

1 SEYFARTH SHAW LLP
Brian Long (SBN 232746)
2 bplong@seyfarth.com
601 South Figueroa Street, Suite 3300
3 Los Angeles, California 90017-5793
Telephone: (213) 270-9600
4 Facsimile: (213) 270-9601

5 SEYFARTH SHAW LLP
Reiko Furuta (SBN 169206)
6 rfuruta@seyfarth.com
2029 Century Park East, Suite 3500
7 Los Angeles, California 90067-3021
Telephone: (310) 277-7200
8 Facsimile: (310) 201-5219

9 Attorneys for Defendant
10 THE ANTHEM COMPANIES, INC.

11 UNITED STATES DISTRICT COURT
12 SOUTHERN DISTRICT OF CALIFORNIA
13

14 VERONICA ARELLANO, an individual, on
behalf of herself and all others similarly situated,

15 Plaintiff,

16 v.

17 THE ANTHEM COMPANIES, INC., an Indiana
18 corporation; and DOES 1 to 100, inclusive,

19 Defendants.
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Case No. **'20CV2071 GPC MDD**

**DEFENDANT THE ANTHEM
COMPANIES, INC.'S NOTICE OF
REMOVAL**

(San Diego Superior Court,
Case No. 37-2020-00026653-CU-OE-CTL)

Complaint Filed: July 30, 2020
First Amended Complaint Filed: October 8,
2020

1 **TO THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF**
2 **CALIFORNIA AND TO PLAINTIFF AND HER ATTORNEYS OF RECORD:**

3 PLEASE TAKE NOTICE that Defendant The Anthem Companies, Inc. (“Defendant” or
4 “Anthem”) files this Notice of Removal, pursuant to 28 U.S.C. §§ 1332(c), 1332(d)(2), 1441(a), 1446,
5 and 1453, to effectuate the removal of the above-captioned action from the Superior Court for the County
6 of San Diego to the United States District Court for the Southern District of California. This Court has
7 original jurisdiction under 28 U.S.C. §§ 1332(c), (d)(2)—the Class Action Fairness Act of 2005
8 (“CAFA”). Removal is proper for the following reasons:

9 **I. BACKGROUND**

10 1. On July 30, 2020, Plaintiff Veronica Arellano (“Plaintiff”) filed a class action complaint
11 in the Superior Court of California for the County of San Diego, titled *Veronica Arellano, an individual,*
12 *on behalf of herself and all others similarly situated v. The Anthem Companies, Inc., an Indiana*
13 *corporation; and Does 1 through 100, inclusive*, Case No. 37-2020-00026653-CU-OE-CTL
14 (“Complaint”).

15 2. On September 21, 2020, Defendant’s registered agent for service of process in California
16 received, via process server, the Summons, Complaint, Civil Case Cover Sheet and Notice of Case
17 Assignment. A true and correct copy of the packet received by Defendant is attached hereto as Exhibit
18 A.

19 3. On October 13, 2020, Defendant’s registered agent for service of process in California
20 received, via regular mail, a First Amended Complaint (“FAC”) adding a claim for civil penalties under
21 Labor Code sec. 2699, the Private Attorneys General Act (“PAGA”). A true and correct copy of the
22 FAC received by Defendant is attached hereto as Exhibit B.

23 4. On October 20, 2020, Defendant filed its Answer to Plaintiff’s FAC in San Diego County
24 Superior Court. A true and correct copy of the Answer filed to Plaintiff’s FAC is attached hereto as
25 Exhibit C.

26 5. Defendant has not filed or received any other pleadings or papers, other than the
27 pleadings described as Exhibit A through Exhibit C, in this action prior to this Notice of Removal.
28

1 **II. TIMELINESS OF REMOVAL**

2 6. The time for filing a Notice of Removal does not run until a party has been formally
3 served with the summons and complaint under the applicable state law “setting forth the claim for relief
4 upon which such action or proceeding is based” or, if the case stated by the initial pleading is not
5 removable, after receipt of any “other paper from which it may be first ascertained that the case is one
6 which is or has become removable.” 28 U.S.C. §§ 1446; *Murphy Bros., Inc. v. Michetti Pipe Stringing,*
7 *Inc.*, 526 U.S. 344, 347-48 (1999) (holding that “a named defendant’s time to remove is triggered by
8 simultaneous service of the summons and complaint”).

9 7. The service of process which triggers the 30-day period to remove is governed by state
10 law. *City of Clarksdale v. BellSouth Telecommunications, Inc.*, 428 F.3d 206, 210 (5th Cir. 2005)
11 (“Although federal law requires the defendant to file a removal motion within thirty days of service, the
12 term ‘service of process’ is defined by state law.”).

13 8. This Notice of Removal is timely because it is filed within thirty (30) days of service of
14 the Complaint, by personal service on Defendant’s agent for service of process, on September 21, 2020.
15 Cal. Civ. Proc. Code § 415.10 (“A summons may be served by personal delivery of a copy of the
16 summons and of the complaint to the person to be served. Service of a summons in this manner is
17 deemed complete at the time of such delivery.”); 28 U.S.C. § 1446(b). Thirty (30) days from the service
18 of the Complaint on Defendant on September 21, 2020 is October 21, 2020.

19 9. Defendant’s 30-day time limit to remove is triggered by Plaintiff’s service of the
20 Summons and the Complaint on September 21, 2020. *See Murphy Bros., Inc. v. Michetti Pipe Stringing,*
21 *Inc.*, 526 U.S. 344, 347-48 (1999) (holding that “a named defendant’s time to remove is triggered by
22 simultaneous service of the summons and complaint”). This Notice of Removal is timely because it is
23 filed within thirty (30) days of personal service of the Summons and Complaint on September 21, 2020.
24 28 U.S.C. § 1446(b); Cal. Civ. Proc. Code § 415.10.

25 10. Plaintiff asserts seven (7) causes of action in her FAC against Defendant:
26 (1) Failure to Pay All Wages; (2) Failure to Provide All Meal Periods; (3) Failure to Timely Furnish
27 Accurate Itemized Wage Statements; (4) Violation of Labor Code § 203; (5) Unfair Business Practices;
28 (6) Declaratory Relief; and (7) Civil Penalties Pursuant to Labor Code § 2699. (Ex. A, FAC, ¶¶ 34-105.)

1 11. The FAC seeks to certify putative classes of

- 2 a. “[a]ll hourly-paid California citizens employed by Defendants as Customer Care
3 Representatives (as defined, supra) during the relevant period who were subjected
4 to Defendant’s policies and practices regarding the payment of straight time,
5 minimum and/or overtime wages”
- 6 b. “[a]ll hourly-paid California citizens employed by Defendants as Customer Care
7 Representatives (as defined, supra) during the relevant period who were subjected
8 to Defendant’s policies and practices regarding meal periods”
- 9 c. “[a]ll hourly-paid California citizens employed by Defendants as Customer Care
10 Representatives (as defined, supra) during the relevant period who were subjected
11 to Defendant’s policies and practices regarding itemized wage statements”
- 12 d. “[a]ll hourly-paid California citizens employed by Defendants as Customer Care
13 Representatives (as defined, supra) during the relevant period who were subjected
14 to Defendant’s policies and practices regarding Labor Code § 203 and the
15 payment of final wages”
- 16 e. “[a]ll hourly-paid California citizens employed by Defendants as Customer Care
17 Representatives (as defined, supra) during the relevant period regarding whom
18 Defendants have engaged in unlawful, unfair and/or fraudulent business acts or
19 practices prohibited by B&PC §17200, et seq.”

20 (Ex. A, FAC, ¶ 27.)

21 12. Plaintiff’s Fifth Cause of Action is based on an alleged violation of California Business &
22 Professions Code §§ 17200, *et seq.*, the California Unfair Competition Law (“UCL”). (Ex. A, FAC, ¶¶
23 80-91.) The statute of limitations on Plaintiff’s Fifth Cause of Action for UCL is four years. (See Cal.
24 Bus. & Prof. Code § 17208.)

25 13. Plaintiff alleges that Defendant violated the UCL, §§ 17200 et seq., on the grounds that
26 “Defendants have engaged in unfair business practices in California by practicing, employing and
27 utilizing the employment practices outlined in the preceding paragraphs, specifically, by requiring
28 employees to perform the labor services complained of herein without the requisite compensation.”

1 (Ex. A, FAC, ¶ 85.)” and that “Plaintiffs seek full restitution from Defendants . . . to restore any and all
2 monies withheld, acquired and/or converted by Defendants by means of the unfair practices complained
3 of herein.” (Ex. A, FAC, ¶ 88.)

4 14. Accordingly, for purposes of the calculations in this Notice of Removal, the relevant time
5 period is from July 30, 2016 until the present.

6 **III. CLASS ACTION FAIRNESS ACT (“CAFA”) REMOVAL**

7 15. This Court has original jurisdiction of this action under CAFA, codified in pertinent part
8 at 28 U.S.C. Section 1332(d)(2). As set forth below, this action is properly removable, pursuant to 28
9 U.S.C. Section 1441(a), in that this Court has original jurisdiction over the action, because the aggregate
10 amount in controversy exceeds \$5,000,000, exclusive of interest and costs, and the action is a class
11 action in which at least one class member is a citizen of a state different from that of a defendant. 28
12 U.S.C. §§ 1332(d)(2) & (d)(6). Furthermore, the number of putative class members is greater than 100.
13 28 U.S.C. § 1332(d)(5)(B); Declaration of Dona Blackman in Support of Defendant’s Notice of
14 Removal (“Blackman Decl.”), ¶ 6.

15 **A. Plaintiff And Defendant Are Minimally Diverse**

16 16. CAFA requires only minimal diversity for the purpose of establishing federal
17 jurisdiction; that is, at least one purported class member must be a citizen of a state different from any
18 named defendant. 28 U.S.C. § 1332(d)(2)(A). In the instant case, Plaintiff is a citizen of a state
19 (California) that is different from the state of citizenship of Defendant (which is a citizen of Indiana).

20 **1. Plaintiff Is A Citizen Of California**

21 17. For purposes of determining diversity, a person is a “citizen” of the state in which he or
22 she is domiciled. *Kantor v. Wellesley Galleries, Inc.*, 704 F.2d 1088, 1090 (9th Cir. 1983) (“To show
23 state citizenship for diversity purposes under federal common law a party must ... be domiciled in the
24 state”). Residence is prima facie evidence of domicile. *State Farm Mut. Auto Ins. Co. v. Dyer*, 19 F.3d
25 514, 520 (10th Cir. 1994) (“the place of residence is prima facie the domicile”); *see also Zavala v.*
26 *Deutsche Bank Trust Co. Americas*, 2013 WL 3474760, at *3 (N.D. Cal. July 10, 2013) (where a
27 plaintiff’s complaint alleges he resides in California, “in the absence of evidence to the contrary,
28 [plaintiff] is a California citizen for diversity purposes”). Citizenship is determined by the individual’s

1 domicile at the time that the lawsuit is filed. *Armstrong v. Church of Scientology Int'l*, 243 F.3d 546,
2 546 (9th Cir. 2000) (“For purposes of diversity jurisdiction, an individual is a citizen of his or her state
3 of domicile, which is determined at the time the lawsuit is filed”) (citing *Lew v. Moss*, 797 F.2d 747, 750
4 (9th Cir. 1986)).

5 18. Plaintiff alleges that she resides in the State of California. (Ex. A, FAC, ¶ 8; “Plaintiff
6 Veronica Arellano . . . is now and/or at all times mentioned in this Complaint was a citizen of the State
7 of California.”). Plaintiff’s intent to remain domiciled in California is further evident from the fact that
8 she brought her lawsuit against Defendant in San Diego County Superior Court. Accordingly, Plaintiff is
9 a citizen of California.

10 2. Anthem Is Not A Citizen Of California

11 19. Defendant is, and was at the time of the filing of this action, a citizen of a state other than
12 California within the meaning of 28 U.S.C. Section 1332(c)(1). For purposes of diversity jurisdiction, a
13 corporation is deemed a citizen of the state “by which it has been incorporated” and of the state “where
14 it has its principal place of business.” 28 U.S.C. § 1332(c)(1).

15 20. Defendant is now, and ever since this action commenced has been, incorporated under
16 the laws of the State of Indiana. (Blackman Decl.), ¶ 3.) Defendant’s principal place of business is, and
17 has been at all times since this action commenced, located in the State of Indiana. (Blackman Decl., ¶ 3.)
18 Thus, for purposes of diversity jurisdiction, Defendant is a citizen of Indiana.

19 21. The United States Supreme Court held that when determining a corporation’s principal
20 place of business for diversity purposes, the appropriate test is the “nerve center” test. *Hertz Corp. v.*
21 *Friend*, 559 U.S. 77, 80-81, 92-93 (2010). Under the “nerve center” test, the “principal place of
22 business” means the corporate headquarters where a corporation’s high level officers direct, control and
23 coordinate its activities on a day-to-day basis. *Id.* (“We conclude that ‘principal place of business’ is best
24 read as referring to the place where a corporation’s officers direct, control, and coordinate the
25 corporation’s activities”).

26 22. Under the “nerve center” test, Indiana emerges as Defendant’s principal place of
27 business. Defendant’s corporate headquarters are located in Indiana where Defendant’s high level
28 officers direct, control, and coordinate Defendant’s activities. (Blackman Decl., ¶ 4.) Defendant’s high

1 level corporate officers maintain offices in Indiana, and many of Defendant’s corporate level functions
2 are performed in the Indiana office. (Blackman Decl., ¶ 4.) Additionally, many of Defendant’s executive
3 and administrative functions, including corporate finance and accounting, are directed from the
4 Indianapolis, Indiana headquarters. (Blackman Decl., ¶ 2.)

5 23. Therefore, for purposes of diversity of citizenship, Defendant is, and has been at all times
6 since this action commenced, a citizen of the State of Indiana. 28 U.S.C. § 1332(c)(1). Because Plaintiff
7 is a citizen of California and Defendant is a citizen of Indiana, minimal diversity exists for purposes of
8 CAFA.

9 24. **Doe Defendants.** Pursuant to 28 U.S.C. § 1441(a), the residence of fictitious and
10 unknown defendants should be disregarded for purposes of establishing removal jurisdiction under 28
11 U.S.C. § 1332. *Fristoe v. Reynolds Metals Co.*, 615 F.2d 1209, 1213 (9th Cir. 1980) (unnamed
12 defendants are not required to join in a removal petition); see also *Soliman v. Philip Morris, Inc.*, 311 F.
13 3d 966, 971 (9th Cir. 2002) (“citizenship of fictitious defendants is disregarded for removal purposes
14 and becomes relevant only if and when the plaintiff seeks leave to substitute a named defendant”).
15 Indeed, the presence of “DOE” defendants in this case has no bearing on diversity of citizenship for
16 removal. Thus, the existence of “DOES 1 through 100” in the FAC does not deprive this Court of
17 jurisdiction. *Abrego v. Dow Chemical Co.*, 443 F.3d 676, 679-80 (9th Cir. 2006) (rule applied in CAFA
18 removal).

19 **B. The Amount In Controversy Exceeds The Statutory Minimum**

20 25. CAFA requires that the amount in controversy exceed \$5,000,000, exclusive of interest
21 and costs. 28 U.S.C. § 1332(d)(2). Under CAFA, the claims of the individual members in a class action
22 are aggregated to determine if the amount in controversy exceeds the sum or value of \$5,000,000. 28
23 U.S.C. § 1332(d)(6). In addition, Congress intended for federal jurisdiction to be appropriate under
24 CAFA “if the value of the matter in litigation exceeds \$5,000,000 either from the viewpoint of the
25 plaintiff or the viewpoint of the defendant, and regardless of the type of relief sought (e.g., damages,
26 injunctive relief, or declaratory relief).” Senate Judiciary Committee Report, S. Rep. No. 109-14, at 42
27 (2005), reprinted in 2005 U.S.C.C.A.N. 3, 40. The Senate Judiciary Committee’s Report on the final
28 version of CAFA also makes clear that any doubts regarding the maintenance of interstate class actions

1 in state or federal court should be resolved in favor of federal jurisdiction. *Id.* at 42-43 (“if a federal
2 court is uncertain about whether ‘all matters in controversy’ in a purposed class action ‘do not in the
3 aggregate exceed the sum or value of \$5,000,000, the court should err in favor of exercising jurisdiction
4 over the case Overall, new section 1332(d) is intended to expand substantially federal court
5 jurisdiction over class actions. Its provision should be read broadly, with a strong preference that
6 interstate class actions should be heard in a federal court if properly removed by any defendant.”).

7 **26. Preponderance Of The Evidence Standard.** Plaintiff’s FAC does not allege the amount
8 in controversy for the classes she purports to represent. Where a complaint does not allege a specific
9 amount in damages, the removing defendant bears the burden of proving by a preponderance of the
10 evidence that the amount in controversy exceeds the statutory minimum. In *Standard Fire Ins. Co. v.*
11 *Knowles*, 568 U.S. 588 (2013), the U.S. Supreme Court held that the proper burden of proof imposed
12 upon a defendant to establish the amount in controversy is the preponderance of the evidence standard.
13 *Accord Rodriguez v. AT&T Mobility Servs. LLC*, 728 F.3d 975, 977 (9th Cir. 2013) (“the proper burden
14 of proof imposed upon a defendant to establish the amount in controversy is the preponderance of the
15 evidence standard”).

16 **27.** In 2011, Congress amended the federal removal statute to specify that, where the
17 underlying state practice “permits recovery of damages in excess of the amount demanded . . . removal
18 of the action is proper on the basis of an amount in controversy asserted . . . if the district court finds, by
19 the *preponderance of the evidence*, that the amount in controversy exceeds the amount specified in
20 section 1332(a).” Pub.L. 112–63, December 7, 2011, 125 Stat. 758, § 103(b)(3)(C) (codified at 28
21 U.S.C. § 1446(c)(2) (emphasis added)); *accord Abrego*, 443 F.3d 676, 683 (9th Cir. 2006) (“Where the
22 complaint does not specify the amount of damages sought, the removing defendant must prove by a
23 preponderance of the evidence that the amount in controversy requirement has been met”); *Guglielmino*
24 *v. McKee Foods Corp.*, 506 F.3d 696, 701 (9th Cir. 2007) (“the complaint fails to allege a sufficiently
25 specific total amount in controversy ... we therefore apply the preponderance of the evidence burden of
26 proof to the removing defendant”). The defendant must show that it is “more likely than not” that the
27 jurisdictional threshold is met. *Sanchez v. Monumental Life Ins. Co.*, 102 F.3d 398, 404 (9th Cir. 1996)
28 (“where a plaintiff’s state court complaint does not specify a particular amount of damages, the removing

1 defendant bears the burden of establishing, by a preponderance of the evidence, that the amount in
2 controversy exceeds \$50,000. Under this burden, the defendant must provide evidence establishing that
3 it is ‘more likely than not’ that the amount in controversy exceeds that amount’); *Schiller v. David’s*
4 *Bridal, Inc.*, 2010 WL 2793650, at *2 (E.D. Cal. July 14, 2010) (same).

