herein is unlawful and entitles Plaintiffs  
15 and Class Members to recover, in a civil action pursuant to Labor Code, section 218, the unpaid  
16 balance of the full amount of wages owing, calculated at the appropriate rate.

17 44. Additionally, Plaintiffs and Class Members are entitled to attorneys' fees and  
18 costs, pursuant to California Labor Code sections 218.5, 226, 1194, and prejudgment interest  
19 pursuant to Labor Code section 218.6 and California Civil Code section 3287.

20 **THIRD CAUSE OF ACTION**

21 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

22 **California Labor Code §§ 226.7, 512**

23 **(Against All Defendants)**

24 45. Plaintiffs reallege and incorporate by reference, as though fully set forth herein,  
25 all preceding paragraphs.

26 46. California Labor Code sections 226.7 and 512 provides that no employer shall  
27 employ any person for a work period of more than five (5) hours without providing a meal period  
28 of not less than thirty (30) minutes within the fifth (5) hour of work, or employ any person for a

1 work period of more than ten (10) hours without a second (2nd) meal period of not less than thirty  
2 (30) minutes.

3 47. California Labor Code section 226.7 provides that if an employer fails to provide  
4 an employee a duty-free meal period in accordance with this section, the employer shall pay the  
5 employee one (1) hour of pay at the employee's regular rate of compensation for each workday  
6 that the meal period is not provided in accordance with this section.

7 48. During all relevant time periods, Defendant failed to provide Plaintiffs and Class  
8 Members with duty-free, uninterrupted meal periods within the first five (5) hours of their work  
9 shift. Plaintiffs and Class Members were repeatedly unable to take their lunch due to the workload  
10 and work assignments.

11 49. Often times when Plaintiffs and Class Members did take a meal period Plaintiffs  
12 and Class Members were interrupted by their immediate supervisor during their meal period and  
13 would be asked to return to work.

14 50. Further, Defendant did not have a policy in place that allowed Plaintiffs and Class  
15 Members to report missed meal periods or interrupted meal periods causing these incidents to go  
16 undocumented. As a result, Plaintiffs and Class Members were often forced to forego their meal  
17 periods, work during their meal periods, and/or take meal periods after the fifth (5th) hour of their  
18 shifts. In so doing, Defendant has intentionally and improperly denied meal periods to Plaintiffs  
19 and Class Members in violation of Labor Code sections 226.7 and 512 and other regulations and  
20 statutes.

21 51. Defendant further failed to implement a policy to pay Plaintiffs and Class  
22 Members an additional hour of pay at their regular rate of pay for meal periods not provided.

23 52. At all times relevant hereto, Plaintiffs and Class Members have worked more than  
24 five (5) hours in a workday.

25 53. At varying times relevant hereto, Plaintiffs and Class Members have worked more  
26 than eight (8) hours in a workday.

27 54. At all times relevant hereto, the Defendant, and each of them, failed to schedule  
28 Plaintiffs and similarly situated persons in a manner so as to reasonably provide work-free meal

1 periods as required by Labor Code sections 226.7 and 512.

2 55. By virtue of the Defendant’s failure to schedule Plaintiffs and Class Members in  
3 such a way as to provide a timely and/or work-free meal period to Plaintiffs and Class Members,  
4 Plaintiffs and Class Members have suffered, and will continue to suffer, damages in an amount  
5 which is presently unknown, but which exceed the jurisdictional limits of this Court and which  
6 will be ascertained according to proof at trial.

7 56. Plaintiffs, individually and on behalf of Class Members, requests recovery of meal  
8 period compensation pursuant to Labor Code, section 226.7 for the four (4) years prior to filing  
9 this complaint, as well as the assessment of any statutory penalties against Defendant, and each  
10 of them, in a sum as provided by the Labor Code and/or other statutes, reasonable attorneys’ fees  
11 and costs.

12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

14 **California Labor Code §§ 226.7, 510, 1194**

15 **(Against All Defendants)**

16 57. Plaintiffs reallege and incorporate by reference, as though fully set forth herein,  
17 all preceding paragraphs.

18 58. The IWC Wage Orders and Labor Code section 226.7 provide that employers must  
19 authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time  
20 per four (4) work hours, or major fraction thereof.

21 59. California Labor Code section 226.7, subd. (b) provides that if an employer fails  
22 to provide an employee rest periods in accordance with this section, the employer shall pay the  
23 employee one (1) hour of pay at the employees’ regular rate of compensation for each workday  
24 that the rest period is not provided.

