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11 Attorneys for Defendants
GERARD ROOF PRODUCTS, LLC, BORAL ROOFING LLC, BORAL
12 INDUSTRIES INC., HEADWATERS INCORPORATED, METROTILE
MANUFACTURING, LLC
13

14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 RICARDO VERGEL DE DIOS,
17 individually and on behalf of all others
similarly situated,

18 Plaintiff,

19 vs.

20 GERARD ROOF PRODUCTS, LLC;
21 BORAL ROOFING LLC; BORAL
22 INDUSTRIES INC.; HEADWATERS
23 INCORPORATED; METROTILE
24 MANUFACTURING, LLC; and DOES
1 through 20, inclusive,

25 Defendants.
26
27
28

CASE NO. 5:18-cv-1163

[San Bernardino County Superior Court
Case No. CIVDS1809414]

**DEFENDANTS' NOTICE OF
REMOVAL OF CIVIL ACTION
FROM STATE COURT**

Complaint Filed: April 19, 2018

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

3
4 PLEASE TAKE NOTICE that Defendants GERARD ROOF PRODUCTS,
5 LLC, BORAL ROOFING LLC, BORAL INDUSTRIES INC., HEADWATERS
6 INCORPORATED, and METROTILE MANUFACTURING, LLC (collectively,
7 “Defendants”), by and through their undersigned counsel, hereby remove the above-
8 entitled action currently pending in the Superior Court of the State of California in
9 and for the County of San Bernardino (the “State Court”) to the United States
10 District Court for the Central District of California on the ground that this Court has
11 original jurisdiction over this civil action pursuant to 28 U.S.C. § 1332, 1441 and
12 1446. In support of their Notice of Removal, Defendants aver as follows:

13
14 **STATE COURT ACTION**

15
16 1. On April 19, 2018, Plaintiff Ricardo Vergel De Dios (“Plaintiff”) filed
17 a Complaint against Defendants in the State Court, styled as *Ricardo Vergel De*
18 *Dios, individually and on behalf of all others similarly situated v. Gerard Roof*
19 *Products, LLC; Boral Roofing LLC; Boral Industries Inc.; Headwaters*
20 *Incorporated; Metrotile Manufacturing, LLC; and Does 1 through 20, inclusive,*
21 Case No. CIVDS1809414 (the “State Court Action”), a true and correct copy of
22 which is attached hereto as Exhibit A.

23
24 2. On or about April 30, 2018, Defendants Gerard Roof Products, LLC’s,
25 Metrotile Manufacturing, LLC’s and Boral Roofing LLC’s registered agents for
26 service of process were served via certified mail with a copy of the Summons and
27 Complaint. On or about May 4, 2018, all of the Defendants were personally served
28 via their registered agents for service of process with a copy of the Summons and

1 Complaint.

2

3 3. True and correct copies of the Summons, Complaint, and every other
4 process, pleading, and order served on Defendants in this action to date are attached
5 hereto as the Exhibits identified below:

6

Exhibit Document

7

A Complaint

8

B Summons on Complaint – Boral Roofing LLC

9

C Summons on Complaint – Gerard Roof Products, LLC

10

D Summons on Complaint – Boral Industries Inc.

11

E Summons on Complaint – Metrotile Manufacturing, LLC

12

F Civil Case Cover Sheet

13

G Certificate of Assignment

14

H Notice of Case Management Conference

15

I Alternate Dispute Resolution Packet

16

J Guidelines for the Complex Litigation Program

17

18 4. Defendants are informed and believe that the following additional
19 documents are also on file in the State Court Action:

20

Exhibit Document

21

K Summons on Complaint

22

L Proof of Service of Summons on Gerard Roof Products,
LLC

23

M Proof of Service of Summons on Headwaters Incorporated

24

N Proof of Service of Summons on Boral Roofing LLC

25

O Proof of Service of Summons on Metrotile Manufacturing,
LLC

26

27

P Proof of Service of Summons on Boral Industries Inc.

28

1 5. Defendants are informed and believe that they are the only defendants
2 that have been served with process in the State Court Action and are the only
3 defendants needed to join and consent to this removal. However, to the extent
4 otherwise required, Headwaters Incorporated consents to this removal.

5
6 **REMOVAL JURISDICTION**
7

8 6. This court has original jurisdiction under the Class Action Fairness Act
9 (“CAFA”), 28 U.S.C. §§ 1332(d), 1453 and 1711-15, and all other applicable bases
10 for removal.

11
12 7. As required by 28 U.S.C. § 1441, Defendants remove this case to the
13 United States District Court for the Central District of California, which is the
14 District Court embracing the place where the State Court Action was filed.

15
16 8. This action has not been previously removed to federal court.
17

18 9. This Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b),
19 which provides that a Notice of Removal “shall be filed within thirty days after the
20 receipt by the defendant, through service or otherwise, of a copy of the initial
21 pleading setting forth the claim upon which such action or proceeding is based.”
22 Defendants have timely filed this Notice of Removal within thirty days of the date
23 they were served with and received the Summons and Complaint in this action.

24
25 10. In accordance with 28 U.S.C. § 1446(d), Defendants will provide
26 contemporaneous written notice of this Notice of Removal to all adverse parties and
27 to the Clerk of the State Court.
28

1 **CAFA JURISDICTION**

2
3 11. This Court has original jurisdiction over this action pursuant to CAFA,
4 28 U.S.C. § 1332(d)(2). Under CAFA, this Court has jurisdiction over class actions
5 where any member of the class is a citizen of a State different from any defendant,
6 and where the aggregate amount in controversy exceeds the sum of \$5 million,
7 exclusive of interest and costs, and the number of members of all proposed plaintiff
8 classes in the aggregate is at least 100 class members. 28 U.S.C. § 1332(d)(2)-(6).
9 CAFA authorizes removal of such actions under 28 U.S.C. § 1446.

10
11 12. This action is one which may be removed to this Court by Defendants
12 because (1) the number of members of all proposed plaintiff classes in the aggregate
13 is at least 100 class members; (2) there is diversity of citizenship between Plaintiff
14 and at least one Defendant; and (3) the amount in controversy exceeds
15 \$5,000,000.00, exclusive of interest and costs.

16
17 13. Plaintiff purports to bring the California state law claims alleged in this
18 action pursuant to California Code of Civil Procedure § 382 as a class action, and
19 seeks class certification on behalf of the following class:

20 All California citizens currently or formerly employed by Defendants
21 as non-exempt employees in the State of California within four years
22 prior to the filing of this action to the date the class is certified
(‘Class’).

23 *See* Exh. A (Complaint), ¶ 20 (emph. omitted). Plaintiff also seeks to represent a
24 subclass of former employees, defined as follows:

25 All Class Members who separated their employment with Defendants
26 at any time within three years prior to the filing of this action to the
date the class is certified (‘Subclass’ or ‘Waiting Time Subclass’).

27 *Id.* at ¶ 21.

1 **CAFA Minimal Diversity of Citizenship**

2
3 14. **Plaintiff’s Citizenship.** Although the Complaint does not specifically
4 allege the citizenship of Plaintiff, Plaintiff alleges in his Complaint that at all times
5 since four years prior to the filing of his Complaint, Plaintiff has resided in San
6 Bernardino County, California. *See* Exh. A (Complaint), ¶ 10. In addition,
7 Defendants are informed and believe, and based thereon avers, that Plaintiff
8 presently has and at all times relevant to this action has had a driver’s license issued
9 by the State of California. Accordingly, Plaintiff is a resident and citizen of the
10 State of California. *See, e.g., Mondragon v. Capital One Auto Finance*, 776 F.3d
11 880, 885-86 (9th Cir. 2013) (holding that, in connection with removal to federal
12 court, a person’s continuing domicile in a state establishes citizenship “unless
13 rebutted with sufficient evidence of change”); *Lew v. Moss*, 797 F.2d 747, 751-52
14 (9th Cir. 1986) (holding that California was the state of domicile for a party with a
15 California residential address and a valid California drivers’ license).

16
17 15. **Defendant Headwaters Incorporated’s Citizenship.** As shown on
18 the California Secretary of State’s Business Entity Search website, Headwaters
19 Incorporated (“Headwaters”) is a Delaware corporation with its headquarters and
20 principal place of business in South Jordan, UT. *See* URL at
21 <http://kepler.sos.ca.gov/cbs.aspx> (search terms entered: “Headwaters Incorporated”).
22 At its corporate headquarters, Headwaters’s officers direct, control and coordinate
23 its activities and the majority of its executive and administrative functions are
24 performed there. Thus, Headwaters was not and is not a citizen of California but,
25 rather, was and is a citizen of Delaware and/or Utah for the purpose of determining
26 jurisdiction. *See Hertz Corp. v. Friend*, 130 S.Ct. 1181, 1192 (2010) (for the
27 purposes of removal, the “nerve center” test applies, whereby a corporation is
28 deemed to be a citizen of the State where the corporation’s officers direct, control,

1 and coordinate the corporation’s activities).
2

3 16. Based on the foregoing, CAFA’s minimal diversity requirement is
4 satisfied because Plaintiff purports to be a member of the putative class he seeks to
5 represent and is a citizen of a state that is different from at least one Defendant.

6 **Size Of Proposed Plaintiff Class**
7

8 17. According to the Complaint, the potential class is “estimated to be
9 greater than one hundred (100) individuals.” *See* Exh. A (Complaint), ¶ 25(a). As
10 such, the aggregate membership of the Proposed Class is at least 100 as required
11 under CAFA.
12

13 **CAFA Amount In Controversy**
14

15 18. The claims of the individual members in a “class action” are aggregated
16 to determine if the amount in controversy exceeds the sum or value of \$5 million.
17 *See* 28 U.S.C. §§ 1332(d)(6), (11). In addition, Congress intended for federal
18 jurisdiction to be appropriate under CAFA “if the value of the matter in litigation
19 exceeds \$5,000,000 either from the viewpoint of the plaintiff or the viewpoint of the
20 defendant, and regardless of the type of relief sought (*e.g.*, damages, injunctive
21 relief, or declaratory relief).” Senate Judiciary Committee Report, S. Rep. 109-14,
22 at 42. Moreover, the Senate Judiciary Committee’s Report on the final version of
23 CAFA makes clear that any doubts regarding the maintenance of interstate class
24 actions in state or federal court should be resolved in favor of federal jurisdiction.
25 S. Rep. 109-14, at 42-43 (“[I]f a federal court is uncertain about whether ‘all matters
26 in controversy’ in a purported class action ‘do not in the aggregate exceed the sum
27 or value of \$5,000,000, the court should err in favor of exercising jurisdiction over
28 the case . . . Overall, new section 1332(d) is intended to expand substantially federal

1 court jurisdiction over class actions. Its provisions should be read broadly, with a
2 strong preference that interstate class actions should be heard in a federal court if
3 properly removed by any defendant.”).

4
5
6 19. Plaintiff does not seek a specific dollar amount of recovery in his
7 Complaint. However, a defendant may remove a suit to a federal court
8 notwithstanding the failure of a plaintiff to plead a specific dollar amount in
9 controversy. To that end, a defendant’s notice of removal need include only a
10 plausible allegation that the amount in controversy exceeds the jurisdictional
11 threshold, and a defendant’s allegations regarding federal court jurisdiction must be
12 accepted as true unless and until otherwise contested by a plaintiff. *See Dart*
13 *Cherokee Basin Operating Co. v. Owens*, 135 S.Ct. 547, 554 (2014).

14
15 20. Plaintiff’s Complaint alleges that Defendants “have engaged in a
16 systematic pattern of wage and hour violations” which include “failing to pay all
17 wages (including minimum wages and overtime wages);” “failing to provide lawful
18 meal periods or compensation in lieu thereof;” “failing to authorize or permit lawful
19 rest breaks or provide compensation in lieu thereof;” “failing to provide accurate
20 itemized wage statements;” and “failing to pay all wages due upon separation of
21 employment.” *See* Exh. A (Complaint), ¶ 4. Plaintiff also alleges that his claims
22 “are *typical* of the claims ... of the Class Members because Defendants’ failure to
23 comply with the provisions of California’s wage and hour laws entitled each Class
24 Member to *similar pay, benefits, and other relief.*” *Id.* at ¶ 25(b) (emph. added).
25 Plaintiff further alleges that the “*injuries sustained by Plaintiff are also typical of*
26 *the injuries sustained by the Class Members*, because they arise out of and are
27 caused by Defendants’ common course of conduct as alleged herein.” *Id.* (emph.
28 added). Plaintiff seeks to recover on behalf of himself and the putative class

1 members he purports to represent “unpaid wages and benefits, interest, attorneys’
2 fees, costs and expenses, and penalties pursuant to Labor Code §§ 201-203, 226,
3 226.7, 510, 512, 1194, 1194.2, 1197, and 1198, and Code of California Civil
4 Procedure § 1021.5.” *Id.* at ¶ 5. Assuming for purposes of removal only that the
5 allegations of Plaintiff’s Complaint regarding his theories of liability are true but
6 without any type of express or implied admission that any such liability in fact
7 exists, the amount in controversy on Plaintiff’s claims alleged in this action is
8 plausibly estimated to exceed \$5 million.

