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6 Attorneys for Defendants  
CAMELBAK PRODUCTS, LLC  
and VISTA OUTDOOR, INC.  
7  
8

9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA  
11

12 ALICIA MOSQUEDA-ZAVALA,  
13 individually, and on behalf of all others  
14 similarly situated,

15 Plaintiff,

16 v.

17 CAMELBAK PRODUCTS, LLC, a  
18 Delaware corporation; VISTA OUTDOOR,  
19 INC., a Delaware corporation; and DOES 1  
through 10, inclusive,

20 Defendants.  
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Case No. 2:18-cv-08816

**DEFENDANTS CAMELBAK  
PRODUCTS, LLC AND VISTA  
OUTDOOR, INC.'S NOTICE OF  
REMOVAL TO FEDERAL COURT**

(Los Angeles Superior Court Case  
No. BC721315)

1 **TO THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT**  
2 **OF CALIFORNIA AND TO PLAINTIFF ALICIA MOSQUEDA-ZAVALA TO**  
3 **AND HER ATTORNEYS OF RECORD:**

4 **PLEASE TAKE NOTICE** that Defendants CamelBak Products, LLC and Vista  
5 Outdoor, Inc. (“Defendants”) file this Notice of Removal pursuant to 28 U.S.C. sections  
6 1441 and 1446, asserting original federal jurisdiction under 28 U.S.C. sections 1332(d)(2)  
7 and 1453, to effect the removal of the above-captioned action, which was originally  
8 commenced in the Superior Court of the State of California in and for the County of Los  
9 Angeles, to the United States District Court for the Central District of California. This  
10 Court has original jurisdiction over the action pursuant to the Class Action Fairness Act  
11 of 2005 (“CAFA”) for the following reasons:

12 **BACKGROUND**

13 On September 13, 2018, Plaintiff ALICIA MOSQUEDA-ZAVALA (“Plaintiff”)  
14 filed a Complaint in the Superior Court of the State of California, County of Los Angeles  
15 entitled, “*ALICIA MOSQUEDA-ZAVALA v. CAMELBAK PRODUCTS, LLC, a Delaware*  
16 *corporation; VISTA OUTDOOR, INC., a Delaware corporation; and DOES 1 through*  
17 *10, inclusive* (“Complaint”); Case No. BC721315. A true and correct copy of all  
18 processes, pleadings, notices and orders received by Defendants in this action are  
19 attached as **Exhibit A** hereto, as required by 28 U.S.C. section 1446(a) and are  
20 incorporated by reference as though fully set forth herein.

21 Plaintiff’s Complaint alleges seven purported causes of action as follows:

22 (1) Failure to Pay Minimum and Straight Time Wages (Cal. Labor Code §§ 204, 1194,  
23 1194.2 and 1197); (2) Failure to Pay Overtime Compensation (Cal. Labor Code §§ 1194  
24 and 1198); (3) Failure to Provide Meal Periods (Cal. Labor Code §§ 226.7, 512); (4)  
25 Failure to Authorize and Permit Rest Breaks (Cal. Labor Code §§ 226.7); (5) Failure to  
26 Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (6) Failure to  
27 Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (7) Unfair  
28 Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.).

1 The Complaint seeks to certify a class of “[a]ll persons who worked for any  
2 Defendant in California as an hourly-paid, non-exempt employee at any time during the  
3 period beginning four years before the filing of the initial complaint in this action and  
4 ending when notice to the Class is sent.” (Ex. A, Compl. ¶ 24.)

5 Defendants filed their Answer to the Complaint on October 11, 2018. A true and  
6 correct copy of the Answer is attached hereto as **Exhibit B**. Defendants have not filed  
7 any other pleadings or papers in this action prior to this Notice of Removal.

8 The exhibits listed above constitute all prior pleadings, process, and orders in  
9 Defendants’ possession that were filed with the court in this matter.

10 **TIMELINESS OF REMOVAL**

11 Without conceding that service of the Summons and Complaint was effective for  
12 purposes of 28 U.S.C. section 1446(b), this Notice of Removal is timely because it is  
13 being filed within thirty (30) days of Defendants’ receipt of the Summons and Complaint  
14 on September 14, 2018, and within one (1) year of the commencement of this action.  
15 Thus, removal is timely pursuant to 28 U.S.C. section 1446(b) and Federal Rule of Civil  
16 Procedure 6(a).

17 **ORIGINAL JURISDICTION – CLASS ACTION FAIRNESS ACT**

18 This Court has original jurisdiction of this action under CAFA, codified in  
19 pertinent part at 28 U.S.C. section 1332(d)(2). As set forth below, this action is properly  
20 removable, pursuant to 28 U.S.C. section 1441(a), in that this Court has original  
21 jurisdiction over the action, because the aggregate amount in controversy exceeds  
22 \$5,000,000 exclusive of interest and costs, and the action is a class action in which at  
23 least one class member is a citizen of a state different from that of a defendant. 28 U.S.C.  
24 §§ 1332(d)(2) & (d)(6). Furthermore, the number of putative class members is greater  
25 than 100. 28 U.S.C. § 1332(d)(5)(B); (Declaration of Stuart Larson in Support of  
26 Defendants’ Notice of Removal (“Larson Decl”), ¶ 7.)  
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1 direct, control and coordinate the corporation’s activities.” *Id.* at 1192. A corporation  
2 typically directs, controls and coordinates its activities from its headquarters. *Id.*

3 **Vista Outdoor, Inc.:** Vista Outdoor, Inc. is a corporation. (Larson Decl, ¶ 3.)  
4 Vista Outdoor, Inc. is now, and ever since this action commenced, has been organized  
5 under the laws of the State of Delaware. (*Id.*) Vista Outdoor Inc.’s corporate  
6 headquarters and its executive offices are located in Utah. (*Id.*) It is there that Vista  
7 Outdoor, Inc.’s high level officers direct, control, and coordinate the company’s  
8 activities. (*See id.*) Under the “nerve center” test, Vista Outdoor’s principal place of  
9 business is Utah. Thus, Vista Outdoor, Inc. is a citizen of both Delaware and Utah. 28  
10 U.S.C. §1332(c).

11 **CamelBak Products, LLC:** Defendant CamelBak Products, LLC is a limited  
12 liability company. (Larson Decl, ¶ 4.) The citizenship of a limited liability company is  
13 the state where any member of the limited liability company is a citizen. See *Johnson v.*  
14 *Columbia Properties Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006); *D.B. Zwirn*  
15 *Special Opportunities Fund, L.P. v. Mehrotra*, 661 F.3d 124, 125-26 (1st Cir. 2011);  
16 *Rolling Greens MHP, L.P. v. Comcast SCH Holdings, L.L.C.*, 374 F.3d 1020, 1021-22  
17 (11th Cir. 2004). Where the members of a limited liability company themselves are  
18 limited liability companies, citizenship is determined by examining the citizenship of  
19 each member LLC until a corporate or individual owner is reached. *Lindley Contours,*  
20 *LLC v. AABB Fitness Holdings, Inc.*, 414 Fed. App. 62, 64 (9th Cir. 2011).

21 Currently, and since the filing of the Complaint, CamelBak Products, LLC has had  
22 one member – CamelBak Acquisition Corp. (Larson Decl, ¶ 4.) CamelBak Acquisition  
23 Corp. is now, and ever since this action commenced, has been organized under the laws  
24 of the State of Delaware. (*Id.*) CamelBak Acquisition Corp.’s corporate headquarters  
25 and its executive offices are located in Petaluma, CA. (*Id.*) Thus, CamelBak Acquisition  
26 Corp. is a citizen of both Delaware and California. 28 U.S.C. §1332(c). As CamelBak  
27 Acquisition Corp. is a citizen of Delaware and California, CamelBak Products, LLC is a  
28 citizen of Delaware and California. 28 U.S.C. section 1332(c).