25 60. Defendant failed and/or refused to implement a relief system by which Plaintiffs  
26 and Class Members could receive rest breaks and/or work-free rest breaks. Defendant had a  
27 policy and practice whereby Plaintiffs and Class Members were authorized to take one ten (10)  
28 minute rest break for every four (4) hours of work. However, due to high workload and the work



1 assignments, employees were often interrupted by their immediate supervisor during their rest  
2 period and asked to return to work. As such, Plaintiffs and Class Members did not receive their  
3 rest break(s) on most, if not all, days worked. Plaintiffs were denied rest periods on at least nine  
4 (9) occasions.

5 61. Additionally, Defendant did not have a policy in place that allowed Plaintiffs and  
6 Class Members to report missed or interrupted rest periods, causing these incidents to go  
7 undocumented. By and through their actions, Defendant intentionally and improperly denied rest  
8 periods to the Plaintiffs and Class Members in violation of Labor Code sections 226.7 and 512.

9 62. Defendant further failed to implement a policy to pay Plaintiffs and Class  
10 Members an additional hour of pay at their regular rate of pay for rest periods not authorized or  
11 permitted.

12 63. At all times relevant hereto, Plaintiffs and Class Members have worked more than  
13 three and one-half hours in a workday.

14 64. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiffs  
15 and Class Members, Plaintiffs and Class Members have suffered, and will continue to suffer,  
16 damages in amounts which are presently unknown, but which exceed the jurisdictional limits of  
17 this Court and which will be ascertained according to proof at trial.

18 65. Plaintiffs, individually and on behalf of employees similarly situated, requests  
19 recovery of rest period compensation pursuant to California Labor Code section 226.7, for the  
20 four (4) years prior to filing this complaint, as well as the assessment of any statutory penalties  
21 against Defendant in a sum as provided by the California Labor Code and/or any other statute,  
22 reasonable attorney's fees and costs.

23 **FIFTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

25 **California Labor Code §§ 226, 226.3, 1174, 1174.5**

26 **(Against All Defendants)**

27 66. Plaintiffs reallege and incorporate by reference, as though fully set forth herein,  
28 all preceding paragraphs.

1           67. California Labor Code sections 226, 226.3, 1174 and 1174.5 and applicable IWC  
2 Wage Orders provides that employers must keep records and provide employees with itemized  
3 wage statements showing total hours worked and each applicable rate of pay in effect during the  
4 pay period with the corresponding number of hours worked at each hourly rate.

5           68. California Labor Code section 226, subd. (a) requires an employer to provide  
6 employees—either as a detachable part of the check, draft, or voucher paying the employee’s  
7 wages, or separately when wages are paid by personal check or cash—an accurate itemized wage  
8 statement in writing showing “(1) gross wages earned, (2) total hours worked by the employee . .  
9 . . , (4) all deductions . . . , (5) net wages, (6) the inclusive dates of the period for which the  
10 employee is paid, (7) the name of the employee and only the last four digits of his or her social  
11 security number or an employee identification number other than a social security number, (8)  
12 the name and address of the legal entity that is the employer . . . , and (9) all applicable hourly  
13 rates in effect during the pay period and corresponding number of hours worked at each hourly  
14 rate by the employee . . . .”

15           69. California Labor Code section 226.2, subd. (a)(2) requires the itemized statements  
16 required by subdivision (a) of section 226 shall, in addition to the other items specified in that  
17 subdivision, state the following: total hours of compensable rest and recovery periods, the rate of  
18 compensation, and the gross wages paid for those periods during the pay period.

19           70. Plaintiffs are informed and believe that Defendant willfully and intentionally  
20 failed to make and/or keep records which accurately reflect the hours worked by Plaintiffs and  
21 Class Members. Specifically, Plaintiffs believes that Defendant’s records do not accurately  
22 reflect time Plaintiffs and Class Members spent traveling from back and forth from Defendant’s  
23 office to the military base and when Plaintiffs and Class Members worked during their meal  
24 and/or rest breaks.

25           71. Defendant knowingly and intentionally failed to include on Plaintiffs and Class  
26 Members’ pay the corresponding number of hours worked at each hourly rate of pay in violation  
27 of section 226, subs. (a)(2) and (9), respectively.

