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FILED
Los Angeles Superior Court

JUL 19 2012

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John A. Clarke, Executive Officer/Clerk
By SHAUNYA WESLEY Deputy

Attorneys for Representative Plaintiff and Plaintiff Class,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR
THE COUNTY OF LOS ANGELES (CENTRAL)**

14 STEVEN JONES, individually, and on behalf
15 of all others similarly situated,

16 Plaintiffs,

17 v.

18 CANON BUSINESS SOLUTIONS, INC., a
19 Corporation, and DOES 1-100, inclusive,

20 Defendants.

CASE NO.

(UNLIMITED CIVIL CASE)

**CLASS ACTION COMPLAINT FOR
DAMAGES, INJUNCTIVE RELIEF
AND RESTITUTION.**

CLASS ACTION:

1. Failure to Pay Overtime Wages;
2. Failure to Provide Meal Periods;
3. Failure to Pay For All Hours Worked;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Failure to Pay Wages Upon Termination;
6. Failure to Reimburse Employees for Expenditures or Losses Incurred, Including Failure to Provide or Maintain Uniforms and Clothing;
7. Violation of California Business Professions Code §§ 17200 et seq.

DEMAND FOR JURY TRIAL

25 Plaintiff Steven Jones ("Representative Plaintiff"), on behalf of himself and all other
26 similarly situated, complain against Defendant Canon Business Solutions, Inc. and Does 1
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BC 48866
BY FAX
CIT/CASE: BC488662 LEA/DEF#:
RECEIPT #: CCH65980149
DATE PAID: 07/19/12 04:23:07 PM
PAYMENT: \$1,000.00
RECEIVED: 0310

CIT/CASE: BC488662 LEA/DEF#:
RECEIPT #: CCH65980149
DATE PAID: 07/19/12 09:22:48 PM
PAYMENT: \$435.00
RECEIVED: 0310

CASH: 1,000.00
CHECK: 435.00
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1 through 100, inclusive (collectively "Canon" or "Defendants") for all the causes of action stated
2 herein and alleged as follows:

3 **INTRODUCTION AND NATURE OF THE ACTION**

4 1. This Complaint seeks relief for claims brought as a Class Action, pursuant to §
5 382 of the Code of Civil Procedure, on behalf of Representative Plaintiff and all others similarly
6 situated ("Class Members") who have performed maintenance/repairs of copiers/printers sold by
7 Defendants in California within the applicable class period.

8 2. The Class Period is designated as the date four years prior to the filing date of this
9 complaint through the date of trial, based upon the allegations that the violations of California's
10 labor laws, as described more fully below, have been ongoing throughout that time.

11 3. The Representative Plaintiff on behalf of himself and Class Members bring this
12 action alleging violations of the California Labor Code, including, *inter alia*, allegations of
13 failing to pay overtime wages; failing to provide meal periods; failing to pay all wages owed;
14 failing to provide accurate itemized wage statements; failing to timely pay compensation due and
15 owing; requiring employees to pay for mandated clothing (i.e. uniforms); failing to provide
16 and/or maintain required uniforms; failing to reimburse employees for all expenses reasonably
17 incurred in the course of performing their jobs; and engaging in unlawful and unfair business
18 practices.

19 4. Representative Plaintiff, on behalf of himself and on behalf of all Class Members
20 seek, *inter alia*, unpaid wages, including unpaid overtime compensation and interest thereon,
21 reimbursement for the purchase and maintenance of clothing incurred by Plaintiff and Class
22 Members, liquidated damages and other penalties, injunctive and other equitable relief, and
23 reasonable attorneys' fees and costs under, *inter alia*, Title 8 of the California Code of
24 Regulations, California Business and Professions Code §§ 17200 *et seq.*, California Code of
25 Civil Procedure § 1021.5, and various provisions of the California Labor Code as cited herein.