1 aggregate exceed the sum or value of \$5,000,000, the court should err in favor of  
2 exercising jurisdiction over the case . . . . Overall, new section 1332(d) is intended to  
3 expand substantially federal court jurisdiction over class actions. Its provision should be  
4 read broadly, with a strong preference that interstate class actions should be heard in a  
5 federal court if properly removed by any defendant.”).

6 The alleged amount in controversy in this class action, in the aggregate, exceeds  
7 \$5,000,000. The Complaint seeks relief on behalf of “[a]ll persons who worked for any  
8 Defendant in California as an hourly-paid, non-exempt employee at any time during the  
9 period beginning four years before the filing of the initial complaint in this action and  
10 ending when notice to the Class is sent.” (Ex. A, Compl. ¶ 24.) During the time period  
11 identified in the Complaint, Defendants employed at least 210 nonexempt employees in  
12 California. (Larson Decl, ¶ 7.) The average hourly rate of pay for these individuals is  
13 approximately \$21.67 per hour during the proposed class period. (Larson Decl, ¶ 6.)

14 Plaintiff alleges, among other claims, that “Defendants knowingly failed to pay to  
15 Plaintiff and the Class for all hours they worked.” (Compl. ¶ 33.) Plaintiff also alleges  
16 “Defendants failed to pay Plaintiff and the Class overtime compensation for the hours  
17 they have worked in excess of the maximum hours permissible by law as required by  
18 California Labor Code § 510 and 1198. Plaintiff and the Class are regularly required to  
19 work overtime hours.” (Compl. ¶ 45) Plaintiff further alleges that “Defendants regularly  
20 failed to provide Plaintiff and the Class with both meal periods as required by California  
21 law. By their failure to permit and authorize Plaintiff and the Class to take all meal  
22 periods as alleged above (or due to the fact that Defendants made it impossible or  
23 impracticable to take these uninterrupted meal periods), Defendants willfully violated the  
24 provisions of Section 226.7 of the California Labor Code and the applicable Wage  
25 Orders.” (Compl., ¶ 52.) Plaintiff claims that “Defendants failed to authorize Plaintiff  
26 and the Class to take rest breaks, regardless of whether employees worked more than 4  
27 hours in a workday. By their failure to permit and authorize Plaintiff and the Class to  
28 take rest periods as alleged above (or due to the fact that Defendants made it impossible

1 or impracticable to take these uninterrupted rest periods), Defendants willfully violated  
2 the provisions of Section 226.7 of the California Labor Code and the applicable Wage  
3 Orders” (Compl, ¶ 56.) Plaintiff further alleges that “during the relevant time period,  
4 Defendants failed, and continue to fail to pay terminated Class Members, without  
5 abatement, all wages required to be paid by California Labor Code sections 201 and 202  
6 either at the time of discharge, or within seventy-two (72) hours of their leaving  
7 Defendants’ employ.” (Compl, ¶ 60.) Plaintiff alleges that “Defendants have  
8 intentionally and willfully failed to provide employees with complete and accurate wage  
9 statements. The deficiencies include, among other things, the failure to correctly identify  
10 the gross wages earned by Plaintiff and the Class, the failure to list the true “total hours  
11 worked by the employee,” and the failure to list the true net wages earned.” (Compl, ¶  
12 67.) Plaintiff further alleges that “Defendants’ conduct, as alleged herein, has been, and  
13 continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, and to  
14 the general public.” (Compl, ¶75.)

15 Plaintiff seeks to recover on behalf of the alleged class unpaid wages and penalties  
16 for Defendants’ alleged failure to pay straight time and overtime, failure to pay premiums  
17 for missed rest breaks, failure to provide accurate and complete itemized wage  
18 statements, and unfair business practices, among others. (Compl, Prayer for Relief.)  
19 Plaintiff also seeks interest, injunctive relief, costs, and attorneys’ fees. (Compl, Prayer  
20 for Relief.)

21 As set forth below, the amount in controversy implicated by the class-wide  
22 allegations easily exceeds \$5,000,000. **All calculations supporting the amount in**  
23 **controversy are based on the Complaint’s allegations, assuming, without any**  
24 **admission, the truth of the facts alleged and assuming liability is established.** When  
25 the amount in controversy is not apparent from the face of the Complaint, a defendant  
26 may state underlying facts supporting its assertion that the amount in controversy exceeds  
27 the jurisdictional threshold. *Abrego*, 443 F.3d at 682-83.



1           **Unpaid Minimum Wages and Overtime.** During the statute of limitations period  
2 for the minimum wage and overtime wage claim, the approximately 210 putative class  
3 members worked approximately 27,182 workweeks. (Larson Decl, ¶ 7.) The average  
4 hourly rate of pay was approximately \$21.67, making the overtime rate of time and one  
5 half equal to \$32.51. (Larson Decl, ¶ 6.) Plaintiff provides only one example of having  
6 to work off-the-clock: when Plaintiff was required to go through a security check before  
7 leaving for the end of the day on each day that Plaintiff worked, which took  
8 approximately 5 minutes each time. (Compl, ¶ 16.) Assuming employees work an 8  
9 hour day, that is .42 hours of overtime per week. Thus, the amount in controversy for  
10 these claims would equal **\$371,095.34** [(27,182 workweeks x 0.42 hours per week x  
11 \$32.51 average overtime hourly wage)].

12           **Rounding.** Plaintiff also alleges that “Defendants also regularly used a system of  
13 time rounding in a manner that results, over a period of time, in failure to compensate  
14 Plaintiff and the Class properly for all the time they have actually worked.” (Compl, ¶  
15 17.) Plaintiff further alleges that “Defendants had a system of rounding to the nearest  
16 quarter hour...” (Compl, ¶ 17.) Assuming there is 15 minutes per day of unpaid overtime  
17 due to rounding (or 1.25 hours per week), the amount in controversy for these claims  
18 would equal **\$1,104,608.53** [(27,182 workweeks x 1.25 hours per week x \$32.51 average  
19 overtime hourly wage)].

20           **Failure to Pay Rest Break And Meal Period Premiums.** Plaintiff alleges that  
21 “Defendants regularly failed to provide Plaintiff and the Class with both meal periods as  
22 required by California law.” (Compl, ¶ 52.) Plaintiff similarly alleges that “Defendants  
23 failed to authorize Plaintiff and the Class to take rest breaks, regardless of whether  
24 employees worked more than 4 hours in a workday.” (Compl. ¶ 56.)

25           Assuming five missed meal periods per week, the total amount in controversy for  
26 the meal period claim would be **\$2,945,169.70** [(27,182 workweeks x 5 missed meal  
27 periods per week x \$21.67 average hourly wage)]. Similarly assuming five missed rest  
28

1 breaks per week, the total amount in controversy for this claim would be **\$2,945,169.70**  
2 [(27,182 workweeks x 5 missed rest breaks per week x \$21.67 average hourly wage)].

3 Thus, with the meal and rest period claims alone, as alleged by Plaintiff, the  
4 amount in controversy exceeds \$5,000,000.

### 5 **Waiting Time Penalties**

6 Plaintiff's also alleges that "Defendants failed, and continue to fail to pay  
7 terminated Class Members, without abatement, all wages required to be paid by  
8 California Labor Code sections 201 and 202 either at the time of discharge, or within  
9 seventy-two (72) hours of their leaving Defendants' employ." (Compl, ¶ 60.)" Labor  
10 Code section 203(a) provides that "If an employer willfully fails to pay, without  
11 abatement or reduction...any wages of an employee who is discharged or who quits, the  
12 wages of the employee shall continue as a penalty from the due date thereof at the same  
13 rate until paid or until an action therefor is commenced; but the wages shall not continue  
14 for more than 30 days."

15 During the three year period, there were 63 terminated employees. (Larson Decl, ¶  
16 8). Assuming the maximum penalty of the average hourly pay multiplied by eight hours  
17 per day for the full 30 days and the 63 terminated employees, the amount in controversy  
18 would be at least **\$327,650.40**.