5 28. To satisfy this standard, the “Defendant’s notice of removal need include only a plausible
6 allegation that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin*
7 *Operating Co., LLC v. Owens*, 574 U.S. 81, 135 S.Ct. 547, 554 (2014); *see also Arias v. Residence Inn by*
8 *Marriott*, 936 F.3d 920, 922 (9th Cir. 2019) (“Because some remnants of our former antiremoval
9 presumption seem to persist, we reaffirm three principles that apply in CAFA removal cases. First, a
10 removing defendant’s notice of removal ‘need not contain evidentiary submissions’ but *only plausible*
11 *allegations* of the jurisdictional elements”; “An assertion that the amount in controversy exceeds the
12 jurisdictional threshold is not defeated merely because it is equally possible that damages might be ‘less
13 than the requisite ... amount’”) (emphasis added).

14 29. The burden of establishing the jurisdictional threshold “is not daunting, as courts
15 recognize that under this standard, a removing defendant is not obligated to research, state, and prove
16 the plaintiff’s claims for damages.” *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp. 2d 1199, 1204-05
17 (E.D. Cal. 2008) (internal quotations omitted); *see also Valdez v. Allstate Ins. Co.*, 372 F.3d 1115, 1117
18 (9th Cir. 2004) (“the parties need not predict the trier of fact’s eventual award with one hundred
19 percent accuracy”).

20 30. It is well-settled that “the court must accept as true plaintiff’s allegations as plead in the
21 Complaint and assume that plaintiff will prove liability and recover the damages alleged.” *Muniz v.*
22 *Pilot Travel Ctrs. LLC*, 2007 WL 1302504, *3 (E.D. Cal. May 1, 2007) (denying motion for remand of
23 a class action for claims under the California Labor Code for missed meal periods, unpaid wages and
24 overtime, inaccurate wage statements, and waiting-time penalties).

25 31. As explained by the Ninth Circuit, “the amount-in-controversy inquiry in the removal
26 context is not confined to the face of the complaint.” *Valdez*, 372 F.3d at 1117; *see also Rodriguez*, 728
27 F.3d at 981; *Guglielmino*, 506 F.3d at 702.

1 32. **The Court Must Assume A 100% Violation Rate Based On Plaintiff’s Class-Wide**
2 **Allegations.** If a plaintiff asserts statutory violations, the court must assume that the violation rate is
3 100% unless the plaintiff specifically alleges otherwise:

4 As these allegations reveal, plaintiff includes no fact-specific allegations
5 that would result in a putative class or violation rate that is discernibly
6 smaller than 100%, used by defendant in its calculations. Plaintiff is the
7 “master of [her] claim[s],” and if she wanted to avoid removal, she could
8 have alleged facts specific to her claims which would narrow the scope of
9 the putative class or the damages sought. She did not.

10 *Muniz*, 2007 WL 1302504, at *4 (citing *Caterpillar, Inc. v. Williams*, 482 U.S. 386, 392 (1987)); *see*
11 *also Wheatley v. MasterBrand Cabinets*, 2019 WL 688209, at *5 (C.D. Cal. Feb. 19, 2019)
12 (“Defendant and the Court must rely on assumptions regarding the rate of the alleged violations ...
13 Plaintiff does not allege that some putative class members were subject to distinct policies. The Court
14 therefore finds the assumption that uniform ... policies were applied to *all* putative class members
15 reasonable”) (emphasis added); *Soratorio v. Tesoro Ref. and Mktg. Co., LLC*, 2017 WL 1520416, at
16 *3 (C.D. Cal. Apr. 26, 2017) (“Plaintiff’s Complaint could be reasonably read to allege a 100%
17 violation rate. The Complaint notes that Defendants ‘did not provide’ Plaintiff and the other class
18 members ‘a thirty minute meal period for every five hours worked,’ and that this was Defendant’s
19 ‘common practice.’ It also alleges that Defendants had a practice of ‘requiring employees to work for
20 four hours and more without a rest period’ and that Defendants had a ‘common practice’ of failing to
21 provide required breaks.”); *Arreola v. The Finish Line*, 2014 WL 6982571, *4 (N.D. Cal. Dec. 9,
22 2014) (“District courts in the Ninth Circuit have permitted a defendant removing an action under
23 CAFA to make assumptions when calculating the amount in controversy—such as assuming a 100
24 percent violation rate, or assuming that each member of the class will have experienced some type of
25 violation—when those assumptions are reasonable in light of the allegations in the complaint.”);
26 *Coleman v. Estes Express Lines, Inc.*, 730 F. Supp. 2d 1141, 1149 (C.D. Cal. 2010), *aff’d sub nom.*
27 *Coleman v. Estes Exp. Lines, Inc.*, 631 F.3d 1010 (9th Cir. 2011) (“[C]ourts have assumed a 100%
28 violation rate in calculating the amount in controversy when the complaint does not allege a more
precise calculation”).

1 33. Numerous other District Courts have similarly concluded that alleging a policy of
2 noncompliance in a complaint justifies the assumption of a 100 percent violation rate. *See Franke v.*
3 *Anderson Merchandisers LLC*, 2017 WL 3224656, at *2 (C.D. Cal. July 28, 2017) (“Courts in this
4 Circuit have generally found the amount in controversy satisfied where a defendant assumes a 100%
5 violation rate based on allegations of a ‘uniform’ illegal practice—or other similar language—and
6 where the plaintiff offers no evidence rebutting this violation rate”); *Torrez v. Freedom Mortg. Corp.*,
7 2017 WL 2713400, at *3-5 (C.D. Cal. June 22, 2017) (where complaint alleged “FMC engaged in a
8 pattern and practice of wage abuse against its hourly-paid or non-exempt employees within the state
9 of California,” the complaint “can reasonably be interpreted to imply nearly 100% violation rates”);
10 *Feao v. UFP Riverside, LLC*, 2017 WL 2836207, at *5 (C.D. Cal. June 26, 2017) (“Plaintiff’s
11 allegations contain no qualifying words such as ‘often’ or ‘sometimes’ to suggest less than uniform
12 violation that would preclude a 100 percent violation rate.”); *Ritenour v. Carrington Mortg. Servs.*
13 *LLC*, 228 F. Supp. 3d. 1025, 1030 (C.D. Cal. 2017) (“Given the vague language of the Complaint and
14 the broad definition of the class, it is reasonable for Defendants to assume a 100% violation rate –
15 especially since Plaintiffs offer no alternative rate to challenge Defendant’s calculations.”); *Jones v.*
16 *Tween Brands, Inc.*, 2014 WL 1607636, at *3 (C.D. Cal. Apr. 22, 2014) (using 100 percent violation
17 rate for waiting-time penalties since the complaint did not limit the number or frequency of
18 violations).

19 34. The alleged amount in controversy in this class action, in the aggregate, exceeds
20 \$5,000,000. For each of the classes, Plaintiff seeks to certify, and seeks relief on behalf of, “[a]ll
21 hourly-paid California citizens employed by Defendants as Customer Care Representatives . . .” (Ex.
22 A, FAC, ¶ 27.) Plaintiff also claims that “[t]he acts complained of herein occurred, occur and will
23 occur, at least in part, within the time period from four (4) years preceding the filing of the Original
24 Complaint herein, up to and through the time of trial for this matter . . .” (Ex. A, FAC, ¶ 3.) Given
25 that Plaintiff’s FAC was filed on July 30, 2020, for purposes of the calculations in this Notice of
26 Removal the “relevant time period” is from **July 30, 2016** until the present.

27 35. During the relevant time period identified in the FAC, Defendant employed
28 approximately 1,192 Customer Care Representatives in California, who worked a total of

1 approximately 155,369 workweeks. (Blackman Decl., ¶ 7.) The average hourly rate of pay for these
2 individuals is approximately \$19.23 per hour during the proposed class period. (Blackman Decl., ¶
3 7.)

4 36. Plaintiff seeks to recover, on behalf of herself and the alleged classes, unpaid wages
5 and penalties for Defendant’s alleged failure to pay minimum and overtime wages, failure to provide
6 meal periods, failure to pay all wages due upon resignation or termination of employment, failure to
7 timely furnish accurate itemized wage statements, and unfair business practices. (Ex. A, FAC, ¶ 7.)
8 Plaintiff also seeks attorneys’ fees and costs. (Ex. A, FAC, Prayer for Relief.) Plaintiff also seeks
9 civil penalties under PAGA. (Ex. A, FAC, ¶¶ 98-105.)

10 37. As set forth below, the alleged amount in controversy implicated by the class-wide
11 allegations exceeds \$5,000,000. **All calculations supporting the amount in controversy are based**
12 **on the FAC’s allegations, assuming, without any admission of the truth of the facts alleged and**
13 **assuming solely for purposes of this Notice of Removal that liability is established.**

14 38. The calculations below show that the alleged amount in controversy exceeds
15 \$5,000,000, when considering Customer Care Representatives in California such as Plaintiff.

16 **1. Unpaid Minimum Wage And Overtime Claims**

17 39. Plaintiff’s FAC alleges that “[w]ith regard to Defendants’ Customer Care
18 Representatives, Defendants have . . . [f]ailed to pay straight time, minimum and/or overtime wages
19 for all hours worked”. (Ex. A, FAC, ¶ 7.) Plaintiff claims that Defendant administered “a uniform
20 company policy and practice as to the pay policies regarding the members of the Wage Class; and . . .
21 [s]cheduled to work and/or required the members of the Wage Class to work without paying for all
22 time they were under Defendants’ control.” (Ex. A, FAC, ¶ 41.)

23 40. As stated above, during the relevant time period identified in the FAC, Defendant
24 employed approximately 1,192 Customer Care Representatives in California, who worked a total of
25 approximately 155,369 workweeks. (Blackman Decl., ¶ 7.) The average hourly rate of pay for these
26 individuals is approximately \$19.23 per hour during the proposed class period. (Blackman Decl., ¶
27 7.)
28

1 41. Plaintiff does not, however, provide any details in terms of how many hours per day or
2 week she and the putative class members allegedly worked without compensation. However,
3 activities that take only ten minutes or less outside an employee’s scheduled working hours are
4 generally considered *de minimis* outside of California, and thus not compensable. *See, e.g., Anderson v.*
5 *Mt. Clemens Pottery Co.*, 328 U.S. 680, 692 (1946); *Lindow v. United States*, 738 F.2d 1057, 1062,
6 1063 (9th Cir. 1984) (“[i]t is only when an employee is required to give up a substantial measure of his
7 time and effort that compensable working time is involved”; “most courts have found daily periods of
8 10 minutes *de minimis* even though otherwise compensable”). And, although the California Supreme
9 Court recently held that the *de minimis* doctrine may not be available in defending against unpaid wage
10 claims under the California Labor Code in many contexts, it addressed specifically instances involving
11 regular or routine minutes of off-the-clock work, and indicated that the defense may still be available in
12 the context of “minute or irregular” instances of compensable time. *Troester v. Starbucks Corp.*, 5 Cal.
13 5th 829, 835 (2018). Thus, in order to plead a claim for unpaid minimum wages or overtime wages,
14 Plaintiff’s allegations must necessarily involve time that is more than “*de minimis*” under California
15 law.

16 42. Although Defendant denies Plaintiff’s allegations or that she or the putative class are
17 entitled to any relief, it is reasonable to assume, based on Plaintiff’s allegations and the remaining
18 applicability of the *de minimis* rule, that employees worked, at minimum, one hour of unpaid time per
19 weeks, which comes out to 12 minutes of unpaid time per day. As numerous courts have held, an
20 estimate of at least one hour per class member per week is appropriate in light of Plaintiff’s allegation
21 that Defendant had a “pattern and practice” of wage abuse, including overtime violations. *See, e.g.,*
22 *Wheatley*, 2019 WL 688209, at *5 (finding an estimate of one hour per class member per week
23 appropriate where Plaintiff alleged a “a pattern and practice” of overtime violations); *Stanley v.*
24 *Distribution Alternatives, Inc.*, 2017 WL 6209822, at *2 (C.D. Cal. Dec. 7, 2017) (denying motion to
25 remand where, “[f]or the at-controversy overtime wages, [defendant] assumes that each of the class
26 members worked two hours of overtime each week during the class period”); *Patel v. Nike Retail*
27 *Servs., Inc.*, 58 F. Supp. 3d 1032, 1042 (N.D. Cal. 2014) (finding appropriate the assumption that each
28 class member is owed one hour of overtime compensation per week where the complaint alleged

1 overtime violations occurred “regularly”); *Oda v. Gucci Am. Inc.*, 2015 WL 93335 at *4 (C.D. Cal. Jan.
2 7, 2015) (finding reasonable an assumed violation rate of one hour of overtime per week where the
3 plaintiffs’ asserted the defendant “sometimes” failed to pay overtime); *Ray v. Wells Fargo Bank, N.A.*,
4 2011 WL 1790123, at *7 (C.D. Cal. May 9, 2011) (finding reasonable the defendant’s estimate of one
5 hour of unpaid overtime per week for each class member where the complaint alleged “consistent”
6 unpaid overtime work).

7 43. Accordingly, the reasonable estimate of the amount in controversy for Plaintiff’s unpaid
8 minimum wage and overtime cause of actions is approximately **\$2,987,745** (\$19.23/hour * 1.0 hour per
9 week * 155,369 workweeks).¹

10 2. Meal Period Claims

11 44. Plaintiff seeks payments for alleged denial of or missed or interrupted meal periods. (Ex.
12 A, FAC, ¶¶ 49-60.) Plaintiff’s FAC alleges that class members “[o]n one or more occasions . . . worked
13 over five (5) hours per shift and therefore were entitled to a meal period of not less than thirty (30)
14 minutes prior to exceeding five (5) hours of employment” and that class members “did not validly or
15 legally waive their meal periods, by mutual consent with Defendants or otherwise.” (Ex. A, FAC, ¶¶
16 55-56.) Plaintiff further alleges that “[a]s a matter of Defendants’ established company policy,
17 Defendants failed to always comply with meal period requirements . . . by failing to always provide the
18 members of the Meal Period Class with all legally required and compliant meal periods.” (Ex. A, FAC,
19 ¶ 58.)

20 45. For these alleged violations, Plaintiff seeks “one (1) additional hour of pay at each
21 employee’s regular rate of compensation for each work day that the meal period was not provided.”
22 (Ex. A, FAC, ¶ 59.)

23 46. California Labor Code Section 512 provides that “[a]n employer may not employ an
24 employee for a work period of more than five hours per day without providing the employee with a
25 meal period of not less than 30 minutes” California Labor Code Section 226.7 requires employers

26 ¹ Defendant’s calculations for Plaintiff’s minimum wage and overtime wage claims are very
27 conservative, in that they do not even consider the 50% premium necessary for overtime wages. If
28 Defendant were to treat the time as all overtime, then the potential amount in controversy for Plaintiff’s
minimum wage and overtime wage claims would be approximately \$4,481,618 (\$19.23/hour * 1.0 hour
per week * 155,369 workweeks * 1.5 OT premium).

1 to pay an extra hour's pay to employees who are not provided full or timely meal periods or rest
2 periods. Case law makes clear that an employee is entitled to an additional hour's wages per day, for
3 both a rest and meal period violation each day. *Lyon v. W. W. Grainger, Inc.*, 2010 WL 1753194, *4
4 (N.D. Cal. Apr. 29, 2010) (noting that Labor Code section 226.7 provides recovery for one meal break
5 violation per work day and one rest break violation per work day).

6 47. The statute of limitations for recovery for meal period premium pay under California
7 Labor Code section 226.7 pay is three years. *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094,
8 1099 (2007) (“[T]he remedy provided in Labor Code section 226.7 constitutes a wage or premium pay
9 and is governed by a three-year statute of limitations.”).

10 48. Plaintiff is silent as to the amount of alleged meal periods she claims to have been
11 denied, thereby precluding precise estimates of the amount in controversy. Defendant will
12 conservatively assume that putative class members were not provided just one meal period each
13 workweek. Where Plaintiff has alleged a policy of meal period violations, it is reasonable to assume
14 that there at least one meal period violation each week for every employee. Indeed, district courts have
15 consistently upheld even higher assumptions of meal period violations as plausible for purposes of
16 determining the amount in controversy. *See, e.g., Wheatley*, 2019 WL 688209, at *6 (finding an
17 estimate of five meal period and three rest break violations per week reasonable where Plaintiff alleged
18 a “a policy and practice” of meal and rest break violations); *Agredano v. Sw. Water Co.*, 2017 WL
19 2985395, at *6 (C.D. Cal. May 30, 2017) (“Plaintiff further alleges that Defendants ‘routinely’ and
20 ‘consistently’ failed to provide him and the putative class members with the required 30-minute lunch
21 break periods. Plaintiff does not limit the number of violations alleged in his Complaint, nor has he
22 offered any evidence that he or other putative class members missed fewer than five legally required
23 meal breaks per week. Thus, the Court finds that ‘Plaintiff’s own complaint alleges universal violations
24 of meal ... period laws’ such that Defendant’s ‘use of a 100% violation rate [five missed meal periods]
25 is proper.”); *Lopez v. Aerotek, Inc.*, 2015 WL 2342558, at *2 (C.D. Cal. May 14, 2015) (finding
26 defendant’s estimate of five meal period and five rest period violations was reasonable); *Coleman v.*
27 *Estes Express Lines, Inc.*, 730 F. Supp. 2d 1141, 1150 (C.D. Cal. 2010) (“Plaintiff included no
28 limitation on the number of violations, and, taking his complaint as true, Defendants could properly

1 calculate the amount in controversy based on a 100% violation rate,” i.e., 5 missed meal periods and
2 five missed rest breaks per week).

3 49. Customer Care Representatives in California worked a total of approximately 117,370
4 workweeks during the three year limitations period. (Blackman Decl., ¶ 7.) The average hourly rate of
5 pay for these individuals is approximately \$19.23 per hour during the proposed class period. (Blackman
6 Decl., ¶ 7.)

7 50. Although Defendant denies that Plaintiff (or any putative class member) is entitled to
8 any meal period premium payments, assuming just one meal period violation per week for each
9 putative class member, the amount in controversy would be approximately **\$2,257,025** (117,370
10 workweeks * \$19.23 per hour * 1 premium payment per week).

11 3. Waiting Time Penalties

12 51. Plaintiff’s FAC also alleges that Defendant failed to timely pay wages due, in violation
13 of California Labor Code §203. Plaintiff alleges that “Defendants had a consistent and uniform policy,
14 practice and procedure of willfully failing to pay the earned wages of Defendants’ former employees”
15 and that “Defendants willfully failed to pay the members of the LC 203 Class their entire wages due
16 and owing at the time of their termination or within seventy-two (72) hours of their resignation, and
17 failed to pay those sums for up to thirty (30) days thereafter.” (Ex. A, FAC, ¶¶ 76-77.)

18 52. On these grounds, Plaintiff seeks recovery under California Labor Code § 203. (Ex. A,
19 FAC, ¶ 79.) Under California Labor Code § 203, a discharged employee is entitled to penalties of up to
20 30 days’ pay at his or her regular pay. See Cal. Lab. Code § 203(a) (“If an employer willfully fails to
21 pay ... any wages of an employee who is discharged or who quits, the wages of the employee shall
22 continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is
23 commenced; but the wages shall not continue for more than 30 days”).

24 53. The statute of limitations period for California Labor Code § 203 penalties extends back
25 only three years from the date of filing of the complaint, or July 30, 2017. See *Pineda v. Bank of Am.,*
26 *N.A.*, 50 Cal. 4th 1389, 1399 (2010) (“if an employer failed to timely pay final wages to an employee
27 who quit or was fired, the employee would have had one year to sue for the section 203 penalties but,
28

1 under Code of Civil Procedure section 338, subdivision (a) (Stats.1935, ch. 581, § 1, p. 1673), three
2 years to sue for the unpaid final wages giving rise to the penalty”).