26 **JURISDICTION AND VENUE**

27 5. Jurisdiction and venue as to Defendants are proper in this Court. Defendants are
28 corporations doing business in the County of Los Angeles, and Plaintiff is informed and believes,

1 and on that basis alleges, that Defendants employed, and/or exercised control over the wages,
2 hours, and/or working conditions of the Representative Plaintiff and Class Members at various
3 California locations, including within Los Angeles County. Some of the unlawful acts alleged
4 herein occurred in Los Angeles County and the liability in this case arose in part within Los
5 Angeles County.

6 **PARTIES**

7 **A. Plaintiffs**

8 6. Representative Plaintiff Steven Jones worked for Defendants as a field technician
9 from approximately October 2006 to May 2012. At all times relevant herein, he was a resident of
10 the state of California and employed by Defendants in California during the Class Period.

11 7. The Representative Plaintiff brings this action on behalf of himself and as a class
12 action, pursuant to California Code of Civil Procedure Section 382, on behalf of all persons
13 similarly situated and proximately damaged by the unlawful conduct described herein.

14 **B. Defendants**

15 8. Representative Plaintiff is informed and believes and, based thereon, alleges that
16 at all times herein relevant, Canon was a corporation doing business within the State of
17 California by selling copiers and copier maintenance/repair services to the public in the state of
18 California.

19 9. Representative Plaintiff is informed and believe and, on that basis, alleges that at
20 all times herein mentioned, Defendants employed and/or exercised control over the wages,
21 hours, expense reimbursements, and/or working conditions of the Representative Plaintiff and
22 Class Members at various locations in California including Los Angeles County.

23 10. Representative Plaintiff is unaware of the true names and capacities of those
24 Defendants sued herein as Does 1 through 100, inclusive and, therefore, sue these Defendants by
25 such fictitious names. The Representative Plaintiff will seek leave of court to amend this
26 Complaint when such names are ascertained. The Representative Plaintiff is informed and
27 believe and, on that basis alleges that each of the fictitiously-named Defendants are and were, at
28 all relevant times herein-mentioned, officers, directors, partners, and/or managing agents of some

1 or each of the remaining Defendants. The Representative Plaintiff is informed and believes and,
2 on that basis alleges that each of the fictitiously-named Defendants was responsible in some
3 manner for, consented, ratified, and/or authorized the conduct herein alleged and that the
4 Representative Plaintiff and Class Members' damages, as herein alleged, were proximately
5 caused thereby.

6 11. The Representative Plaintiff is informed and believes and, on that basis, alleges
7 that at all relevant times herein, each of the Defendants was the agent and/or employee of each of
8 the remaining Defendants, and, in doing the acts herein alleged, was acting within the course and
9 scope of such agency and/or employment.

10 **CLASS ACTION ALLEGATIONS**

11 12. Representative Plaintiff brings this action individually and as a class action on
12 behalf of all persons similarly situated and proximately damaged by Defendants' conduct,
13 including, but not limited to the following Plaintiff Class:

14 All persons who have been employed by Defendants as Technicians (including
15 but not limited to Copier Technicians, Field Technicians, Field Service
16 Technicians, Digital Field Service Technicians, Digital Service Engineers) in the
17 state of California during any portion of the period commencing four years prior
to the filing of this action through the entry of final judgment in this action

18 13. This action is brought pursuant to California Code of Civil Procedure § 382 and is
19 properly brought because there is a well-defined community of interest in the litigation and the
20 proposed Class is easily ascertainable.

21 a. Numerosity: A class action is the only available method for the fair and
22 efficient adjudication of this controversy. The members of the Plaintiff Class
23 are so numerous that joinder of all members is impractical, if not impossible,
24 insofar as the Representative Plaintiff is informed and believes and, on that
25 basis alleges that there are sufficient Class Members to meet the numerosity
requirement. Membership in the Class will be determined upon analysis of
employee and payroll, among other, records maintained by Defendants.