9
10 21. **Meal Break Claims.** Plaintiff’s Third Cause of Action alleges that
11 “Plaintiff and Class Members did not receive compliant meal periods for working
12 more than five (5) and/or ten (10) hours per day because their meal periods were
13 missed, late, short, and/or they were not permitted to take a second meal period.”
14 *Id.* at ¶ 61. For this cause of action, Plaintiff seeks one additional hour of pay for
15 himself and each putative class member at each employee’s regular rate for each day
16 that the ostensibly required meal break was not provided. *Id.* at ¶¶ 62-64.
17 Plaintiff’s Seventh Cause of Action seeks “restitution” of the same payments under
18 the California Unfair Competition Law (“UCL”). *See* Exh. A (Complaint) ¶¶ 88(b),
19 96. This claim is subject to a four-year statute of limitations.

20
21 22. Plaintiff’s time and wage records for the most recent one-year time
22 period he was employed, from December 15, 2016 through December 15, 2017,
23 show that Plaintiff worked 238 days. Of those 238 days, Plaintiff’s time records
24 show that he worked a shift of more than five hours such that at least one 30-minute,
25 duty-free, uninterrupted meal break would be facially owed on 235 of those days,
26 but that such break was either not recorded at all or was recorded as having been
27 taken after the fifth hour of work and/or for less than 30 consecutive minutes, on
28 213 of those days. Furthermore, Plaintiff’s base hourly rate during that one-year

1 time period was \$27.84. Although Plaintiff's employment for purposes of this
2 action began more than four years before the filing of his Complaint in this action,
3 Defendants conservatively utilize only the truncated one-year time period described
4 above and a regular hourly rate of \$27.00 for purposes of calculating the amount in
5 controversy. Based on the foregoing, the amount in controversy on Plaintiff's
6 individual claim for meal break violations is at least \$5,751.00 (213 ostensible
7 violation days x \$27.00).

8
9 23. Based on Plaintiff's allegations that the putative class members are
10 entitled to "similar pay, benefits, and other relief," Defendant reasonably assumes
11 for purposes of removal only that the amount in controversy with respect to
12 each of the putative class members' claims for meal break violations will equal or
13 exceed the amount in controversy on Plaintiff's individual claim. Furthermore, in
14 the interest of maintaining conservative calculations, Defendants calculate the
15 amount in controversy for only a subset of putative class members who were
16 employed within the *one-year* period preceding the filing of the Complaint. Based
17 on Plaintiff's proposed class definition, there are 377 putative class members during
18 the one-year period preceding the filing of the Complaint. Therefore, Defendants
19 conservatively calculate the total amount in controversy on Plaintiff's putative class
20 claims for meal break violations to be at least \$2,168,127.00 (\$5,751 x 377 putative
21 class members).

22
23 24. Accordingly, based on the foregoing Defendant calculates the total
24 amount in controversy with respect to Plaintiff's claims for meal break violations to
25 be at least **\$2,168,127.00**.

26
27 25. **Inaccurate Wage Statement Penalties.** Plaintiff's Fifth Cause of
28 Action alleges that Defendants "have knowingly and intentionally failed to comply

1 with Labor Code § 226(a) on wage statements that were provided to Plaintiff and
2 Class Members” and that he and putative class members “were not provided with
3 accurate itemized wage statements.” *See* Exh. A (Complaint), ¶¶ 32, 74. Plaintiff
4 alleges that the “deficiencies include, among other thing, the failure to correctly
5 state the pay period for which the employee is being paid, net wages earned, total
6 hours worked, all applicable hourly rates in effect, and the number of hours worked
7 at each hourly rate by Plaintiff and Class Members.” *Id.* at ¶ 74. On that basis,
8 Plaintiff seeks to recover “damages” for the proposed class pursuant to Cal. Lab.
9 Code § 226(e) (“Section 226(e)”) in an amount equal to fifty dollars (\$50) per
10 employee for the initial pay period in which a violation occurs and one hundred
11 dollars (\$100) per employee for each violation in a subsequent period, up to the
12 statutory maximum of \$4,000 per employee. *See id.* at ¶ 76; Cal. Lab. Code §
13 226(e). This claim is subject to a one-year statute of limitations.

14
15 26. Where, as here, a statutory maximum is specified and the complaint
16 does not allege a precise calculation of damages, courts have held that it is
17 reasonable to assume the maximum statutory penalty available in determining
18 whether the jurisdictional amount in controversy requirement is met. *See, e.g.,*
19 *Coleman v. Estes Express Lines, Inc.*, 730 F.Supp.2d 1141, 1149 (C.D. Cal. July 19,
20 2010) (applying \$4,000 maximum statutory penalties available under Cal. Lab.
21 Code § 226(e)); *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp. 2d 1199, 1205
22 (E.D. Cal. 2008) (“Where a statutory maximum is specified, courts may consider the
23 maximum statutory penalty available in determining whether the jurisdictional
24 amount in controversy requirement is met.”).

25
26 27. There are 266 putative class members who were employed without
27 having their employment terminated during the entire duration of the one-year
28 period preceding the filing of the Complaint in this action. Plaintiff’s Complaint

1 fails to allege any calculation of damages for these individuals. Therefore, based on
2 the \$4,000 maximum statutory penalty available under Cal. Lab. Code § 226(e),
3 Defendants reasonably calculate the total amount in controversy on Plaintiff's
4 individual and putative class claims for inaccurate wage statement penalties to be at
5 least **\$1,064,000.00** (\$4,000 x 266).

6 28. **Waiting Time Penalties.** Plaintiff's Sixth Cause of Action alleges that
7 Defendants willfully failed to pay all terminated employees their earned wages and
8 meal and rest period premiums upon termination. *See* Exh. A (Complaint), ¶ 81.
9 Plaintiff seeks recovery of statutory waiting time penalties under Cal. Labor Code §
10 203 in a sum equal to the wages of each terminated or resigning employee from the
11 due date thereof and for thirty days thereafter. *Id.* at ¶ 83. This claim is subject to a
12 three-year statute of limitations.

13
14 29. Plaintiff's hourly rate of pay at the time of his termination was \$27.84.
15 Thus, utilizing a typical work day of eight hours per day, the amount in controversy
16 on Plaintiff's individual claim for statutory waiting time penalties is at least
17 \$6,681.60 [\$27.84 per hour x 8 hours per day x 30 days].

18
19 30. During the three-year period ending on the date of the filing of the
20 Complaint in this action, the employment of 235 putative class members terminated.
21 Applying the waiting time penalty amount attributable to Plaintiff's individual claim
22 for relief to each of the former putative class member employees whose claims
23 Plaintiff alleges are typical of his and who are allegedly entitled to similar pay and
24 relief, the total amount in controversy on Plaintiff's individual and putative class
25 claims for waiting time penalties is **\$1,570,176.00** (\$6,681.60 x 235 former
26 employees).

27
28 31. **Statutory Attorneys' Fees.** Plaintiff also seeks statutory attorneys'

1 fees in connection with all of his causes of action in the Complaint. *See* Exh. A
2 (Complaint), Prayer for Relief at ¶ 13. In the Ninth Circuit, when attorneys’ fees are
3 authorized by statute, they are appropriately part of the calculation of the “amount in
4 controversy” for purposes of removal. *Kroske v. U.S. Bank Corp.*, 432 F.3d 976,
5 980 (9th Cir. 2005); *Johnson v. America Online, Inc.*, 280 F.Supp.2d 1018 (N.D.
6 Cal. 2003); *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1155-56 (9th Cir. 1998)
7 (“[W]here an underlying statute authorizes an award of attorneys’ fees, either with
8 mandatory or discretionary language, such fees may be included in the amount in
9 controversy.”). Where, as here, a common fund recovery potentially is sought, the
10 Ninth Circuit uses a benchmark rate of 25% of the potential award as an estimate for
11 attorneys’ fees. *See, e.g., Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir.
12 1998) (“This circuit has established 25% ... as a benchmark award for attorney
13 fees.”); *Glass v. UBS Fin. Servs.*, 331 Fed.Appx. 452, 457 (9th Cir. 2009). Utilizing
14 the 25% benchmark for attorneys’ fees used in the Ninth Circuit, Defendant
15 calculates the amount in controversy on Plaintiff’s **statutory attorneys’ fees claim**
16 to be **\$1,200,575.75** [(\$2,168,127.00 + \$1,064,000.00 + \$1,570,176.00) x 25%].
17

18 32. Based on the foregoing calculations, which utilize only a limited subset
19 of Plaintiff’s alleged putative class action claims for a limited portion of the putative
20 class period, the **amount in controversy** for the putative class action claims of the
21 proposed classes Plaintiff seeks to represent, exclusive of interest and costs, is
22 conservatively calculated to be **at least \$6,002,878.75**, which exceeds the \$5 million
23 jurisdictional threshold under CAFA:
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25
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<u>Cause of Action / Claim</u>	<u>Amount in Controversy</u>
Meal Break Violations (Third and Seventh Causes of Action)	\$2,168,127.00
Inaccurate Wage Statement Penalties (Fifth Cause of Action)	\$1,064,000.00
Waiting Time Penalties (Sixth Cause of Action)	\$1,570,176.00
Statutory Attorneys' Fees (25%)	\$1,200,575.75
TOTAL AMOUNT IN CONTROVERSY:	\$6,002,878.75

33. Accordingly, this Court has original jurisdiction in this action under 28 U.S.C. § 1332 because CAFA permits removal of a class action where, as here: (1) there is minimal diversity of citizenship between the parties; (2) the membership of all proposed plaintiff classes in the aggregate is at least 100; and (3) the amount in controversy exceeds \$5 million.

VENUE

34. As the State Court Action is now pending in San Bernardino County, California, Defendants are entitled, pursuant to 28 U.S.C. § 1441(a), to remove this action to the United States District Court for the Central District of California, without waiver or limitation of their right to seek transfer of this action to another district pursuant to applicable law.

35. Nothing in this Notice of Removal is intended or should be construed as any type of express or implied admission by Defendants of any fact, of the validity or merits of any of Plaintiff's claims, causes of action, and allegations, or of any liability for the same, all of which are hereby expressly denied, or as any type of

1 express or implied waiver or limitation of any of Defendants’ rights, claims,
2 remedies, and defenses in connection with this action, all of which are hereby fully
3 and expressly reserved. Further, Defendants expressly reserve their right to amend
4 or supplement this Notice of Removal and the evidence in support thereof to the
5 fullest extent permitted by applicable law.

6 WHEREFORE, Defendants respectfully request that the above-captioned
7 action now pending in the State Court be removed to this United States District
8 Court.

9

10 DATED: May 30, 2018

MCGUIREWOODS LLP
LATHROP GAGE LLP

11

12

By: /s/ Matthew C. Kane
Michael D. Mandel, Esq.
Matthew C. Kane, Esq.
Jack D. Rowe, Esq.
*(pro hac vice application
forthcoming)*
Brian N. Woolley, Esq.
*(pro hac vice application
forthcoming)*

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Attorneys for Defendants

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1800 Century Park East, 8th Floor, Los Angeles, CA 90067.

On May 30, 2018, I served the following document described as **DEFENDANTS' NOTICE OF REMOVAL OF CIVIL ACTION FROM STATE COURT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Kashif Haque, Esq. Samuel A. Wong, Esq. Jessica L. Campbell, Esq. Carolyn M. Bell, Esq. AEGIS LAW FIRM, PC 9811 Irvine Center Drive, Suite 100 Irvine, CA 92618 Telephone: (949) 379-6250 Facsimile: (949) 379-6251	Attorneys for Plaintiff Ricardo Vergel De Dios
---	---

- BY MAIL:** I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Los Angeles, CA, on that same day following ordinary business practices. (C.C.P. § 1013 (a) and 1013a(3))
- BY OVERNIGHT DELIVERY:** I deposited such document(s) in a box or other facility regularly maintained by the overnight service carrier, or delivered such document(s) to a courier or driver authorized by the overnight service carrier to receive documents, in an envelope or package designated by the overnight service carrier with delivery fees paid or provided for, addressed to the person(s) served hereunder. (C.C.P. § 1013(d)(e))
- BY PERSONAL SERVICE:** I caused such envelope(s) to be delivered the addressee(s). (C.C.P. § 1011)

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on May 30, 2018, at Los Angeles, CA.