3 54. It is also reasonable to assume that each employee waited over 30 days for payment of
4 any allegedly unpaid wages. *See Tajonar v. Echosphere, LLC*, 2015 WL 4064642, at *4-5 (S.D. Cal.
5 July 2, 2015) (finding reasonable the defendant-employer’s assumption that each employee was entitled
6 to the maximum thirty-day penalty); *Byrd v. Masonite Corp.*, 2016 WL 2593912, at *3 (C.D. Cal. May
7 5, 2016) (“[I]t is not unreasonable for [defendant] to assume that each employee would be entitled to
8 the maximum wage penalty – thirty days – for waiting time violations”). In addition, because Plaintiff
9 does not allege that some (or any) class members worked part time, it is reasonable to assume that each
10 employee worked eight hour shifts. *See Wheatley*, 2019 WL 688209, at *6 (“it is reasonable for
11 Defendant to assume eight-hour shifts”).

12 55. During the relevant three-year time period for waiting time penalties, from July 30, 2017
13 to the present, there were a total of approximately 367 putative class members who were terminated
14 from employment with Defendant in California. (Blackman Decl., ¶ 7.)

15 56. Although Defendant disputes liability, a reasonable estimate of the amount in
16 controversy for waiting time penalties for the terminated putative class members is **\$1,693,778**
17 (\$19.23/hour * 8 hours/day * 30 days * 367 former employees).

18 **4. Wage Statement Penalties**

19 57. Plaintiff’s FAC alleges that “[a]s a pattern and practice, in violation of Labor Code
20 §226(a) and the IWC Wage Orders §7(A), Defendants did not and still do not furnish each of the Wage
21 Statement Class with an accurate itemized statement in writing . . .” (Ex. A, FAC, ¶ 65.) Based on this
22 alleged violation, Plaintiff claims that she and other class members are “entitled to fifty dollars (\$50.00)
23 per employee for the initial pay period in which a violation hereunder occurs and one hundred dollars
24 (\$100.00) per employee for each violation in a subsequent pay period, not to exceed an aggregate
25 penalty of four thousand dollars (\$4,000.00).” (Ex. A, FAC, ¶ 70.)

26 58. The statute of limitations for recovery of penalties under Labor Code § 226 is one year.
27 *Caliber Bodyworks, Inc. v. Sup. Ct.*, 134 Cal. App. 4th 365, 376 (2005); Cal. Civ. Proc. Code § 340(a).
28

1 Plaintiff filed her Complaint on July 30, 2020. Therefore, the statutory period for a claim under
2 California Labor Code § 226 runs from July 30, 2019 to the present.

3 59. Defendant pays its non-exempt employees every two weeks. (Blackman Decl., ¶ 8.) In
4 order to calculate the amount in controversy for Plaintiff's wage statement claim, Defendant determined
5 there are approximately 22,899 bi-weekly pay periods for the putative class members who have worked
6 for Defendant in the past year,. (Blackman Decl., ¶ 8.). During the relevant one-year time period for
7 wage statement penalties, from July 30, 2019 to the present, there were a total of approximately 831
8 putative class members who received wage statements from Defendant. (Blackman Decl., ¶ 8.)

9 60. Although Defendant disputes liability, a reasonable estimate of the amount in
10 controversy for waiting time penalties for the terminated putative class members is **\$2,248,350** (($\$50 * 831$
11 initial violations) + ($\$100 * 22,068$ remaining violations)).

12 **5. Approximate Aggregate Amount In Controversy**

13 61. Although Defendant denies Plaintiff's allegations that she or the putative class are
14 entitled to any relief for the above-mentioned claims, based on the forgoing calculations, the aggregate
15 amount in controversy for the putative class for all asserted claims, exclusive of attorneys' fees, is
16 approximately **\$9,186,898**, calculated as follows:

17	\$2,987,745	Unpaid Minimum Wages And Overtime Wages Claim
18	\$2,257,025	Meal Period Claim (Assuming Just 1 Missed Meal Period Per
19		Workweek)
20	\$1,693,778	Waiting Time Penalties
21	\$2,248,350	Wage Statement Penalties

22 62. The figures above do not take into account Plaintiff's claim for PAGA penalties,
23 attorneys' fees and costs, or Plaintiff's claim for liquidated damages for her unpaid minimum wage
24 claim.

25 **6. Attorneys' Fees**

26 63. Plaintiff also seeks attorneys' fees. (Ex. A, FAC, Prayer for Relief.) Requests for
27 attorneys' fees must also be taken into account in ascertaining the amount in controversy. *Galt G/S v.*
28 *JSS Scandinavia*, 142 F.3d 1150, 1156 (9th Cir. 1998) (claims for statutory attorneys' fees are to be

1 included in amount in controversy, regardless of whether award is discretionary or mandatory); *Brady v.*
2 *Mercedes-Benz USA, Inc.*, 243 F. Supp. 2d 1004, 1010-11 (N.D. Cal. 2002) (“Where the law entitles the
3 prevailing plaintiff to recover reasonable attorney fees, a reasonable estimate of fees likely to be
4 incurred to resolution is part of the benefit permissibly sought by the plaintiff and thus contributes to the
5 amount in controversy.”)

6 64. A reasonable estimate of fees likely to be recovered may be used in calculating the
7 amount in controversy. *Longmire v. HMS Host USA, Inc.*, 2012 WL 5928485, at *9 (S.D. Cal. Nov. 26,
8 2012) (“[C]ourts may take into account reasonable estimates of attorneys’ fees likely to be incurred
9 when analyzing disputes over the amount in controversy under CAFA.”) (citing *Brady*, 243 F. Supp. 2d
10 at 1010-11); *Muniz*, 2007 WL 1302504 at *4 (attorneys’ fees appropriately included in determining
11 amount in controversy).

12 65. In a recent decision, the Ninth Circuit held that “a court must include future attorneys’
13 fees recoverable by statute or contract when assessing whether the amount-in-controversy requirement is
14 met.” *Fritsch v. Swift Transp. Co. of Arizona, LLC*, 899 F.3d 785, 794 (9th Cir. 2018); see also *Chavez*
15 *v. JPMorgan Chase & Co.*, 888 F.3d 413, 414-15 (9th Cir. 2018) (“[T]he amount in controversy is not
16 limited to damages incurred prior to removal—for example, it is not limited to wages a plaintiff-
17 employee would have earned before removal (as opposed to after removal). Rather, the amount in
18 controversy is determined by the complaint operative at the time of removal and encompasses all relief a
19 court may grant on that complaint if the plaintiff is victorious.”); *Lucas v. Michael Kors (USA), Inc.*,
20 2018 WL 2146403 (C.D. Cal. May 9, 2018) (holding that “unaccrued post-removal attorneys’ fees can
21 be factored into the amount in controversy” for CAFA jurisdiction).

22 66. Indeed, the Ninth Circuit again very recently explicitly confirmed that “when a statute or
23 contract provides for the recovery of attorneys’ fees, prospective attorneys’ fees must be included in the
24 assessment of the amount in controversy,” including in the context of determining CAFA jurisdiction
25 and as a “principle[] that appl[ies] in CAFA removal cases.” *Arias*, 936 F.3d at 922.

26 67. In the class action context, courts have found that 25 percent of the aggregate amount in
27 controversy is a benchmark for attorneys’ fees award under the “percentage of fund” calculation and
28 courts may depart from this benchmark when warranted. See, e.g., *Wheatley*, 2019 WL 688209, at *6

1 (finding that an estimate of attorney's fees of 25% reasonable); *Ramos v. Schenker, Inc.*, 2018 WL
2 5779978, at *3 (C.D. Cal. Nov. 1, 2018) (“[T]he 25% benchmark provides a non-speculative guidepost
3 for assessing jurisdiction.”); *Campbell v. Vitran Exp., Inc.*, 471 F. App'x 646, 649 (9th Cir. 2012)
4 (attorneys' fees appropriately included in determining amount in controversy under CAFA); *Powers v.*
5 *Eichen*, 229 F.3d 1249, 1256-57 (9th Cir. 2000) (“We have also established twenty-five percent of the
6 recovery as a ‘benchmark’ for attorneys’ fees calculations under the percentage-of-recovery approach”);
7 *Wren v. RGIS Inventory Specialists*, 2011 U.S. Dist. LEXIS 38667 at *78-84 (N.D. Cal. Apr. 1, 2011)
8 (finding ample support for adjusting the 25% presumptive benchmark upward and found that plaintiffs’
9 request for attorneys’ fees in the amount of 42% of the total settlement payment was appropriate and
10 reasonable in the case); *Cicero v. DirecTV, Inc.*, 2010 U.S. Dist. LEXIS 86920 at *16-18 (C.D. Cal. July
11 27, 2010) (finding attorneys’ fees in the amount of 30% of the total gross settlement amount to be
12 reasonable); *see also In re Quintas Secs. Litig.*, 148 F. Supp. 2d 967, 973 (N.D. Cal. 2001) (noting that
13 in the class action settlement context the benchmark for setting attorneys’ fees is 25 percent of the
14 common fund). Even under the conservative benchmark of 25 percent of the total amount in controversy
15 for Plaintiff’s claims, attorneys’ fees alone would be upward of **\$2,296,724** in this case (\$9,186,898 total
16 amount in controversy * 0.25).

17 68. Although Defendant denies Plaintiff’s allegations that she or the putative class are
18 entitled to any relief, based on Plaintiff’s allegations and prayer for relief, and a conservative estimate
19 based on those allegations, the total amount in controversy is **\$11,483,622**, including attorneys’ fees.
20 This total amount in controversy far exceeds the \$5,000,000 threshold set forth under 28 U.S.C. §
21 1332(d)(2) for removal jurisdiction.

22 69. Accordingly, because diversity of citizenship exists, and the amount in controversy
23 exceeds \$5,000,000, this Court has original jurisdiction of this action pursuant to 28 U.S.C. section
24 1332(d)(2). This action is therefore a proper one for removal to this Court pursuant to 28 U.S.C. section
25 1441(a).

26 70. To the extent that Plaintiff has alleged any other claims for relief in the FAC over which
27 this Court would not have original jurisdiction under 28 U.S.C. section 1332(d), the Court has
28 supplemental jurisdiction over any such claims pursuant to 28 U.S.C. section 1367(a).

1 **IV. VENUE**

2 71. Venue lies in the United States District Court for the Southern District of California,
3 pursuant to 28 U.S.C. §§ 1391(a), 1441, and 84(a). This action originally was brought in San Diego
4 County Superior Court of the State of California, which is located within the Southern District of
5 California. 28 U.S.C. § 84(a). Therefore, venue is proper because it is the “district and division
6 embracing the place where such action is pending.” 28 U.S.C. § 1441(a).

7 **V. NOTICE TO STATE COURT AND TO PLAINTIFF**

8 72. Defendant will give prompt notice of the filing of this Notice of Removal to Plaintiff and
9 to the Clerk of the Superior Court of the State of California in the County of San Diego as required
10 under 28 U.S.C. § 1446(d).

11 **VI. PRAYER FOR REMOVAL**

12 73. WHEREFORE, Defendant prays that this civil action be removed from Superior Court of
13 the State of California for the County of San Diego to the United States District Court for the Southern
14 District of California

15 DATED: October 21, 2020

Respectfully submitted,

SEYFARTH SHAW LLP

18 By: /s/ Reiko Furuta

19 Brian Long
20 Reiko Furuta
21 Attorneys for Defendant

CIVIL COVER SHEET

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 VERONICA ARELLANO, an individual, on behalf of herself and all others similarly situated,

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Leonard H. Sansanowicz (SBN: 255729)
SANSANOWICZ LAW GROUP, P.C., 1635 Pontius Avenue, 2nd Floor,
Los Angeles, CA 90025-3361 (323) 677-0200

DEFENDANTS THE ANTHEM COMPANIES, INC., an Indiana corporation; and DOES 1 to 100, inclusive,

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

'20CV2071 GPC MDD

Attorneys (If Known)
Brian Long (SBN 232746) / Reiko Furuta (SBN 169206)
SEYFARTH SHAW LLP, 601 South Figueroa St., Suite 3300
Los Angeles, CA 90017-5793 (213) 270-9600

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)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

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 (specify)
- 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. §1332(d)(2) (Diversity under CAFA)
 Brief description of cause:
Class action alleging various wage and hour violations including failure to pay wages and to provide meal periods

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** 9,000,000.00 CHECK YES only if demanded in complaint: **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE Hon. Carolyn Kuhl, Los Angeles Superior DOCKET NUMBER Hills action, 20STCV01757

DATE 10/21/2020 SIGNATURE OF ATTORNEY OF RECORD /s/ Reiko Furuta

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

EXHIBIT A

SUMMONS
(CITACION JUDICIAL)

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

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
07/30/2020 at 03:25:00 PM
Clerk of the Superior Court
By Linda Sheffa, Deputy Clerk

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

THE ANTHEM COMPANIES, INC., an Indiana corporation; and
DOES 1 to 100, inclusive, Defendants.

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

VERONICA ARELLANO, an individual, on behalf of herself and all
others similarly situated, Plaintiff.

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

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

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

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

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

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

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

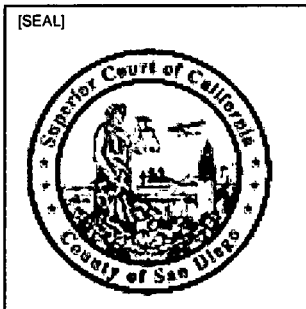
CASE NUMBER:
(Número del Caso):
37-2020-00026653-CU-OE-CTL

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):
Sansanowicz Law Group, P.C., 1635 Pontius Avenue, Second Floor, Los Angeles, CA 90025; (323)677-0200

DATE: 07/31/2020
(Fecha)

Clerk, by *L. Sheffa*, Deputy
(Secretario) L. Sheffa *(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

- as an individual defendant.
- as the person sued under the fictitious name of *(specify):*
- on behalf of *(specify):* THE ANTHEM COMPANIES, INC., an Indiana corporation
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):*
- by personal delivery on *(date):* 9/21/20

1 Leonard H. Sansanowicz (SBN 255729)
2 **SANSANOWICZ LAW GROUP, P.C.**
3 1635 Pontius Avenue, Second Floor
4 Los Angeles, CA 90025-3361
5 Tel: (323) 677-0200
6 Fax: (323) 549-0101
7 Email: leonard@law-slg.com

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
07/30/2020 at 09:14:08 AM
Clerk of the Superior Court
By Jose Hernandez, Deputy Clerk

5 Kevin T. Barnes, Esq. (SBN 138477)
6 **LAW OFFICES OF KEVIN T. BARNES**
7 1635 Pontius Avenue, Second Floor
8 Los Angeles, CA 90025-3361
9 Tel.: (323) 549-9100
0 Fax: (323) 549-0101
1 Email: Barnes@kbarnes.com

9 Attorneys for Plaintiff, Veronica Arellano,
10 on behalf of herself and others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN DIEGO**

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14 VERONICA ARELLANO, an individual, on
15 behalf of herself and all others similarly situated,

16 Plaintiff,

17 vs.

18 THE ANTHEM COMPANIES, INC., an Indiana
19 corporation; and DOES 1 to 100, inclusive,

20 Defendants.

Case No.: 37-2020-00026653-CU-OE-CTL

CLASS ACTION

COMPLAINT FOR:

- 1. **FAILURE TO PAY ALL WAGES;**
- 2. **FAILURE TO PROVIDE ALL MEAL PERIODS;**
- 3. **FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
- 4. **VIOLATIONS OF LABOR CODE §203;**
- 5. **UNFAIR BUSINESS PRACTICES; AND**
- 6. **DECLARATORY RELIEF**

DEMAND FOR JURY TRIAL

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1 Plaintiff Veronica Arellano, on behalf of herself and all others similarly situated (hereinafter
2 collectively referred to as “Plaintiffs”), hereby files this Complaint against Defendant The Anthem
3 Companies, Inc., an Indiana corporation, and DOES 1 to 100 (hereinafter collectively referred to as
4 “Defendants”). Plaintiffs are informed and believe, and on the basis of that information and belief,
5 allege as follows:

6 I.

7 **INTRODUCTION**

8 1. This is a civil action seeking recovery for Defendants’ violations of the California
9 Labor Code (“Labor Code”), California Business and Professions Code (“B&PC”), the applicable
10 Wage Orders issued by the California Industrial Welfare Commission (“IWC”) (hereinafter, the
11 “IWC Wage Orders”) and related common law principles.

12 2. Plaintiffs’ action seeks monetary damages, including full restitution from Defendants
13 as a result of Defendants’ unlawful, fraudulent and/or unfair business practices, as well as statutory
14 penalties.

15 3. The acts complained of herein occurred, occur and will occur, at least in part, within
16 the time period from four (4) years preceding the filing of the original Complaint herein, up to and
17 through the time of trial for this matter although this should not automatically be considered the
18 statute of limitations for any cause of action herein.

19 **RELEVANT JOB TITLES**

20 4. For introductory and general information only (and not to be considered a proposed
21 class definition), the relevant job titles held by the California citizens in this action are Defendants’
22 “Customer Care Representatives” (hereinafter including any of Defendants’ job positions with
23 substantially similar titles and/or duties).

24 5. During the relevant period, Defendants’ Customer Care Representatives are and were
25 paid by Defendants on an hourly basis.

26 6. The general obligations and responsibilities of Defendants’ Customer Care
27 Representatives are virtually identical from region to region, district to district, facility to facility,
28 and employee to employee. Any differences in job activities between the different individuals in

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1 these positions were and are legally insignificant to the issues presented by this action.

2 SUMMARY OF CLAIMS

- 3 7. With regard to Defendants' Customer Care Representatives, Defendants have:
- 4 a. Failed to pay straight time, minimum and/or overtime wages for all hours worked;
- 5 b. Failed to provide all legally required meal periods;
- 6 c. Failed to timely furnish accurate itemized wage statements;
- 7 d. Violated Labor Code §203; and
- 8 e. Conducted unfair business practices.

9 **II.**

10 **PARTIES**

11 PLAINTIFF VERONICA ARELLANO

12 8. Plaintiff Veronica Arellano ("Arellano") is an individual over the age of eighteen (18)
13 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

14 9. Plaintiff Arellano worked for Defendants as a Customer Care Representative from
15 approximately January 3, 2017 through June 1, 2020 in San Diego, California, which is in San
16 Diego County, California.

17 10. Plaintiff Arellano seeks recovery herein from Defendants because, with regard to
18 Plaintiff Arellano, while acting for Defendants in her capacity as a Customer Care Representative,
19 Defendants:

- 20 a. Failed to pay straight time, minimum and/or overtime wages for all hours worked;
- 21 b. Failed to provide all legally required meal periods;
- 22 c. Failed to timely furnish accurate itemized wage statements;
- 23 d. Violated Labor Code §203; and
- 24 e. Conducted unfair business practices.

25 DEFENDANT, THE ANTHEM COMPANIES, INC.

26 11. Defendant The Anthem Companies, Inc., is now and/or at all times mentioned in this
27 Complaint was an Indiana corporation and the owner and operator of an industry, business and/or
28 facility(/ies) licensed to do business and actually doing business in the State of California.