26 b. Commonality: The Representative Plaintiff and the Class Members share a
27 community of interests in that there are numerous common questions of fact
28 and law which predominate over any questions and issues solely affecting
individual members, including, but not necessarily limited to:

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- 1) Whether Defendants maintained a policy or practice of automatically deducting 45 minutes from each Class Member's pay each work day regardless of whether the Class Member was fully relieved of duty for such time period during his or her work shift;
- 2) Whether Defendants' policy or practice of auto-deductions constituted a *de facto* requirement that Class Members work off the clock and be denied full compensation for hours worked;
- 3) Whether Defendants violated IWC Wage Order 4 and or Labor Code § 510 by failing to pay overtime compensation to Class Members who worked in excess of forty hours per week and/or eight hours per day;
- 4) Whether Defendants violated Labor Code § 226.7 and/or 512 by failing to consistently provide meal periods;
- 5) Whether Defendants violated IWC Wage Order 4 and California Labor Code section 1194 by failing to pay at least minimum wage for all hours worked;
- 6) Whether Defendants violated California Labor Code § 1174 by failing to keep accurate records of employees' hours of work;
- 7) Whether Defendants violated Labor Code § 226 by failing to provide accurate semimonthly itemized statements to Class members of total hours worked by each and all applicable hourly rates in effect during the pay period;
- 8) Whether Defendants violated California Labor Code §§ 201-204 by failing to pay wages due and owing at the time that certain Class Members' employment with Defendants terminated;
- 9) Whether Class Members are entitled to "waiting time" penalties pursuant to California Labor Code § 203;
- 10) Whether Defendants violated IWC Wage Order 4 by failing to provide/maintain required uniforms;
- 11) Whether Defendants violated IWC Wage Order 4 and California Labor Code § 2802 by failing to reimburse Class Members for all expenses reasonably incurred as a direct consequence of their performance of their job duties;
- 12) Whether Defendants violated California Business & Professions Code §§ 17200 *et seq.* by failing to pay overtime compensation and/or failing to reimburse for job-related expenses.

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- c. Typicality: The Representative Plaintiff's claims are typical of the claims of Class Members. The Representative Plaintiff and Class Members sustained damages arising out of and caused by Defendants' common course of conduct in violation of law, as alleged herein.
- d. Superiority: The expense and burden of individual litigation by each member makes or make it impractical for Class Members to seek redress individually for the wrongful conduct alleged herein. Should separate actions be brought, or be required to be brought, by each individual Class Member, the resulting multiplicity of lawsuits would cause undue hardship and expense for the Court and the litigants. The prosecution of separate actions would also create a risk of inconsistent rulings which might be dispositive of the interests of other Class Members who are parties to the adjudication and/or may substantially impede their ability to adequately protect their interests.
- e. Adequacy of Representation: The Representative Plaintiff in this class action is an adequate representative of the Plaintiff Class in that the Representative Plaintiff's claims are typical of those of the Plaintiff Class and the Representative Plaintiff has the same interest in the litigation of this case as the Class Members. The Representative Plaintiff is committed to vigorous prosecution of this case and has retained competent counsel who is experienced in conducting litigation of this nature. The Representative Plaintiff is not subject to any individual defenses unique from those conceivably applicable to Class Members as a whole. The Representative Plaintiff anticipates no management difficulties in this litigation.

COMMON FACTUAL ALLEGATIONS

14. Defendants, directly and through subsidiary and affiliated entities, sell copiers/printers and related software in California. Defendants and their agents, directly and through subsidiary and affiliated entities, employ persons to provide onsite maintenance and repair services of the products it sells ("Technicians").