Vaneta D. Birtha'

 Vaneta D. Birtha

1 **AEGIS LAW FIRM, PC**
 2 KASHIF HAQUE, State Bar No. 218672
 3 SAMUEL A. WONG, State Bar No. 217104
 4 JESSICA L. CAMPBELL, State Bar No. 280626
 5 CAROLYN M. BELL, State Bar No. 313435
 6 9811 Irvine Center Drive, Suite 100
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FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN BERNARDINO
 SAN BERNARDINO DISTRICT

APR 19 2018

7 Attorneys for Plaintiff Ricardo Vergel De Dios, individually,
 and on behalf of all others similarly situated.

M. Romo L.
 MARIA ROMO LOPEZ, DEPUTY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **FOR THE COUNTY OF SAN BERNARDINO**

11 RICARDO VERGEL DE DIOS,
 12 individually and on behalf of all others
 13 similarly situated,

Plaintiff,

14 vs.

16 GERARD ROOF PRODUCTS, LLC;
 17 BORAL ROOFING LLC; BORAL
 INDUSTRIES INC.; HEADWATERS
 18 INCORPORATED; METROTILE
 MANUFACTURING, LLC; and DOES 1
 19 through 20, inclusive,

20 Defendants.

Case No. CIVDS1809414

\$ 1000.00 180419-0931
 \$ 435.00 180419-0936

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Provide Accurate Itemized Wage Statements;
6. Failure to Pay All Wages Due Upon Separation of Employment; and
7. Violation of Business and Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

BY FAX

1 Plaintiff Ricardo Vergel De Dios, individually, and on behalf of others similarly
2 situated, alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Ricardo Vergel De Dios ("Plaintiff") brings this putative class action
5 against defendants GERARD ROOF PRODUCTS, LLC; BORAL ROOFING LLC; BORAL
6 INDUSTRIES INC.; HEADWATERS INCORPORATED; METROTILE
7 MANUFACTURING, LLC and DOES 1 through 20, inclusive (collectively, "Defendants"), on
8 behalf of himself individually and a putative class of California citizens who are and were
9 employed by Defendants as non-exempt employees throughout California.

10 2. Defendants are in the business of designing and manufacturing roofing products
11 in the State of California.

12 3. Through this action, Plaintiff alleges that Defendants have engaged in a
13 systematic pattern of wage and hour violations under the California Labor Code and Industrial
14 Welfare Commission ("IWC") Wage Orders, all of which contribute to Defendants' deliberate
15 unfair competition.

16 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have
17 increased their profits by violating state wage and hour laws by, among other things:

- 18 (a) failing to pay all wages (including minimum wages and overtime
- 19 wages);
- 20 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 21 (c) failing to authorize or permit lawful rest breaks or provide compensation
- 22 in lieu thereof;
- 23 (d) failing to provide accurate itemized wage statements; and
- 24 (e) failing to pay all wages due upon separation of employment.

25 5. Plaintiff seeks monetary relief against Defendants on behalf of himself and all
26 others similarly situated in California to recover, among other things, unpaid wages and
27 benefits, interest, attorneys' fees, costs and expenses, and penalties pursuant to Labor Code §§
28

1 201-203, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 1198, and Code of California Civil
2 Procedure § 1021.5.

3 **JURISDICTION AND VENUE**

4 6. This is a class action pursuant to California Code of Civil Procedure § 382. The
5 monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional limits
6 of the Superior Court and will be established according to proof at trial.

7 7. This Court has jurisdiction over this action pursuant to the California
8 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all
9 causes except those given by statutes to other courts. The statutes under which this action is
10 brought do not specify any other basis for jurisdiction.

11 8. This Court has jurisdiction over all Defendants because, upon information and
12 belief, they are citizens of California, have sufficient minimum contacts in California, or
13 otherwise intentionally avail themselves of the California market so as to render the exercise of
14 jurisdiction over them by the California courts consistent with traditional notions of fair play
15 and substantial justice.

16 9. Venue is proper in this Court because, upon information and belief, Defendants
17 reside, transact business, or have offices in this county, and the acts and omissions alleged
18 herein took place in this county.

19 **THE PARTIES**

20 10. Plaintiff is a resident of California in the County of San Bernardino and worked
21 for Defendants in California during the relevant time periods as alleged herein.

22 11. Plaintiff is informed and believes, and thereon alleges that at all times
23 hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage
24 Orders as employers, whose employees were and are engaged throughout this county and the
25 State of California.

26 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein
27 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
28

1 Complaint and serve such fictitiously named defendants once their names and capacities
2 become known.

3 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
4 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants
5 at all relevant times.

6 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
7 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
8 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
9 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as
10 the employer and/or joint employer of Plaintiff and the class members.

11 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the
12 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
13 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
14 the other's behalf. The acts of any and all Defendants were in accordance with, and represent,
15 the official policy of Defendants.

16 16. At all relevant times, Defendants, and each of them, acted within the scope of
17 such agency or employment, or ratified each and every act or omission complained of herein.
18 At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
19 each and all the other Defendants in proximately causing the damages herein alleged.

20 17. Plaintiff is informed and believes, and thereon alleges, that each of said
21 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
22 omissions, occurrences, and transactions alleged herein.

23 CLASS ACTION ALLEGATIONS

24 18. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of
25 himself and all others similarly situated who were affected by Defendants' Labor Code,
26 Business and Professions Code §§ 17200, and IWC Wage Order violations.

27 19. All claims alleged herein arise under California law for which Plaintiff seeks
28 relief authorized by California law.

1 20. Plaintiff's proposed class consists of and is defined as follows:

2 Class

3 All California citizens currently or formerly employed by Defendants as non-
4 exempt employees in the State of California within four years prior to the filing of
5 this action to the date the class is certified ("Class").

6 21. Plaintiff also seeks to certify the following subclass of employees:

7 Waiting Time Subclass

8 All Class Members who separated their employment with Defendants at any time
9 within three years prior to the filing of this action to the date the class is certified
10 ("Subclass" or "Waiting Time Subclass").

11 22. Plaintiff reserves the right to establish other or additional subclasses, or modify
12 or re-define the Class, or any class or subclass definition as appropriate based on investigation,
13 discovery, and specific theories of liability.

14 23. Members of the Class and the Subclass described above will be collectively
15 referred to as "Class Members."

16 24. There are common questions of law and fact as to the Class Members that
17 predominate over any questions affecting only individual members including, but not limited to,
18 the following:

19 (a) Whether Defendants paid Plaintiff and Class Members all wages
20 (including minimum wages and overtime wages) for all hours worked by
21 Plaintiff and Class Members.

22 (b) Whether Defendants required Plaintiff and Class Members to work over
23 8 hours per day, over twelve (12) hours per day, and/or over forty (40)
24 hours per week and failed to pay them overtime compensation at the
25 proper rate.

26 (c) Whether Defendants deprived Plaintiff and Class Members of timely
27 meal periods or required Plaintiff and Class Members to work through
28 meal periods without compensation.

- 1 (d) Whether Defendants deprived Plaintiff and Class Members of rest breaks
2 or required Plaintiff and Class Members to work through rest breaks
3 without compensation.
- 4 (e) Whether Defendants failed to provide Plaintiff and Class Members
5 accurate itemized wage statements.
- 6 (f) Whether Defendants failed to timely pay Plaintiff and the Subclass all
7 wages due upon termination or within seventy-two (72) hours of
8 resignation.
- 9 (g) Whether Defendants' conduct was willful or reckless.
- 10 (h) Whether Defendants engaged in unfair business practices in violation of
11 Business and Professions Code §§ 17200, *et seq.*

12 25. There is a well-defined community of interest in this litigation and the proposed
13 Class and Subclass are readily ascertainable:

14 (a) Numerosity: The Class Members are so numerous that joinder of all
15 members is impractical. Although the members of the entire Class and Subclass are unknown
16 to Plaintiff at this time, on information and belief, the class is estimated to be greater than one
17 hundred (100) individuals. The identities of the Class Members are readily ascertainable by
18 inspection of Defendants' employment and payroll records.

19 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the
20 claims (or defenses, if any) of the Class Members because Defendants' failure to comply with
21 the provisions of California's wage and hour laws entitled each Class Member to similar pay,
22 benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries
23 sustained by the Class Members, because they arise out of and are caused by Defendants'
24 common course of conduct as alleged herein.

25 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
26 interests of all Class Members because it is in his best interest to prosecute the claims alleged
27 herein to obtain full compensation and penalties due to his and the Class Members. Plaintiff's
28 attorneys, as proposed class counsel, are competent and experienced in litigating large

1 employment class actions and versed in the rules governing class action discovery,
2 certification, and settlement. Plaintiff has incurred and, throughout the duration of this action,
3 will continue to incur attorneys' fees and costs that have been and will be necessarily expended
4 for the prosecution of this action for the substantial benefit of the Class Members.

5 (d) Superiority: The nature of this action makes use of class action
6 adjudication superior to other methods. A class action will achieve economies of time, effort,
7 and expense as compared with separate lawsuits and will avoid inconsistent outcomes because
8 the same issues can be adjudicated in the same manner for the entire Class and Subclass at the
9 same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently
10 manage this case as a class action.

11 (e) Public Policy Considerations: Employers in the State of California
12 violate employment and labor laws every day. Current employees are often afraid to assert their
13 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing
14 actions because they believe their former employers might damage their future endeavors
15 through negative references and/or other means. Class actions provide class members who are
16 not named in the complaint with a type of anonymity that allows for the vindication of their
17 rights while affording them privacy protections.

18 GENERAL ALLEGATIONS

19 26. At all relevant times mentioned herein, Defendants employed Plaintiff and other
20 California residents as non-exempt employees at Defendants' California business location(s).

21 27. Defendants continue to employ non-exempt employees within California.

22 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
23 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals
24 who were knowledgeable about California's wage and hour laws, employment and personnel
25 practices, and the requirements of California law.

26 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and Class Members were entitled to receive wages for all time
28 worked (including minimum wages and overtime wages) and that they were not receiving all

1 wages earned for work that was required to be performed. In violation of the Labor Code and
2 IWC Wage Orders, Plaintiff and Class Members were not paid all wages (including minimum
3 wages and overtime wages) for all hours worked. Further, when Plaintiff and Class Members
4 were paid overtime wages, the overtime rate was calculated incorrectly because it failed to
5 include incentive pay, such as bonuses, resulting in an underpayment of overtime wages.

6 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and Class Members were entitled to receive all required meal
8 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
9 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the
10 Labor Code and IWC Wage Orders, Plaintiff and Class Members did not receive all meal
11 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
12 rate of pay when they did not receive a timely, uninterrupted meal period.

13 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or
15 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
16 when a rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff
17 and Class Members did not receive all rest breaks or payment of one (1) additional hour of pay
18 at Plaintiff's and Class Members' regular rate of pay when a rest break was missed.

19 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and Class Members were entitled to receive itemized wage
21 statements that accurately showed the pay period for which the employee is being paid, net
22 wages earned, total hours worked, all applicable hourly rates in effect, and the number of hours
23 worked at each hourly rate in accordance with California law. In violation of the Labor Code,
24 Plaintiff and Class Members were not provided with accurate itemized wage statements.

25 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and the Waiting Time Subclass were entitled to timely
27 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
28 and the Subclass did not receive payment of all wages within permissible time periods.

1 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known they had a duty to compensate Plaintiff and Class Members, and
3 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
4 intentionally failed to do so in order to increase Defendants' profits.

5 35. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
6 against Defendants on behalf of himself and all Class Members to recover, among other things,
7 unpaid wages (including minimum wages and overtime wages), unpaid meal period premium
8 payments, unpaid rest period premium payments, interest, attorneys' fees, penalties, costs, and
9 expenses.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

12 (Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §§3-4)

13 36. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
14 though fully set forth herein.

15 37. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
16 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
17 wage than the minimum so fixed is unlawful.