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1 DOES 1 TO 100, INCLUSIVE

2 12. DOES 1 to 100, inclusive are now, and/or at all times mentioned in this Complaint
3 were licensed to do business and/or actually doing business in California.

4 13. Plaintiffs do not know the true names or capacities, whether individual, partner or
5 corporate, of DOES 1 to 100, inclusive and for that reason, DOES 1 to 100 are sued under such
6 fictitious names pursuant to California Code of Civil Procedure (“CCP”) §474.

7 14. Plaintiffs will seek leave of court to amend this Complaint to allege such names and
8 capacities as soon as they are ascertained.

9 ALL DEFENDANTS

10 15. Defendants, and each of them, are now and/or at all times mentioned in this
11 Complaint were in some manner legally responsible for the events, happenings and circumstances
12 alleged in this Complaint.

13 16. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful
14 practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

15 17. Defendants, and each of them, are now and/or at all times mentioned in this
16 Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-
17 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
18 mentioned in this Complaint were acting within the course and scope of that agency, servitude
19 and/or employment.

20 18. Defendants, and each of them, are now and/or at all times mentioned in this
21 Complaint were members of and/or engaged in a joint venture, partnership and common enterprise,
22 and were acting within the course and scope of, and in pursuance of said joint venture, partnership
23 and common enterprise.

24 19. Defendants, and each of them, at all times mentioned in this Complaint concurred
25 and contributed to the various acts and omissions of each and every one of the other Defendants in
26 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

27 20. Defendants, and each of them, at all times mentioned in this Complaint approved of,
28 condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this

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1 Complaint.

2 21. Defendants, and each of them, at all times mentioned in this Complaint aided and
3 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
4 causing the damages alleged in this Complaint.

5 III.

6 JURISDICTION AND VENUE

7 22. The California Superior Court has jurisdiction in this matter due to Defendants'
8 aforementioned violations of California statutory law and/or related common law principles.

9 23. The California Superior Court also has jurisdiction in this matter because both the
10 individual and aggregate monetary damages and restitution sought herein exceed the minimal
11 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

12 24. The California Superior Court also has jurisdiction in this matter because during their
13 employment with Defendants, Plaintiff Arellano and the members of the putative Classes herein were
14 all California citizens. Further, there is no federal question at issue, as the issues herein are based solely
15 on California statutes and law.

16 25. Venue is proper in San Diego County pursuant to CCP §395(a) and CCP §395.5 in
17 that Defendant The Anthem Companies, Inc., contracted with Plaintiff Arellano to perform work
18 services in Defendants' San Diego call center.

19 IV.

20 CLASS ACTION ALLEGATIONS

21 26. CCP §382 provides in pertinent part: "...[W]hen the question is one of a common or
22 general interest, of many persons, or when the parties are numerous, and it is impracticable to bring
23 them all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this
24 suit as a class action pursuant to CCP §382.

25 27. The putative classes Plaintiffs will seek to certify are currently composed of and
26 defined as follows:

- 27 a. All hourly-paid California citizens employed by Defendants as Customer Care
28 Representatives (as defined, supra) during the relevant period who were subjected to

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1 Defendants' policies and practices regarding the payment of straight time, minimum
2 and/or overtime wages as specifically described herein (hereinafter, the "Wage
3 Class");

4 b. All hourly-paid California citizens employed by Defendants as Customer Care
5 Representatives (as defined, supra) during the relevant period who were subjected to
6 Defendants' policies and practices regarding meal periods as specifically described
7 herein (hereinafter, the "Meal Period Class");

8 c. All hourly-paid California citizens employed by Defendants as Customer Care
9 Representatives (as defined, supra) during the relevant period who were subjected to
10 Defendants' policies and practices regarding itemized wage statements as
11 specifically described herein (hereinafter, the "Wage Statement Class");

12 d. All formerly-employed California citizens employed by Defendants as Customer
13 Care Representatives (as defined, supra) during the relevant period who were
14 subjected to Defendants' policies and practices regarding Labor Code §203 and the
15 payment of final wages as specifically described herein (hereinafter, the "LC 203
16 Class"); and

17 e. All hourly-paid California citizens employed by Defendants as Customer Care
18 Representatives (as defined, supra) during the relevant period regarding whom
19 Defendants have engaged in unlawful, unfair and/or fraudulent business acts or
20 practices prohibited by B&PC §17200, et seq. as specifically described herein
21 (hereinafter, the "17200 Class").

22 28. The Wage Class, Meal Period Class, Wage Statement Class, LC 203 Class, and
23 17200 Class are herein collectively referred to as the "Classes."

24 29. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or
25 necessary to amend the definition of the Classes. Plaintiffs will formally define and designate a
26 class definition at such time when Plaintiffs seek to certify the Classes alleged herein.

27 30. Numerosity (CCP §382):

28 a. The potential quantity of members of the Classes as defined is so numerous that

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- 1 joinder of all members is unfeasible and impractical;
- 2 b. The disposition of the claims of the members of the Classes through this class action
- 3 will benefit both the parties and this Court;
- 4 c. The quantity of members of the Classes is unknown to Plaintiffs at this time;
- 5 however, it is estimated that the membership of the Classes numbers greater than 100
- 6 individuals; and
- 7 d. The quantity and identity of such membership is readily ascertainable via inspection
- 8 of Defendants' records.

9 31. Superiority (CCP §382): The nature of this action and the nature of the laws
10 available to Plaintiffs make the use of the class action format particularly efficient and the
11 appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein, as follows:

- 12 a. California has a public policy which encourages the use of the class action device;
- 13 b. By establishing a technique whereby the claims of many individuals can be resolved
- 14 at the same time, the class suit both eliminates the possibility of repetitious litigation
- 15 and provides small claimants with a method of obtaining redress for claims which
- 16 would otherwise be too small to warrant individual litigation;
- 17 c. This case involves large corporate Defendants and a large number of individual Class
- 18 members with many relatively small claims and common issues of law and fact;
- 19 d. If each individual member of the Classes was required to file an individual lawsuit,
- 20 the large corporate Defendants would necessarily gain an unconscionable advantage
- 21 because Defendants would be able to exploit and overwhelm the limited resources of
- 22 each individual member of the Classes with Defendants' vastly superior financial
- 23 and legal resources;
- 24 e. Requiring each individual member of the Classes to pursue an individual remedy
- 25 would also discourage the assertion of lawful claims by the members of the Classes
- 26 who would be disinclined to pursue an action against Defendants because of an
- 27 appreciable and justifiable fear of retaliation and permanent damage to their lives,
- 28 careers and well-being;

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- 1 f. Proof of a common business practice or fact pattern, which Class members
- 2 experienced, is representative of the Classes herein and will establish the right of
- 3 each of the members of the Classes to recover on the causes of action alleged herein;
- 4 g. Absent class treatment, the prosecution of separate actions by the individual members
- 5 of the Classes, even if possible, would likely create:
 - 6 i) a substantial risk of each individual plaintiff presenting in separate,
 - 7 duplicative proceedings the same or essentially similar arguments and
 - 8 evidence, including expert testimony;
 - 9 ii) a multiplicity of trials conducted at enormous expense to both the judicial
 - 10 system and the litigants;
 - 11 iii) inconsistent or varying verdicts or adjudications with respect to the
 - 12 individual members of the Classes against Defendants;
 - 13 iv) potentially incompatible standards of conduct for Defendants; and
 - 14 v) potentially incompatible legal determinations with respect to individual
 - 15 members of the Classes which would, as a practical matter, be dispositive
 - 16 of the interest of the other members of the Classes who are not parties to
 - 17 the adjudications or which would substantially impair or impede the
 - 18 ability of the members of the Classes to protect their interests.
- 19 h. The claims of the individual members of the Classes are not sufficiently large to
- 20 warrant vigorous individual prosecution considering all concomitant costs and
- 21 expenses attendant thereto;
- 22 i. Courts seeking to preserve efficiency and other benefits of class actions routinely
- 23 fashion methods to manage any individual questions; and
- 24 j. The Supreme Court of California urges trial courts, which have an obligation to
- 25 consider the use of innovative procedural tools to certify a manageable class, to be
- 26 procedurally innovative in managing class actions.

27 32. Well-defined Community of Interest: Plaintiffs also meet the established standards
28 for class certification (see, e.g. Lockheed Martin Corp. v. Superior Court (2003) 29 Cal.4th 1096),

1 as follows:

2 a. Typicality: The claims of Plaintiff Arellano are typical of the claims of all members
3 of the Classes she seeks to represent because all members of the Classes sustained
4 injuries and damages arising out of Defendants' common course of conduct in
5 violation of law and the injuries and damages of all members of the Classes were
6 caused by Defendants' wrongful conduct in violation of law, as alleged herein.

7 b. Adequacy: Plaintiff Arellano:

- 8 i) is an adequate representative of the Classes she seeks to represent;
9 ii) will fairly protect the interests of the members of the Classes;
10 iii) has no interests antagonistic to the members of the Classes; and
11 iv) will vigorously pursue this suit via attorneys who are competent, skilled
12 and experienced in litigating matters of this type.

13 c. Predominant Common Questions of Law or Fact: There are common questions of
14 law and/or fact as to the members of the Classes which predominate over questions
15 affecting only individual members of the Classes, including, without limitation:

- 16 i) Whether Defendants paid the legal and appropriate straight time pay,
17 minimum wage pay and/or overtime pay for all work hours to the
18 members of the Wage Class;
19 ii) Whether Defendants failed and continue to fail to provide legally required
20 meal periods to the members of the Meal Period Class in violation of the
21 Labor Code and Section 11 of the IWC Wage Orders;
22 iii) Whether Defendants failed to timely furnish accurate, itemized and legal
23 wage statements to the members of the Wage Statement Class;
24 iv) Whether Defendants are liable pursuant to Labor Code §203 to the
25 members of the LC 203 Class;
26 v) Whether Defendants' conduct constitutes unfair competition within the
27 meaning of B&PC §17200, et seq.;
28 vi) Whether Defendants' conduct constitutes unfair business practices within

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- 1 the meaning of B&PC §17200, et seq.;
- 2 vii) Whether the members of the Classes are entitled to compensatory
- 3 damages, and if so, the means of measuring such damages;
- 4 viii) Whether the members of the Classes are entitled to injunctive relief;
- 5 ix) Whether the members of the Classes are entitled to restitution; and
- 6 x) Whether Defendants are liable for attorneys’ fees and costs.

7 33. Whether each member of the Classes might be required to ultimately justify an
 8 individual claim does not preclude maintenance of a class action (see, e.g. Collins v. Rocha (1972)
 9 7 Cal.3d 232, 238).

V.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES

(On Behalf of the Wage Class)

(Against All Defendants)

16 34. Plaintiffs incorporate by reference and reallege each and every one of the allegations
 17 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

18 35. Labor Code §510(a) states in pertinent part: “Any work in excess of eight hours in
 19 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at
 20 the rate of no less than one and one-half times the regular rate of pay for any employee.”

21 36. Labor Code §1182.12, effective July 1, 2014, states: “Notwithstanding any other
 22 provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less
 23 than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all
 24 industries shall be not less than ten dollars (\$10) per hour.” Further, pursuant to Labor Code
 25 §1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage shall
 26 be as follows: “From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and fifty cents
 27 (\$10.50) per hour.” Pursuant to Labor Code §1182.12(b)(1)(B), for any employer who employs 26 or
 28 more employees, the minimum wage shall be as follows: “From January 1, 2018, to December 31,

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1 2018, inclusive, - eleven dollars (\$11) per hour.” Pursuant to Labor Code §1182.12(b)(1)(C), for any
2 employer who employs 26 or more employees, the minimum wage shall be as follows: “From
3 January 1, 2019, to December 31, 2019, inclusive, - twelve dollars (\$12) per hour.” Pursuant to
4 Labor Code §1182.12(b)(1)(D), for any employer who employs 26 or more employees, the minimum
5 wage shall be as follows: “From January 1, 2020, to December 31, 2020, inclusive, - thirteen dollars
6 (\$13) per hour.” Pursuant to Labor Code §1182.12(b)(1)(E), for any employer who employs 26 or
7 more employees, the minimum wage shall be as follows: “From January 1, 2021, to December 31,
8 2021, inclusive, - fourteen dollars (\$14) per hour.” Finally, pursuant to Labor Code
9 §1182.12(b)(1)(F), for any employer who employs 26 or more employees, the minimum wage shall
10 be as follows: “From January 1, 2022, and until adjusted by subdivision (c) - fifteen dollars (\$15) per
11 hour.”

12 37. Labor Code §§1194(a) states: “Notwithstanding any agreement to work for a lesser
13 wage, any employee receiving less than the legal minimum wage or the legal overtime compensation
14 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full
15 amount of this minimum wage or overtime compensation, including interest thereon, reasonable
16 attorney’s fees, and costs of suit.”

17 38. Further, pursuant to Labor Code §1197, payment of less than the minimum wage
18 fixed by the Labor Commission is unlawful.

19 39. Pursuant to Labor Code §1198, it is unlawful to employ persons for longer than the
20 hours set by the IWC or under conditions prohibited by the IWC Wage Order(s).

21 40 Pursuant to the IWC Wage Order(s), Defendants are required to pay the members of
22 the Wage Class for all hours worked, meaning the time during which an employee is subject to the
23 control of an employer, including all the time the employee is suffered or permitted to work, whether
24 or not required to do so.

25 41. Defendants, as a matter of established company policy and procedure, at each and
26 every one of the individual facilities owned and/or operated by Defendants, consistently:

27 a. Administered a uniform company policy and practice as to the pay policies regarding
28 the members of the Wage Class; and

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1 b. Scheduled to work and/or required the members of the Wage Class to work without
2 paying for all time they were under Defendants' control.

3 42. Because Defendants required the members of the Wage Class to remain under
4 Defendants' control without paying therefore, this resulted in the members of the Wage Class
5 earning less than the legal minimum wage in the State of California.

6 43. Defendants' pattern, practice and uniform administration of corporate policy
7 regarding illegal employee compensation described herein is unlawful and creates an entitlement,
8 pursuant to Labor Code §218, to recovery by Plaintiffs and members of the Wage Class, in a civil
9 action, of the unpaid balance of the full amount of wages owing, calculated at the appropriate rate.

10 44. Further, Defendants' pattern and practice in uniform administration of corporate
11 policy regarding Defendants' failure to pay the legal minimum wage to the members of the Wage
12 Class as described herein is unlawful and creates entitlement, pursuant to Labor Code §1194(a), to
13 recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the full
14 amount of the unpaid minimum wages owed, calculated as the difference between the straight time
15 compensation paid and the applicable minimum wage, including interest thereon.

16 45. Pursuant to Labor Code §1194.2(a) (which provides that in any action under Labor
17 Code §1194, an employee shall be entitled to recover liquidated damages), the members of the Wage
18 Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours of
19 work (not including the overtime portion thereof) in an amount equal to the wages unlawfully unpaid
20 and interest thereon.

21 46. That calculation of individual damages for the members of the Wage Class may at
22 some point be required does not foreclose the possibility of taking common evidence on questions
23 regarding their entitlement to overtime compensation (see, e.g. Collins, supra, 7 Cal.3d 232; Hypolite
24 v. Carleson (1975) 52 Cal.App.3d 566; Employment Dev. Dept. v. Super. Ct. (1981) 30 Cal.3d 256).

25 47. Pursuant to Labor Code §218.6, Labor Code §1194(a) and CC §3287, the members
26 of the Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

27 48. Pursuant to Labor Code §218.5 and/or Labor Code §1194, the members of the Wage
28 Class request the Court award reasonable attorneys' fees and costs incurred by them in this action.

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SECOND CAUSE OF ACTION
FAILURE TO PROVIDE ALL MEAL PERIODS
(On Behalf of the Meal Period Class)
(Against All Defendants)

49. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

50. Labor Code §226.7(b) provides that “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

51. Labor Code §512 provides that “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

52. Labor Code §516 provides that the IWC “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

53. Section 11(C) of the IWC Wage Orders provides that “Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

54. Section 11(D) of the IWC Wage Order(s) provides that “If an employer fails to

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1 provide an employee a meal period in accordance with the applicable provisions of this order, the
2 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
3 compensation for each workday that the meal period is not provided.”

4 55. On one or more occasions, the members of the Meal Period Class worked over five
5 (5) hours per shift and therefore were entitled to a meal period of not less than thirty (30) minutes
6 prior to exceeding five (5) hours of employment.

7 56. The members of the Meal Period Class did not validly or legally waive their meal
8 periods, by mutual consent with Defendants or otherwise.

9 57. The members of the Meal Period Class did not enter into any written agreement with
10 Defendants agreeing to an on-the-job paid meal period.

11 58. As a matter of Defendants’ established company policy, Defendants failed to always
12 comply with meal period requirements established by Labor Code §226.7, Labor Code §512, Labor
13 Code §516 and Section 11 of the IWC Wage Order(s) by failing to always provide the members of
14 the Meal Period Class with all legally required and compliant meal periods.

15 59. Pursuant to Section 11(D) of the IWC Wage Order(s) and Labor Code §226.7(c),
16 which states “If an employer fails to provide an employee a meal or rest or recovery period in
17 accordance with a state law, including, but not limited to, an applicable statute or applicable
18 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
19 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay
20 the employee one additional hour of pay at the employee's regular rate of compensation for each
21 workday that the meal or rest or recovery period is not provided.” the members of the Meal Period
22 Class are entitled to damages in an amount equal to one (1) additional hour of pay at each
23 employee’s regular rate of compensation for each work day that the meal period was not provided,
24 in a sum to be proven at trial.

25 60. Pursuant to Labor Code §218.6 and CC §3287, the members of the Meal Period
26 Class seek recovery of pre-judgment interest on all amounts recovered herein.

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THIRD CAUSE OF ACTION
FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(On Behalf of the Wage Statement Class)
(Against All Defendants)

61. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

62. Labor Code §226(a) states in pertinent part: “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee....”.

63. Further, the IWC Wage Orders §7(A) states in pertinent part: “(A) Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates of pay....”

64. Therefore, pursuant to Labor Code §226(a) and the IWC Wage Orders §7(A), California employers are required to maintain accurate records pertaining to the total hours worked for Defendants by the members of the Wage Statement Class, including but not limited to, beginning and ending of each work period, meal period and split shift interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

65. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders §7(A), Defendants did not and still do not furnish each of the members of the Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5) all

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1 applicable hourly rates in effect during each respective pay period and the corresponding number of
2 hours worked at each hourly rate by each respective individual.

3 66. As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify an employee
4 suffers injury if the employer fails to provide accurate and complete information as required by any
5 one or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot promptly and easily
6 ascertain requisite information without reference to other documents or information.

7 67. Here, the members of Wage Statement Class suffered injury because Defendants
8 failed to provide accurate and complete information as required by one or more items listed in
9 Labor Code §226(a)(1)-(9) and the Wage Statement Class members could not and cannot promptly
10 and easily ascertain requisite information without reference to other documents or information.

11 68. In addition, the members of the Wage Statement Class have suffered injury as a
12 result of Defendants' failure to maintain accurate records for the members of the Wage Statement
13 Class in that the members of the Wage Statement Class were not timely provided written accurate
14 itemized statements showing all requisite information, including but not limited to total hours
15 worked by the employee, net wages earned and all applicable hourly rates in effect during the pay
16 period and the corresponding number of hours worked at each hourly rate, in violation of Labor
17 Code §226 and the IWC Wage Orders §7(A), such that the members of the Wage Statement Class
18 were misled by Defendants as to the correct information regarding various items, including but not
19 limited to total hours worked by the employee, net wages earned and all applicable hourly rates in
20 effect during the pay period and the corresponding number of hours worked at each hourly rate.