28           72. Defendant maintained a common policy and practice of not paying Plaintiffs and

1 Class Members overtime wages for time worked in excess of eight (8) hours a workday and/or  
2 forty (40) hours in a workweek. Therefore, most overtime hours worked were not reflected on  
3 Plaintiffs and Class Members' pay records.

4 73. California Labor Code section 226, section (e) provides that if an employer  
5 knowingly and intentionally fails to provide a statement itemizing, inter alia, the gross and net  
6 wages earned, the total hours worked by the employee and the applicable hourly overtime rates,  
7 causing the employee injury, then the employee is entitled to recover the greater of all actual  
8 damages or fifty dollars (\$50) for the initial violation and one hundred dollars (\$100) for each  
9 subsequent violation, up to four thousand dollars (\$4000). Plaintiffs is informed and believes that  
10 Defendants willfully failed to make or keep accurate records for Plaintiffs and Class Members.

11 74. Plaintiffs are informed and believe that Defendant's failure to keep accurate  
12 payroll records, as described above, violated California Labor Code, sections 1174, subd. (d), and  
13 226, subd. (a), and the applicable IWC Wage Order(s). Pursuant to California Labor Code,  
14 section 2699, subd. (f)(2), Plaintiffs and the Class Members are entitled to penalties of \$100.00  
15 for the initial violation and \$200.00 for each subsequent violation for every pay period during  
16 which these records and information was not kept by Defendant.

17 75. As a result, Defendant, jointly and severally, are liable to Plaintiffs and Overtime  
18 Class Members for the amounts as penalties provided by California Labor Code, section 226,  
19 subd. (e) and reasonable attorneys' fees and costs.

20 **SIXTH CAUSE OF ACTION**

21 **FAILURE TO PAY ALL WAGES DUE AT SEPARATION OF EMPLOYMENT**

22 **California Labor Code §§ 201-203**

23 **(Against All Defendants)**

24 76. Plaintiffs reallege and incorporate by reference, as though fully set forth herein,  
25 all preceding paragraphs.

26 77. During all relevant time periods, Plaintiffs and formerly employed members of the  
27 Class were terminated by, or resigned from, their positions with Defendant. Defendant, however,  
28 willfully did not pay Plaintiffs and formerly employed Class Members all wages which were due

1 them upon their termination, or within seventy-two (72) hours of their resignation as required by  
2 California Labor Code section 202, subd. (a). Defendant failed to pay Plaintiffs and formerly  
3 employed Class Members all overtime wages and/or minimum wages which they were due  
4 throughout their employment for time spent during rest and recovery periods or working overtime  
5 hours. Such non-payment was a direct and proximate refusal to do so by Defendants.

6 78. Under Labor Code sections 201, 202, and 203, Plaintiffs and those formerly  
7 employed members of the Class are entitled to waiting time penalties for not having been paid all  
8 wages due them upon their separation from employment.

9 79. Plaintiffs and all members of the Class who terminated employment within four  
10 years of the filing of the original Complaint until the date of entry of judgment, without being  
11 paid the proper payments are entitled to thirty (30) days of pay at their regular rate of pay as  
12 waiting time penalties.

13 **SEVENTH CAUSE OF ACTION**

14 **VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW**

15 **California Business and Professions Code §§ 17200 et seq.**

16 **(Against All Defendants)**

17 80. Plaintiffs reallege and incorporate by reference, as though fully set forth herein,  
18 all preceding paragraphs.

19 81. California Business and Professions Code sections 17200 et seq. (also referred to  
20 herein as the “Unfair Business Practices Act” or “Unfair Competition Law”) prohibits unfair  
21 competition in the form of any unlawful, unfair or fraudulent business act or practice.

22 82. Business and Professions Code section 17204 allows “any person who has suffered  
23 injury in fact and has lost money or property as a result of such unfair competition” to prosecute  
24 a civil action for violation of the Unfair Competition Law.

25 83. California Labor Code section 90.5, subd. (a) states that it is the public policy of  
26 California to vigorously enforce minimum labor standards in order to ensure employees are not  
27 required to work under substandard and unlawful conditions, and to protect employers who  
28 comply with the law from those who attempt to gain competitive advantage at the expense of their

1 workers by failing to comply with minimum labor standards.