18 38. During the relevant time period, Defendants paid Plaintiff and Class Members
19 less than minimum wages when they failed to pay proper compensation for all hours worked,
20 including time worked during missed and/or interrupted meal periods. To the extent these hours
21 do not qualify for the payment of overtime, Plaintiff and Class Members were not being paid at
22 least minimum wage for their work.

23 39. During the relevant time period, Defendants regularly failed to pay at least
24 minimum wage to Plaintiff and Class Members for all hours worked pursuant to Labor Code
25 §§ 1194 and 1197.

26 40. Defendants' failure to pay Plaintiff and Class Members the required minimum
27 wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class
28

1 Members are entitled to recover the unpaid balance of their minimum wage compensation as
2 well as interest, costs, and attorneys' fees.

3 41. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to
4 recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued
5 interest thereon.

6 SECOND CAUSE OF ACTION

7 FAILURE TO PAY OVERTIME AND DOUBLE TIME

8 (Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

9 42. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
10 though fully set forth herein.

11 43. Labor Code § 1198 and the applicable IWC Wage Order provide that it is
12 unlawful to employ persons without compensating them at a rate of pay either one and one-half
13 (1½) or two (2) times the person's regular rate of pay, depending on the number of hours
14 worked by the person on a daily or weekly basis.

15 44. Specifically, the applicable IWC Wage Orders provide that Defendants are and
16 were required to pay overtime compensation to Plaintiff and Class Members at the rate of one
17 and one-half times (1½) their regular rate of pay when working and for all hours worked in
18 excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first
19 eight (8) hours of work on the seventh day of work in a workweek.

20 45. The applicable IWC Wage Orders further provide that Defendants are and were
21 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times
22 their regular rate of pay when working and for all hours worked in excess of twelve (12) hours
23 in a day or in excess of eight (8) hours on the seventh day of work in a workweek.

24 46. California Labor Code § 510 codifies the right to overtime compensation at one
25 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in
26 a day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
27 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
28

1 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
2 seventh day of work in a workweek.

3 47. Labor Code § 510 and the applicable IWC Wage Orders provide that
4 employment of more than six days in a workweek is only permissible if the employer pays
5 proper overtime compensation as set forth herein.

6 48. Plaintiff and Class Members were non-exempt employees entitled to the
7 protections of California Labor Code §§ 510 and 1194.

8 49. During the relevant time period, Defendants required Plaintiff and Class
9 Members to work in excess of eight (8) hours in a day and/or forty (40) hours in a week or for
10 a seventh day in a workweek without paying Plaintiff and Class Members proper overtime
11 wages for their work.

12 50. During the relevant time period, Defendants required Plaintiff and Class
13 Members to work in excess of twelve (12) hours in a day and/or in excess of eight (8) hours on
14 the seventh day of work in a workweek without paying Plaintiff and Class Members double
15 time wages for their work.

16 51. During the relevant time period, Defendants failed to pay Plaintiff and Class
17 Members overtime wages for all overtime hours worked when Plaintiff and Class Members
18 worked in excess of eight (8) hours in a day and/or forty (40) hours in a week or for a seventh
19 day of work in a workweek, or when Plaintiff and Class Members worked in excess of twelve
20 (12) hours in a day and/or in excess of eight (8) hours on the seventh day of work in a work
21 week. Further, Plaintiff and Class Members were required to work through meal periods
22 without being compensated for any overtime wages earned, which caused Plaintiff and Class
23 Members to not be paid overtime wages. To the extent these hours qualify for the payment of
24 overtime, Plaintiff and Class Members worked shifts of eight (8) hours or more Plaintiff and
25 Class Members were not being paid proper overtime wages.

26 52. During the relevant time period, Defendant further failed to include incentive
27 pay, such as bonuses, in the overtime rate paid to Plaintiff and Class Members. Thus,
28 Defendant failed to pay all overtime wages owed to Plaintiff and Class Members.

1 53. In violation of state law, Defendants knowingly and willfully refused to perform
2 their obligations and compensate Plaintiff and Class Members for all wages earned and all
3 hours worked, including time worked during missed and/or interrupted meal and rest periods as
4 alleged above.

5 54. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of
6 overtime and double time compensation, as required by California law, violates the provisions
7 of Labor Code §§ 510 and 1198, and is therefore unlawful.

8 55. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to
9 recover their unpaid overtime and double time compensation as well as interest, costs, and
10 attorneys' fees.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PROVIDE MEAL PERIODS**

13 (Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

14 56. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
15 though fully set forth herein

16 57. Labor Code § 226.7 provides that no employer shall require an employee to work
17 during any meal period mandated by the IWC Wage Orders.

18 58. Section 11 of the applicable IWC Wage Order states, "[n]o employer shall
19 employ any person for a work period of more than five (5) hours without a meal period of not
20 less than 30 minutes, except that when a work period of not more than six (6) hours will
21 complete the day's work the meal period may be waived by mutual consent of the employer and
22 the employee."

23 59. Labor Code § 512(a) provides that an employer may not require, cause, or permit
24 an employee to work for a period of more than five (5) hours per day without providing the
25 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
26 the total work period per day of the employee is not more than six (6) hours, the meal period
27 may be waived by mutual consent of both the employer and the employee.
28

1 60. Labor Code § 512(a) also provides that an employer may not employ an
2 employee for a work period of more than ten (10) hours per day without providing the employee
3 with a second meal period of not less than thirty (30) minutes, except that if the total hours
4 worked is no more than twelve (12) hours, the second meal period may be waived by mutual
5 consent of the employer and the employee only if the first meal period was not waived.

6 61. During the relevant time period, Plaintiff and Class Members did not receive
7 compliant meal periods for working more than five (5) and/or ten (10) hours per day because
8 their meal periods were missed, late, short, and/or they were not permitted to take a second meal
9 period.

10 62. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
11 an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of
12 compensation for each work day that a compliant meal period is not provided.

13 63. At all relevant times, Defendants failed to pay Plaintiff and Class Members meal
14 period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b)
15 and section 11 of the applicable IWC Wage Order.

16 64. As a result of Defendants' failure to pay Plaintiff and Class Members an
17 additional hour of pay for each day a compliant meal period was not provided, Plaintiff and
18 Class Members suffered and continue to suffer a loss of wages and compensation.

19 **FOURTH CAUSE OF ACTION**

20 **FAILURE TO PERMIT REST BREAKS**

21 (Violation of Labor Code § 226.7; Violation of IWC Wage Order § 12)

22 65. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
23 though fully set forth herein.

24 66. Labor Code § 226.7(a) provides that no employer shall require an employee to
25 work during any rest period mandated by the IWC Wage Orders.

26 67. Section 12 of the applicable IWC Wage Order states "[e]very employer shall
27 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
28 the middle of each work period[,]" and the "[a]uthorized rest period time shall be based on the

1 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
2 fraction thereof[,]" unless the total daily work time is less than three and one-half (3½) hours.

3 68. During the relevant time period, Plaintiff and Class Members did not receive a
4 ten (10) minute rest period for every four (4) hours or major fraction thereof worked because
5 they were required to work through their daily rest periods and/or were not authorized to take
6 their rest periods.

7 69. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order
8 requires an employer to pay an employee one (1) additional hour of pay at the employee's
9 regular rate of compensation for each work day that a compliant rest period is not provided.

10 70. At all relevant times, Defendants failed to pay Plaintiff and Class Members rest
11 period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code §
12 226.7(b) and section 12 of the applicable IWC Wage Order.

13 71. As a result of Defendants' failure to pay Plaintiff and Class Members an
14 additional hour of pay for each day a compliant rest period was not provided, Plaintiff and Class
15 Members suffered and continue to suffer a loss of wages and compensation.

16 **FIFTH CAUSE OF ACTION**

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

18 (Violation of Labor Code § 226)

19 72. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
20 though fully set forth herein.

21 73. Labor Code § 226(a) requires Defendants to provide each employee with an
22 accurate wage statement in writing showing nine pieces of information, including, the
23 following: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of
24 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate
25 basis, (4) all deductions, provided that all deductions made on written orders of the employee
26 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
27 period for which the employee is paid, (7) the name of the employee and the last four digits of
28 his or her social security number or an employee identification number other than a social

1 security number, (8) the name and address of the legal entity that is the employer, and (9) all
2 applicable hourly rates in effect during the pay period and the corresponding number of hours
3 worked at each hourly rate by the employee.

4 74. During the relevant time period, Defendants have knowingly and intentionally
5 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff
6 and Class Members. The deficiencies include, among other things, the failure to correctly state
7 the pay period for which the employee is being paid, net wages earned, total hours worked, all
8 applicable hourly rates in effect, and the number of hours worked at each hourly rate by
9 Plaintiff and Class Members.

10 75. As a result of Defendants' knowing and intentional failure to comply with Labor
11 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their
12 statutorily-protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an
13 injury pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor
14 Code § 226(a). Plaintiff and Class Members were denied both their legal right to receive, and
15 their protected interest in receiving, accurate itemized wage statements under Labor Code
16 § 226(a). In addition, because Defendants failed to provide the accurate rates of pay on wage
17 statements, Defendants prevented Plaintiff and Class Members from determining if all hours
18 worked were paid at the appropriate rate and the extent of the underpayment. Plaintiff has had
19 to file this lawsuit in order to analyze the extent of the underpayment, thereby causing Plaintiff
20 to incur expenses and lost time. Plaintiff would not have had to engage in these efforts and
21 incur these costs had Defendants provided the accurate hours worked, wages earned, and rates
22 of pay. This has also delayed Plaintiff's ability to demand and recover the underpayment of
23 wages from Defendants.

24 76. Plaintiff and Class Members are entitled to recover from Defendants the greater
25 of all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or
26 fifty dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred
27 dollars (\$100.00) per employee for each violation in subsequent pay periods in an amount not
28 exceeding four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

1 77. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff
2 and Class Members from knowing, understanding, and disputing the wages paid to them and
3 resulted in an unjustified economic enrichment to Defendants. As a result of Defendants'
4 knowing and intentional failure to comply with California Labor Code § 226(a), Plaintiff and
5 Class Members have suffered an injury, in the exact amount of damages and/or penalties to be
6 shown according to proof at trial.

7 78. Plaintiff and Class Members are also entitled to injunctive relief under
8 California Labor Code § 226(h), compelling Defendants to comply with California Labor Code
9 § 226. Accordingly, Plaintiff and Class Members seek the recovery of attorneys' fees and costs
10 incurred in obtaining this injunctive relief.

11 **SIXTH CAUSE OF ACTION**

12 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

13 (Violation of Labor Code §§ 201, 202, and 203)

14 79. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
15 though fully set forth herein.

16 80. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
17 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
18 if an employee voluntarily leaves his employment, his or her wages shall become due and
19 payable not later than seventy-two (72) hours thereafter, unless the employee has given
20 seventy-two (72) hours previous notice of an intention to quit, in which case the employee is
21 entitled to his or her wages at the time of quitting.

22 81. During the relevant time period, Defendants willfully failed to pay the Waiting
23 Time Subclass all their earned wages upon termination, including, but not limited to, proper
24 minimum wage and overtime compensation, meal period premiums, and rest period premiums
25 either at the time of discharge or within seventy-two (72) hours of their leaving Defendants'
26 employ.

1 82. Defendants’ failure to pay the Waiting Time Subclass all their earned wages at
2 the time of discharge or within seventy-two (72) hours of their leaving Defendants’ employ is
3 in violation of Labor Code §§ 201 and 202.

4 83. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
5 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202,
6 then the wages of the employee shall continue as a penalty from the due date at the same rate
7 until paid or until an action is commenced; but the wages shall not continue for more than thirty
8 (30) days.

9 84. Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover
10 from Defendants the statutory penalty, which is defined as the Waiting Time Subclass
11 members’ regular daily wages at their regular hourly rate of pay for each day they were not
12 paid, up to a maximum of thirty (30) days.

13 **SEVENTH CAUSE OF ACTION**

14 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**

15 (Violation of Business and Professions Code §§ 17200, *et seq.*)

16 85. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
17 though fully set forth herein.

18 86. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of
19 unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice
20 ...”

21 87. A violation of California Business and Professions Code §§ 17200, *et seq.*, may
22 be predicated on a violation of any state or federal law. In the instant case, Defendants’ policies
23 and practices violated state law, causing Plaintiff and Class Members to suffer and continue to
24 suffer injuries-in-fact.