21 69. The actual injuries suffered by the members of the Wage Statement Class as a result
22 of Defendants' knowing and intentional failure to maintain accurate records for the members of the
23 Wage Statement Class include but are not limited to:

- 24 a. Confusion over whether they received all wages owed them by Defendants;
- 25 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 26 c. Being forced to engage in mathematical computations to analyze whether
27 Defendants' wages in fact compensated for all hours worked;
- 28 d. The inability to accurately calculate wage rates complicated by the fact that wage

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- 1 statement information required by Labor Code §226 is missing;
- 2 e. That such practice prevents the members of the Wage Statement Class from being
- 3 able to effectively challenge information on their wage statements; and/or
- 4 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
- 5 required to collect and analyze the very information that California law requires.

6 70. Pursuant to Labor Code §226(e), the members of the Wage Statement Class are

7 entitled to fifty dollars (\$50.00) per employee for the initial pay period in which a violation

8 hereunder occurs and one hundred dollars (\$100.00) per employee for each violation in a

9 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

10 71. Per Labor Code §226(g), currently employed members of the Wage Statement Class

11 are entitled to injunctive relief to ensure Defendants' compliance with Labor Code §226.

12 72. Pursuant to Labor Code §226(e) and/or §226(g), the members of the Wage Statement

13 Class request the Court award reasonable attorneys' fees and costs incurred by them in this action.

14 **FOURTH CAUSE OF ACTION**

15 **VIOLATIONS OF LABOR CODE §203**

16 **(On Behalf of the LC 203 Class)**

17 **(Against All Defendants)**

18 73. Plaintiffs incorporate by reference and reallege each and every one of the allegations

19 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

20 74. Labor Code §203 provides that if an employer willfully fails to pay, without

21 abatement or reduction, in accordance with Labor Code §§201 and 202, any wages of an employee

22 who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to

23 thirty (30) days from the due date thereof, until paid or until an action therefore is commenced.

24 75. The members of the LC 203 Class are no longer employed by Defendants as they

25 were either discharged from or quit Defendants' employ.

26 76. Defendants had a consistent and uniform policy, practice and procedure of willfully

27 failing to pay the earned wages of Defendants' former employees, according to amendment or

28 proof.

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1 77. Defendants willfully failed to pay the members of the LC 203 Class their entire
 2 wages due and owing at the time of their termination or within seventy-two (72) hours of their
 3 resignation, and failed to pay those sums for up to thirty (30) days thereafter.

4 78. Defendants’ willful failure to pay wages to the members of the LC 203 Class violates
 5 Labor Code §203 because Defendants knew or should have known wages were due to the members
 6 of the LC 203 Class, but Defendants failed to pay them.

7 79. Thus, the members of the LC 203 Class are entitled to recovery pursuant to Labor
 8 Code §203.

FIFTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES
(On Behalf of the 17200 Class)
(Against All Defendants)

13 80. Plaintiffs incorporate by reference and reallege each and every one of the allegations
 14 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

15 81. B&PC §17200 provides in pertinent part “[U]nfair competition shall mean and
 16 include any unlawful, unfair or fraudulent business act...”.

17 82. B&PC §17205 provides that unless otherwise expressly provided, the remedies or
 18 penalties provided for unfair competition “are cumulative to each other and to the remedies or
 19 penalties available under all other laws of this state.”

20 83. B&PC §17204 provides that an action for any relief from unfair competition may be
 21 prosecuted by any person who has suffered injury in fact and has lost money or property as a result
 22 of such unfair competition.

23 84. Defendants have engaged in unlawful, unfair and fraudulent business acts or
 24 practices prohibited by B&PC §17200, including those set forth in the preceding and foregoing
 25 paragraphs of the complaint, thereby depriving the members of the 17200 Class of the minimum
 26 working standards and conditions due to them under the Labor Code and/or the IWC Wage Orders,
 27 as specifically described herein.

28 85. Defendants have engaged in unfair business practices in California by practicing,

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1 employing and utilizing the employment practices outlined in the preceding paragraphs,
2 specifically, by requiring employees to perform the labor services complained of herein without the
3 requisite compensation.

4 86. Defendants' use of such practices constitutes an unfair business practice, unfair
5 competition and provides an unfair advantage over Defendants' competitors.

6 87. Plaintiffs have suffered injury in fact and have lost money or property as a result of
7 such unfair competition.

8 88. Plaintiffs seek full restitution from Defendants, as necessary and according to proof,
9 to restore any and all monies withheld, acquired and/or converted by Defendants by means of the
10 unfair practices complained of herein.

11 89. Further, if Defendants are not enjoined from the above conduct, Defendants will
12 continue to practice, employ and utilize the above-outlined employment practices.

13 90. Therefore, Plaintiffs request that the Court issue a preliminary and permanent
14 injunction prohibiting Defendants from engaging in the foregoing conduct.

15 91. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total
16 monetary relief sought from Defendants.

17 **SIXTH CAUSE OF ACTION**

18 **DECLARATORY RELIEF [CCP §1060]**

19 **(On Behalf of Plaintiffs and All Others Similarly Situated)**

20 **(Against All Defendants)**

21 92. Plaintiffs incorporate by reference and reallege each and every one of the allegations
22 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

23 93. CCP §1060 provides that any person who desires a declaration of his or her rights or
24 duties with respect to another, in cases of actual controversy relating to the legal rights and duties of
25 the respective parties, may ask the Court for a declaration of rights or duties, and the Court may
26 make a binding declaration of these rights or duties, whether or not further relief is or could be
27 claimed at the time; any such declaration by the Court shall have the force of a final judgment.

28 94. Defendants continue to this day to engage in some or all of the unlawful and unfair

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1 conduct as described herein.

2 95. An actual controversy exists in that Defendants assert they have the legal right to
3 perform the acts as described herein.

4 96. Plaintiffs desire a declaration as to the rights of Plaintiffs and all others similarly
5 situated with respect to Defendants' unlawful and unfair conduct, as described herein.

6 97. It is therefore necessary that the Court declare the rights and duties of the parties hereto.

7 VI.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiffs pray:

10 a. That the Court issue an Order certifying the Classes herein, appointing all named
11 Plaintiffs as representative of all others similarly situated, and appointing all law firms representing
12 all named Plaintiffs as counsel for the members of the Classes;

13 As to the First Cause of Action for Failure to Pay All Wages:

14 b. For recovery of the unpaid balance of the full amount of the straight time;
15 compensation due and owing, according to proof;

16 c. For liquidated damages on the straight-time portion of uncompensated hours of work
17 (not including the overtime portion thereof), as authorized by Labor Code §1194.2(a);

18 d. For recovery of the unpaid balance of the full amount of overtime compensation due
19 and owing, calculated at the appropriate rate and according to proof;

20 e. For pre-judgment interest as allowed by Labor Code §218.6, Labor Code §1194(a)
21 and CC §3287;

22 f. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5
23 and/or Labor Code §1194(a);

24 As to the Second Cause of Action for Failure to Provide Meal Periods:

25 o. For one (1) hour of pay at the regular rate of compensation for each member of the
26 Meal Period Class for each workday that a meal or rest period was not provided;

27 p. For pre-judgment interest as authorized by Labor Code §218.6 and CC §3287;

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1 As to the Third Cause of Action for Failure to Timely Furnish Accurate Itemized Wage Statements:

- 2 q. For recovery as authorized by Labor Code §226(e);
3 r. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e)
4 and/or §226(g);

5 As to the Fourth Cause of Action for Violations of Labor Code §203:

- 6 s. For recovery as authorized by Labor Code §203;

7 As to the Fifth Cause of Action for Unfair Business Practices:

8 t. For an accounting, under administration of Plaintiffs and/or the receiver and subject to
9 Court review, to determine the amount to be returned by Defendants, and the amounts to be
10 refunded to members of the Classes who are owed monies by Defendants;

11 u. For an Order requiring Defendants to identify each of the members of the Classes by
12 name, home address, home telephone number and, if available, email address;

13 v. For an Order requiring Defendants to make full restitution and payment pursuant to
14 California law;

15 w. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from
16 engaging in the acts complained of herein;

17 x. For the creation of an administrative process wherein each injured member of the
18 Classes may submit a claim in order to receive his/her money;

19 y. For all other appropriate injunctive, declaratory and equitable relief;

20 z. For interest to the extent permitted by law;

21 aa. For an award of attorneys' fees and costs incurred in the investigation, filing and
22 prosecution of this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor Code §1194
23 and/or any other applicable provision of law;

24 As to the Sixth Cause of Action for Declaratory Relief:

25 bb. For a Declaration from the Court determining the rights of Plaintiffs and all others
26 similarly situated regarding Defendants' unlawful and unfair conduct as described herein;

27 cc. For such further Declaration of rights as the Court may deem proper;

28 dd. For payment of costs and attorneys' fees from the amount recovered for the common

1 benefit of Plaintiffs and all others similarly situated;

2 As to All Causes of Action:

3 ee. For such relief as this Court may deem just and proper, including reasonable attorneys'
4 fees and costs incurred.

5 **VII.**
6 **DEMAND FOR JURY TRIAL**

7 Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

8 DATED: July 30, 2020

SANSANOWICZ LAW GROUP, P.C.

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10
11 Leonard H. Sansanowicz, Esq.
12 Attorneys for Plaintiffs

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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Leonard H. Sansanowicz, Esq. (SBN 255729) Sansanowicz Law Group, P.C. 1635 Pontius Avenue, Second Floor Los Angeles, CA 90025 TELEPHONE NO.: (323) 677-0200 FAX NO.: (323) 549-0101 ATTORNEY FOR (Name): Plaintiff Veronica Arellano	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 07/30/2020 at 09:14:08 AM Clerk of the Superior Court By Jose Hernandez, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Hall of Justice Courthouse	CASE NAME: Arellano v. The Anthem Companies, Inc.
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: 37-2020-00026653-CU-OE-CTL	JUDGE: Judge Gregory W Pollack DEPT:

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

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

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input 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 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): Six (failure to pay wages or provide meal periods, 226/203 penalties, UCL)
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: July 30, 2020
 Leonard Sansanowicz
 (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.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES**Auto Tort**

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
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) 450-7071	
PLAINTIFF(S) / PETITIONER(S): Veronica Arellano	
DEFENDANT(S) / RESPONDENT(S): The Anthem Companies Inc	
ARELLANO VS THE ANTHEM COMPANIES INC [E-FILE]	
NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE on MANDATORY eFILE CASE	CASE NUMBER: 37-2020-00026653-CU-OE-CTL

CASE ASSIGNED FOR ALL PURPOSES TO:

Judge: Gregory W Pollack

Department: C-71

COMPLAINT/PETITION FILED: 07/30/2020

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	02/26/2021	01:30 pm	C-71	Gregory W Pollack

Due to the COVID-19 pandemic, all hearings will be conducted remotely until further notice. Absent an order of the court, personal appearances at the hearing will not be allowed. For information on arranging telephonic or video appearances, contact CourtCall at (888)882-6878, or at www.courtcall.com. Please make arrangements with CourtCall as soon as possible.

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. 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.sdscourt.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).



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LAW GROUP, P.C.

1635 Pontius Ave, Second Floor | Los Angeles, CA 90025

Tel: (323) 677-0200 | Fax: (323) 549-0101

July 29, 2020

VIA ELECTRONIC MAIL (\$75 filing fee to follow by mail)

Check to be mailed to:
Department of Industrial Relations
Accounting Unit [payment of \$75.00 filing fee]
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: The Anthem Companies, Inc. (hereafter, "Employer")

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE §2699.3

To: PAGA Administrator, Calif. Labor and Workforce Development Agency, and Employer

From: Veronica Arellano ("Employee"), subjected to the Labor Code violations set forth below

Employee, through the above-named counsel, submits this Notice, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a)/(c), and alleges the facts and theories to support the below alleged violations. Unless the Labor & Workforce Development Agency ("LWDA") proceeds against Employer, Employee intends to pursue a civil action against Employer, seeking attorney fees and penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

Employer employed Employee as a Customer Care Representative (CCR) from approximately January 3, 2017 through June 1, 2020 in Employer's San Diego call center. Employee was always an hourly-paid, non-exempt worker and always worked as a CCR for Employer.

During the applicable period, Employer utilized consistent policies and procedures regarding Employee and others similarly aggrieved, allegedly in violation of Labor Code §§201-203, 204, 226, 510, 1194, 1197 and 1198, as follows:

First, Employer required Employee and other similarly aggrieved CCRs to be at their workstations ready to take their first call at their scheduled shift start time. This required CCRs to log on to Employer's computers and then open and load software before being able to clock in. As such, allegedly in violation of Labor Code §§204, 510, 1194, 1197 and 1198 and the applicable Industrial Wage Order, Employer (by failing to pay Employee and other similarly aggrieved employees for all hours worked) failed to pay all straight time, minimum wages and overtime premium wages due for the time Employee and all other similarly situated aggrieved employees were subject to Employer's control. As such, Employer owes penalties pursuant to Labor Code §§2699(f), 1197.1, and/or 558

Second, although Employer provided Employee and other aggrieved employees meal breaks at

regularly scheduled times, Employer also required, as a matter of policy, that Employee and all other aggrieved employees take phone calls when they came in, right up until the employees' scheduled break times. At times, Employee and other aggrieved employees had to take work-related phone calls that began as late as one minute before their scheduled meal breaks and lasted so long that the aggrieved employees were unable to begin their meal periods until after the beginning of their sixth hour of work. As such, Employer failed to always provide Employee and other aggrieved employees complete and uninterrupted 30-minute meal breaks before the beginning of their sixth hour of work. Employer did not always pay a meal period penalty for these violations, either. As such, the Employer violated Labor Code §§226.7, 512 and 516 and the applicable Industrial Wage Order, ¶11, and owes penalties pursuant to Labor Code §§2699(f) and/or 558.

Third, pursuant to Labor Code §226 and the applicable Wage Order, Employer is required to include certain information on a paystub, including but not limited to gross wages earned, total hours worked, and net wages earned. Here, because of Employer's illegal wage and hour policies as set forth above, all wages earned were not reflected on the wage statements provided by Employer to Employee and all other similarly aggrieved employees, and Employer issued improper wage statements. As such, Employer derivatively violated Labor Code §226, and owes penalties pursuant to Labor Code §§2699(f) and/or 226.3.

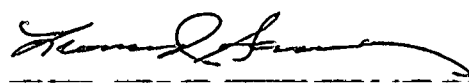
Fourth, pursuant to Labor Code §203, Employee and other similarly aggrieved employees are entitled to thirty days of wages at their regular rate of pay for Employer's failure to pay all wages due upon separation of employment. Here, because of Employer's illegal wage and hour policies as set forth above, Employer derivatively violated Labor Code §§201-203 and owes penalties pursuant to Labor Code §2699(f).

Pursuant to Labor Code §2699.3(c)(2)(A), Employer may cure some of the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

We understand that if we do not receive a response within sixty-five (65) calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then Employee may immediately thereafter commence a civil action against Employer pursuant to Labor Code §2699. Please advise within sixty-five (65) calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Thank you for your consideration.

Very Truly Yours,



Leonard H. Sansanowicz

cc: (via certified mail: 7018 1830 0001 8023 5945) The Anthem Companies, Inc., c/o CT Corporation System, 818 West Seventh Street, Suite 930, Los Angeles, CA 90017

EXHIBIT B

1 Leonard H. Sansanowicz (SBN 255729)
2 **SANSANOWICZ LAW GROUP, P.C.**
3 1635 Pontius Avenue, Second Floor
4 Los Angeles, CA 90025-3361
5 Tel: (323) 677-0200
6 Fax: (323) 549-0101
7 Email: leonard@law-slg.com

8 Kevin T. Barnes, Esq. (SBN 138477)
9 **LAW OFFICES OF KEVIN T. BARNES**
10 1635 Pontius Avenue, Second Floor
11 Los Angeles, CA 90025-3361
12 Tel.: (323) 549-9100
13 Fax: (323) 549-0101
14 Email: Barnes@kbarnes.com

15 Attorneys for Plaintiff, Veronica Arellano,
16 on behalf of herself and others similarly situated

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF SAN DIEGO**

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19 VERONICA ARELLANO, an individual, on
20 behalf of herself and all others similarly situated,

21 Plaintiff,

22 vs.

23 THE ANTHEM COMPANIES, INC., an Indiana
24 corporation; and DOES 1 to 100, inclusive,

25 Defendants.

) **CLASS ACTION**

) Case No.: 37-2020-00026653-CU-OE-CTL

) *[Assigned for all purposes to the Honorable*
) *Gregory W. Pollack, Department C-71]*

) **FIRST AMENDED COMPLAINT FOR:**

-) 1. **FAILURE TO PAY ALL WAGES;**
-) 2. **FAILURE TO PROVIDE ALL MEAL PERIODS;**
-) 3. **FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
-) 4. **VIOLATIONS OF LABOR CODE §203;**
-) 5. **UNFAIR BUSINESS PRACTICES;**
-) 6. **DECLARATORY RELIEF; AND**
-) 7. **CIVIL PENALTIES PURSUANT TO LABOR CODE §2699.**

) **DEMAND FOR JURY TRIAL**

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1 Plaintiff Veronica Arellano, on behalf of herself and all others similarly situated (hereinafter
2 collectively referred to as "Plaintiffs"), hereby files this Complaint against Defendant The Anthem
3 Companies, Inc., an Indiana corporation, and DOES 1 to 100 (hereinafter collectively referred to as
4 "Defendants"). Plaintiffs are informed and believe, and on the basis of that information and belief,
5 allege as follows:

6 I.

7 INTRODUCTION

8 1. This is a civil action seeking recovery for Defendants' violations of the California
9 Labor Code ("Labor Code"), California Business and Professions Code ("B&PC"), the applicable
10 Wage Orders issued by the California Industrial Welfare Commission ("IWC") (hereinafter, the
11 "IWC Wage Orders") and related common law principles.

12 2. Plaintiffs' action seeks monetary damages, including full restitution from Defendants
13 as a result of Defendants' unlawful, fraudulent and/or unfair business practices, as well as statutory
14 penalties.

15 3. The acts complained of herein occurred, occur and will occur, at least in part, within
16 the time period from four (4) years preceding the filing of the original Complaint herein, up to and
17 through the time of trial for this matter although this should not automatically be considered the
18 statute of limitations for any cause of action herein.

19 RELEVANT JOB TITLES

20 4. For introductory and general information only (and not to be considered a proposed
21 class definition), the relevant job titles held by the California citizens in this action are Defendants'
22 "Customer Care Representatives" (hereinafter including any of Defendants' job positions with
23 substantially similar titles and/or duties).

24 5. During the relevant period, Defendants' Customer Care Representatives are and were
25 paid by Defendants on an hourly basis.

26 6. The general obligations and responsibilities of Defendants' Customer Care
27 Representatives are virtually identical from region to region, district to district, facility to facility,
28 and employee to employee. Any differences in job activities between the different individuals in

1 these positions were and are legally insignificant to the issues presented by this action.