15. At all times relevant herein, Defendants have had a practice and/or policy of automatically and electronically deducting each day 45 minutes from the time records of Technicians, irrespective of whether the Technicians were fully relieved of duty during that time period. Further, Defendants have staffed their operations and scheduled Class Members' workload so as to (a) deny Class Members the ability to take meal breaks and (b) pressure Class Members to miss meal breaks; and (c) incentivize Class Members to miss meal breaks. By so doing, Defendants have effectively required and permitted Class Members to work off-the-clock

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1 without compensation, including hours that should have been compensated at a minimum wage
2 rate of pay and overtime rate of pay.

3 16. Defendants have also maintained a policy or practice of failing to reimburse Class
4 Members for business expenses incurred in acquiring and maintaining required uniforms and
5 clothing of distinctive design or color including but not limited to clothing containing
6 Defendants' logo.

7 17. Defendants have declined to pay these wages, upon a Representative Plaintiff's or
8 Class Member's termination or resignation from employment. Representative Plaintiff and all
9 persons similarly situated are entitled to unpaid compensation, yet to date, have not received
10 such compensation despite many of the same having terminated by and/or resigned from
11 Defendants.

12 18. Defendants also failed to provide Representative Plaintiff and Class Members
13 with accurate semimonthly itemized statements of the total number of hours worked by each, and
14 all applicable hourly rates in effect, during the pay period. In failing to provide the required
15 documents, Defendants have not only failed to pay their workers the full amount of
16 compensation due but have also, until now, effectively, shielded itself from their employees'
17 scrutiny by concealing the magnitude and financial impact of its wrongdoing that such
18 documents might otherwise have led workers to discover.

19 19. These unlawful and unfair practices have allowed Defendants to enjoy a
20 significant competitive edge over other businesses.

21 **FIRST CAUSE OF ACTION**
22 **UNLAWFUL FAILURE TO PAY OVERTIME WAGES**
23 **(In Violation of IWC Wage Order 4-2001 and California Labor Code §§ 510, 1194, 1198)**

24 20. Representative Plaintiff incorporates by reference in this cause of action each
25 allegation of paragraphs 1 through 19 inclusive as though fully set forth herein.

26 21. During the Class Period, the Representative Plaintiff and the Class Members
27 worked, on many occasions, in excess of 8 hours in a workday and/or 40 hours in a workweek.
28 The precise number of overtime hours will be proven at trial. Despite the hours worked by the

1 Representative Plaintiff and the Class Members, Defendants willfully, in bad faith, and in
2 knowing violation of the California Labor Code, failed and refused to compensate the
3 Representative Plaintiff and Class Members for all of the overtime wages earned.

4 22. At all relevant times, Defendants were aware of, and under a duty to comply with,
5 the overtime provisions of the California Labor Code including, but not limited to, California
6 Labor §§510, 1194, and 1198.

7 23. California Labor Code § 510, in pertinent part, provides:

8 “Any work in excess of eight hours in one workday and any work in excess of 40
9 hours in any one workweek and the first eight hours worked on the seventh day of
10 work in any one workweek shall be compensated at the rate of no less than one
and one-half times the regular rate of pay for an employee.”

11 24. California Labor Code § 1194, in pertinent part, provides:

12 “Notwithstanding any agreement to work for a lesser wage, any employee
13 receiving less than the legal minimum wage or the legal overtime compensation
14 applicable to the employee is entitled to recover in a civil action the unpaid
15 balance of the full amount of this minimum wage or overtime compensation,
including interest thereon, reasonable attorneys’ fees, and costs of suit.”

16 25. California Labor Code § 1198, in pertinent part, provides:

17 “[t]he maximum hours of work and the standard conditions of labor fixed by the
18 commission shall be the maximum hours of work and the standard conditions of
19 labor for employees. The employment of any employee for longer hours than
20 those fixed by the order or under conditions of labor prohibited by the order is
unlawful.”