25 88. Defendants’ policies and practices violated state law in at least the following
26 respects:

- 1 (a) Failing to pay all wages earned (including minimum wage and overtime
2 wages) to Plaintiff and Class Members in violation of Labor Code §§
3 510, 1194, 1194.2, 1197, and 1198.
- 4 (b) Failing to provide compliant meal periods without paying Plaintiff and
5 Class Members premium wages for every day said meal periods were not
6 provided in violation of Labor Code §§ 226.7 and 512.
- 7 (c) Failing to authorize or permit compliant rest breaks without paying
8 Plaintiff and Class Members premium wages for every day said rest
9 breaks were not authorized or permitted in violation of Labor Code §
10 226.7.
- 11 (d) Failing to provide Plaintiff and Class Members with accurate itemized
12 wage statements in violation of Labor Code § 226.
- 13 (e) Failing to timely pay all earned wages to the members of the Waiting
14 Time Subclass upon separation of employment in violation of Labor
15 Code §§ 201, 202, and 203.

16 89. As alleged herein, Defendants systematically engaged in unlawful conduct in
17 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages
18 (minimum and overtime wages), failing to provide meal periods and rest breaks or
19 compensation in lieu thereof, failing to furnish accurate wage statements, and failing to pay all
20 wages due and owing upon separation of employment in a timely manner, all in order to
21 decrease their costs of doing business and increase their profits.

22 90. At all relevant times herein, Defendants held themselves out to Plaintiff and
23 Class Members as being knowledgeable concerning the labor and employment laws of
24 California.

25 91. At the time Plaintiff and Class Members were hired, Defendants knowingly,
26 intentionally, and wrongfully misrepresented to each of them their conformance with the
27 California Labor Code and IWC Wage Orders, including proper payments required by law.

28

1 92. At all times relevant herein, Plaintiff and Class Members relied on and believed
 2 Defendants' representations concerning their conformance with California's wage and hour
 3 laws all to their detriment.

4 93. At all times relevant herein, Defendants intentionally avoided paying Plaintiff
 5 and Class Members wages and monies, thereby creating for Defendants an artificially lower
 6 cost of doing business in order to undercut their competitors and establish and/or gain a greater
 7 foothold in the marketplace.

8 94. As a result of Defendants' intentional, willful, purposeful, and wrongful
 9 misrepresentation of their conformance with the California Labor Code and IWC Wage Orders,
 10 Plaintiff and Class Members suffered a loss of wages and monies, all in an amount to be shown
 11 according to proof at trial.

12 95. By violating the foregoing statutes and regulations as herein alleged,
 13 Defendants' acts constitute unfair and unlawful business practices under California Business
 14 and Professions Code §§ 17200, *et seq.*

15 96. As a result of the unfair and unlawful business practices of Defendants, as
 16 alleged herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and
 17 restitution in an amount to be shown according to proof at trial.

18 97. Plaintiff seeks to enforce important rights affecting the public interest within the
 19 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged
 20 herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members,
 21 and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class
 22 Members are entitled to an award of attorneys' fees pursuant to California Code of Civil
 23 Procedure § 1021.5.

24 **PRAYER FOR RELIEF**

25 Plaintiff, on his own behalf and on behalf of all others similarly situated, prays for relief
 26 and judgment against Defendants, jointly and severally, as follows:

- 27 1. For certification under California Code of Civil Procedure § 382 of the proposed
 28 Class, Waiting Time Subclass, and any other appropriate subclasses;

- 1 2. For appointment of Ricardo Vergel De Dios as the class representative;
- 2 3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;
- 3 4. For compensatory damages in an amount according to proof at trial;
- 4 5. For an award of damages in the amount of unpaid compensation including, but
- 5 not limited to, unpaid wages, benefits, and penalties;
- 6 6. For economic and/or special damages in an amount according to proof at trial;
- 7 7. For liquidated damages pursuant to Labor Code § 1194.2;
- 8 8. For statutory penalties to the extent permitted by law, including those pursuant
- 9 to the Labor Code and IWC Wage Orders;
- 10 9. For injunctive relief as provided by the California Labor Code and California
- 11 Business and Professions Code §§ 17200, *et seq.*;
- 12 10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
- 13 11. For an order requiring Defendants to restore and disgorge all funds to each
- 14 employee acquired by means of any act or practice declared by this Court to be unlawful,
- 15 unfair, or fraudulent and, therefore, constituting unfair competition under Business and
- 16 Professions Code §§ 17200, *et seq.*;
- 17 12. For pre-judgment interest;
- 18 13. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
- 19 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§
- 20 226(e) and 1194; and
- 21 14. For such other relief as the Court deems just and proper.

24 Dated: April 18, 2018

AEGIS LAW FIRM, PC

25 By: Carolyn M. Bell

26 Carolyn M. Bell

27 Attorneys for Plaintiff Ricardo Vergel De Dios

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: April 18, 2018

AEGIS LAW FIRM, PC

By: Carolyn M. Bell
Carolyn M. Bell
Attorneys for Plaintiff Ricardo Vergel De Dios

5-4-18 3:00pm

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

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

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 19 2018

BY M. Romo Lopez
MARIA ROMO LOPEZ, DEPUTY

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

GERARD ROOF PRODUCTS, LLC; BORAL ROOFING LLC; BORAL INDUSTRIES INC.;
HEADWATERS INCORPORATED; METROTILE MANUFACTURING, LLC;

and DOES 1 through 20, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

**RICARDO VERGEL DE DIOS, individually and on behalf of all others
similarly situated,**

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.

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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 e 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.aucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le queda 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.

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The name and address of the court is:
(El nombre y dirección de la corte es): **San Bernardino Justice Center**
247 West 3rd Street
San Bernardino, CA

CASE NUMBER:
(Número del Caso):

CIVDS180941

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):
Kashif Haque, Esq., AEGIS LAW FIRM, PC, 9811 Irvine Ctr Dr, Ste 100, Irvine, CA 92618, 949-379-6250

DATE:

(Fecha)

APR 19 2018

Clerk, by

(Secretario)

Maria Romo Lopez

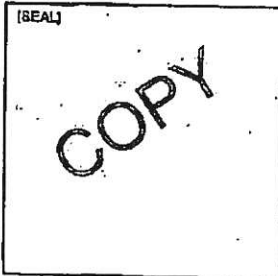
Deputy

(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)).

(SEAL)



NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify): **BORAL ROOFING LLC**

- under: CCP 416.10 (corporation) CCP 418.80 (minor)
- CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
- CCP 418.40 (association or partnership) CCP 418.90 (authorized person)
- other (specify): **FORM UNKNOWN**

4. by personal delivery on (date):

5-4-18 3:00 PM Exhibit C

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

GERARD ROOF PRODUCTS, LLC; BORAL ROOFING LLC; BORAL INDUSTRIES INC.;

HEADWATERS INCORPORATED; METROTILE MANUFACTURING, LLC;

and DOES 1 through 20, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

**RICARDO VERGEL DE DIOS, individually and on behalf of all others
similarly situated,**

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

FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 19 2018

BY M. Romo Lopez
MARIA ROMO LOPEZ, DEPUTY

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.

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CASE NUMBER:
(Número del Caso): **CIVDS180941**

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Kashif Haque, Esq., AEGIS LAW FIRM, PC, 9811 Irvine Ctr Dr, Ste 100, Irvine, CA 92618, 949-379-6250

DATE: (Fecha) **APR 19 2018** Clerk, by (Secretario) **Maria Romo Lopez** Deputy (Adjunto)

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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): **GERARD ROOF PRODUCTS, LLC**
under: CCP 418.10 (corporation) CCP 418.80 (minor)
 CCP 418.20 (defunct corporation) CCP 418.70 (conservatee)
 CCP 418.40 (association or partnership) CCP 418.90 (authorized person)
 other (specify): **FORM UNKNOWN**
- by personal delivery on (date):

Exhibit C

5-4-18 3:00pm

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

GERARD ROOF PRODUCTS, LLC; BORAL ROOFING LLC; BORAL INDUSTRIES INC.;

HEADWATERS INCORPORATED; METROTILE MANUFACTURING, LLC;

and DOES 1 through 20, inclusive,

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(LO ESTÁ DEMANDANDO EL DEMANDANTE):

RICARDO VERGEL DE DIOS, individually and on behalf of all others similarly situated,

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

FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 19 2018

BY Maria Romo Lopez
MARIA ROMO LOPEZ, DEPUTY

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The name and address of the court is:
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247 West 3rd Street
San Bernardino, CA.

CASE NUMBER:
(Número del Caso): **CIVDS180941**

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):
Kashif Haque, Esq., AEGIS LAW FIRM, PC, 9811 Irvine Ctr Dr, Ste 100, Irvine, CA 92618, 949-379-6250

DATE: APR 19 2018 Clerk, by Maria Romo Lopez Deputy
(Fecha) (Secretario) (Adjunto)

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- 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): **BORAL INDUSTRIES INC.**
under: CCP 418.10 (corporation) CCP 418.80 (minor)
 CCP 418.20 (defunct corporation) CCP 418.70 (conservatee)
 CCP 418.40 (association or partnership) CCP 418.90 (authorized person)
 other (specify): **FORM UNKNOWN**
 - by personal delivery on (date):

5-4-18 3:00 PM Exhibit E

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

GERARD ROOF PRODUCTS, LLC; BORAL ROOFING LLC; BORAL INDUSTRIES INC.;

HEADWATERS INCORPORATED; METROTILE MANUFACTURING, LLC;

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**RICARDO VERGEL DE DIOS, individually and on behalf of all others
similarly situated,**

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

FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 19 2018

BY Maria Romo Lopez
MARIA ROMO LOPEZ, DEPUTY

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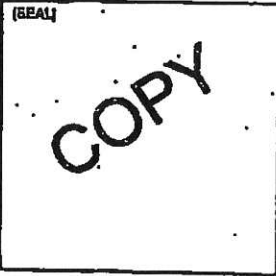
The name and address of the court is:
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San Bernardino, CA

CASE NUMBER
(Número del Caso): **CIVDS180941**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
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Kashif Haque, Esq., AEGIS LAW FIRM, PC, 9811 Irvine Ctr Dr, Ste 100, Irvine, CA 92618, 949-379-6250

DATE: (Fecha) **APR 19 2018** Clerk, by (Secretario) **Maria Romo Lopez**, Deputy (Adjunto)

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- 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): **METROTILE MANUFACTURING, LLC**
under: CCP 418.10 (corporation) CCP 418.80 (minor)
 CCP 418.20 (defunct corporation) CCP 418.70 (conservatee)
 CCP 418.40 (association or partnership) CCP 418.90 (authorized person)
 other (specify): **FORM UNKNOWN**
 - by personal delivery on (date):

Exhibit E

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): AEGIS LAW FIRM, PC Kashif Haque (SBN: 218672) Carolyn M. Bell (313435) 9811 Irvine Center Dr., Suite 100 Irvine, California 92618 TELEPHONE NO.: 949-379-6250 FAX NO.: 949-379-6251 ATTORNEY FOR (Name): Plaintiff Ricardo Vergel De Dios	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT APR 19 2018 BY <u>Maria Romo Lopez</u> MARIA ROMO LOPEZ, DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino STREET ADDRESS: 247 West 3rd Street MAILING ADDRESS: CITY AND ZIP CODE: San Bernardino 92401 BRANCH NAME: San Bernardino Justice Center	CASE NAME: De Dios v. Gerard Roof Products, LLC
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) <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: CIVDS1809414 JUDGE: DEPT:

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

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

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/W/D (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/W/D (23) Non-PI/PD/W/D (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/W/D 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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BY FAX

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input 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 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): **7**

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **April 19, 2018**
 Carolyn M. Bell

 (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.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

Ricardo Vergel De Dios

CIVDS1809414

Case No.

vs.

CERTIFICATE OF ASSIGNMENT

Gerard Roof Products, LLC

A civil action or proceeding presented for filing must be accompanied by this certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the San Bernardino District of the Superior Court under Rule 404 of this court for the checked reason:

General Collection

Nature of Action

Ground

- 1 Adoption, 2 Conservator, 3 Contract, 4 Equity, 5 Eminent Domain, 6 Family Law, 7 Guardianship, 8 Harassment, 9 Mandate, 10 Name Change, 11 Personal Injury, 12 Personal Property, 13 Probate, 14 Prohibition, 15 Review, 16 Title to Real Property, 17 Transferred Action, 18 Unlawful Detainer, 19 Domestic Violence, [X] 20 Other Employment, 21 THIS FILING WOULD NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT.