2 SUMMARY OF CLAIMS

- 3 7. With regard to Defendants’ Customer Care Representatives, Defendants have:
 - 4 a. Failed to pay straight time, minimum and/or overtime wages for all hours worked;
 - 5 b. Failed to provide all legally required meal periods;
 - 6 c. Failed to timely furnish accurate itemized wage statements;
 - 7 d. Violated Labor Code §203; and
 - 8 e. Conducted unfair business practices.

9 II.

10 PARTIES

11 PLAINTIFF VERONICA ARELLANO

12 8. Plaintiff Veronica Arellano (“Arellano”) is an individual over the age of eighteen (18)
13 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

14 9. Plaintiff Arellano worked for Defendants as a Customer Care Representative from
15 approximately January 3, 2017 through June 1, 2020 in San Diego, California, which is in San
16 Diego County, California.

17 10. Plaintiff Arellano seeks recovery herein from Defendants because, with regard to
18 Plaintiff Arellano, while acting for Defendants in her capacity as a Customer Care Representative,
19 Defendants:

- 20 a. Failed to pay straight time, minimum and/or overtime wages for all hours worked;
- 21 b. Failed to provide all legally required meal periods;
- 22 c. Failed to timely furnish accurate itemized wage statements;
- 23 d. Violated Labor Code §203; and
- 24 e. Conducted unfair business practices.

25 DEFENDANT, THE ANTHEM COMPANIES, INC.

26 11. Defendant The Anthem Companies, Inc., is now and/or at all times mentioned in this
27 Complaint was an Indiana corporation and the owner and operator of an industry, business and/or
28 facility(/ies) licensed to do business and actually doing business in the State of California.

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1 DOES 1 TO 100, INCLUSIVE

2 12. DOES 1 to 100, inclusive are now, and/or at all times mentioned in this Complaint
3 were licensed to do business and/or actually doing business in California.

4 13. Plaintiffs do not know the true names or capacities, whether individual, partner or
5 corporate, of DOES 1 to 100, inclusive and for that reason, DOES 1 to 100 are sued under such
6 fictitious names pursuant to California Code of Civil Procedure (“CCP”) §474.

7 14. Plaintiffs will seek leave of court to amend this Complaint to allege such names and
8 capacities as soon as they are ascertained.

9 ALL DEFENDANTS

10 15. Defendants, and each of them, are now and/or at all times mentioned in this
11 Complaint were in some manner legally responsible for the events, happenings and circumstances
12 alleged in this Complaint.

13 16. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful
14 practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

15 17. Defendants, and each of them, are now and/or at all times mentioned in this
16 Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-
17 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
18 mentioned in this Complaint were acting within the course and scope of that agency, servitude
19 and/or employment.

20 18. Defendants, and each of them, are now and/or at all times mentioned in this
21 Complaint were members of and/or engaged in a joint venture, partnership and common enterprise,
22 and were acting within the course and scope of, and in pursuance of said joint venture, partnership
23 and common enterprise.

24 19. Defendants, and each of them, at all times mentioned in this Complaint concurred
25 and contributed to the various acts and omissions of each and every one of the other Defendants in
26 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

27 20. Defendants, and each of them, at all times mentioned in this Complaint approved of,
28 condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this

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1 Complaint.

2 21. Defendants, and each of them, at all times mentioned in this Complaint aided and
3 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
4 causing the damages alleged in this Complaint.

5 **III.**

6 **JURISDICTION AND VENUE**

7 22. The California Superior Court has jurisdiction in this matter due to Defendants'
8 aforementioned violations of California statutory law and/or related common law principles.

9 23. The California Superior Court also has jurisdiction in this matter because both the
10 individual and aggregate monetary damages and restitution sought herein exceed the minimal
11 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

12 24. The California Superior Court also has jurisdiction in this matter because during their
13 employment with Defendants, Plaintiff Arellano and the members of the putative Classes herein were
14 all California citizens. Further, there is no federal question at issue, as the issues herein are based solely
15 on California statutes and law.

16 25. Venue is proper in San Diego County pursuant to CCP §395(a) and CCP §395.5 in
17 that Defendant The Anthem Companies, Inc., contracted with Plaintiff Arellano to perform work
18 services in Defendants' San Diego call center.

19 **IV.**

20 **CLASS ACTION ALLEGATIONS**

21 26. CCP §382 provides in pertinent part: "...[W]hen the question is one of a common or
22 general interest, of many persons, or when the parties are numerous, and it is impracticable to bring
23 them all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this
24 suit as a class action pursuant to CCP §382.

25 27. The putative classes Plaintiffs will seek to certify are currently composed of and
26 defined as follows:

- 27 a. All hourly-paid California citizens employed by Defendants as Customer Care
28 Representatives (as defined, supra) during the relevant period who were subjected to

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Defendants’ policies and practices regarding the payment of straight time, minimum and/or overtime wages as specifically described herein (hereinafter, the “Wage Class”);

b. All hourly-paid California citizens employed by Defendants as Customer Care Representatives (as defined, supra) during the relevant period who were subjected to Defendants’ policies and practices regarding meal periods as specifically described herein (hereinafter, the “Meal Period Class”);

c. All hourly-paid California citizens employed by Defendants as Customer Care Representatives (as defined, supra) during the relevant period who were subjected to Defendants’ policies and practices regarding itemized wage statements as specifically described herein (hereinafter, the “Wage Statement Class”);

d. All formerly-employed California citizens employed by Defendants as Customer Care Representatives (as defined, supra) during the relevant period who were subjected to Defendants’ policies and practices regarding Labor Code §203 and the payment of final wages as specifically described herein (hereinafter, the “LC 203 Class”); and

e. All hourly-paid California citizens employed by Defendants as Customer Care Representatives (as defined, supra) during the relevant period regarding whom Defendants have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by B&PC §17200, et seq. as specifically described herein (hereinafter, the “17200 Class”).

28. The Wage Class, Meal Period Class, Wage Statement Class, LC 203 Class, and 17200 Class are herein collectively referred to as the “Classes.”

29. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at such time when Plaintiffs seek to certify the Classes alleged herein.

30. Numerosity (CCP §382):

a. The potential quantity of members of the Classes as defined is so numerous that

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- 1 joinder of all members is unfeasible and impractical;
- 2 b. The disposition of the claims of the members of the Classes through this class action
- 3 will benefit both the parties and this Court;
- 4 c. The quantity of members of the Classes is unknown to Plaintiffs at this time;
- 5 however, it is estimated that the membership of the Classes numbers greater than 100
- 6 individuals; and
- 7 d. The quantity and identity of such membership is readily ascertainable via inspection
- 8 of Defendants' records.

9 31. Superiority (CCP §382): The nature of this action and the nature of the laws
10 available to Plaintiffs make the use of the class action format particularly efficient and the
11 appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein, as follows:

- 12 a. California has a public policy which encourages the use of the class action device;
- 13 b. By establishing a technique whereby the claims of many individuals can be resolved
- 14 at the same time, the class suit both eliminates the possibility of repetitious litigation
- 15 and provides small claimants with a method of obtaining redress for claims which
- 16 would otherwise be too small to warrant individual litigation;
- 17 c. This case involves large corporate Defendants and a large number of individual Class
- 18 members with many relatively small claims and common issues of law and fact;
- 19 d. If each individual member of the Classes was required to file an individual lawsuit,
- 20 the large corporate Defendants would necessarily gain an unconscionable advantage
- 21 because Defendants would be able to exploit and overwhelm the limited resources of
- 22 each individual member of the Classes with Defendants' vastly superior financial
- 23 and legal resources;
- 24 e. Requiring each individual member of the Classes to pursue an individual remedy
- 25 would also discourage the assertion of lawful claims by the members of the Classes
- 26 who would be disinclined to pursue an action against Defendants because of an
- 27 appreciable and justifiable fear of retaliation and permanent damage to their lives,
- 28 careers and well-being;

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f. Proof of a common business practice or fact pattern, which Class members experienced, is representative of the Classes herein and will establish the right of each of the members of the Classes to recover on the causes of action alleged herein;

g. Absent class treatment, the prosecution of separate actions by the individual members of the Classes, even if possible, would likely create:

- i) a substantial risk of each individual plaintiff presenting in separate, duplicative proceedings the same or essentially similar arguments and evidence, including expert testimony;
- ii) a multiplicity of trials conducted at enormous expense to both the judicial system and the litigants;
- iii) inconsistent or varying verdicts or adjudications with respect to the individual members of the Classes against Defendants;
- iv) potentially incompatible standards of conduct for Defendants; and
- v) potentially incompatible legal determinations with respect to individual members of the Classes which would, as a practical matter, be dispositive of the interest of the other members of the Classes who are not parties to the adjudications or which would substantially impair or impede the ability of the members of the Classes to protect their interests.

h. The claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all concomitant costs and expenses attendant thereto;

i. Courts seeking to preserve efficiency and other benefits of class actions routinely fashion methods to manage any individual questions; and

j. The Supreme Court of California urges trial courts, which have an obligation to consider the use of innovative procedural tools to certify a manageable class, to be procedurally innovative in managing class actions.

32. Well-defined Community of Interest: Plaintiffs also meet the established standards for class certification (see, e.g. Lockheed Martin Corp. v. Superior Court (2003) 29 Cal.4th 1096),

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1 as follows:

2 a. Typicality: The claims of Plaintiff Arellano are typical of the claims of all members
3 of the Classes she seeks to represent because all members of the Classes sustained
4 injuries and damages arising out of Defendants’ common course of conduct in
5 violation of law and the injuries and damages of all members of the Classes were
6 caused by Defendants’ wrongful conduct in violation of law, as alleged herein.

7 b. Adequacy: Plaintiff Arellano:

- 8 i) is an adequate representative of the Classes she seeks to represent;
- 9 ii) will fairly protect the interests of the members of the Classes;
- 10 iii) has no interests antagonistic to the members of the Classes; and
- 11 iv) will vigorously pursue this suit via attorneys who are competent, skilled
12 and experienced in litigating matters of this type.

13 c. Predominant Common Questions of Law or Fact: There are common questions of
14 law and/or fact as to the members of the Classes which predominate over questions
15 affecting only individual members of the Classes, including, without limitation:

- 16 i) Whether Defendants paid the legal and appropriate straight time pay,
17 minimum wage pay and/or overtime pay for all work hours to the
18 members of the Wage Class;
- 19 ii) Whether Defendants failed and continue to fail to provide legally required
20 meal periods to the members of the Meal Period Class in violation of the
21 Labor Code and Section 11 of the IWC Wage Orders;
- 22 iii) Whether Defendants failed to timely furnish accurate, itemized and legal
23 wage statements to the members of the Wage Statement Class;
- 24 iv) Whether Defendants are liable pursuant to Labor Code §203 to the
25 members of the LC 203 Class;
- 26 v) Whether Defendants’ conduct constitutes unfair competition within the
27 meaning of B&PC §17200, et seq.;
- 28 vi) Whether Defendants’ conduct constitutes unfair business practices within

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- the meaning of B&PC §17200, et seq.;
- vii) Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- viii) Whether the members of the Classes are entitled to injunctive relief;
- ix) Whether the members of the Classes are entitled to restitution; and
- x) Whether Defendants are liable for attorneys’ fees and costs.

33. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action (see, e.g. Collins v. Rocha (1972) 7 Cal.3d 232, 238).

V.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES

(On Behalf of the Wage Class)

(Against All Defendants)

34. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

35. Labor Code §510(a) states in pertinent part: “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for any employee.”

36. Labor Code §1182.12, effective July 1, 2014, states: “Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour.” Further, pursuant to Labor Code §1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and fifty cents (\$10.50) per hour.” Pursuant to Labor Code §1182.12(b)(1)(B), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2018, to December 31,

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1 2018, inclusive, - eleven dollars (\$11) per hour.” Pursuant to Labor Code §1182.12(b)(1)(C), for any
2 employer who employs 26 or more employees, the minimum wage shall be as follows: “From
3 January 1, 2019, to December 31, 2019, inclusive, - twelve dollars (\$12) per hour.” Pursuant to
4 Labor Code §1182.12(b)(1)(D), for any employer who employs 26 or more employees, the minimum
5 wage shall be as follows: “From January 1, 2020, to December 31, 2020, inclusive, - thirteen dollars
6 (\$13) per hour.” Pursuant to Labor Code §1182.12(b)(1)(E), for any employer who employs 26 or
7 more employees, the minimum wage shall be as follows: “From January 1, 2021, to December 31,
8 2021, inclusive, - fourteen dollars (\$14) per hour.” Finally, pursuant to Labor Code
9 §1182.12(b)(1)(F), for any employer who employs 26 or more employees, the minimum wage shall
10 be as follows: “From January 1, 2022, and until adjusted by subdivision (c) - fifteen dollars (\$15) per
11 hour.”

12 37. Labor Code §§1194(a) states: “Notwithstanding any agreement to work for a lesser
13 wage, any employee receiving less than the legal minimum wage or the legal overtime compensation
14 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full
15 amount of this minimum wage or overtime compensation, including interest thereon, reasonable
16 attorney’s fees, and costs of suit.”

17 38. Further, pursuant to Labor Code §1197, payment of less than the minimum wage
18 fixed by the Labor Commission is unlawful.

19 39. Pursuant to Labor Code §1198, it is unlawful to employ persons for longer than the
20 hours set by the IWC or under conditions prohibited by the IWC Wage Order(s).

21 40. Pursuant to the IWC Wage Order(s), Defendants are required to pay the members of
22 the Wage Class for all hours worked, meaning the time during which an employee is subject to the
23 control of an employer, including all the time the employee is suffered or permitted to work, whether
24 or not required to do so.

25 41. Defendants, as a matter of established company policy and procedure, at each and
26 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 27 a. Administered a uniform company policy and practice as to the pay policies regarding
- 28 the members of the Wage Class; and

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1 b. Scheduled to work and/or required the members of the Wage Class to work without
2 paying for all time they were under Defendants' control.

3 42. Because Defendants required the members of the Wage Class to remain under
4 Defendants' control without paying therefore, this resulted in the members of the Wage Class
5 earning less than the legal minimum wage in the State of California.

6 43. Defendants' pattern, practice and uniform administration of corporate policy
7 regarding illegal employee compensation described herein is unlawful and creates an entitlement,
8 pursuant to Labor Code §218, to recovery by Plaintiffs and members of the Wage Class, in a civil
9 action, of the unpaid balance of the full amount of wages owing, calculated at the appropriate rate.

10 44. Further, Defendants' pattern and practice in uniform administration of corporate
11 policy regarding Defendants' failure to pay the legal minimum wage to the members of the Wage
12 Class as described herein is unlawful and creates entitlement, pursuant to Labor Code §1194(a), to
13 recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the full
14 amount of the unpaid minimum wages owed, calculated as the difference between the straight time
15 compensation paid and the applicable minimum wage, including interest thereon.

16 45. Pursuant to Labor Code §1194.2(a) (which provides that in any action under Labor
17 Code §1194, an employee shall be entitled to recover liquidated damages), the members of the Wage
18 Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours of
19 work (not including the overtime portion thereof) in an amount equal to the wages unlawfully unpaid
20 and interest thereon.

21 46. That calculation of individual damages for the members of the Wage Class may at
22 some point be required does not foreclose the possibility of taking common evidence on questions
23 regarding their entitlement to overtime compensation (see, e.g. Collins, supra, 7 Cal.3d 232; Hypolite
24 v. Carleson (1975) 52 Cal.App.3d 566; Employment Dev. Dept. v. Super. Ct. (1981) 30 Cal.3d 256).

25 47. Pursuant to Labor Code §218.6, Labor Code §1194(a) and CC §3287, the members
26 of the Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

27 48. Pursuant to Labor Code §218.5 and/or Labor Code §1194, the members of the Wage
28 Class request the Court award reasonable attorneys' fees and costs incurred by them in this action.

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SECOND CAUSE OF ACTION
FAILURE TO PROVIDE ALL MEAL PERIODS
(On Behalf of the Meal Period Class)
(Against All Defendants)

49. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

50. Labor Code §226.7(b) provides that “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

51. Labor Code §512 provides that “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

52. Labor Code §516 provides that the IWC “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

53. Section 11(C) of the IWC Wage Orders provides that “Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

54. Section 11(D) of the IWC Wage Order(s) provides that “If an employer fails to

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1 provide an employee a meal period in accordance with the applicable provisions of this order, the
2 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
3 compensation for each workday that the meal period is not provided.”

4 55. On one or more occasions, the members of the Meal Period Class worked over five
5 (5) hours per shift and therefore were entitled to a meal period of not less than thirty (30) minutes
6 prior to exceeding five (5) hours of employment.

7 56. The members of the Meal Period Class did not validly or legally waive their meal
8 periods, by mutual consent with Defendants or otherwise.

9 57. The members of the Meal Period Class did not enter into any written agreement with
10 Defendants agreeing to an on-the-job paid meal period.

11 58. As a matter of Defendants’ established company policy, Defendants failed to always
12 comply with meal period requirements established by Labor Code §226.7, Labor Code §512, Labor
13 Code §516 and Section 11 of the IWC Wage Order(s) by failing to always provide the members of
14 the Meal Period Class with all legally required and compliant meal periods.

15 59. Pursuant to Section 11(D) of the IWC Wage Order(s) and Labor Code §226.7(c),
16 which states “If an employer fails to provide an employee a meal or rest or recovery period in
17 accordance with a state law, including, but not limited to, an applicable statute or applicable
18 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
19 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay
20 the employee one additional hour of pay at the employee's regular rate of compensation for each
21 workday that the meal or rest or recovery period is not provided.,” the members of the Meal Period
22 Class are entitled to damages in an amount equal to one (1) additional hour of pay at each
23 employee’s regular rate of compensation for each work day that the meal period was not provided,
24 in a sum to be proven at trial.

25 60. Pursuant to Labor Code §218.6 and CC §3287, the members of the Meal Period
26 Class seek recovery of pre-judgment interest on all amounts recovered herein.

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THIRD CAUSE OF ACTION
FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(On Behalf of the Wage Statement Class)
(Against All Defendants)

61. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

62. Labor Code §226(a) states in pertinent part: “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee....”.

63. Further, the IWC Wage Orders §7(A) states in pertinent part: “(A) Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates of pay....”

64. Therefore, pursuant to Labor Code §226(a) and the IWC Wage Orders §7(A), California employers are required to maintain accurate records pertaining to the total hours worked for Defendants by the members of the Wage Statement Class, including but not limited to, beginning and ending of each work period, meal period and split shift interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

65. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders §7(A), Defendants did not and still do not furnish each of the members of the Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5) all

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1 applicable hourly rates in effect during each respective pay period and the corresponding number of
2 hours worked at each hourly rate by each respective individual.

3 66. As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify an employee
4 suffers injury if the employer fails to provide accurate and complete information as required by any
5 one or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot promptly and easily
6 ascertain requisite information without reference to other documents or information.

7 67. Here, the members of Wage Statement Class suffered injury because Defendants
8 failed to provide accurate and complete information as required by one or more items listed in
9 Labor Code §226(a)(1)-(9) and the Wage Statement Class members could not and cannot promptly
10 and easily ascertain requisite information without reference to other documents or information.