21 26. IWC Wage Order No. 4 applies (or applied) to Representative Plaintiff and all
22 other current and former employees of Defendants. At all times relevant herein, IWC Wage
23 Order No. 4 has provided in pertinent part:

24 “(a) an employee who works more than forty hours in a week must
25 receive overtime compensation at the rate of one and one-half
26 times his or her regular hourly rate for each overtime hour worked;
27 and (b) an employee who works more than eight hours in a day
28 must receive overtime compensation at the rate of one and one-half
times his or her regular hourly rate for hours worked in excess of
eight hours per day and at a rate of two times his or her hourly rate
for hours worked in excess of twelve hours per day.”

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

34. Section 11 of IWC Wage Order 4 mandates that the employer provide all applicable meal periods to non-exempt employees.

35. Section 11 of the applicable IWC Wage Oder provides in pertinent part: No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes ... Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked.

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

36. By failing to consistently provide an uninterrupted thirty-minute meal period within the first five hours of work each day, Defendants violated the California Labor Code and applicable IWC Wage Order provisions.

37. Representative Plaintiff is informed and believes, and on that basis alleges, that Defendants have never paid the one hour of compensation to any Class Members due to its violations of the California Labor Code and applicable IWC Wage Order provisions.

38. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Representative Plaintiff and Class Members have sustained damages, including loss of compensation resulting from missed meal periods, in an amount to be established at trial.

39. As a further direct and proximate result of Defendants unlawful conduct, as set forth herein, certain Representative Plaintiff and Class Members are entitled to recover "waiting time" and other penalties, in amounts to be established at trial, including but not limited to costs, and interest pursuant to California law.

THIRD CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGE FOR ALL HOURS WORKED

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1 (In Violation of IWC Wage Order 4-2001 and California Labor Code §§ 1194, 1197)

2 40. Representative Plaintiff incorporates by reference in this cause of action each
3 allegation of paragraphs 1 through 39 inclusive as though fully set forth herein.

4 41. IWC Wage Order 4-2001 and California Labor Code §§ 1194 and 1197 require
5 employers to pay employees at least minimum wage for all hours worked.

6 42. California Labor Code § 1197 provides: “The minimum wage for employees
7 fixed by the commission is the minimum wage to be paid to employees, and the payment of a
8 less wage than the minimum so fixed is unlawful.”

9 43. The minimum wage provisions of California Labor Code are enforceable by
10 private civil action pursuant to California Labor Code § 1194(a).

11 44. As described, in California Labor Code §§ 1185 and 1194.2, any such action
12 incorporates the applicable IWC Order. Sections 1182.11 and 1182.12 discuss the minimum
13 wage.

14 45. California Labor Code § 1194.2 also provides for the following remedies:
15 “In any action under Section 1193.6 or Section 1194 to recover wages because of
16 the payment of a wage less than the minimum wage fixed by an order of the
17 commission, an employee shall be entitled to recover liquidated damages in an
18 amount equal to the wages unlawfully unpaid and interest thereon.”

19 46. At all times relevant herein, Defendants had a policy and practice of failing to pay
20 Representative Plaintiff and Class Members for all hours they worked that qualified as
21 compensable under California law, including but not limited to: time spent by the employee
22 calling Defendant at the beginning of the work day or end of work day to assign himself to a call,
23 closing out a call for service at the end of the day, and completing reports at the end of the work
24 day.

25 47. By refusing and failing to pay Representative Plaintiff and Class Members for all
26 compensable time they worked, Defendants failed not only to pay them the agreed-upon rate but
27 also failed to pay them at least the minimum wage for all hours worked.
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1 48. Defendants' acts and omissions as alleged herein were willful, in bad faith, and
2 without reasonable grounds for believing that the acts or omissions were not a violation of state
3 law.

4 49. As a direct and proximate result of Defendants' unlawful conduct, as set forth
5 herein, Representative Plaintiff and Class Members have sustained damages, including lost
6 wages, in an amount to be determined at trial.

7 50. Consequently, in addition to recovering the unpaid wages, Representative
8 Plaintiff and Class Members are entitled to recover interest and liquidated damages thereon,
9 reasonable attorneys' fees and costs, pursuant to Labor Code sections 1194(a) and 1194.2(a).