### 19 **Wage Statement Penalties**

20 Plaintiff's also alleges that "Defendants have intentionally and willfully failed to  
21 provide employees with complete and accurate wage statements. The deficiencies  
22 include, among other things, the failure to correctly identify the gross wages earned by  
23 Plaintiff and the Class, the failure to list the true 'total hours worked by the employee,'  
24 and the failure to list the true net wages earned." (Compl, ¶ 67.) Labor Code section  
25 226(e)(1) provides that "[a]n employee suffering injury as a result of a knowing and  
26 intentional failure by an employer to comply with subdivision (a) is entitled to recover  
27 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a  
28 violation occurs and one hundred dollars (\$100) per employee for each violation in a

1 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars  
2 (\$4,000) . . . .”

3 During the one year period prior to the filing of Plaintiff’s complaint, Defendants  
4 employed approximately 171 nonexempt employees in California. (Larson Decl, ¶ 9.)  
5 These employees received approximately 4,143 wage statements. (*Id.*) That, in turn,  
6 results in a potential exposure of **\$405,750** (171 pay periods x \$50 for initial penalty +  
7 3,972 pay periods x \$100).

8 **Attorneys’ Fees.** Plaintiff also seeks attorneys’ fees and costs. (Compl, Prayer for  
9 Relief.) A reasonable estimate of fees likely to be recovered may be used in calculating  
10 the amount in controversy. *Longmire v. HMS Host USA, Inc.*, 2012 WL 5928485, at \*9  
11 (S.D. Cal. Nov. 26, 2012) (“[C]ourts may take into account reasonable estimates of  
12 attorneys’ fees likely to be incurred when analyzing disputes over the amount in  
13 controversy under CAFA.”) (*citing Brady v. Mercedes-Benz USA, Inc.*, 243 F. Supp. 2d  
14 1004, 1010-11 (N.D. Cal. 2002)); *Muniz v. Pilot Travel Centers LLC*, 2007 U.S. Dist.  
15 LEXIS 31515, at \*15 (E.D. Cal. Apr. 30, 2007) (attorneys’ fees appropriately included in  
16 determining amount in controversy).

17 In the class action context, courts have found that 25 percent of the aggregate  
18 amount in controversy is a benchmark for attorneys’ fees award under the “percentage of  
19 fund” calculation and courts may depart from this benchmark when warranted. *See*  
20 *Campbell v. Vitran Exp., Inc.*, 471 F. App’x 646, 649 (9th Cir. 2012) (attorneys’ fees are  
21 appropriately included in determining amount in controversy under CAFA); *Powers v.*  
22 *Eichen*, 229 F.3d 1249, 1256-1257 (9th Cir. 2000); *Wren v. RGIS Inventory Specialists*,  
23 2011 U.S. Dist. LEXIS 38667 at \*78-84 (N.D. Cal. Apr. 1, 2011) (finding ample support  
24 for adjusting the 25% presumptive benchmark upward and found that plaintiff’s request  
25 for attorneys’ fees in the amount of 42% of the total settlement payment was appropriate  
26 and reasonable in the case); *Cicero v. DirecTV, Inc.*, 2010 U.S. Dist. LEXIS 86920 at  
27 \*16-18 (C.D. Cal. July 27, 2010) (finding attorneys’ fees in the amount of 30% of the  
28 total gross settlement amount to be reasonable); *see also In re Quintas Securities*

1 *Litigation*, 148 F. Supp. 2d 967, 973 (N.D. Cal. 2001) (noting that in the class action  
2 settlement context the benchmark for setting attorneys' fees is 25 percent of the common  
3 fund).

4 Accordingly, Plaintiff's claims exceed the amount in controversy required under  
5 CAFA—the amount in controversy far exceeds the \$5,000,000 threshold set forth under  
6 28 U.S.C. § 1332(d)(2) for removal jurisdiction.

7 Because diversity of citizenship exists, and the amount in controversy exceeds  
8 \$5,000,000, this Court has original jurisdiction of this action pursuant to 28 U.S.C.  
9 section 1332(d)(2). This action is therefore a proper one for removal to this Court  
10 pursuant to 28 U.S.C. section 1441(a).

11 To the extent that Plaintiff has alleged any other claims for relief in the Complaint  
12 over which this Court would not have original jurisdiction under 28 U.S.C. section  
13 1332(d), the Court has supplemental jurisdiction over any such claims pursuant to 28  
14 U.S.C. section 1367(a).

### 15 **VENUE AND INTRADISTRICT ASSIGNMENT**

16 Venue lies in the United States District Court for the Central District of California  
17 pursuant to 28 U.S.C. sections 1441, 1446(a) and 84(a). This action originally was  
18 brought in the Superior Court of the State of California, County of Los Angeles. As  
19 discussed above, Plaintiff is a resident of California residing in Los Angeles County. The  
20 County of Los Angeles is located within the jurisdiction of the United States District  
21 Court, Central District of California.

### 22 **NOTICE OF REMOVAL**

23 A true and correct copy of this Notice of Removal will be promptly served on  
24 Plaintiff and filed with the Clerk of the Superior Court of the State of California, County  
25 of Los Angeles.

26 WHEREFORE, Defendants pray that the above action now pending before the  
27 Superior Court of the State of California for the County of Los Angeles be removed to  
28 the United States District Court for the Central District of California.

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DATED: October 12, 2018

SEYFARTH SHAW LLP

By: /s/ Christopher Im

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Brian Long  
Christopher Im  
Attorneys for Defendants  
CAMELBAK PRODUCTS, LLC  
and VISTA OUTDOOR, INC.

# **EXHIBIT A**

9-14-18 8:55

SUM-100

### SUMMONS (CITACION JUDICIAL)

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

CAMELBAK PRODUCTS, LLC, a Delaware corporation; VISTA OUTDOOR, INC., a Delaware corporation; and DOES 1 through 10,

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

ALICIA MOSQUEDA-ZAVALA, individually, and on behalf of all others similarly situated,

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

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

SEP 13 2018

Sherri R. Carter, Executive Officer/Clerk of Court  
By: Brittany Smith, 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](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

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

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

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le 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.

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

CASE NUMBER  
(Número del Caso): **BC 721315**

The name and address of the court is:  
(El nombre y dirección de la corte es): Superior Court of Los Angeles  
111 N. Hill Street  
Los Angeles, California 90012

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):  
Kane Moon, MOON & YANG, APC 1055 W. Seventh St., Ste. 1880 Los Angeles, CA 90017 (213) 232-3128

DATE: SEP 13 2018 (Fecha) SHERRI R. CARTER Clerk, by (Secretario) Brittany Smith Deputy (Adjunta)

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



#### NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify): CAMELBAK Products, LLC, a Delaware corporation.
  - under:  CCP 416.10 (corporation)  CCP 416.60 (minor)
  - CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)
  - CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)
  - other (specify):
- by personal delivery on (date):

9-14-18 8:49pm  
SUM-100

### SUMMONS (CITACION JUDICIAL)

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

CAMELBAK PRODUCTS, LLC, a Delaware corporation; VISTA  
OUTDOOR, INC., a Delaware corporation; and DOES 1 through 10,

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

ALICIA MOSQUEDA-ZAVALA, individually, and on behalf of all  
others similarly situated,

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

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

SEP 13 2018

Shari R. Carter, Executive Officer/Clerk of Court  
By: Brittany Smith, 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](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

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

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

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

BC 721315

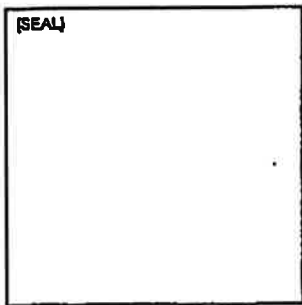
The name and address of the court is:  
(El nombre y dirección de la corte es): Superior Court of Los Angeles  
111 N. Hill Street  
Los Angeles, California 90012

CASE NUMBER  
(Número del Caso):

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):  
Kane Moon, MOON & YANG, APC 1055 W. Seventh St., Ste. 1880 Los Angeles, CA 90017 (213) 232-3128

DATE: SEP 13 2018 SHERRI R. CARTER Clerk, by Deputy  
(Fecha) (Secretario) Brittany Smith (Adjunto)

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



#### NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify): **Vista Outdoor, Inc., a Delaware**
- on behalf of (specify): **Corporation**  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date):





**Service of Process  
Transmittal**

09/14/2018  
CT Log Number 534058804

**TO:** Nikki Rockstroh  
Vista Outdoor Operations LLC  
1 Vista Way  
Anoka, MN 55303

**RE: Process Served in California**

**FOR:** Camelbak Products, LLC (Domestic State: DE)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** ALICIA MOSQUEDA-ZAVALA, individually and on behalf of all others similarly situated, Pltf. vs. CAMELBAK PRODUCTS LLC, a Delaware corporation. and VISTA OUTDOOR, INC., a Delaware corporation., Dfts.