11 68. In addition, the members of the Wage Statement Class have suffered injury as a
12 result of Defendants' failure to maintain accurate records for the members of the Wage Statement
13 Class in that the members of the Wage Statement Class were not timely provided written accurate
14 itemized statements showing all requisite information, including but not limited to total hours
15 worked by the employee, net wages earned and all applicable hourly rates in effect during the pay
16 period and the corresponding number of hours worked at each hourly rate, in violation of Labor
17 Code §226 and the IWC Wage Orders §7(A), such that the members of the Wage Statement Class
18 were misled by Defendants as to the correct information regarding various items, including but not
19 limited to total hours worked by the employee, net wages earned and all applicable hourly rates in
20 effect during the pay period and the corresponding number of hours worked at each hourly rate.

21 69. The actual injuries suffered by the members of the Wage Statement Class as a result
22 of Defendants' knowing and intentional failure to maintain accurate records for the members of the
23 Wage Statement Class include but are not limited to:

- 24 a. Confusion over whether they received all wages owed them by Defendants;
- 25 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 26 c. Being forced to engage in mathematical computations to analyze whether
- 27 Defendants' wages in fact compensated for all hours worked;
- 28 d. The inability to accurately calculate wage rates complicated by the fact that wage

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- 1 statement information required by Labor Code §226 is missing;
- 2 e. That such practice prevents the members of the Wage Statement Class from being
- 3 able to effectively challenge information on their wage statements; and/or
- 4 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
- 5 required to collect and analyze the very information that California law requires.

6 70. Pursuant to Labor Code §226(e), the members of the Wage Statement Class are

7 entitled to fifty dollars (\$50.00) per employee for the initial pay period in which a violation

8 hereunder occurs and one hundred dollars (\$100.00) per employee for each violation in a

9 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

10 71. Per Labor Code §226(g), currently employed members of the Wage Statement Class

11 are entitled to injunctive relief to ensure Defendants’ compliance with Labor Code §226.

12 72. Pursuant to Labor Code §226(e) and/or §226(g), the members of the Wage Statement

13 Class request the Court award reasonable attorneys’ fees and costs incurred by them in this action.

14 **FOURTH CAUSE OF ACTION**

15 **VIOLATIONS OF LABOR CODE §203**

16 **(On Behalf of the LC 203 Class)**

17 **(Against All Defendants)**

18 73. Plaintiffs incorporate by reference and reallege each and every one of the allegations

19 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

20 74. Labor Code §203 provides that if an employer willfully fails to pay, without

21 abatement or reduction, in accordance with Labor Code §§201 and 202, any wages of an employee

22 who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to

23 thirty (30) days from the due date thereof, until paid or until an action therefore is commenced.

24 75. The members of the LC 203 Class are no longer employed by Defendants as they

25 were either discharged from or quit Defendants’ employ.

26 76. Defendants had a consistent and uniform policy, practice and procedure of willfully

27 failing to pay the earned wages of Defendants’ former employees, according to amendment or

28 proof.

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1 77. Defendants willfully failed to pay the members of the LC 203 Class their entire
2 wages due and owing at the time of their termination or within seventy-two (72) hours of their
3 resignation, and failed to pay those sums for up to thirty (30) days thereafter.

4 78. Defendants' willful failure to pay wages to the members of the LC 203 Class violates
5 Labor Code §203 because Defendants knew or should have known wages were due to the members
6 of the LC 203 Class, but Defendants failed to pay them.

7 79. Thus, the members of the LC 203 Class are entitled to recovery pursuant to Labor
8 Code §203.

9 **FIFTH CAUSE OF ACTION**
10 **UNFAIR BUSINESS PRACTICES**
11 **(On Behalf of the 17200 Class)**
12 **(Against All Defendants)**

13 80. Plaintiffs incorporate by reference and reallege each and every one of the allegations
14 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

15 81. B&PC §17200 provides in pertinent part "...[U]nfair competition shall mean and
16 include any unlawful, unfair or fraudulent business act...".

17 82. B&PC §17205 provides that unless otherwise expressly provided, the remedies or
18 penalties provided for unfair competition "are cumulative to each other and to the remedies or
19 penalties available under all other laws of this state."

20 83. B&PC §17204 provides that an action for any relief from unfair competition may be
21 prosecuted by any person who has suffered injury in fact and has lost money or property as a result
22 of such unfair competition.

23 84. Defendants have engaged in unlawful, unfair and fraudulent business acts or
24 practices prohibited by B&PC §17200, including those set forth in the preceding and foregoing
25 paragraphs of the complaint, thereby depriving the members of the 17200 Class of the minimum
26 working standards and conditions due to them under the Labor Code and/or the IWC Wage Orders,
27 as specifically described herein.

28 85. Defendants have engaged in unfair business practices in California by practicing,

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1 employing and utilizing the employment practices outlined in the preceding paragraphs,
2 specifically, by requiring employees to perform the labor services complained of herein without the
3 requisite compensation.

4 86. Defendants' use of such practices constitutes an unfair business practice, unfair
5 competition and provides an unfair advantage over Defendants' competitors.

6 87. Plaintiffs have suffered injury in fact and have lost money or property as a result of
7 such unfair competition.

8 88. Plaintiffs seek full restitution from Defendants, as necessary and according to proof,
9 to restore any and all monies withheld, acquired and/or converted by Defendants by means of the
10 unfair practices complained of herein.

11 89. Further, if Defendants are not enjoined from the above conduct, Defendants will
12 continue to practice, employ and utilize the above-outlined employment practices.

13 90. Therefore, Plaintiffs request that the Court issue a preliminary and permanent
14 injunction prohibiting Defendants from engaging in the foregoing conduct.

15 91. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total
16 monetary relief sought from Defendants.

17 **SIXTH CAUSE OF ACTION**

18 **DECLARATORY RELIEF [CCP §1060]**

19 **(On Behalf of Plaintiffs and All Others Similarly Situated)**

20 **(Against All Defendants)**

21 92. Plaintiffs incorporate by reference and reallege each and every one of the allegations
22 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

23 93. CCP §1060 provides that any person who desires a declaration of his or her rights or
24 duties with respect to another, in cases of actual controversy relating to the legal rights and duties of
25 the respective parties, may ask the Court for a declaration of rights or duties, and the Court may
26 make a binding declaration of these rights or duties, whether or not further relief is or could be
27 claimed at the time; any such declaration by the Court shall have the force of a final judgment.

28 94. Defendants continue to this day to engage in some or all of the unlawful and unfair

1 conduct as described herein.

2 95. An actual controversy exists in that Defendants assert they have the legal right to
3 perform the acts as described herein.

4 96. Plaintiffs desire a declaration as to the rights of Plaintiffs and all others similarly
5 situated with respect to Defendants' unlawful and unfair conduct, as described herein.

6 97. It is therefore necessary that the Court declare the rights and duties of the parties hereto.

7 **SEVENTH CAUSE OF ACTION**

8 **PENALTIES PURSUANT TO LABOR CODE §2699**

9 **(On Behalf of the Aggrieved Employees)**

10 **(Against All Defendants)**

11 98. Plaintiffs incorporate by reference and reallege each and every one of the allegations
12 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

13 99. Pursuant to Labor Code §2699(a) (which provides that any provision of the Labor
14 Code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its
15 departments, divisions, commissions, board agencies or employees, such civil penalties may, as an
16 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
17 himself or herself and other current or former employees) and Labor Code §2699(f) (which
18 establishes a civil penalty for violations of all Labor Code provisions except those for which a civil
19 penalty is specifically provided), the aggrieved employees seek recovery of all applicable civil
20 penalties, as follows:

- 21 a. As applicable, for civil penalties under Labor Code §2699(f), for all violations of the
- 22 Labor Code except for those for which a civil penalty is specifically provided, in the
- 23 amount of one hundred dollars (\$100.00) for each aggrieved employee per pay
- 24 period for the initial violation; and two hundred dollars (\$200.00) for each aggrieved
- 25 employee per pay period for each subsequent violation;
- 26 b. As applicable, civil penalties under Labor Code §558 (in addition to and entirely
- 27 independent and apart from any other penalty provided in the Labor Code), for
- 28 violations of Labor Code §§500-556, in the amount of \$50 for each underpaid

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1 aggrieved employee for each pay period the aggrieved employee was underpaid, and
2 \$100 for each subsequent violation for each underpaid employee for each pay period
3 for which the employee was underpaid;

4 c. As applicable, for civil penalties under Labor Code §1197.1 (in addition to and
5 entirely independent and apart from any other penalty provided in the Labor Code),
6 for violations of Labor Code §§1194 and 1197, in the amount of \$100 for each
7 underpaid aggrieved employee for each pay period the aggrieved employee was
8 intentionally underpaid, and \$250 for each subsequent violation for each underpaid
9 aggrieved employee, regardless of whether the initial violation was intentionally
10 committed;

11 d. As applicable, for civil penalties under Labor Code §226.3 (in addition to and
12 entirely independent and apart from any other penalty provided in the Labor Code),
13 for each violation of Labor Code §226(a), in the amount of \$250 for each aggrieved
14 employee per pay period for each violation and \$1,000 for each aggrieved employee
15 per pay period for each subsequent violation; and

16 e. As applicable, for any and all additional civil penalties and sums as provided by the
17 Labor Code and/or other relevant statutes.

18 100. In addition, Plaintiff seeks seventy-five percent (75%) of all penalties obtained under
19 Labor Code §2699 be allocated to the LWDA, for education of employers and employees about
20 their rights and responsibilities under the Labor Code, and twenty-five percent (25%) be allocated to
21 Plaintiff and all other similarly situated aggrieved employees.

22 101. Further, Plaintiff is entitled to recover reasonable attorneys’ fees and costs pursuant
23 to Labor Code §§2699(g)(1) and any other applicable statute.

24 102. Labor Code §2699.3(a) states in pertinent part: “A civil action by an aggrieved
25 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
26 listed in Section 2699.5 shall commence only after the following requirements have been met: (1)
27 (A) The aggrieved employee or representative shall give written notice by online filing with the
28 Labor and Workforce Development Agency and by certified mail to the employer of the specific

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1 provisions of this code alleged to have been violated, including the facts and theories to support the
2 alleged violation.” Here, Plaintiffs’ civil action alleges violations of provisions listed in Labor Code
3 §2699.5. As such, Labor Code §2699.3(a) applies to this action, and Labor Code §2699.3(b) and
4 §2699.3(c) do not apply to this action.

5 103. On July 29, 2020, Plaintiffs complied with Labor Code §2699.3(a) in that Plaintiffs
6 gave written notice by certified mail to the LWDA and Defendants of the specific provisions of the
7 Labor Code alleged to have been violated, including the facts and theories to support the alleged
8 violations. Attached hereto as **Exhibit “1”** is Plaintiffs’ PAGA notice.

9 104. Labor Code §2699.3(a) further states in pertinent part: “(2)(A) The agency shall
10 notify the employer and the aggrieved employee or representative by certified mail that it does not
11 intend to investigate the alleged violation within 60 calendar days of the postmark date of the notice
12 received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65
13 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved
14 employee may commence a civil action pursuant to Section 2699.”

15 105. As of October 2, 2020 (65 calendar days after Plaintiffs’ LWDA letter was filed
16 online), Plaintiffs had not received any notification that the LWDA intended to investigate the
17 alleged violations. As such, Plaintiffs have complied with Labor Code §2699.3(a) and have been
18 given authorization therefrom to commence a civil action which includes a cause of action pursuant
19 to Labor Code §2699.

20 **VI.**

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs pray:

23 a. That the Court issue an Order certifying the Classes herein, appointing all named
24 Plaintiffs as representative of all others similarly situated, and appointing all law firms representing
25 all named Plaintiffs as counsel for the members of the Classes;

26 As to the First Cause of Action for Failure to Pay All Wages:

27 b. For recovery of the unpaid balance of the full amount of the straight time;
28 compensation due and owing, according to proof;

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1 c. For liquidated damages on the straight-time portion of uncompensated hours of work
2 (not including the overtime portion thereof), as authorized by Labor Code §1194.2(a);

3 d. For recovery of the unpaid balance of the full amount of overtime compensation due
4 and owing, calculated at the appropriate rate and according to proof;

5 e. For pre-judgment interest as allowed by Labor Code §218.6, Labor Code §1194(a)
6 and CC §3287;

7 f. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5
8 and/or Labor Code §1194(a);

9 As to the Second Cause of Action for Failure to Provide Meal Periods:

10 o. For one (1) hour of pay at the regular rate of compensation for each member of the
11 Meal Period Class for each workday that a meal or rest period was not provided;

12 p. For pre-judgment interest as authorized by Labor Code §218.6 and CC §3287;

13 ///

14 As to the Third Cause of Action for Failure to Timely Furnish Accurate Itemized Wage Statements:

15 q. For recovery as authorized by Labor Code §226(e);

16 r. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e)
17 and/or §226(g);

18 As to the Fourth Cause of Action for Violations of Labor Code §203:

19 s. For recovery as authorized by Labor Code §203;

20 As to the Fifth Cause of Action for Unfair Business Practices:

21 t. For an accounting, under administration of Plaintiffs and/or the receiver and subject to
22 Court review, to determine the amount to be returned by Defendants, and the amounts to be
23 refunded to members of the Classes who are owed monies by Defendants;

24 u. For an Order requiring Defendants to identify each of the members of the Classes by
25 name, home address, home telephone number and, if available, email address;

26 v. For an Order requiring Defendants to make full restitution and payment pursuant to
27 California law;

28 w. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from

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1 engaging in the acts complained of herein;

2 x. For the creation of an administrative process wherein each injured member of the
3 Classes may submit a claim in order to receive his/her money;

4 y. For all other appropriate injunctive, declaratory and equitable relief;

5 z. For interest to the extent permitted by law;

6 aa. For an award of attorneys' fees and costs incurred in the investigation, filing and
7 prosecution of this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor Code §1194
8 and/or any other applicable provision of law;

9 As to the Sixth Cause of Action for Declaratory Relief:

10 bb. For a Declaration from the Court determining the rights of Plaintiffs and all others
11 similarly situated regarding Defendants' unlawful and unfair conduct as described herein;

12 cc. For such further Declaration of rights as the Court may deem proper;

13 dd. For payment of costs and attorneys' fees from the amount recovered for the common
14 benefit of Plaintiffs and all others similarly situated;

15 As to the Seventh Cause of Action for Penalties Pursuant to Labor Code §2699:

16 ee. As applicable, for civil penalties pursuant to Labor Code §2699(f), in addition to and
17 entirely independent and apart from other penalties in the Labor Code and for Labor Code
18 violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee per
19 pay period for each violation, and \$200 for each aggrieved employee per pay period for each
20 subsequent violation;

21 ff. As applicable, for civil penalties pursuant to Labor Code §558, in addition to and
22 entirely independent and apart from other penalties in the Labor Code, as follows:

23 i. For any initial violation, fifty dollars (\$50) for each aggrieved underpaid employee
24 for each pay period for which the employee was underpaid; and

25 ii. For each subsequent violation, one hundred dollars (\$100) for each aggrieved
26 underpaid employee for each pay period for which the employee was underpaid;

27 gg. As applicable, for civil penalties pursuant to Labor Code §1197.1, in addition to and
28 entirely independent and apart from other penalties in the Labor Code, as follows:

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- 1 i. For any initial violation that is intentionally committed, \$100 for each aggrieved
- 2 underpaid employee for each pay period for which the employee was underpaid; and
- 3 ii. For each subsequent violation, regardless of whether the initial violation is
- 4 intentionally committed, \$250 for each aggrieved underpaid employee for each pay
- 5 period for which the employee was underpaid;
- 6 hh. As applicable, for civil penalties pursuant to Labor Code §226.3, in addition to and
- 7 entirely independent and apart from other penalties in the Labor Code, in the amount of \$250 for
- 8 each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved
- 9 employee per pay period for each subsequent violation;
- 10 ii. As applicable, for reasonable attorneys’ fees and costs incurred pursuant to Labor
- 11 Code §§2699(g)(1) and any other applicable statute; and
- 12 jj. For such relief as this Court may deem just and proper;

13 As to All Causes of Action:

14 kk. For such relief as this Court may deem just and proper, including reasonable attorneys’
15 fees and costs incurred.

16 **VII.**
17 **DEMAND FOR JURY TRIAL**

18 Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

19 DATED: October 8, 2020

SANSANOWICZ LAW GROUP, P.C.

20 

21 _____
22 Leonard H. Sansanowicz, Esq.
23 Attorneys for Plaintiff Veronica Arellano and
24 all others similarly situated and aggrieved

Exhibit 1



**SANSANOWICZ
LAW GROUP, P.C.**

1635 Pontius Ave, Second Floor | Los Angeles, CA 90025
Tel: (323) 677-0200 | Fax: (323) 549-0101

July 29, 2020

VIA ELECTRONIC MAIL (\$75 filing fee to follow by mail)

Check to be mailed to:
Department of Industrial Relations
Accounting Unit [payment of \$75.00 filing fee]
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: The Anthem Companies, Inc. (hereafter, "Employer")

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE §2699.3

To: PAGA Administrator, Calif. Labor and Workforce Development Agency, and Employer

From: Veronica Arellano ("Employee"), subjected to the Labor Code violations set forth below

Employee, through the above-named counsel, submits this Notice, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a)/(c), and alleges the facts and theories to support the below alleged violations. Unless the Labor & Workforce Development Agency ("LWDA") proceeds against Employer, Employee intends to pursue a civil action against Employer, seeking attorney fees and penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

Employer employed Employee as a Customer Care Representative (CCR) from approximately January 3, 2017 through June 1, 2020 in Employer's San Diego call center. Employee was always an hourly-paid, non-exempt worker and always worked as a CCR for Employer.

During the applicable period, Employer utilized consistent policies and procedures regarding Employee and others similarly aggrieved, allegedly in violation of Labor Code §§201-203, 204, 226, 510, 1194, 1197 and 1198, as follows:

First, Employer required Employee and other similarly aggrieved CCRs to be at their workstations ready to take their first call at their scheduled shift start time. This required CCRs to log on to Employer's computers and then open and load software before being able to clock in. As such, allegedly in violation of Labor Code §§204, 510, 1194, 1197 and 1198 and the applicable Industrial Wage Order, Employer (by failing to pay Employee and other similarly aggrieved employees for all hours worked) failed to pay all straight time, minimum wages and overtime premium wages due for the time Employee and all other similarly situated aggrieved employees were subject to Employer's control. As such, Employer owes penalties pursuant to Labor Code §§2699(f), 1197.1, and/or 558

Second, although Employer provided Employee and other aggrieved employees meal breaks at

regularly scheduled times, Employer also required, as a matter of policy, that Employee and all other aggrieved employees take phone calls when they came in, right up until the employees' scheduled break times. At times, Employee and other aggrieved employees had to take work-related phone calls that began as late as one minute before their scheduled meal breaks and lasted so long that the aggrieved employees were unable to begin their meal periods until after the beginning of their sixth hour of work. As such, Employer failed to always provide Employee and other aggrieved employees complete and uninterrupted 30-minute meal breaks before the beginning of their sixth hour of work. Employer did not always pay a meal period penalty for these violations, either. As such, the Employer violated Labor Code §§226.7, 512 and 516 and the applicable Industrial Wage Order, ¶11, and owes penalties pursuant to Labor Code §§2699(f) and/or 558.