10 **FOURTH CAUSE OF ACTION**
11 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
12 **(In Violation of California Labor Code §§ 226 and 1174)**

13 51. Representative Plaintiff incorporates by reference in this cause of action each
14 allegation of paragraphs 1 through 50 inclusive as though fully set forth herein.

15 52. California Labor Code Section 226(a) provides:

16 "Each employer shall semimonthly, or at the time of each payment of wages,
17 furnish each of his or her employees either as a detachable part of the check, draft
18 or voucher paying the employee's wages, or separately when wages are paid by
19 personal check or cash, an itemized wage statement in writing showing: (1) gross
20 wages earned; (2) total number of hours worked by each employee whose
21 compensation is based on an hourly wage; (3) all deductions provided that all
22 deductions made on written orders of the employee may be aggregated and shown
23 as one item; (4) net wages earned; (5) the inclusive date of the period for which
24 the employees is paid; (6) the name of the employee and his or her social security
25 number; and (7) the name and address of the legal entity which is the employer."

26 53. Moreover, California Labor Code § 226(e) provides:

27 "An employee suffering injury as a result of a knowing and intentional failure by
28 an employer to comply with subdivision (a) is entitled to recover the greater of all
actual damages or fifty dollars (\$50) for the initial pay period in which a violation
occurs and one hundred dollars (\$100) per employee for each violation in a
subsequent pay period not exceeding an aggregate penalty of four thousand
dollars (\$4,000) and is entitled to an award of costs and reasonable attorney's
fees."

54. Furthermore, California Labor Code § 1174 provides:

"Every person employing labor in this state shall: (d) keep, at a central location in
the state...payroll records showing the hours worked daily by and the wages paid
to... employees. These records shall be kept in accordance with rules established

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for this purpose by the commission, but in any case shall be kept on file for not less than two years.”

55. Defendants knowingly and intentionally failed to provide timely, accurate, itemized wage statements to the Representative Plaintiff and Class Members in accordance with Labor Code § 226. Representative Plaintiff is informed and believes, and on that basis alleges that none of the statements provided by Defendants accurately reflect the actual gross wages earned, net wages earned, or the appropriate deductions of such Class Members.

56. As a direct and proximate result of Defendants’ unlawful conduct as set forth herein, the Representative Plaintiff and Class Members may recover the damages and penalties provided for under California Labor Code § 226(e), plus interest thereon, reasonable attorneys’ fees, and costs.

FIFTH CAUSE OF ACTION
FAILURE TO PAY WAGES UPON TERMINATION
(In Violation of California Labor Code § 203)

57. Representative Plaintiff incorporates by reference in this cause of action each allegation of paragraphs 1 through 56 inclusive as though fully set forth herein.

58. California Labor Code § 203 provides that:
“If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.”

59. Numerous members of the Plaintiff Class were employed by Defendants during the Class Period and were thereafter terminated or resigned from their positions, yet they were not paid all wages due upon termination or within 72 hours of resignation. Defendants, however, willfully failed and refused to pay these persons either at the time of termination or within 72 hours of their resignation as required under California law.

60. As a direct and proximate result of Defendants’ willful conduct in failing to pay said Class Members for all hours worked, affected members of the Plaintiff Class are entitled to recover “waiting time” penalties of up to thirty (30) days wages pursuant to Labor Code § 203, in an amount to be established at trial, together, with interest thereon, and attorneys’ fees and costs.

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2 **SIXTH CAUSE OF ACTION**
3 **FAILURE TO REIMBURSE FOR ALL NECESSARY EXPENDITURES OR COSTS**
4 **INCURRED, INCLUDING FAILURE TO PROVIDE OR MAINTAIN UNIFORMS,**
5 **AND/OR CLOTHING**

6 **(In Violation of IWC Wage Order 4-2001 and California Labor Code § 2802)**

7 61. Representative Plaintiff incorporates by reference in this cause of action each
8 allegation of paragraphs 1 through 60 inclusive as though fully set forth herein.