**DOCUMENT(S) SERVED:** Summons, Complaint, Notice, Order, Letter, Attachment(s)

**COURT/AGENCY:** Los Angeles County - Superior Court, CA  
Case # BC721315

**NATURE OF ACTION:** Employee Litigation - Wrongful Termination - Class action Failure to Pay Minimum and Straight Time Wages

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Los Angeles, CA

**DATE AND HOUR OF SERVICE:** By Process Server on 09/14/2018 at 15:57

**JURISDICTION SERVED :** California

**APPEARANCE OR ANSWER DUE:** Within 30 calendar days after this summons and legal papers are sewed on you(Document(s) may contain additional answer dates)

**ATTORNEY(S) / SENDER(S):** Kane Moon  
MOON & YANG, APC  
1055 W. Seventh St., Suite 1880  
Los Angeles, CA 90017  
(213) 232-3128

**ACTION ITEMS:** CT has retained the current log, Retain Date: 09/14/2018, Expected Purge Date: 09/19/2018  
  
Image SOP  
  
Email Notification, Amanda Gray Amanda.Gray@VistaOutdoor.com  
  
Email Notification, Nikki Rockstroh nikki.rockstroh@vistaoutdoor.com

**SIGNED:** C T Corporation System  
**ADDRESS:** 818 West Seventh Street  
Los Angeles, CA 90017  
**TELEPHONE:** 213-337-4615

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.



**Service of Process  
Transmittal**

09/14/2018  
CT Log Number 534058914

**TO:** Nikki Rockstroh  
Vista Outdoor Operations LLC  
1 Vista Way  
Anoka, MN 55303

**RE: Process Served in California**

**FOR:** Vista Outdoor Inc. (Domestic State: DE)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** ALICIA MOSQUEDA-ZAVALA, individually, and on behalf of all others similarly situated, Pltf. vs. CAMELBAK PRODUCTS, LLC, a Delaware corporation, et al., Dfts. // To: VISTA OUTDOOR, INC.

**DOCUMENT(S) SERVED:** Summons, Complaint, Cover sheet(s), Attachment(s)

**COURT/AGENCY:** Los Angeles County - Superior Court, CA  
Case # BC721315

**NATURE OF ACTION:** Employee Litigation - CLASS ACTION

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Los Angeles, CA

**DATE AND HOUR OF SERVICE:** By Process Server on 09/14/2018 at 15:57

**JURISDICTION SERVED :** California

**APPEARANCE OR ANSWER DUE:** You have 30 CALENDAR DAYS after this summons and legal papers are served on you

**ATTORNEY(S) / SENDER(S):** Kane Moon  
MOON & YANG APC  
1055 W. Seventh St., Suite 1880  
Los Angeles, CA 90017  
213-232-3128

**ACTION ITEMS:** CT has retained the current log, Retain Date: 09/14/2018, Expected Purge Date: 09/19/2018  
  
Image SOP  
  
Email Notification, Amanda Gray Amanda.Gray@VistaOutdoor.com  
  
Email Notification, Nikki Rockstroh nikki.rockstroh@vistaoutdoor.com

**SIGNED:** C T Corporation System  
**ADDRESS:** 818 West Seventh Street  
Los Angeles, CA 90017  
**TELEPHONE:** 213-337-4615

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

SEP 13 2018

Sheri R. Carter, Executive Officer/Clerk of Court

By: Brittany Smith, Deputy

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7 Attorneys for Plaintiff Alicia Mosqueda-  
Zavala

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF LOS ANGELES

11 ALICIA MOSQUEDA-ZAVALA, individually,  
12 and on behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15  
16 CAMELBAK PRODUCTS, LLC, a Delaware  
corporation; VISTA OUTDOOR, INC., a  
17 Delaware corporation; and DOES 1 through 10,  
18 inclusive,

19 Defendants

Case No. **BC 72 1315**

**CLASS ACTION COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
6. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and
7. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].

**DEMAND FOR JURY TRIAL**

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1 Plaintiff Alicia Mosqueda-Zavala ("Plaintiff"), based upon facts that either have  
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for  
3 further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Camelbak Products, LLC, Vista  
6 Outdoor, Inc., and Does 1 through 10 (Camelbak Products, LLC, Vista Outdoor, Inc., and Does 1  
7 through 10 are collectively referred to as "Defendants") for California Labor Code violations and  
8 unfair business practices stemming from Defendants' failure to pay minimum and straight time  
9 wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and  
10 permit rest periods, failure to maintain accurate records of hours worked and meal periods,  
11 failure to timely pay all wages to terminated employees, and failure to furnish accurate wage  
12 statements.

13 2. Plaintiff brings the First through Seventh Causes of Action individually and as a  
14 class action on behalf of herself and certain current and former employees of Defendants  
15 (hereinafter collectively referred to as the "Class" or "Class Members" and defined more fully  
16 below). The Class consists of Plaintiff and all other persons who have been employed by any  
17 Defendant in California as an hourly-paid, non-exempt employee during the statute of limitations  
18 period applicable to the claims pleaded here.

19 3. Defendants own/owned and operate/operated an industry, business, and  
20 establishment within the State of California, including Los Angeles County. As such, and based  
21 upon all the facts and circumstances incident to Defendants' business in California, Defendants  
22 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare  
23 Commission ("IWC"), and the California Business & Professions Code.

24 4. Despite these requirements, throughout the statutory period Defendants  
25 maintained a systematic, company-wide policy and practice of:

- 26 (a) Failing to pay employees for all hours worked, including all minimum  
27 wages, straight time wages, and overtime wages in compliance with the  
28 California Labor Code and IWC Wage Orders;

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- (b) Failing to maintain accurate records of the hours employees worked;
- (c) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- (d) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- (e) Willfully failing to pay employees all minimum wages, straight time wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates; and
- (f) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

5. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

6. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

**THE PARTIES**

**A. Plaintiff**

7. Plaintiff is a California resident that worked for Defendants in California as a picking and packing employee from approximately 1999 to January 24, 2018.

8. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

**B. Defendants**

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendants Camelbak Products, LLC is:

- (a) A business entity conducting business in numerous counties throughout the State of California, including in Los Angeles County; and,
- (b) The former employer of Plaintiff, and the current and/or former employer of the putative Class. Defendant Camelbak Products, LLC suffered and permitted Plaintiff and the Class to work, and/or controlled their wages, hours, or working conditions.

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Vista Outdoor, Inc. is:

- (a) A foreign corporation that has not designated a principal business office in California according to its latest Statement of Information (Foreign Corporation) on file with the California Secretary of State;
- (b) Maintains branches, facilities, and offices from which it transacts business in a variety of locations in Los Angeles County (including at 1250 E 223rd Building 1, Suite 116, Carson, CA 90745), and Defendant Vista Outdoor, Inc. is otherwise within this Court's jurisdiction for purposes of service of process; and
- (c) The former employer of Plaintiff, and the current and/or former employer of the putative Class. Defendant Vista Outdoor, Inc. suffered and

1 permitted Plaintiff and the Class to work, and/or controlled their wages,  
2 hours, or working conditions.