Third, pursuant to Labor Code §226 and the applicable Wage Order, Employer is required to include certain information on a paystub, including but not limited to gross wages earned, total hours worked, and net wages earned. Here, because of Employer's illegal wage and hour policies as set forth above, all wages earned were not reflected on the wage statements provided by Employer to Employee and all other similarly aggrieved employees, and Employer issued improper wage statements. As such, Employer derivatively violated Labor Code §226, and owes penalties pursuant to Labor Code §§2699(f) and/or 226.3.

Fourth, pursuant to Labor Code §203, Employee and other similarly aggrieved employees are entitled to thirty days of wages at their regular rate of pay for Employer's failure to pay all wages due upon separation of employment. Here, because of Employer's illegal wage and hour policies as set forth above, Employer derivatively violated Labor Code §§201-203 and owes penalties pursuant to Labor Code §2699(f).

Pursuant to Labor Code §2699.3(c)(2)(A), Employer may cure some of the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

We understand that if we do not receive a response within sixty-five (65) calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then Employee may immediately thereafter commence a civil action against Employer pursuant to Labor Code §2699. Please advise within sixty-five (65) calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Thank you for your consideration.

Very Truly Yours,



Leonard H. Sansanowicz

cc: (via certified mail: 7018 1830 0001 8023 5945) The Anthem Companies, Inc., c/o CT Corporation System, 818 West Seventh Street, Suite 930, Los Angeles, CA 90017

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, the undersigned, am over the age of 18 years and not a party to this action. My business address is 1635 Pontius Avenue, Second Floor, Los Angeles, CA 90025-3361, which is located in Los Angeles County, where the service herein occurred.

On the date of execution hereof, I caused to be served the following attached document:

FIRST AMENDED COMPLAINT

on the interested parties in this action, addressed as follows:

Defendant, The Anthem Companies, Inc. :

Attorneys for Plaintiffs:

CT Corporation System, Inc
Agent for Process of Service for
The Anthem Companies, Inc.
818 West 7th Street, Suite 930
Los Angeles, CA 90017

Kevin T. Barnes, Esq.
LAW OFFICES OF KEVIN T. BARNES
1635 Pontius Avenue, Second Floor
Los Angeles, CA 90025-3361
Tel.: (323) 549-9100 / Fax: (323) 549-0101
Email: Barnes@kbarnes.com

using the following service method:

X VIA MAIL: I caused the document to be served to be deposited at: 1635 Pontius Avenue, Second Floor, Los Angeles, CA, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the persons on whom the document is to be served, at the office address as last given by those persons, otherwise at those persons' places of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

I DECLARE under penalty of perjury that the foregoing is true and correct.

Executed on October 8, 2020, at Los Angeles, California.



Cielo Guilatco

SANSANOWICZ LAW GROUP, P.C.
Attorneys at Law

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EXHIBIT C

1 SEYFARTH SHAW LLP
Brian P. Long (SBN 232746)
2 bplong@seyfarth.com
601 South Figueroa Street, Suite 3300
3 Los Angeles, California 90017-5793
Telephone: (213) 270-9600
4 Facsimile: (213) 270-9601

5 SEYFARTH SHAW LLP
Reiko Furuta (SBN 169206)
6 rfuruta@seyfarth.com
2029 Century Park East, Suite 3500
7 Los Angeles, California 90067-3021
Telephone: (310) 277-7200
8 Facsimile: (310) 201-5219

9 Attorneys for Defendant
10 THE ANTHEM COMPANIES, INC.

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN DIEGO

14
15 VERONICA ARELLANO, an individual, on
behalf of herself and all others similarly situated,

16 Plaintiff,

17 v.

18 THE ANTHEM COMPANIES, INC., an Indiana
19 corporation; and DOES 1 to 100, inclusive,

20 Defendants.
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Case No. 37-2020-00026653-CU-OE-CTL

**DEFENDANT’S ANSWER TO
PLAINTIFF’S FIRST AMENDED
COMPLAINT**

Complaint Filed: July 30, 2020
FAC Filed: October 8, 2020

1 Defendant The Anthem Companies, Inc. (“Defendant”) hereby answers the unverified First
2 Amended Complaint (the “FAC”) filed by Plaintiff Veronica Arellano (“Plaintiff”).

3 **GENERAL DENIAL**

4 Pursuant to California Code of Civil Procedure Section 431.30, Defendant generally denies each
5 and every allegation and cause of action contained in Plaintiff’s FAC. In further answer to the FAC and
6 without limiting the generality of the foregoing, Defendant denies that Plaintiff or any person she seeks
7 to represent has been damaged in any amount, or at all, by reason of any act or omission of Defendant.

8 **AFFIRMATIVE DEFENSES**

9 In further answer to Plaintiff’s FAC, Defendant asserts the following additional separate
10 defenses. In asserting these defenses, Defendant does not assume the burden of proof as to matters that,
11 pursuant to law, are Plaintiff’s burden to prove. Defendant reserves the right to amend its answer and to
12 assert any additional separate defenses as may become available or apparent during the course of this
13 litigation.

14 **FIRST SEPARATE DEFENSE**

15 **(Failure to State a Claim – All Causes of Action)**

16 1. Neither the FAC as a whole, nor any purported claim alleged therein, states facts
17 sufficient to constitute a cause of action or claim for relief against Defendant.

18 **SECOND SEPARATE DEFENSE**

19 **(Statute of Limitations – All Causes of Action)**

20 2. Plaintiff’s claims, in whole or in part, are barred by the applicable statutes of limitations,
21 including but not limited to California Code of Civil Procedure Sections 312, 338(a), 340, and 343, and
22 Labor Code section 2699, et seq.

23 **THIRD SEPARATE DEFENSE**

24 **(Estoppel – All Causes of Action)**

25 3. Plaintiff, by her conduct, is estopped to assert any cause of action against Defendant.

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FOURTH SEPARATE DEFENSE

(Laches – All Causes of Action)

4. Plaintiff’s claims are barred in whole or in part to the extent that the doctrine of laches applies.

FIFTH SEPARATE DEFENSE

(No Knowledge of Time Worked – First Cause of Action)

5. Plaintiff’s FAC is barred in whole or in part, to the extent that Defendant lacked actual or constructive knowledge of any purported time allegedly worked by Plaintiff or any employee Plaintiff seeks to represent. *See, e.g., Forrester v. Roth’s I.G.A. Foodliner, Inc.*, 646 F.2d 413, 414 (9th Cir. 1981) (finding that “where an employer has no knowledge that an employee is engaging in overtime work and that employee fails to notify the employer or deliberately prevents the employer from acquiring knowledge of the overtime work, the employer’s failure to pay for the overtime hours is not a violation”).

SIXTH SEPARATE DEFENSE

(Accord and Satisfaction/Release – All Causes of Action)

6. Plaintiff’s FAC, and each purported claim alleged therein, is barred in whole or in part, pursuant to an accord and satisfaction or is barred to the extent that Plaintiff or any employee she seeks to represent has entered into or is otherwise bound by compromise, settlement, or release agreements regarding those claims.

SEVENTH SEPARATE DEFENSE

(Substantial Compliance – All Causes of Action)

7. Plaintiff’s FAC, and each purported claim alleged therein, is barred in whole or in part because Defendant complied with its statutory obligations, and to the extent it is determined that there was technical non-compliance, Defendant substantially complied with its obligations and is not liable in whole or in part for the claims of Plaintiff or some or all of the others she seeks to represent.

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EIGHTH SEPARATE DEFENSE

(De Minimis Doctrine – First Cause of Action)

8. Plaintiff’s FAC fails to the extent that even if Plaintiff or any employee she seeks to represent was not paid for all work performed, such activities were “so irregular or brief in duration that employers may not be reasonably required to compensate employees for the time spent on them.” *Troester v. Starbucks Corp.*, 5 Cal. 5th 829 (2018).

NINTH SEPARATE DEFENSE

(Meal Breaks Provided – Second Cause of Action)

9. Plaintiff’s claims, and the claims of any employee she seeks to represent, are barred to the extent that legally-compliant meal periods were provided, but Plaintiff or any employee failed to avail themselves of such meal periods or voluntarily chose not to take their meal periods. *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012).

TENTH SEPARATE DEFENSE

(Meal Period Waiver –Second Cause of Action)

10. To the extent that the claim is based upon failure to provide meal periods, the claim is barred to the extent that Plaintiff or any employee she seeks to represent voluntarily waived the right to a meal period for shifts of more than five but less than six hours or shifts of more than 10 hours but less than 12 hours, because no violation of the California Labor Code or the IWC Wage Orders exists.

ELEVENTH SEPARATE DEFENSE

(Not Willful/Good Faith Dispute – All Causes of Action)

11. Plaintiff is not entitled to any penalty because, at all times relevant and material herein, Defendant did not willfully, or “knowingly and intentionally,” fail to comply with any provisions of the California Labor Code or applicable wage orders, but rather acted in good faith and had reasonable grounds for believing that it did not violate the California Labor Code or the applicable wage order.

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TWELFTH SEPARATE DEFENSE

(Offset – All Causes of Action)

12. To the extent that Plaintiff or any employee she seeks to represent is entitled to damages or penalties, Defendant is entitled to an offset for any payments of wages, or other remuneration previously provided to them.

THIRTEENTH SEPARATE DEFENSE

(Waiver – All Causes of Action)

13. Plaintiff and any employee she seeks to represent is not entitled to any relief to the extent that the employee waived the right to relief.

FOURTEENTH SEPARATE DEFENSE

(Unclean Hands – All Causes of Action)

14. Plaintiff’s purported claims are barred in whole or in part by the doctrine of unclean hands.

FIFTEENTH SEPARATE DEFENSE

(Res Judicata/Collateral Estoppel – All Causes of Action)

15. Plaintiff’s claims are barred, in whole or in part, by the doctrine of res judicata or claim preclusion, to the extent that Plaintiff or any employee she seeks to represent has asserted in any prior legal or administrative proceeding that she or she was entitled to additional payment for wages, overtime or penalties, and did not prevail on any such claim reduced to judgment.

SIXTEENTH SEPARATE DEFENSE

(Due Process – All Causes of Action)

16. Plaintiff’s claims are barred because prosecution of this action by Plaintiff and the employees she seeks to represent as a class or representative action would constitute a denial of Defendant’s substantive and procedural due process rights under the Fourteenth Amendment of the United States Constitution and under the Constitution and laws of the State of California.

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SEVENTEENTH SEPARATE DEFENSE

(Due Process/Excessive Penalties – All Causes of Action)

17. Plaintiff is not entitled to recover any civil penalties because, under the circumstances of this case, any such recovery would be unjust, arbitrary, and oppressive, or confiscatory or disproportionate to any damage or loss incurred as a result of Defendant’s alleged conduct and therefore unconstitutional under numerous provisions of the United States Constitution and the California Constitution, including the excessive fines clause of the Eighth Amendment, the due process clauses of the Fifth Amendment and Section 1 of the Fourteenth Amendment, the self-incrimination clause of the Fifth Amendment, and other provisions of the United States Constitution, and the excessive fines clause of Section 17 of Article I, the due process clause of Section 7 of Article I, the self-incrimination clause of Section 15 of Article I, and other provisions of the California Constitution.

EIGHTEENTH SEPARATE DEFENSE

(Lack Of Standing Under Business And Professions Code § 17200 - Fifth Cause Of Action)

18. Plaintiff’s FAC, and each purported cause of action alleged therein, fails to the extent that Plaintiff, or any person upon whose behalf Plaintiff purports to act, lacks the requisite standing to sue under California Business and Professions Code § 17204. Under Section 17200, any plaintiff suing for an alleged violation of the California Unfair Competition Law (the “UCL”), California Business and Professions Code § 17200, *et seq.*, must show that he or she has suffered an injury in fact, in addition to simply alleging a loss of money or property. Since Plaintiff, or any other person on whose behalf Plaintiff purports to act, cannot allege the requisite injury in fact, in addition to the requisite loss of money or property, Plaintiff lacks standing to sue under the UCL.

NINETEENTH SEPARATE DEFENSE

(Lack Of Standing For Injunctive Relief - Fifth Cause Of Action)

19. The claims of Plaintiff and the putative class members for injunctive and other equitable relief are barred because they are not entitled to the equitable relief sought insofar as they have an adequate remedy at law or cannot make the requisite showing to obtain injunctive relief in a labor dispute.

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TWENTIETH SEPARATE DEFENSE

(Release - All Causes of Action)

20. To the extent Plaintiff or any employee she seeks to represent has executed a release encompassing claims alleged in the FAC, their claims are barred by that release.

TWENTY-FIRST SEPARATE DEFENSE

(Failure To Exhaust Administrative Remedies - Seventh Cause of Action)

21. Plaintiff’s claim for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698 et seq., is barred because Plaintiff failed to exhaust her administrative remedies before the Labor and Workforce Development Agency of the State of California or the Department of Industrial Relations.

TWENTY-SECOND SEPARATE DEFENSE

(Unjust, Arbitrary, And Oppressive, Or Confiscatory Penalties - Seventh Cause of Action)

22. Plaintiff is not entitled to recover any civil penalties because, under the circumstances of this case, any such recovery would be unjust, arbitrary, and oppressive, or confiscatory.

TWENTY-THIRD SEPARATE DEFENSE

(Unlawful Delegation of Executive Authority - Seventh Cause of Action)

23. Plaintiff’s claim for violation of the Private Attorney General Act is barred to the extent private actions seeking PAGA penalties manifest an unlawful delegation of executive authority.

TWENTY-FOURTH SEPARATE DEFENSE

(No Penalties Beyond “Initial” Violation - Seventh Cause of Action)

24. The Complaint is barred to the extent Plaintiff or any allegedly aggrieved employee seeks penalties beyond the “initial” violation as described in California Labor Code § 2699(f)(2).

PRAYER

WHEREFORE, Defendant prays as follows:

- 1. That Plaintiff takes nothing by her FAC;
- 2. That judgment be entered in favor of Defendant and against Plaintiff on all claims for relief;

- 1 3. That Defendant be awarded reasonable attorneys’ fees according to proof;
- 2 4. That Defendant be awarded the costs of suit incurred herein; and
- 3 5. That Defendant be awarded such other and further relief as the court may deem
- 4 appropriate and proper.

5 DATED: October 20, 2020

Respectfully submitted,

SEYFARTH SHAW LLP

8 By: Reiko Furuta

9 Brian Long
10 Reiko Furuta
11 Attorneys for Defendant
12 The Anthem Companies, Inc.

PROOF OF SERVICE

STATE OF CALIFORNIA)
) SS
COUNTY OF)

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 2029 Century Park East, Suite 3500, Los Angeles, California 90067-3021. On October 20, 2020, I served the within document(s):

DEFENDANT’S ANSWER TO PLAINTIFF’S FIRST AMENDED COMPLAINT

- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California, addressed as set forth below.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- by transmitting the document(s) listed above, electronically, via the e-mail addresses set forth below.

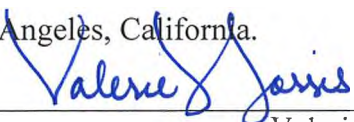
Leonard H Sansanowicz (SBN 255729)
SANSANOWICZ LAW GROUP P C
1635 Pontius Avenue Second Floor
Los Angeles CA 90025-3361
Tel: (323) 677-0200 / Fax: (323) 549-0101
Email: leonard@law-slg.com

Kevin T Barnes Esq (SBN 138477)
LAW OFFICES OF KEVIN T BARNES
1635 Pontius Avenue Second Floor
Los Angeles CA 90025-3361
Tel: (323) 549-9100 / Fax: (323) 549-0101
Email: barnes@kbarnes.com

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 20, 2020, at Los Angeles, California.



Valerie Norris

1 SEYFARTH SHAW LLP
Brian Long (SBN 232746)
2 bplong@seyfarth.com
601 South Figueroa Street, Suite 3300
3 Los Angeles, California 90017-5793
Telephone: (213) 270-9600
4 Facsimile: (213) 270-9601

5 SEYFARTH SHAW LLP
Reiko Furuta (SBN 169206)
6 rfuruta@seyfarth.com
2029 Century Park East, Suite 3500
7 Los Angeles, California 90067-3021
Telephone: (310) 277-7200
8 Facsimile: (310) 201-5219

9 Attorneys for Defendant
10 THE ANTHEM COMPANIES, INC.

11 UNITED STATES DISTRICT COURT
12 SOUTHERN DISTRICT OF CALIFORNIA
13

14 VERONICA ARELLANO, an individual, on
behalf of herself and all others similarly situated,

15 Plaintiff,

16 v.

17 THE ANTHEM COMPANIES, INC., an Indiana
18 corporation; and DOES 1 to 100, inclusive,

19 Defendants.
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Case No.

**DECLARATION OF DONA BLACKMAN
IN SUPPORT OF DEFENDANT’S NOTICE
OF REMOVAL**

(San Diego Superior Court,
Case No. 37-2020-00026653-CU-OE-CTL)

Complaint Filed: July 30, 2020
First Amended Complaint Filed: October 8,
2020

1 I, Dona Blackman, declare:

2 1. I hold the role of Human Resources Business Partner that supports The Anthem
3 Companies, Inc. (“Anthem”). I have supported Anthem in this role since March 16, 2020. I am over the
4 age of 18 and I make this declaration based on my personal knowledge, except as to those matters which
5 are state on information and belief, and as to those matters I believe them to be true. If called to do so, I
6 could and would testify competently thereto.

7 2. In my role as a Human Resources Business Partner, I am familiar with the operations of
8 Anthem’s corporate headquarters, located in Indianapolis, Indiana, where Anthem’s executive
9 operations are performed, as well as administrative functions such as corporate finance and accounting.

10 3. Anthem is now, and ever since this action commenced has been, incorporated under the
11 laws of the State of Indiana, with its principal place of business in the State of Indiana, located at 120
12 Monument Circle, Indianapolis, Indiana.

13 4. Anthem’s President maintains his office in Indiana, as well as many of the executive
14 officers, where they direct, control and coordinate Anthem’s activities.

15 5. In my role as a Human Resources Business Partner, I am authorized to review personnel
16 files and am familiar with Anthem’s human resources and payroll functions. I also have access to the
17 data concerning Anthem’s employees which is maintained and regularly updated by Anthem’s personnel
18 on the PeopleSoft database. The PeopleSoft data includes, among other things, information concerning
19 an employee’s job position, dates of employment, job location and address.

20 6. The data contained on Anthem’s PeopleSoft database reflects from the time period of
21 July 2016 to present, Anthem employed approximately 1,192 Customer Care Representatives who
22 resided in California.

23 7. The data contained on Anthem’s PeopleSoft database reflects the following:


- 24 a. From the time period of July 2016 to present, California Customer Care
25 Representatives worked 155,469 workweeks
- 26 b. From the time period of July 2017 to present, California Customer Care
27 Representatives worked 117,470 workweeks.
- 28

1 c. From the time period of July 2016 to present, the average hourly rate of California
2 Customer Care Representatives was \$19.23.

3 d. From the time period of July 2017 to present, 367 California Customer Care
4 Representatives were terminated from employment.

5 8. Anthem pays its Customer Care Representatives every two weeks. From July 2019 to
6 present, 831 Customer Care Representatives received wage statements from Anthem for a total of
7 22,899 pay periods.

8 I declare under penalty of perjury under the laws of the United States and the State of California
9 that the foregoing is true and correct, and that this declaration is executed in Miami, Florida, on October
10 20, 2020.

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Dona Blackman

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Anthem Companies Customer Care Reps Owed Unpaid Wages, Lawsuit Claims](#)