BY FAX

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designated district is:

Ricardo Vergel De Dios [private home address]
(NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR) ADDRESS
Chino Hills CA 91709
(CITY) (STATE) (ZIP CODE)

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on April 19, 2018 at Irvine, California

Carly Bell
Signature of Attorney/Party

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

SAN BERNARDINO JUSTICE CENTER
247 W. 3RD ST
SAN BERNARDINO, CA 92415-0210

CASE NO: CIVDS1809414

<http://www.sb-court.org>

----- APPEARANCE IS MANDATORY - Unless Case is Finalized -----

Appearance Date: 06/27/18 Time: 8:30 Dept: S26

IN RE: CLASS ACTION - VERGEL DE DIOS -V- GERARD ROOD PROD

NOTICE OF CASE ASSIGNMENT FOR ALL PURPOSES
NOTICE OF CASE MANAGEMENT CONFERENCE

PLEASE TAKE NOTICE, that the above-entitled case has been set for a Case Management Conference on 06/27/18 at 8:30 in Department S26. You must appear at this hearing or your case may be dismissed and monetary penalties may be imposed.

THIS CASE HAS BEEN ASSIGNED TO JUDGE DAVID COHN IN DEPARTMENT S26 FOR ALL PURPOSES.

Your Joint Statement must be filed, directly in the Complex Litigation Department, five (5) calendar days prior to the hearing.

TO THE PARTY SERVED: The setting of this date DOES NOT increase the time you have to respond to the petition. The time for response is clearly stated on the Summons.

Please see the Guidelines for the Complex Litigation Program for further information. The guidelines may be found at the Court Website: <http://www.sb-court.org>

A COPY OF THIS NOTICE MUST BE SERVED ON THE RESPONDENT

Nancy CS Eberhardt, Court Executive Officer

Date: 04/19/18

By: MARIA ROMO LOPEZ

CERTIFICATE OF SERVICE

I am a Deputy Clerk of the Superior Court for the County of San Bernardino at the above listed address. I am not a party to this action and on the date and place shown below, I served a copy of the above listed notice by:

() Enclosed in an envelope mailed to the interested party addressed above, for collection and mailing this date, following ordinary business practice.

() Enclosed in a sealed envelope, first class postage prepaid in the U.S. mail at the location shown above, mailed to the interested party and addressed as shown above, or as shown on the attached listing.

A copy of this notice was given to the filing party at the counter.

() A copy of this notice was placed in the bin located at this office and identified as the location for the above law firm's collection of file stamped documents.

DATE OF MAILING: 04/19/18

I declare under penalty of perjury that the foregoing is true and correct. Executed on 04/19/18 at San Bernardino, CA By: MARIA ROMO LOPEZ

Notice 'CCMCN' has been printed for the following Attorneys/Firms
or Parties for Case Number CIVDS1809414 on 4/19/18:

AEGIS LAW FIRM
9811 IRVINE CENTER DRIVE
SUITE 100
IRVINE, CA 92618



Superior Court of California-County of San Bernardino

ALTERNATIVE DISPUTE RESOLUTION

What is Alternative Dispute Resolution?

There are different processes available to settle lawsuits that do not require a trial. In Alternative Dispute Resolutions (ADR) a trained, impartial person decides disputes or helps the parties reach resolutions of their disputes for themselves. These persons are *neutrals*, who are normally chosen by the disputing parties or the court.

Advantages of ADR

- Often faster than going to trial.
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing the parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to a remedy.
- ADR can be used, even after a lawsuit, if the result is appealed.

Disadvantages of ADR - ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error if by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

The Most Common Types of ADR: Mediation and Arbitration

Mediation

In mediation, the mediator (*a neutral*) assists the parties in reaching a mutually acceptable resolution of their dispute.

- Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.
- ADR is a cooperative process in which the parties work together toward a resolution that tries to meet everyone's interests, instead of working against each other.
- ADR can be particularly effective when parties have a continuing relationship, such as neighbors or businesses.
- ADR can be also very effective where personal feelings are getting in the way of a resolution.

Arbitration

In arbitration, the arbitrator (*a neutral*) reviews evidence, hears arguments, and makes a decision (*award*) to resolve the dispute. This is very different from mediation whereby the mediator helps the parties reach their own resolution. Arbitration may be more informal, quicker, and less expensive than a trial.

There are two types of arbitration in California:

- Private arbitration by agreement of the parties involved in the dispute. This type takes place outside of the court and normally is binding. In most cases "binding" means that the arbitrator's decision (award) is final and there will not be a trial or an opportunity to appeal the decision.
- Judicial arbitration ordered by the court. The arbitrator's decision is not binding unless the parties agree to be bound. A party who does not like the award may file a request for trial with the court within a specified time. However, if that party does not receive a more favorable award at trial, the party may have to pay a penalty.

More Information

There are several other types of ADR. Some of these include conciliation, settlement conference, fact finding, mini-trial, Victim Offender Reconciliation Program, and summary trial jury. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type of ADR that is most likely to resolve your particular dispute.

The selection of a neutral is also an important decision. There is no legal requirement that the neutral be licensed or hold any particular certificate. However, some programs have established qualification requirements for neutrals.

Agreements reached through ADR normally are put into writing and, if the parties wish, may become binding contracts that can be enforced by the court.

ADR can be used to resolve disputes instead of filing a lawsuit. Even after a lawsuit has been filed, the court can refer the dispute to a neutral. ADR has also been used to resolve disputes even after trial, when the result is appealed.

You may wish to seek the advice of an attorney as to your legal rights and matters relating to the dispute before pursuing ADR.

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs (www.dca.ca.gov) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association, or;
- Look in a phone directory under mediation or arbitration services.

The following alternate dispute resolution service providers are under contract with the County of San Bernardino to provide services for the listed types of matters under referral by the Court at no or low cost. The contractors may also provide additional mediation services outside of their contracts with the County.

*Civil, family law (except custody and support)
Landlord-tenant, unlawful detainers, small claims:*
Program Director: Lynne Anderson, Executive Director
City Center Building
Inland Fair Housing & Mediation Board
10681 Foothill Boulevard, Suite 101
Rancho Cucamonga, CA 91730
909-984-2254 or 800-321-0911
Fax: 909-460-0274
www.inmedbd.com

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GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
JUDGE DAVID COHN
DEPARTMENT S-26

THE SAN BERNARDINO COUNTY COMPLEX LITIGATION PROGRAM

Department S-26 is the Complex Litigation Department for the Superior Court of the State of California, County of San Bernardino. It is located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino, CA 92415-0210, on the eighth floor. Judge David Cohn presides in the Complex Litigation Department. The telephone number for the Complex Litigation Department's Judicial Assistant is 909-521-3519.

DEFINITION OF COMPLEX LITIGATION

As defined by California Rules of Court, rule 3.400(a), a complex case is one that requires exceptional judicial management to avoid placing unnecessary burdens on the court or the litigants and to expedite the case, keep costs reasonable, and promote effective decision making by the court, the parties, and counsel.

Complex cases typically have one or more of the following features:

- A large number of separately represented parties.
- Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve.
- A substantial amount of documentary evidence.
- A large number of witnesses.
- Coordination with related actions pending in one or more courts in other counties or states or in a federal court.
- Substantial post-judgment judicial supervision.

Complex cases may include, but are not necessarily limited to, the following types of cases:

- Antitrust and trade regulation claims.
- Construction defect claims involving many parties or structures.
- Securities claims or investment losses involving many parties.
- Environmental or toxic tort claims involving many parties.
- Mass torts.
- Class actions.
- Claims brought under the Private Attorney General Act (PAGA).
- Insurance claims arising out of the types of claims listed above.
- Judicial Council Coordinated Proceedings (JCCP).
- Cases involving complex financial, scientific, or technological issues.

GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
JUDGE DAVID COHN
DEPARTMENT S-26

CASES ASSIGNED TO THE COMPLEX LITIGATION DEPARTMENT

A. Cases Designated by a Plaintiff as Complex or Provisionally Complex

Commencing July 1, 2016, all cases designated by a plaintiff as complex or provisionally complex on the *Civil Case Cover Sheet* (Judicial Council Form CM-100) will be assigned initially to the Complex Litigation Department. At the time the complaint is filed, the Court Clerk will schedule an Initial Case Management Conference as provided by California Rules of Court, rule 3.750, for a date no later than seventy-five days after the filing of the complaint.

A plaintiff designating the case as complex or provisionally complex must file and serve a Notice of the Initial Case Management Conference and a copy of these guidelines, along with service of the summons and complaint, no later than thirty days before the conference, and must file the Notice and Proof of Service with the court.

A defendant who agrees that the case is complex or provisionally complex may indicate a "Joinder" on the *Civil Case Cover Sheet* (Form CM-100).

A defendant who disagrees that the case is complex or provisionally complex may raise the issue with the court at the Initial Case Management Conference.

B. Cases Counter-Designated By a Defendant as Complex or Provisionally Complex

Commencing July 1, 2016, all cases which were not designated by a plaintiff as complex or provisionally complex, but which are *counter-designated* by a defendant (or cross-defendant) as complex or provisionally complex on the *Civil Case Cover Sheet* (Judicial Council Form CM-100), will be assigned or re-assigned to the Complex Litigation Department. At the time the counter-designation is filed, the Court Clerk will schedule an Initial Case Management Conference as provided by California Rules of Court, rule 3.750, for a date no later than forty-five days after the filing of the counter-designation.

A defendant or cross-defendant who files a complex counter-designation must serve a Notice of the Initial Case Management Conference and a copy of these guidelines no later than thirty days before the conference, and must file the Notice and Proof of Service with the court.

A plaintiff or other party who disagrees with the counter-designation may raise the issue with the court at the Initial Case Management Conference.

GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF SAN BERNARDINO
 JUDGE DAVID COHN
 DEPARTMENT S-26

C. Other Cases Assigned to the Complex Litigation Department

Commencing July 1, 2016, whether or not the parties designate the case as complex or provisionally complex, the following cases will be initially assigned to the Complex Litigation Department:

- All Construction Defect Cases.
- All Class Actions.
- All Cases Involving Private Attorney General Act (PAGA) Claims.¹
- All Judicial Council Coordinated Proceedings (JCCP).²

At the time the complaint is filed, the Court Clerk will schedule an Initial Case Management Conference as provided by California Rules of Court, rule 3.750, for a date no later than seventy-five days after the filing of the complaint.

The plaintiff must file and serve a Notice of the Initial Case Management Conference and a copy of these guidelines, along with service of the summons and complaint, no later than thirty days before the conference, and must file the Notice and Proof of Service with the court.

REFERRAL TO THE COMPLEX LITIGATION DEPARTMENT BY OTHER DEPARTMENTS

Commencing July 1, 2016, a judge who is assigned to a case may, but is not required to, refer the case to the Complex Litigation Department to be considered for treatment as a complex case if (1) the case was previously designated by a party as complex or provisionally complex, or (2) the referring judge deems the case to involve issues of considerable legal, evidentiary, or logistical complexity, such that the case would be best served by assignment to the Complex Litigation Department. Such a referral is not a re-assignment, but is a referral for consideration.

In any case referred by another judge to the Complex Litigation Department, the Complex Litigation Department will schedule an Initial Case Management Conference within thirty days and will provide notice to all parties along with a copy of these guidelines. If the case is determined by the Complex Litigation Department to be appropriate for treatment as a complex case, the case will be re-assigned to the Complex Litigation Department at that time. If the case is determined by the Complex Litigation Department *not* to be complex, it will be returned to the referring judge.

¹ The *Civil Case Cover Sheet* (Judicial Council Form CM-100) may not reflect the presence of a PAGA claim. PAGA claims erroneously assigned to non-complex departments are subject to re-assignment by the assigned judge to the Complex Litigation Department.

² Petitions for administrative writs of mandamus under Code of Civil Procedure section 1094 are also assigned to the Complex Litigation Department, but are not subject to these Guidelines and procedures.

GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
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JUDGE DAVID COHN
DEPARTMENT S-26

STAY OF DISCOVERY PENDING THE INITIAL CASE MANAGEMENT CONFERENCE

Commencing July 1, 2016, for cases that are assigned to the Complex Litigation Department, discovery is automatically stayed pending the Initial Case Management Conference, or until further order of the court. Discovery is not automatically stayed, however, for cases that were initially assigned to other departments and are referred to the Complex Litigation Department for consideration, unless the referring judge stays discovery pending determination by the Complex Litigation whether the case should be treated as complex.