2 84. Beginning at an exact date unknown to Plaintiffs, but at least since the date four  
3 (4) years prior to the filing of this suit, Defendant has committed acts of unfair competition as  
4 defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and fraudulent  
5 business practices and acts described in this complaint including but not limited to violations of  
6 California Labor Code, sections 200, 202, 203, 226, 226.7, 512, 1182.12, 1174, 1194, and 2802;  
7 as well as other statutes. The violation of these laws serves as unlawful predicate acts and  
8 practices for purposes of the Unfair Competition Law.

9 85. The violations of these laws and regulations, as well as of the fundamental  
10 California public policies protecting workers, serve as unlawful predicate acts and practices for  
11 purposes of Business and Professions Code sections 17200 et seq.

12 86. The acts and practices described above constitute unfair, unlawful, and fraudulent  
13 business practices, and unfair competition, within the meaning of Business and Professions Code,  
14 sections 17200 et seq. Among other things, the acts and practices have forced Plaintiffs and other  
15 similarly situated workers to labor for many hours without receiving the meal and rest periods  
16 and/or compensation, to which they are entitled by law.

17 87. As a result of Defendant's acts, Plaintiffs and Class Members have suffered injury  
18 in fact in being denied their meal and rest periods as well as compensation for hours worked, both  
19 in minimum and overtime wages. Furthermore, as a direct and proximate result of the  
20 aforementioned acts and practices, Plaintiffs and Class Members have lost money and property  
21 in the form of lost wages in an amount to be proven at trial.

22 88. Business and Professions Code sections 17203 provides that a court may make  
23 such orders or judgments as may be necessary to prevent the use or employment by any person  
24 of any practice which constitutes unfair competition. Injunctive relief is necessary and  
25 appropriate to prevent Defendant from repeating their unlawful, unfair, and fraudulent business  
26 acts and business practices alleged above.

27 89. Business and Professions Code sections 17203 provides that the Court may restore  
28 to any person in interest any money or property that may have been acquired by means of such

1 unfair competition. Plaintiffs and the Class Members are entitled to restitution pursuant to  
2 Business and Professions Code section 17203 for wages and payments unlawfully withheld from  
3 employees, including the fair value of the meal and rest periods taken away from them during the  
4 four-year period prior to the filing of this complaint.

5 90. Business and Professions Code section 17202 provides: "Notwithstanding Section  
6 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,  
7 forfeiture, or penal law in a case of unfair competition." Plaintiffs and Class Members are entitled  
8 to enforce all applicable penalty provisions of the California Labor Code pursuant to Business  
9 and Professions Code section 17202.

10 91. Plaintiffs' success in this action will enforce important rights affecting the public  
11 interest, and, in that regard, Plaintiffs sues on behalf of the general public as well as herself and  
12 others similarly situated. Plaintiffs and the Class Members seek and are entitled to restitution,  
13 civil penalties, declaratory and injunctive relief, and all other equitable remedies owing them.

14 92. Plaintiffs herein takes upon herself enforcement of these laws and lawful claims.  
15 There is a financial burden involved in pursuing this action. The action is seeking to vindicate a  
16 public right, and it would be against the interests of justice to penalize Plaintiffs by forcing her to  
17 pay attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to  
18 Code of Civil Procedure section 1021.5 and otherwise.

19 **PRAYER FOR RELIEF**

20 **WHEREFORE**, the Plaintiffs prays for judgment as follows:

- 21 1. For nominal damages;
- 22 2. For compensatory damages;
- 23 3. For restitution of all monies due to Plaintiffs and Class Members, and disgorged  
24 profits from Defendant's unlawful business practices;
- 25 4. For penalties, pursuant to Labor Code sections 226, 226, subd. (e), 226.7, 512,  
26 1182.12, 1174, 1194 and 2802;
- 27 5. For interest accrued to date;
- 28 6. Injunctive relief, enjoining Defendant from engaging in the unlawful and unfair

1 business practices complained herein.

2 7. Declaratory relief, enjoining Defendant’s practices as unlawful and unfair business  
3 practices within the meaning of Business and Professions Code, sections 17200 et seq., and  
4 declaring Defendant has: (1) unlawfully treated Plaintiffs and Class Members; (2) failed to pay  
5 all wages and overtime compensation in violation of California law, (3) failed to provide Plaintiffs  
6 and Class Members accurate itemized wage statements upon payment of wages, and (4) failed to  
7 reimburse Plaintiffs and Plaintiffs Class for expenditures or losses in the discharge of their duties  
8 as employees of Defendants.