3 11. Plaintiff does not know the true names or capacities of the persons or entities sued  
4 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names.  
5 Each of the Doe Defendants was in some manner legally responsible for the damages suffered by  
6 Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true  
7 names and capacities of these Defendants when they have been ascertained, together with  
8 appropriate charging allegations, as may be necessary.

9 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and  
10 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,  
11 and/or injured a significant number of the Plaintiff and the Class in the State of California.

12 13. Plaintiff is informed and believes and thereon alleges that at all relevant times  
13 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and  
14 the other employees described in the class definitions below, and exercised control over their  
15 wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges  
16 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,  
17 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest  
18 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some  
19 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to  
20 some or all of the other Defendants so as to be liable for their conduct with respect to the matters  
21 alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted  
22 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or  
23 should have known about, and authorized, ratified, adopted, approved, controlled, aided and  
24 abetted the conduct of all other Defendants.

25 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

26 14. Plaintiff Alicia Mosqueda-Zavala worked for Defendants in California as a  
27 picking and packing employee from approximately 1999 to January 24, 2018. During Plaintiff's  
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1 December 10, 2017, Defendants had a system of rounding to the nearest quarter hour, meaning  
2 when Plaintiff clocked in for work at around 7:55 a.m., as was her habit, Defendants only paid  
3 her for work performed starting at 8:00 a.m., five minutes less than Plaintiff's actual work time.

4 18. Throughout the statutory period, Defendants have wrongfully failed to provide  
5 Plaintiff and the Class with timely and duty-free meal periods. Defendants regularly, but not  
6 always, required Plaintiff and the Class to work in excess of five consecutive hours a day without  
7 providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours  
8 of work, or without compensating Plaintiff and the Class for meal periods that were not provided  
9 by the end of the fifth hour of work or tenth hour of work. For example, throughout her  
10 employment, including from December 2017 to January 2018, Defendants required Plaintiff to  
11 work over six consecutive hours in a day without Defendants providing her a 30-minute,  
12 continuous and uninterrupted, duty-free meal period at least once or twice a month. During these  
13 instances, Plaintiff could not take a meal break because her supervisor, Norma Gonzalez, told  
14 Plaintiff to return to work. Defendants also did not adequately inform Plaintiff and the Class of  
15 their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10  
16 hours, by the end of the tenth hour of work. Moreover, Defendants did not have adequate written  
17 policies or practices providing meal periods for Plaintiff and the Class, nor did Defendants have  
18 adequate policies or practices regarding the timing of meal periods. Defendants also did not have  
19 adequate policies or practices to verify whether Plaintiff and the Class were taking their required  
20 duty-free meal periods. Accordingly, Defendants' policy and practice was to not provide duty-  
21 free meal periods to Plaintiff and the Class in compliance with California law.

22 19. Throughout the statutory period, Defendants have wrongfully failed to authorize  
23 and permit Plaintiff and the Class to take timely and duty-free rest periods. Defendants  
24 regularly, but not always, required Plaintiff and the Class to work in excess of four consecutive  
25 hours a day without Defendants authorizing and permitting them to take a 10-minute, continuous  
26 and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or  
27 without compensating Plaintiff and the Class for rest periods that were not authorized or  
28 permitted. For example, throughout her employment, including from December 2017 to January

1 2018, Defendants required Plaintiff to work over four consecutive hours in a day without  
2 Defendants authorizing and permitting her to take a 10-minute, continuous and uninterrupted,  
3 duty-free rest period at least once or twice a month. During these instances, Plaintiff could not  
4 take a rest break because her supervisor, Norma Gonzalez, told Plaintiff to return to work.  
5 Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest  
6 periods for Plaintiff and the Class, nor did Defendants have adequate policies or practices  
7 regarding the timing of rest periods. Defendants also did not have adequate policies or practices  
8 to verify whether Plaintiff and the Class were taking their required rest periods, nor did  
9 Defendants adequately inform Plaintiff and the Class of their right to take a rest period. Further,  
10 Defendants did not maintain accurate records of employee work periods, and therefore  
11 Defendants cannot demonstrate that Plaintiff and the Class took duty-free rest periods during the  
12 middle of each work period. Accordingly, Defendants' policy and practice was to not authorize  
13 and permit Plaintiff and the Class to take duty-free rest periods in compliance with California  
14 law.

15 20. Throughout the statutory period, Defendants willfully failed and refused to timely  
16 pay Plaintiff and the Class at the conclusion of their employment all wages for all minimum  
17 wages, straight time wages, overtime wages, meal period premium wages, and rest period  
18 premium wages.

19 21. Throughout the statutory period, Defendants failed to furnish Plaintiff and the  
20 Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross  
21 and net wages earned (including correct hours worked, correct wages earned for hours worked,  
22 correct overtime hours worked, correct wages for meal periods that were not provided in  
23 accordance with California law, and correct wages for rest periods that were not authorized and  
24 permitted to take in accordance with California law). As a result of these violations of California  
25 Labor Code § 226(a), Plaintiff and the Class suffered injury because, among other things:

- 26 (a) the violations led them to believe that they were not entitled to be paid  
27 minimum wages, overtime wages, meal period premium wages, and rest  
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period premium wages to which they were entitled, even though they were entitled;

(b) the violations led them to believe that they had been paid the minimum, overtime, meal period premium, and rest period premium wages to which they were entitled, even though they had not been;

(c) the violations led them to believe they were not entitled to be paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were;

(d) the violations led them to believe they had been paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;

(e) the violations hindered them from determining the amounts of minimum, overtime, meal period premium, and rest period premium owed to them;

(f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code § 226(e).

**CLASS ACTION ALLEGATIONS**

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2       22. Plaintiff brings certain claims individually, as well as on behalf of each and all  
3 other persons similarly situated, and thus, seeks class certification under California Code of Civil  
4 Procedure § 382.

5       23. All claims alleged herein arise under California law for which Plaintiff seeks relief  
6 authorized by California law.

7       24. The proposed Class consists of and is defined as:

8       All persons who worked for any Defendant in California as an hourly-paid, non-  
9 exempt employee at any time during the period beginning four years before the  
10 filing of the initial complaint in this action and ending when notice to the Class  
is sent.

11       25. At all material times, Plaintiff was members of the Class.

12       26. Plaintiff undertakes this concerted activity to improve the wages and working  
13 conditions of all Class Members.

14       27. There is a well-defined community of interest in the litigation and the Class is  
15 readily ascertainable:

16       (a) **Numerosity**: The members of the Class (and each subclass, if any) are so  
17 numerous that joinder of all members would be unfeasible and impractical.  
18 The membership of the entire Class is unknown to Plaintiff at this time,  
19 however, the Class is estimated to be greater than 100 individuals and the  
20 identity of such membership is readily ascertainable by inspection of  
21 Defendants' records.

22       (b) **Typicality**: Plaintiff is qualified to, and will, fairly and adequately protect  
23 the interests of each Class Member with whom there is a shared, well-  
24 defined community of interest, and Plaintiff's claims (or defenses, if any)  
25 are typical of all Class Members' claims as demonstrated herein.

26       (c) **Adequacy**: Plaintiff is qualified to, and will, fairly and adequately protect  
27 the interests of each Class Member with whom there is a shared, well-  
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defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is

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protected.

28. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum wages, straight time wages, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;
- (e) Failed to provide Class Members with accurate wages statements;
- (f) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed; and
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

29. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;

1 (e) There is a community of interest in obtaining appropriate legal and  
2 equitable relief for the statutory violations, and in obtaining adequate  
3 compensation for the damages and injuries for which Defendants are  
4 responsible in an amount sufficient to adequately compensate the members  
5 of the Class for the injuries sustained;

6 (f) Without class certification, the prosecution of separate actions by  
7 individual members of the class would create a risk of:

8 1) Inconsistent or varying adjudications with respect to individual  
9 members of the Class which would establish incompatible standards  
10 of conduct for Defendants; and/or

11 2) Adjudications with respect to the individual members which would,  
12 as a practical matter, be dispositive of the interests of other  
13 members not parties to the adjudications, or would substantially  
14 impair or impede their ability to protect their interests, including but  
15 not limited to the potential for exhausting the funds available from  
16 those parties who are, or may be, responsible Defendants; and,

17 (g) Defendants have acted or refused to act on grounds generally applicable to  
18 the Class, thereby making final injunctive relief appropriate with respect to  
19 the class as a whole.

20 30. Plaintiff contemplates the eventual issuance of notice to the proposed members of  
21 the Class that would set forth the subject and nature of the instant action. The Defendants' own  
22 business records may be utilized for assistance in the preparation and issuance of the  
23 contemplated notices. To the extent that any further notices may be required, Plaintiff would  
24 contemplate the use of additional techniques and forms commonly used in class actions, such as  
25 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by  
26 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

27 **FIRST CAUSE OF ACTION**

28 **(Against all Defendants for Failure to Pay Minimum and Straight Time Wages for All**

**Hours Worked)**

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31. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

32. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

33. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Section 1194 of the California Labor Code, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

34. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

35. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

36. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional minimum of this Court, and which will be ascertained according to proof at trial.

37. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

38. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

39. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable



1 to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates  
2 required by law, including minimum and straight time wages. However, during all such times,  
3 Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due,  
4 and failed to pay those wages twice a month.

5 40. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum  
6 and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California  
7 Labor Code §§ 218.5, 218.6, and 1194(a).

8 **SECOND CAUSE OF ACTION**

9 **(Against all Defendants for Failure to Pay Overtime Wages)**

10 41. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
11 paragraphs 1 through 21 in this Complaint.

12 42. California Labor Code § 510 provides that employees in California shall not be  
13 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless  
14 they receive additional compensation beyond their regular wages in amounts specified by law.

15 43. California Labor Code §§ 1194 and 1198 provide that employees in California  
16 shall not be employed more than eight hours in any workday unless they receive additional  
17 compensation beyond their regular wages in amounts specified by law. Additionally, California  
18 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed  
19 by the Industrial Welfare Commission is unlawful.

20 44. At all times relevant hereto, Plaintiff and the Class have worked more than eight  
21 hours in a workday, as employees of Defendants.

22 45. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class  
23 overtime compensation for the hours they have worked in excess of the maximum hours  
24 permissible by law as required by California Labor Code § 510 and 1198. Plaintiff and the Class  
25 are regularly required to work overtime hours.

26 46. By virtue of Defendants' unlawful failure to pay additional premium rate  
27 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the  
28 Class have suffered, and will continue to suffer, damages in amounts which are presently

1 unknown to them but which exceed the jurisdictional minimum of this Court and which will be  
2 ascertained according to proof at trial.

3 47. By failing to keep adequate time records required by Labor Code § 1174(d),  
4 Defendants have made it difficult to calculate the full extent of overtime compensation due to  
5 Plaintiff and the Class.

6 48. Plaintiff and the Class also request recovery of overtime compensation according  
7 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well  
8 as the assessment of any statutory penalties against Defendants, in a sum as provided by the  
9 California Labor Code and/or other statutes.

10 49. California Labor Code § 204 requires employers to provide employees with all  
11 wages due and payable twice a month. The Wage Orders also provide that every employer shall  
12 pay to each employee, on the established payday for the period involved, overtime wages for all  
13 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class  
14 with all compensation due, in violation of California Labor Code § 204.

15 **THIRD CAUSE OF ACTION**

16 **(Against All Defendants for Failure to Provide Meal Periods)**

17 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
18 paragraphs 1 through 21 in this Complaint.

19 51. Under California law, Defendants have an affirmative obligation to relieve the  
20 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the  
21 start of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal  
22 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the  
23 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer  
24 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a  
25 violation of Section 226.7 of the California Labor Code for an employer to require any employee  
26 to work during any meal period mandated under any Wage Order.

27 52. Despite these legal requirements, Defendants regularly failed to provide Plaintiff  
28 and the Class with both meal periods as required by California law. By their failure to permit

1 and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact  
2 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),  
3 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and  
4 the applicable Wage Orders.

5 53. Under California law, Plaintiff and the Class are entitled to be paid one hour of  
6 additional wages for each workday he or she was not provided with all required meal period(s),  
7 plus interest thereon.

8 **FOURTH CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

10 54. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
11 paragraphs 1 through 21 in this Complaint.

12 55. Defendants are required by California law to authorize and permit breaks of 10  
13 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than  
14 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that  
15 the employer permit and authorize all employees to take paid rest periods of 10 minutes each for  
16 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten  
17 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so  
18 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of  
19 the California Labor Code for an employer to require any employee to work during any rest  
20 period mandated under any Wage Order.

21 56. Despite these legal requirements, Defendants failed to authorize Plaintiff and the  
22 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a  
23 workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as  
24 alleged above (or due to the fact that Defendants made it impossible or impracticable to take  
25 these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of  
26 the California Labor Code and the applicable Wage Orders.







1 Code §§ 17200, *et seq.*

2 77. A violation of California Business & Professions Code §§ 17200, *et seq.* may be  
3 predicated on the violation of any state or federal law. All of the acts described herein as  
4 violations of, among other things, the California Labor Code, are unlawful and in violation of  
5 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,  
6 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of  
7 California Business & Professions Code §§ 17200, *et seq.*

8 **Failure to Pay Minimum and Straight Time Wages**

9 78. Defendants' failure to pay minimum wages, straight time wages, and other  
10 benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity  
11 prohibited by California Business & Professions Code §§ 17200, *et seq.*

12 **Failure to Pay Overtime Wages**

13 79. Defendants' failure to pay overtime compensation and other benefits in violation  
14 of California Labor Code §§ 510, 1194, and 1198, constitutes unlawful and/or unfair activity  
15 prohibited by California Business & Professions Code §§ 17200, *et seq.*

16 **Failure to Maintain Accurate Records of All Hours Worked**

17 80. Defendants' failure to maintain accurate records of all hours worked in accordance  
18 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or  
19 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

20 **Failure to Provide Meal Periods**

21 81. Defendants' failure to provide meal periods in accordance with California Labor  
22 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or  
23 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

24 **Failure to Maintain Accurate Records of Meal Periods**

25 82. Defendants' failure to maintain accurate records of employee meal periods in  
26 accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above,  
27 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code  
28 §§ 17200, *et seq.*

**Failure to Authorize and Permit Rest Periods**

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2       83. Defendants' failure to authorize and permit rest periods in accordance with  
3 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful  
4 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

**Failure to Provide Accurate Itemized Wage Statements**

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6       84. Defendants' failure to provide accurate itemized wage statements in accordance  
7 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity  
8 prohibited by California Business & Professions Code §§ 17200, *et seq.*

9       85. By and through their unfair, unlawful and/or fraudulent business practices  
10 described herein, the Defendants, have obtained valuable property, money and services from  
11 Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly  
12 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

13       86. Plaintiff and the Class Members suffered monetary injury as a direct result of  
14 Defendants' wrongful conduct.

15       87. Plaintiff, individually, and on behalf of members of the putative Class, are entitled  
16 to, and do, seek such relief as may be necessary to disgorge money and/or property which the  
17 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by  
18 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and  
19 the Class are not obligated to establish individual knowledge of the wrongful practices of  
20 Defendants in order to recover restitution.