OBLIGATION TO CONFER BEFORE THE INITIAL CASE MANAGEMENT CONFERENCE

Prior to the Initial Case Management Conference, all parties are required to meet and confer to discuss the items specified in California Rules of Court, rule 3.750(b), and they are required to prepare a Joint Statement specifying the following:

- Whether additional parties are likely to be added, and a proposed date by which any such parties must be served.
- Each party's position whether the case should or should not be treated as a complex.
- Whether there are applicable arbitration agreements.
- Whether there is related litigation pending in state or federal court.
- A description of the major legal and factual issues involved in the case.
- Any discovery or trial preparation procedures on which the parties agree. The parties should address what discovery will be required, whether discovery should be conducted in phases or otherwise limited, and whether the parties agree to electronic service and an electronic document depository and, if so, their preferred web-based electronic service provider.
- An estimate of the time needed to conduct discovery and to prepare for trial.
- The parties' views on an appropriate mechanism for Alternative Dispute Resolution.
- Any other matters on which the parties request a court ruling.

The Joint Statement is to be filed directly in the Complex Litigation Department no later than five calendar days before the conference. This requirement of a Joint Statement is not satisfied by using Judicial Council Form CM-110, pursuant to California Rules of Court, rule 3.725(a), or by parties filing individual statements. Failure to participate meaningfully in the "meet and confer" process or failure to submit a Joint Statement may result in the imposition of monetary or other sanctions.

GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
JUDGE DAVID COHN
DEPARTMENT S-26

THE INITIAL CASE MANAGEMENT CONFERENCE

At the Initial Case Management Conference, the court will determine whether the action is a complex case, as required by California Rules of Court, rule 3.403. If the court determines the case is complex, the court will issue further management-related orders at that time. If the court determines the case is not complex, the case may be retained by the judge in Department S-26, but not treated as a complex case, or it may be reassigned to a different department; if the case was referred by another judge and the case is found to be inappropriate for treatment as a complex case, the case will be returned to the referring judge.

At the Initial Case Management Conference, the court and counsel will address the subjects listed in California Rules of Court, rule 3.750(b), and all issues presented by the Joint Statement.

Once a case is deemed complex, the function of the Initial Case Management Conference and all subsequent Case Management Conferences is to facilitate discovery, motion practice, and trial preparation, and to discuss appropriate mechanisms for settlement negotiations.

Lead counsel should attend the Initial Case Management Conference. Counsel with secondary responsibility for the case may attend in lieu of lead counsel, but only if he or she is fully informed about the case and has full authority to proceed on all issues to be addressed at the conference. "Special Appearance" counsel (lawyers who are not the attorneys of record) are not allowed. With the exception of minor parties (e.g., subcontractors with a limited scope of work in large construction defect cases), telephonic appearances are discouraged. California Rule of Court, rule 3.670, subdivision (f)(2), authorizes the court to require attendance at hearings in person "if the court determines on a hearing-by-hearing basis that a personal appearance would materially assist in the determination of the proceedings or in the effective management or resolution of the particular case." To assist the court in making this "hearing-by-hearing" determination, any party who intends to attend the Initial Case Management Conference telephonically must notify the court of such intention no later than five court days before the hearing. The court will make a determination at that time whether or not personal attendance is required.

CASE MANAGEMENT ORDERS

In most cases, the court will issue formal, written case management orders. Typically, complex construction defect cases will proceed pursuant to such an order. Other cases involving numerous parties or unusual logistical complexity will likely be appropriate for such a written order as well. The need for a written case management order will be discussed at the Initial Case Management Conference or at later times as the need arises. The parties will prepare such orders as directed by the court.

GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
JUDGE DAVID COHN
DEPARTMENT 5-26

FURTHER CASE MANAGEMENT CONFERENCES

After the Initial Case Management Conference, the court will schedule further case management conferences as necessary and appropriate on a case-by-case basis. As issues arise during discovery and preparation for trial, the parties may also request additional case management conferences by making arrangements through the Judicial Assistant assigned to the Complex Litigation Department (909-521-3519). The court will schedule such additional case management conferences at the earliest opportunity.

As with the Initial Case Management Conference, lead counsel should attend all case management conferences. Counsel with secondary responsibility for the case may attend in lieu of lead counsel, but only if he or she is fully informed about the case and has full authority to proceed on all issues to be addressed. "Special Appearance" counsel (lawyers who are not the attorneys of record) are not allowed. With the exception of minor parties (e.g., subcontractors with a limited scope of work in large construction defect cases), telephonic appearances are discouraged. California Rule of Court, rule 3.670, subdivision (f)(2), authorizes the court to require attendance at hearings in person "if the court determines on a hearing-by-hearing basis that a personal appearance would materially assist in the determination of the proceedings or in the effective management or resolution of the particular case." To assist the court in making this "hearing-by-hearing" determination, any party who intends to attend the Initial Case Management Conference telephonically must notify the court of such intention no later than five court days before the hearing. The court will make a determination at that time whether or not personal attendance is required.

VOLUNTARY SETTLEMENT CONFERENCES

If all parties agree, the court is available to conduct settlement conferences. Requests for settlement conferences may be made at any Case Management Conference or hearing, or by telephoning the Judicial Assistant for the Complex Litigation Department (909-521-3519).

MANDATORY SETTLEMENT CONFERENCES

In appropriate cases, the court may order mandatory settlement conferences. Parties with full settlement authority, including insurance adjustors with full settlement authority, must attend all mandatory settlement conferences in person. Availability by telephone is not allowed at mandatory settlement conferences.

GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM

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MANAGEMENT OF CLASS ACTIONS

In class actions and putative class actions that are deemed complex, the Initial Case Management Conference will function as the Case Conference required by California Rules of Court, rules 3.762 and 3.763.

OBLIGATION TO MEET AND CONFER REGARDING MOTIONS

In addition to any other requirement to "meet and confer" imposed by statute or Rule of Court in connection with motions, all counsel and unrepresented parties are required to "meet and confer" in a good faith attempt to eliminate the necessity for a hearing on a pending motion, or to resolve or narrow some of the issues. The moving party must arrange for the conference, which can be conducted in person or by telephone, to be held no later than four calendar days before the hearing. No later than two calendar days before the hearing, the moving party is required to file a notice in the Complex Litigation Department, with service on all parties, specifying whether the conference has occurred and specifying any issues that have been resolved. If the need for a hearing has been eliminated, the motion may simply be taken off-calendar. Failure to participate meaningfully in the conference may result in the imposition of monetary or other sanctions.

The obligation to "meet and confer" does not apply to applications to appear *pro hac vice* or to motions to withdraw as counsel of record.

FORMAT OF PAPERS FILED IN CONNECTION WITH MOTIONS

Counsel and unrepresented parties must comply with all applicable statutes, Rules of Court, and Local Rules regarding motions, including but not limited to their format. Additionally, exhibits attached to motions and oppositions must be separately *tabbed*, so that exhibits can be easily identified and retrieved.

ELECTRONIC SERVICE AND DOCUMENT DEPOSITORY

The parties, especially in cases involving numerous parties or large quantities of documents, are encouraged to agree to electronic service for all pleadings, motions, and other materials filed with the court as well as all discovery requests, discovery responses, and correspondence. Nevertheless, parties must still submit "hard" copies to the court of any pleadings, motions, or other materials that are to be filed.

INFORMAL DISCOVERY CONFERENCES

The court is available for informal discovery conferences at the request of counsel. Such conferences may address the scope of allowable discovery, the order of discovery, issues of privilege,

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and other discovery issues that may arise. Counsel may contact the Judicial Assistant assigned to the Complex Litigation Department to schedule an informal conference (909-521-3519).

Before filing any discovery motion, the moving party is required to "meet and confer" with counsel as required by statute. If the "meet and confer" exchange fails to resolve all issues, the moving party is required to request an informal conference with the court before filing any discovery motion.

CONFIDENTIAL DOCUMENT AND PROTECTIVE ORDERS

Proposed protective orders dealing with confidential documents should state expressly that nothing in the order excuses compliance with California Rules of Court, rules 2.550 and 2.551. Proposed protective orders that are not compliant with the requirements of the Rules of Court will be rejected.

THE PRETRIAL CONFERENCE

The court will schedule a pre-trial conference, generally thirty to sixty days in advance of the trial. Counsel and the court will discuss the following matters, which counsel should be fully informed to address:

- Whether trial will be by jury or by the court.
- Anticipated motions *in limine* or the need for other pre-trial rulings.
- The anticipated length of trial.
- The order of proof and scheduling of witnesses, including realistic time estimates for each witness for both direct and cross-examination.
- If there is a large number of anticipated witnesses, whether counsel wish to have photographs taken of each witness to refresh the jury's recollection of each witness during closing argument and deliberation.
- Whether deposition testimony will be presented by video.
- The need for evidentiary rulings on any lengthy deposition testimony to be presented at trial.
- Stipulations of fact.
- Stipulations regarding the admission of exhibits into evidence.
- If there is a large amount of documentary evidence, how the exhibits will be presented in a meaningful way for the jury.
- The use of technology at trial, including but not limited to electronic evidence.
- Any unusual legal or evidentiary issues that may arise during the trial.

GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
JUDGE DAVID COHN
DEPARTMENT S-26

THE TRIAL READINESS CONFERENCE

Trial Readiness Conferences are held at 8:30 a.m. on the Thursday morning preceding the scheduled trial date. Counsel and unrepresented parties must comply fully with Local Rule 411.2, unless otherwise directed by the court. Failure to have the required materials available for the court may result in the imposition of monetary or other sanctions.

TRIALS

Trial dates are generally Monday through Thursday, 10:00 a.m. to 12:00 p.m. and 1:30 p.m. to 4:30 p.m. Lengthy trials, however, may require deviation from this schedule. Unless otherwise ordered by the court, counsel and unrepresented parties must be present in the courtroom at least ten minutes before each session of trial is scheduled to begin.

Whenever possible, issues to be addressed outside the presence of the jury should be scheduled in a manner to avoid the need for the jury to wait.

Counsel are also directed to the "Rules and Requirements for Jury Trials" for Department S-26 (known as the "Green Sheet"). Copies are available upon request in Department S-26.

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

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

GERARD ROOF PRODUCTS, LLC; BORAL ROOFING LLC; BORAL INDUSTRIES INC.;

HEADWATERS INCORPORATED; METROTILE MANUFACTURING, LLC;

and DOES 1 through 20, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

**RICARDO VERGEL DE DIOS, individually and on behalf of all others
similarly situated,**

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

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 19 2018

BY M. Romo J.
MARIA ROMO LOPEZ, DEPUTY

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): **San Bernardino Justice Center**

247 West 3rd Street

San Bernardino, CA

CASE NUMBER:
(Número del Caso):

CIVDS1809414

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):

Kashif Haque, Esq., AEGIS LAW FIRM, PC, 9811 Irvine Ctr Dr, Ste 100, Irvine, CA 92618, 949-379-6250

DATE:

(Fecha)

APR 19 2018

Clerk, by

(Secretario)

M. Romo J.
Maria Romo Lopez

Deputy

(Adjunto)

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

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

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.