9 8. Further declaratory relief, declaring the amounts of damages, penalties, equitable  
10 relief, costs, and attorneys’ fees to which Plaintiffs and Plaintiffs Class are entitled;

11 9. For costs of suit and expenses incurred herein pursuant to Labor Code, sections  
12 226, 1182.12 and 1194;

13 10. For reasonable attorney’s fees pursuant to Labor Code, sections 226. 1182.12,  
14 1021.5 and 1194 and Civil Code, section 218.5;

15 11. For all civil penalties pursuant to PAGA; and

16 12. For all such other and further relief as the Court may deem just and proper.

17  
18 Dated: September 26, 2017

**MAHONEY LAW GROUP, APC**

19  
20  
21 /s/Treana L. Allen  
22 Kevin Mahoney  
23 Treana L. Allen  
24 Attorneys for Plaintiffs AHMAD JAWAD  
25 ABDUL JAMIL, AHMAD JAMSHID  
26 ABDUL JAMIL, AHMAD FARHAD  
27 ABDUL JAMIL individually and on behalf  
28 of all employees similarly situated.

**DEMAND FOR JURY TRIAL**

Plaintiffs AHMAD JAWAD ABDUL JAMIL, AHMAD JAMSHID ABDUL JAMIL,  
AHMAD FARHAD ABDUL JAMIL hereby demand a jury trial on all issues so triable.

Dated: September 26, 2017

**MAHONEY LAW GROUP, APC**

/s/Treana L. Allen

Kevin Mahoney

Treana L. Allen

Attorneys for Plaintiffs AHMAD JAWAD ABDUL  
JAMIL, AHMAD JAMSHID ABDUL JAMIL,  
AHMAD FARHAD ABDUL JAMIL individually  
and on behalf of all employees similarly situated





## SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

### ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2017-00036148-CU-OE-CTL CASE TITLE: Ahmad Jawad Abdul Jamil vs Workforce Resources LLC

**NOTICE:** All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

#### Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

##### **Potential Advantages**

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

##### **Potential Disadvantages**

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

#### Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

**Mediation:** A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

**Settlement Conference:** A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

**Arbitration:** A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

**Other ADR Processes:** There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

### **Local ADR Programs for Civil Cases**

**Mediation:** The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

**On-line mediator search and selection:** Go to the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

**Settlement Conference:** The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

**Arbitration:** The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

**More information about court-connected ADR:** Visit the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) or contact the court's Mediation/Arbitration Office at (619) 450-7300.

**Dispute Resolution Programs Act (DRPA) funded ADR Programs:** The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at [www.ncrconline.com](http://www.ncrconline.com) or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at [www.nclifeline.org](http://www.nclifeline.org) or (760) 726-4900.

**Private ADR:** To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

### **Legal Representation and Advice**

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at [www.courtinfo.ca.gov/selfhelp/lowcost](http://www.courtinfo.ca.gov/selfhelp/lowcost).

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Treana L. Allen (SBN: 302922)		FOR COURT USE ONLY <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Diego <b>11/13/2017</b> at 08:00:00 AM Clerk of the Superior Court By Richard Day, Deputy Clerk
TELEPHONE NO. 562-590-5550	FAX NO. (Optional): 562-590-8400	
ATTORNEY FOR (Name): Plaintiff		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO <input checked="" type="checkbox"/> CENTRAL DIVISION, HALL OF JUSTICE, 330 W. BROADWAY, SAN DIEGO, CA 92101 <input type="checkbox"/> EAST COUNTY DIVISION, 250 E. MAIN ST., EL CAJON, CA 92020 <input type="checkbox"/> NORTH COUNTY DIVISION, 325 S. MELROSE DR., SUITE 1000, VISTA, CA 92081 <input type="checkbox"/> SOUTH COUNTY DIVISION, 500 3RD AVE., CHULA VISTA, CA 91910		
PLAINTIFF(S) Jamil, et al.	JUDGE Hon. Eddie C. Sturgeon	
DEFENDANT(S) Workforce Resources	DEPT C-67	
<b>AMENDMENT TO COMPLAINT</b>		CASE NUMBER 37-2017-00036148-CU-OE-CTL

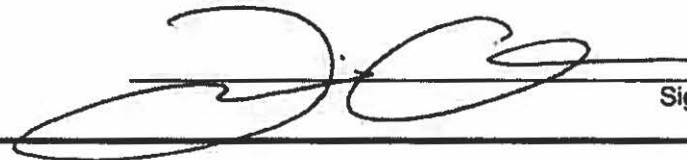
Under Code Civ. Proc. § 474:  
 FICTITIOUS NAME (Court order required once case is at issue)

Plaintiff(s), being ignorant of the true name of a defendant when the complaint in the above-named case was filed, and having designated defendant in the complaint by the fictitious name of DOE 1

and having discovered the true name of defendant to be Bristol Bay Native Corporation

amends the complaint by inserting such true name in place of such fictitious name wherever it appears in the complaint.