9 62. Defendants failed to reimburse employees for expenses incurred in acquiring and
10 maintaining required uniforms and clothing of distinctive design or color containing Defendants'
11 logo. The applicable uniform and equipment requirements are found in § 9 of IWC Order 4-
12 2001, and in Labor Code § 2802, which states that:

13 "An employer shall indemnify his or her employee for all necessary expenditures
14 or losses incurred by the employee in direct consequence of the discharge of his
15 or her duties.... Subsection (c) of Labor Code § 2802 further states that "For
16 purposes of this section, the terms "necessary expenditures or losses" shall include
17 all reasonable costs, including, but not limited to, attorneys' fees incurred by the
18 employee enforcing the rights granted by this section."

19 63. Representative Plaintiff and Class Members were and continue to be required to
20 pay for uniforms and required clothing. Representative Plaintiff and Class Members were and
21 continue to be required to maintain their uniforms and clothing beyond normal washing.
22 Representative Plaintiff and Class Members were and continue to not be reimbursed for costs
23 incurred to purchase and to maintain uniforms and clothing.

24 64. Defendants' reimbursement policy violated and continues to violate California
25 Labor Code § 2802. Representative Plaintiff and Class Members are therefore entitled to
26 reimbursement for the expenses reasonably incurred in performing their job duties, plus interest
27 thereon (accruing from the date on which the employee incurred the expense), reasonable
28 attorneys' fees, and costs.

65. As such, Representative Plaintiff and Class Members seek reimbursement for
costs incurred, interest thereon, interest, costs of suit and attorneys' fees pursuant to IWC Order
4-2001 and California Labor Code § 2802.

SEVENTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES UNDER THE UNFAIR COMPETITION ACT
(In Violation of California Business & Professions Code §§17200-17208)

1 proposed Plaintiff Class against Defendants on all Claims for Relief. In particular,
2 Representative Plaintiff prays for the following relief:

- 3 1. That this Court declare, adjudge and decree that this action is a proper class action
4 pursuant to California Code of Civil Procedure § 382;
- 5 2. That this Court appoint Representative Plaintiff as Class Representative;
- 6 3. That this Court appoint Representative Plaintiffs' Counsel as Class Counsel;
- 7 4. Unpaid minimum, overtime, and double time according to proof;
- 8 5. Unpaid compensation for failure to provide meal periods, according to proof;
- 9 6. Restitution of unpaid compensation, according to proof;
- 10 7. Liquidated damages under California Labor Code §1194.2(a), in an amount
11 equal to minimum wages unlawfully unpaid, according to proof;
- 12 8. Statutory damages under California Labor Code §226(3) for failure to provide
13 itemized pay statements, according to proof;
- 14 9. Waiting time penalties under California Labor Code § 203 for failure to pay
15 wages due upon separation, according to proof;
- 16 10. Unpaid reimbursements for all costs incurred as necessary job expenditures
17 including but not limited to costs of uniforms according to proof at trial;
- 18 11. Restitution to the Representative Plaintiff and the Class Members due to
19 Defendants' unlawful conduct, pursuant to Business & Professions Code §17200, *et seq.*;
- 20 12. Interest accrued on Plaintiff's damages, including pre-and post-judgment
21 interest, and an upward adjustment for inflation, under California Labor Code §§ 1194,1194.2
22 and California Civil Code § 3287;
- 23 13. Reasonable attorneys' fees and costs of suit pursuant to all applicable laws cited
24 herein; and
- 25 14. Relief described above for each Cause of Action, and such other and further
26 relief, in law or equity, as the Court deems appropriate and just.

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DEMAND FOR JURY TRIAL

Representative Plaintiff, on behalf of himself and all others similarly situated, hereby demand trial of their claims by jury to the extent authorized by law.