2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

under: CCP 416.10 (corporation)

CCP 416.20 (defunct corporation)

CCP 416.40 (association or partnership)

other (specify):

4. by personal delivery on (date):

CCP 416.60 (minor)

CCP 416.70 (conservatee)

CCP 416.90 (authorized person)

(SEAL)



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) KASHIF HAQUE, SBN 218672 9811 Irvine Center Dr Ste 100 Irvine CA 92618		TELEPHONE NO. (949) 379-6250	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT MAY 14 2018 BY <u>E. Staricka</u> EDEN STARICKA, DEPUTY	
ATTORNEY FOR (Name) Insert of Court Name of Judicial District and Branch Court if any SAN BERNARDINO COUNTY SUPERIOR COURT, SAN BERNARDINO DISTRICT				
SHORT TITLE OF CASE DE DIOS v GERARD				
3333712	(HEARING) Date	Time	Dept	Case Number: CIVDS1809414
			S26	REFERENCE NO. De Dios v. Gerard Roof Products,

PROOF OF SERVICE OF SUMMONS

1. AT THE TIME OF SERVICE I WAS AT LEAST 18 YEARS OF AGE AND NOT A PARTY TO THIS ACTION
2. I SERVED COPIES OF THE:
 SUMMONS & COMPLAINT; CIVIL CASE COVER SHEET
 GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM
 NOTICE OF CASE ASSIGNMENT FOR ALL PURPOSES
 CERTIFICATE OF ASSIGNMENT
 ADR INFORMATION PACKAGE WITH BLANK STIPULATION

3. a. PARTY SERVED: GERARD ROOF PRODUCTS, LLC

CT CORPORATION SYSTEM, AGENT FOR SERVICE

b. PERSON SERVED: CARLOS PAZ, PERSON AUTHORIZED TO RECEIVE
 HISPANIC MALE 27YRS 6'04" 200LBS. BLACK HAIR BLACK EYES

4. c. ADDRESS: 818 W 7th St Ste 930
 Los Angeles CA 90017

5. I SERVED THE PARTY NAMED IN ITEM 2

a. BY PERSONALLY DELIVERING THE COPIES
 ON 5/4/2018 AT 3:00:00 PM

6. THE "NOTICE TO PERSON SERVED" WAS COMPLETED AS FOLLOWS:

d. ON BEHALF OF:
 GERARD-ROOF PRODUCTS, LLC

CT CORPORATION SYSTEM, AGENT FOR SERVICE

UNDER THE FOLLOWING CODE OF CIVIL PROCEDURE SECTION : OTHER-LIMITED LIABILITY COMPANY

7a. Person Serving: V. Enrique Mendez

d. The fee for service was \$63.90

e. I am:

b. DDS Legal Support
 2900 Bristol St
 Costa Mesa, Ca 92626

- (1) not a registered California process server:
- (3) X registered California process server:

c. (714) 662-5555

- (i) Independent Contractor
- (i) Registration No: 3428
- (i) County: LOS ANGELES

8. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. V. Enrique Mendez
 5/10/2018

X

SIGNATURE

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) KASHIF HAQUE, SBN 218672 9811 Irvine Center Dr Ste 100 Irvine CA 92618		TELEPHONE NO. (949) 379-6250	FOR COURT USE ONLY SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT MAY 14 2018 BY <u>E. Staricka</u> EDEN STARICKA, DEPUTY	
ATTORNEY FOR (Name) Insert of Court Name of Judicial District and Branch Court if any SAN BERNARDINO COUNTY SUPERIOR COURT, SAN BERNARDINO DISTRICT				
SHORT TITLE OF CASE DE DIOS v GERARD				
3333736	(HEARING) Date	Time	Dept S26	Case Number: CIVDS1809414 REFERENCE NO. De Dios v. Gerard Roof Products,

PROOF OF SERVICE OF SUMMONS

1. AT THE TIME OF SERVICE I WAS AT LEAST 18 YEARS OF AGE AND NOT A PARTY TO THIS ACTION

2. I SERVED COPIES OF THE:
 SUMMONS & COMPLAINT; CIVIL CASE COVER SHEET
 GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM
 NOTICE OF CASE ASSIGNMENT FOR ALL PURPOSES
 CERTIFICATE OF ASSIGNMENT
 ADR INFORMATION PACKAGE WITH BLANK STIPULATION

3. a. PARTY SERVED: HEADWATERS INCORPORATED

CT CORPORATION SYSTEM, AGENT FOR SERVICE

b. PERSON SERVED: CARLOS PAZ, PERSON AUTHORIZED TO RECEIVE
 HISPANIC MALE 27YRS 6'04" 200LBS. BLACK HAIR BLACK EYES

4. c. ADDRESS: 818 W 7th St Ste 930
 Los Angeles CA 90017

5. I SERVED THE PARTY NAMED IN ITEM 3

a. BY PERSONALLY DELIVERING THE DOCUMENTS LISTED IN ITEM 2 TO THE PARTY OR PERSON
 AUTHORIZED TO RECEIVE SERVICE OF PROCESS FOR THE PARTY. ON 5/4/2018 AT 3:00:00 PM

6. THE "NOTICE TO PERSON SERVED" WAS COMPLETED AS FOLLOWS:

d. ON BEHALF OF:
 HEADWATERS INCORPORATED

CT CORPORATION SYSTEM, AGENT FOR SERVICE

UNDER THE FOLLOWING CODE OF CIVIL PROCEDURE SECTION : CORPORATION CCP 416.10

7a. Person Serving: V. Enrique Mendez

b. DDS Legal Support
 2900 Bristol St
 Costa Mesa, Ca 92626

c. (714) 662-5555

8. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. V. Enrique Mendez
 5/10/2018

d. The fee for service was \$37.00

e. I am:

(1) not a registered California process server:

(3) X registered California process server:

(i) Independent Contractor

(i) Registration No: 3428

(i) County: LOS ANGELES

X

SIGNATURE

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) KASHIF HAQUE, SBN 218672 9811 Irvine Center Dr Ste 100 Irvine CA 92618		TELEPHONE NO. (949) 379-6250	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT MAY 14 2018 BY <u>E. Staricka</u> EDEN STARICKA, DEPUTY
ATTORNEY FOR (Name)			
Insert of Court Name of Judicial District and Branch Court if any SAN BERNARDINO COUNTY SUPERIOR COURT, SAN BERNARDINO DISTRICT			
SHORT TITLE OF CASE DE DIOS v GERARD			
3333725	(HEARING) Date	Time	Dept
			S26
		Case Number:	CIVDS1809414
		REFERENCE NO.	De Dios v. Gerard Roof Products,

PROOF OF SERVICE OF SUMMONS

1. AT THE TIME OF SERVICE I WAS AT LEAST 18 YEARS OF AGE AND NOT A PARTY TO THIS ACTION

2. I SERVED COPIES OF THE:

- SUMMONS & COMPLAINT; CIVIL CASE COVER SHEET
- GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM
- NOTICE OF CASE ASSIGNMENT FOR ALL PURPOSES
- CERTIFICATE OF ASSIGNMENT
- ADR INFORMATION PACKAGE WITH BLANK STIPULATION

3. a. PARTY SERVED: BORAL ROOFING LLC

CT CORPORATION SYSTEM, AGENT FOR SERVICE

b. PERSON SERVED: CARLOS PAZ, PERSON AUTHORIZED TO RECEIVE
HISPANIC MALE 27YRS 6'04" 200LBS. BLACK HAIR BLACK EYES

4. c. ADDRESS: 818 W 7th St Ste 930
Los Angeles CA 90017

5. I SERVED THE PARTY NAMED IN ITEM 2

a. BY PERSONALLY DELIVERING THE COPIES

ON 5/4/2018 AT 3:00:00 PM

6. THE "NOTICE TO PERSON SERVED" WAS COMPLETED AS FOLLOWS:

d. ON BEHALF OF:

BORAL ROOFING LLC

CT CORPORATION SYSTEM, AGENT FOR SERVICE

UNDER THE FOLLOWING CODE OF CIVIL PROCEDURE SECTION : OTHER-LIMITED LIABILITY COMPANY

7a. Person Serving: V. Enrique Mendez

b. DDS Legal Support
2900 Bristol St
Costa Mesa, Ca 92626

c. (714) 662-5555

8. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. V. Enrique Mendez

5/10/2018

d. The fee for service was \$37.00

e. I am:

(1) not a registered California process server:

(3) X registered California process server:

(i) Independent Contractor

(i) Registration No: 3428

(i) County: LOS ANGELES

X

SIGNATURE

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) KASHIF HAQUE, SBN 218672 9811 Irvine Center Dr Ste 100 Irvine CA 92618		TELEPHONE NO. (949) 379-6250	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT MAY 14 2018 BY <u>E. Staricka</u> EDEN STARICKA, DEPUTY
ATTORNEY FOR (Name) Insert of Court Name of Judicial District and Branch (Court if any) SAN BERNARDINO COUNTY SUPERIOR COURT, SAN BERNARDINO DISTRICT			
SHORT TITLE OF CASE DE DIOS v GERARD			
3333739 (HEARING) Date	Time	Dept S26	
Case Number: CIVDS1809414			REFERENCE NO. De Dios v. Gerard Roof Products,

PROOF OF SERVICE OF SUMMONS

1. AT THE TIME OF SERVICE I WAS AT LEAST 18 YEARS OF AGE AND NOT A PARTY TO THIS ACTION

2. I SERVED COPIES OF THE:

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- GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM
- NOTICE OF CASE ASSIGNMENT FOR ALL PURPOSES
- CERTIFICATE OF ASSIGNMENT
- ADR INFORMATION PACKAGE WITH BLANK STIPULATION

3. a. PARTY SERVED: METROTILE MANUFACTURING, LLC

CT CORPORATION SYSTEM, AGENT FOR SERVICE

b. PERSON SERVED: CARLOS PAZ, PERSON AUTHORIZED TO RECEIVE
 HISPANIC MALE 27YRS 6'04" 200LBS. BLACK HAIR BLACK EYES

4. c. ADDRESS: 818 W 7th St Ste 930
 Los Angeles CA 90017

5. I SERVED THE PARTY NAMED IN ITEM 2

a. BY PERSONALLY DELIVERING THE COPIES

ON 5/4/2018 AT 3:00:00 PM

6. THE "NOTICE TO PERSON SERVED" WAS COMPLETED AS FOLLOWS:

d. ON BEHALF OF:

METROTILE MANUFACTURING, LLC

CT CORPORATION SYSTEM, AGENT FOR SERVICE

UNDER THE FOLLOWING CODE OF CIVIL PROCEDURE SECTION : OTHER-LIMITED LIABILITY COMPANY

7a. Person Serving: V. Enrique Mendez

b. DDS Legal Support
 2900 Bristol St
 Costa Mesa, Ca 92626

c. (714) 662-5555

8. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. V. Enrique Mendez

5/10/2018

d. The fee for service was \$37.00

e. I am:

(1) not a registered California process server:

(3) X registered California process server:

(i) Independent Contractor

(i) Registration No: 3428

(i) County: LOS ANGELES

X

SIGNATURE

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) KASHIF HAQUE, SBN 218672 9811 Irvine Center Dr Ste 100 Irvine CA 92618				TELEPHONE NO. (949) 379-6250	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT MAY 14 2018
ATTORNEY FOR (Name) <i>Insert of Court Name of Judicial District and Branch Court if any</i> SAN BERNARDINO COUNTY SUPERIOR COURT, SAN BERNARDINO DISTRICT					
SHORT TITLE OF CASE DE DIOS v GERARD					
3333730	(HEARING) Date	Time	Dept	S26	Case Number: CIVDS1809414 BY <i>E. Staricka</i> EDEN STARICKA, DEPUTY REFERENCE NO. De Dios v. Gerard Roof Products,

PROOF OF SERVICE OF SUMMONS

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GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM
NOTICE OF CASE ASSIGNMENT FOR ALL PURPOSES
CERTIFICATE OF ASSIGNMENT
ADR INFORMATION PACKAGE WITH BLANK STIPULATION

3. a. PARTY SERVED: BORAL INDUSTRIES INC.

CT CORPORATION SYSTEM, AGENT FOR SERVICE

b. PERSON SERVED: CARLOS PAZ, PERSON AUTHORIZED TO RECEIVE
HISPANIC MALE 27YRS 6'04" 200LBS. BLACK HAIR BLACK EYES

4. c. ADDRESS: 818 W 7th St Ste 930
Los Angeles CA 90017

5. I SERVED THE PARTY NAMED IN ITEM 3

a. BY PERSONALLY DELIVERING THE DOCUMENTS LISTED IN ITEM 2 TO THE PARTY OR PERSON
AUTHORIZED TO RECEIVE SERVICE OF PROCESS FOR THE PARTY. ON 5/4/2018 AT 3:00:00 PM

6. THE "NOTICE TO PERSON SERVED" WAS COMPLETED AS FOLLOWS:

d. ON BEHALF OF:
BORAL INDUSTRIES INC.

CT CORPORATION SYSTEM, AGENT FOR SERVICE

UNDER THE FOLLOWING CODE OF CIVIL PROCEDURE SECTION : CORPORATION CCP 416.10

7a. Person Serving: V. Enrique Mendez

b. DDS Legal Support
2900 Bristol St
Costa Mesa, Ca 92626

c. (714) 662-5555

8. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. V. Enrique Mendez

5/10/2018

d. The fee for service was \$37.00

e. I am:

(1) not a registered California process server:

(3) X registered California process server:

(i) Independent Contractor

(i) Registration No: 3428

(i) County: LOS ANGELES

[Handwritten Signature]

SIGNATURE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleging Labor Law Violations Filed in California Against Roofing Manufacturers](#)