Date: 11/9/2017

  
 Signature

Under Code Civ. Proc. § 473:  
 NAME - Add or Correct (Court order required)

Plaintiff(s), having designated  defendant  plaintiff in the complaint by the name of \_\_\_\_\_

and having discovered  name to be incorrect and the correct name is  defendant also uses the name of \_\_\_\_\_

amends the complaint by  substituting  adding such name(s) wherever the name of \_\_\_\_\_

appears in the complaint.

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature

**ORDER**

The above amendment to the complaint is allowed.

Date: \_\_\_\_\_

\_\_\_\_\_  
 Judge/Commissioner of the Superior Court

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Kevin Mahoney (SBN: 235367) / Treana L. Allen (SBN: 302922) MAHONEY LAW GROUP, APC 249 E. Ocean Blvd., Ste. 814 Long Beach, CA 90802 TELEPHONE NO: (562) 590-5550 FAX NO: (562) 590-8400 ATTORNEY FOR (Name): Plaintiffs Jamil, et al.		FOR COURT USE ONLY  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Diego  <b>09/27/2017</b> at 11:43:12 AM Clerk of the Superior Court By Nidia Reyes, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 W. Broadway MAILING ADDRESS: 330 W. Broadway CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Hall of Justice		CASE NUMBER: 37-2017-00036148-CU-06-CTL  JUDGE: Judge Eddie C. Sturgeon  DEPT:
CASE NAME: Jamil, et al. v. Workforce Resources, LLC		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

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

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

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <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) <b>Non-PI/PD/WD (Other) Tort</b> <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) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<b>Contract</b> <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) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (28) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <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)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <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. <input type="checkbox"/> Large number of separately represented parties	d. <input checked="" type="checkbox"/> Large number of witnesses
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence	f. <input checked="" type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify): 7

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: September 27, 2017  
 Treana L. Allen  
 (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.

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	<b>FOR COURT USE ONLY</b>
PLAINTIFF(S): Anhmad Jawad Abdul Jamil et.al.	
DEFENDANT(S): Workforce Resources LLC	
SHORT TITLE: AHMAD JAWAD ABDUL JAMIL VS WORKFORCE RESOURCES LLC [IMAGED]	
<b>STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>	CASE NUMBER: 37-2017-00036148-CU-OE-CTL

Judge: Eddie C Sturgeon

Department: C-67

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- |   |  |
|---|--|
| <input type="checkbox"/> Mediation (court-connected)  | <input type="checkbox"/> Non-binding private arbitration   |
| <input type="checkbox"/> Mediation (private)  | <input type="checkbox"/> Binding private arbitration   |
| <input type="checkbox"/> Voluntary settlement conference (private)                            | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private)   | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ |  |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) \_\_\_\_\_

Alternate neutral (for court Civil Mediation Program and arbitration only): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Plaintiff

\_\_\_\_\_  
Name of Defendant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Plaintiff's Attorney

\_\_\_\_\_  
Name of Defendant's Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

**IT IS SO ORDERED.**

Dated: 09/28/2017

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
STREET ADDRESS	330 W Broadway
MAILING ADDRESS	330 W Broadway
CITY AND ZIP CODE	San Diego, CA 92101-3827
BRANCH NAME	Central
TELEPHONE NUMBER	(619) 450-7067
PLAINTIFF(S) / PETITIONER(S): Anhmad Jawad Abdul Jamil et.al.	
DEFENDANT(S) / RESPONDENT(S): Workforce Resources LLC	
AHMAD JAWAD ABDUL JAMIL VS WORKFORCE RESOURCES LLC [IMAGED]	
<b>NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE on MANDATORY eFILE CASE</b>	CASE NUMBER: 37-2017-00036148-CU-OE-CTL