Respectfully submitted,

Dated: July 19, 2012

RUKIN, HYLAND DORIA & TINDALL LLP

By: 
Peter Rukin

GALLENBERG PC
Rosa Vigil-Gallenberg

Attorneys for Plaintiffs

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 ATTORNEY FOR (Name): Plaintiff, Steven Jones et al.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles (Central District)
 STREET ADDRESS: 111 N. Hill Street
 MAILING ADDRESS: 111 N. Hill Street
 CITY AND ZIP CODE: Los Angeles, CA 90012
 BRANCH NAME: Stanley Mosk Courthouse

FOR COURT USE ONLY
FILED
 Los Angeles Superior Court
 JUL 19 2012
 John A. Clarke, Executive Officer/Clerk
 By  Deputy
SHAUNYA WESLEY

CASE NAME:
Steven Jones v. Canon Business Solutions, Inc.

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
BC 4 886 62

JUDGE:
 DEPT:
BY FAX

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:

<p>Auto Tort</p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <p>Non-PI/PD/WD (Other) Tort</p> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<p>Contract</p> <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) <p>Real Property</p> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <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)	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <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) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input checked="" type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): **Seven (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:
 Peter Rukin
 (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.

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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

<p>Auto Tort Auto (22)—Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)</p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/Wrongful Death Product Liability (<i>not asbestos or toxic/environmental</i>) (24) Medical Malpractice (45) Medical Malpractice— Physicians & Surgeons Other Professional Health Care Malpractice Other PI/PD/WD (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/WD</p> <p>Non-PI/PD/WD (Other) Tort Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (26) Legal Malpractice Other Professional Malpractice (<i>not medical or legal</i>) Other Non-PI/PD/WD Tort (35)</p> <p>Employment Wrongful Termination (36) Other Employment (15)</p>	<p>Contract Breach of Contract/Warranty (06) Breach of Rental/Lease Contract (<i>not unlawful detainer or wrongful eviction</i>) Contract/Warranty Breach—Seller Plaintiff (<i>not fraud or negligence</i>) Negligent Breach of Contract/Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case—Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage (<i>not provisionally complex</i>) (18) Auto Subrogation Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute</p> <p>Real Property Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)</p> <p>Unlawful Detainer Commercial (31) Residential (32) Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)</p> <p>Judicial Review Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ—Administrative Mandamus Writ—Mandamus on Limited Court Case Matter Writ—Other Limited Court Case Review Other Judicial Review (39) Review of Health Officer Order Notice of Appeal—Labor Commissioner Appeals</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403) Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)</p> <p>Enforcement of Judgment Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment (<i>non-domestic relations</i>) Sister State Judgment Administrative Agency Award (<i>not unpaid taxes</i>) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case</p> <p>Miscellaneous Civil Complaint RICO (27) Other Complaint (<i>not specified above</i>) (42) Declaratory Relief Only Injunctive Relief Only (<i>non-harassment</i>) Mechanics Lien Other Commercial Complaint Case (<i>non-tort/non-complex</i>) Other Civil Complaint (<i>non-tort/non-complex</i>)</p> <p>Miscellaneous Civil Petition Partnership and Corporate Governance (21) Other Petition (<i>not specified above</i>) (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition</p>
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SHORT TITLE:

Steven Jones v. Canon Business Solutions, Inc.

CASE NUMBER

BC 488662
BY FAX

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

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

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

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 10 HOURS/ DAYS

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

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

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

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

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

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

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

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

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6026 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3., 10.
Contract	Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 6. 1., 2., 6.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 6. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6161 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6163 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6008 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.		
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 4., 8. 2., 9.		

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

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS:
CITY: Los Angeles	STATE: CA	ZIP CODE:	

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

Dated: 7/19/12

Patricia R. [Signature]
(SIGNATURE OF ATTORNEY/FILING PARTY)

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

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

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