**CASE ASSIGNMENT**

Judge: Eddie C Sturgeon

Department: C-67

**COMPLAINT/PETITION FILED: 09/27/2017**

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	03/02/2018	10:30 am	C-67	Eddie C Sturgeon

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR\* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

**TIME STANDARDS:** The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

**COMPLAINTS:** Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

**DEFENDANT'S APPEARANCE:** Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

**JURY FEES:** In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

**MANDATORY eFILE:** Case assigned to mandatory eFile program per CRC 3.400-3.403 and SDSC Rule 2.4.11. All documents must be eFiled at [www.onelegal.com](http://www.onelegal.com). Refer to General Order in re procedures regarding electronically imaged court records, electronic filing, and access to electronic court records in civil and probate cases or guidelines and procedures.

**COURT REPORTERS:** Court reporters are not provided by the Court in Civil cases. See policy regarding normal availability and unavailability of official court reporters at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov).

\*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).

1 AMY TODD-GHER, Bar No. 208581  
atodd-gher@littler.com  
2 MATTHEW B. RILEY, Bar No. 257643  
mriley@littler.com  
3 LITTLER MENDELSON, P.C.  
501 W. Broadway, Suite 900  
4 San Diego, CA 92101.3577  
Telephone: 619.232.0441  
5 Facsimile: 619.232.4302

6 Attorneys for Defendants  
BRISTOL BAY NATIVE CORPORATION and  
7 WORKFORCE RESOURCES, LLC

8 UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA

10 AHMAD JAWAD ABDUL JAMIL,  
11 AHMAD JAMSHID ABDUL JAMIL,  
12 AHMAD FARHAD ABDUL JAMIL,  
individually and on behalf of all  
13 employees similarly situated,

14 Plaintiffs,

15 v.

16 WORKFORCE RESOURCES, LLC, a  
California Limited Liability Company,  
17 and DOES 1 through 10, inclusive,

18 Defendants.

Case No. '18CV0027 JLS NLS

**CERTIFICATE OF SERVICE**

Complaint Filed: 9/27/2017

19  
20 I, Lori Christy, declare:

21 I am, and was at the time of service of the papers herein referred to, over  
the age of 18 years, and not a party to this action. I am employed in the office of a  
22 member of the bar of this court at whose direction the service was made. My business  
address is 501 West Broadway, Suite 900, San Diego, California 92101.

23 On January 4, 2018, I served the following document(s):

- 24 **1. NOTICE OF REMOVAL TO FEDERAL COURT PURSUANT TO 28 U.S.C.**  
25 **§§ 1331, 1441(a), AND 1442(a)(1)**  
26 **2. CIVIL COVER SHEET**  
27 **3. DECLARATION OF MATTHEW RILEY IN SUPPORT OF**  
28 **DEFENDANTS' REMOVAL TO FEDERAL COURT PURSUANT TO 28**  
**U.S.C. §§ 1331, 1441(a), AND 1442(a)(1)**

1  
2 **4. DEFENDANTS BRISTOL BAY NATIVE CORPORATION AND**  
3 **WORKFORCE RESOURCES, LLC'S CORPORATE DISCLOSURE**  
4 **STATEMENT/NOTICE OF PARTY WITH FINANCIAL INTEREST**

5 on the parties in this action addressed as follows:

6 Kevin Mahoney  
7 Treana L. Allen  
8 Mahoney Law Group  
9 249 E. Ocean Blvd., Ste. 814  
10 Long Beach, CA 90802  
11 Tel: 562.590.5550

Attorneys for Plaintiffs

12 **BY U.S. MAIL:** I placed a true and correct copy of the above document(s) in a  
13 sealed envelope, addressed as indicated above. I am readily familiar with the firm's  
14 practice of collection and processing correspondence for mailing. It is deposited with  
15 the U.S. Postal Service on that same day in the ordinary course of business with  
16 postage thereon fully prepaid. I am aware that on motion of party served, service is  
17 presumed invalid if postal cancellation date or postage meter date is more than one  
18 day after date of deposit for mailing in affidavit.

19 I declare under penalty of perjury under the laws of the State of  
20 California that the foregoing is true and correct and that this declaration was executed  
21 on January 4, 2018 at San Diego, California.

22 

23 \_\_\_\_\_  
24 LORI CHRISTY

25 Firmwide:152102740.1 095533.1001



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Workforce Resources Employees Weren't Paid for Travel Time](#)

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