21       88. Plaintiff, individually, and on behalf of members of the putative class, are further  
22 entitled to and do seek a declaration that the above described business practices are unfair,  
23 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,  
24 from engaging in any of the above-described unfair, unlawful and/or fraudulent business  
25 practices in the future.

26       89. Plaintiff, individually, and on behalf of members of the putative class, have no  
27 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members  
28 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business



1 practices. As a result of the unfair, unlawful and/or fraudulent business practices described  
2 above, Plaintiff, individually, and on behalf of members of the putative Class, suffered and will  
3 continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from  
4 continuing to engage in said unfair, unlawful and/or fraudulent business practices.

5 90. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth  
6 herein above, they will continue to avoid paying the appropriate taxes, insurance and other  
7 withholdings.

8 91. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff  
9 and putative Class Members are entitled to restitution of the wages withheld and retained by  
10 Defendants during a period that commences four years prior to the filing of this complaint; a  
11 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and  
12 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §  
13 1021.5 and other applicable laws; and an award of costs.

14 **PRAYER FOR RELIEF**

15 Plaintiff, individually, and on behalf of all others similarly situated only with respect to  
16 the class claims, pray for relief and judgment against Defendants, jointly and severally, as  
17 follows:

18 **Class Certification**

- 19 1. That this action be certified as a class action with respect to the First, Second,  
20 Third, Fourth, Fifth, Sixth, and Seventh Causes of Action;
- 21 2. That Plaintiff be appointed as the representatives of the Class; and
- 22 3. That counsel for Plaintiff be appointed as Class Counsel.

23 **As to the First Cause of Action**

- 24 4. That the Court declare, adjudge and decree that Defendants violated California  
25 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all  
26 minimum and straight time wages due;
- 27 5. For general unpaid wages and such general and special damages as may be  
28 appropriate;





As to the Seventh Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to maintain accurate records of all hours worked and meal periods, and failing to furnish accurate wage statements;

36. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

37. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

38. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

39. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

40. For such other and further relief as the Court may deem equitable and appropriate.

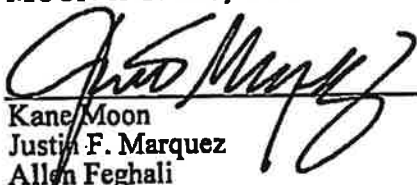
As to all Causes of Action

41. For any additional relief that the Court deems just and proper.

Dated: August 23, 2018

Respectfully submitted,

MOON & YANG, APC

By:   
Kane Moon  
Justin F. Marquez  
Allen Feghali  
Attorneys for Plaintiff

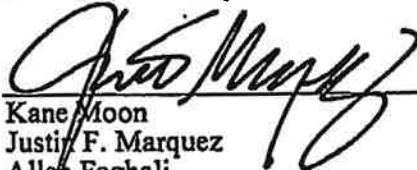
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**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: August 23, 2018

MOON & YANG, APC

By:   
Kane Moon  
Justin F. Marquez  
Allen Feghali  
Attorneys for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Kane Moon (State Bar No. 249834) Justin F. Marquez (State Bar No. 262417) - <b>MOON &amp; YANG, APC.</b> 1055 W. Seventh Street, Suite 1880 Los Angeles, California 90017 TELEPHONE NO.: (213)232-3128 FAX NO.: (213)232-3125 ATTORNEY FOR (Name): <b>Plaintiff, Alicia Mosqueda-Zavala</b>	<b>FOR COURT USE ONLY</b>  <b>CONFORMED COPY</b> ORIGINAL FILED Superior Court of California County of Los Angeles  <b>SEP 13 2018</b>  Sherri R. Carter, Executive Officer/Clerk of Court  By: Brittny Smith, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>Los Angeles</b> STREET ADDRESS: <b>111 N. Hill Street</b> MAILING ADDRESS: <b>111 N Hill Street</b> CITY AND ZIP CODE: <b>Los Angeles, CA 90017</b> BRANCH NAME: <b>Stanley Mosk</b>	CASE NUMBER: <b>BC 721915</b>  JUDGE:  DEPT:
CASE NAME: <b>Mosqueda-Zavala v. Camelbak Products, LLC, et al.</b>	CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> <b>Unlimited (Amount demanded exceeds \$25,000)</b> <input type="checkbox"/> <b>Limited (Amount demanded is \$25,000 or less)</b>
Complex Case Designation <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	Items 1-6 below must be completed (see instructions on page 2).

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

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

a. <input type="checkbox"/> Large number of separately represented parties b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence	d. <input checked="" type="checkbox"/> Large number of witnesses 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 f. <input checked="" type="checkbox"/> Substantial postjudgment judicial supervision
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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): (1) failure to pay minimum and straight time wages, etc.**

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: **August 23, 2018**  
 Justin F. Marquez

*Justin F. Marquez*  
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

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

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

## CASE TYPES AND EXAMPLES

## Auto Tort

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

## Other P/DP/DWD (Personal Injury/Property Damage/Wrongful Death) Tort

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

## Non-P/DP/DWD (Other) Tort

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

## Employment

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

## Contract

- Breach of Contract/Warranty (05)
  - Breach of Rental/Lease
  - Contract (not unlawful detainer or wrongful eviction)
- Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage (not provisionally complex) (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

## Real Property

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

## Unlawful Detainer

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

## Judicial Review

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

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

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
- Enforcement of Judgment
  - Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment (non-domestic relations)
  - Sister State Judgment
  - Administrative Agency Award (not unpaid taxes)
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

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

## Miscellaneous Civil Petition

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

SHORT TITLE: <b>Mosqueda-Zavala v. Camelbak Products, LLC, et al.</b>	CASE NUMBER: <b>BC 721315</b>
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**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

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

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

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

**Applicable Reasons for Choosing Court Filing Location (Column C)**

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

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
<b>Auto Tort</b>	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
<b>Other Personal Injury/ Property Damage/ Wrongful Death Tort</b>	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11	



SHORT TITLE: <b>Mosqueda-Zavala v. Camelbak Products, LLC, et al.</b>	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C-Applicable Reasons - See Step 3 Above
<b>Non-Personal Injury/ Property Damage/ Wrongful Death Tort</b>	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
<b>Employment</b>	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
<b>Contract</b>	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collectors (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2, 6
<b>Real Property</b>	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
<b>Unlawful Detainer</b>	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

<b>SHORT TITLE:</b> Mosqueda-Zavala v. Camelbak Products, LLC, et al.	<b>CASE NUMBER</b>
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	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
<b>Provisionally Complex Litigation</b>	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
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 8
		<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
<b>Miscellaneous Civil Complaints</b>	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8	
<b>Miscellaneous Civil Petitions</b>	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> A6100 Other Civil Petition	2, 9		

SHORT TITLE: <b>Mosqueda-Zavala v. Camelbak Products, LLC, et al.</b>	CASE NUMBER
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.	ADDRESS:			
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%; padding: 2px;">CITY:</td> <td style="width:30%; padding: 2px;">STATE:</td> <td style="width:40%; padding: 2px;">ZIP CODE:</td> </tr> </table>	CITY:	STATE:	ZIP CODE:	
CITY:	STATE:	ZIP CODE:		

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

Dated: August 23, 2018

  
 (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. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.



**INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

**APPLICATION**

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

**PRIORITY OVER OTHER RULES**

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

**CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

**TIME STANDARDS**

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

**COMPLAINTS**

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

**CROSS-COMPLAINTS**

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

**STATUS CONFERENCE**

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

**FINAL STATUS CONFERENCE**

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

**SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

**Class Actions**

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

**\*Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

### VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

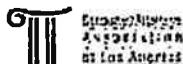


Superior Court of California  
County of Los Angeles



Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association  
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>			CASE NUMBER:

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
  - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
  - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
  - c. Exchange of names and contact information of witnesses;
  - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
  - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
  - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
  - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lacourt.org](http://www.lacourt.org) under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ for the complaint, and \_\_\_\_\_ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at [www.lacourt.org](http://www.lacourt.org) under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".  
(INSERT DATE) (INSERT DATE)
  3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	>	_____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	>	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	>	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	>	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	>	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	>	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	>	_____ (ATTORNEY FOR _____)



NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION – DISCOVERY RESOLUTION</b>			CASE NUMBER:

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
  - a. The party requesting the Informal Discovery Conference will:
    - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
    - ii. Include a brief summary of the dispute and specify the relief requested; and
    - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
  - b. Any Answer to a Request for Informal Discovery Conference must:
    - i. Also be filed on the approved form (copy attached);
    - ii. Include a brief summary of why the requested relief should be denied;

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- iii. Be filed within two (2) court days of receipt of the Request; and
  - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

**Date:**

\_\_\_\_\_  
(TYPE OR PRINT NAME)

➤

\_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

**Date:**

\_\_\_\_\_  
(TYPE OR PRINT NAME)

➤

\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

**Date:**

\_\_\_\_\_  
(TYPE OR PRINT NAME)

➤

\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

**Date:**

\_\_\_\_\_  
(TYPE OR PRINT NAME)

➤

\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

**Date:**

\_\_\_\_\_  
(TYPE OR PRINT NAME)

➤

\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

**Date:**

\_\_\_\_\_  
(TYPE OR PRINT NAME)

➤

\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

**Date:**

\_\_\_\_\_  
(TYPE OR PRINT NAME)

➤

\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	<i>Reserved for Clerk's File Stamp</i>
TELEPHONE NO.:	FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):		
ATTORNEY FOR (Name):		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:

- Request for Informal Discovery Conference
- Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>			CASE NUMBER:

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least \_\_\_\_\_ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
  - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
  - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
--------------	--------------

**The following parties stipulate:**

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

**THE COURT SO ORDERS.**

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

\_\_\_\_\_  
JUDICIAL OFFICER

# Superior Court of California County of Los Angeles



## ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

**The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.**

**There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).**

**In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to 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 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 remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

### **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 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**

In mediation, a neutral (the mediator) 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.

- **Mediation is particularly effective when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.**
- **Mediation may not be effective when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.**



- **Arbitration**

In arbitration, a neutral person called an “arbitrator” hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either “binding” or “non-binding.” Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator’s decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator’s decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

- **Mandatory Settlement Conference (MSC)**

**Settlement Conferences are appropriate in any case where settlement is an option. Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.**

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to [mscdept18@lacourt.org](mailto:mscdept18@lacourt.org).

## **Additional Information**

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

- Contact the California Department of Consumer Affairs ([www.dca.ca.gov](http://www.dca.ca.gov)) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for "mediators; or "arbitrators."

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at <http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

<http://css.lacounty.gov/programs/dispute-resolution-program-drp/>

**County of Los Angeles Dispute Resolution Program**  
3175 West 6th Street, Room 406  
Los Angeles, CA 90020-1798  
TEL: (213) 738-2621  
FAX: (213) 386-3995

# **EXHIBIT B**

**CONFORMED COPY  
ORIGINAL FILED**  
Superior Court of California  
County of Los Angeles

**OCT 11 2018**

Sherri R. Carter, Executive Officer/Clerk of Court

By: Steven Drew, Deputy

1 Brian P. Long (SBN 232746)  
2 bplong@seyfarth.com  
3 Christopher Im (SBN 312838)  
4 cim@seyfarth.com  
5 601 South Figueroa Street, Suite 3300  
6 Los Angeles, CA 90017  
7 Telephone: (213) 270-9600  
8 Facsimile: (213) 270-9601

9 Attorneys for Defendants  
10 CAMELBAK PRODUCTS, LLC  
11 and VISTA OUTDOOR, INC.

12  
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 COUNTY OF LOS ANGELES

15 ALICIA MOSQUEDA-ZAVALA, individually,  
16 and on behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 CAMELBAK PRODUCTS, LLC, a Delaware  
20 corporation; VISTA OUTDOOR, INC., a  
21 Delaware corporation; and DOES 1 through 10,  
22 inclusive,

23 Defendants.

Case No. BC721315

**DEFENDANTS' ANSWER TO  
PLAINTIFF'S COMPLAINT**

Complaint Filed: September 13, 2018

24  
25  
26  
27  
28  
DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT

1 Defendants Camelbak Products, LLC and Vista Outdoor, Inc. ("Defendants") hereby answer the  
2 unverified Complaint ("Complaint") filed by Alicia Mosqueda-Zavala ("Plaintiff"), purportedly acting  
3 on behalf of herself and others similarly situated, as follows:

4 **GENERAL DENIAL**

5 Pursuant to California Code of Civil Procedure Section 430.10(d) and (e), Defendants deny,  
6 generally and specifically, each and every allegation, and each purported cause of action contained in  
7 Plaintiff's Complaint. Defendants further deny, generally and specifically, that Plaintiff has been  
8 damaged in any amount, or at all, by reason of any alleged act or omission of Defendants. Defendants  
9 further deny, generally and specifically, that Plaintiff has suffered any damage or loss of wages,  
10 overtime, penalties, compensation, benefits or restitution, or is entitled to any other legal or equitable  
11 relief within the jurisdiction of this Court.

12 In further answer to the Complaint, and as separate and distinct affirmative or additional  
13 defenses, Defendants allege as follows:

14 **FIRST AFFIRMATIVE DEFENSE**

15 (Failure to State a Cause of Action Upon Which Relief Can Be Granted)

16 1. The Complaint, and each purported cause of action alleged therein, fails to state any  
17 cause of action upon which relief can be granted.

18 **SECOND AFFIRMATIVE DEFENSE**

19 (Waiver)

20 2. Plaintiff has waived her rights to assert the purported claims contained in the Complaint,  
21 and each purported cause of action therein, against Defendants. Plaintiff by her conduct and actions, has  
22 waived the right, if any, to assert the claims alleged in the Complaint.

23 **THIRD AFFIRMATIVE DEFENSE**

24 (Estoppel)

25 3. Plaintiff is barred by the doctrine of estoppel from pursuing her Complaint, and each  
26 purported cause of action alleged therein. Plaintiff, by her own conduct and actions, is estopped, as a  
27 matter of law, from pursuing the claims alleged in the Complaint.

**FOURTH AFFIRMATIVE DEFENSE**

(Release)

1  
2  
3 4. To the extent Plaintiff or any putative member of the purported class has executed or  
4 entered into a release encompassing claims alleged in the Complaint, those claims are barred by that  
5 release.

**FIFTH AFFIRMATIVE DEFENSE**

(Laches)

6  
7  
8 5. Plaintiff is barred by the doctrine of laches from pursuing her Complaint, and each  
9 purported cause of action alleged therein, because Plaintiff exercised inexcusable delay in commencing  
10 this action.

**SIXTH AFFIRMATIVE DEFENSE**

(Unclean Hands)

11  
12  
13 6. Plaintiff is precluded from maintaining the Complaint, and each purported cause of action  
14 alleged therein, because Plaintiff engaged in conduct showing unclean hands.

**SEVENTH AFFIRMATIVE DEFENSE**

(Statutes of Limitation)

15  
16  
17 7. Plaintiff's Complaint, and each purported cause of action alleged therein, is barred by the  
18 applicable statutes of limitation for each alleged cause of action, including but not limited to California  
19 Code of Civil Procedure sections 312, 337, 338(a), 340, and 343, and California Business and  
20 Professions Code Section 17208.

**EIGHTH AFFIRMATIVE DEFENSE**

(Good Faith Dispute)

21  
22  
23 8. Plaintiff is not entitled to any penalty because, at all times relevant and material herein,  
24 Defendants did not willfully fail to comply with any provisions of the California Labor Code or  
25 applicable Wage Orders, but rather acted in good faith and had reasonable grounds for believing that  
26 they did not violate the California Labor Code or the applicable Wage Order.

**NINTH AFFIRMATIVE DEFENSE**

(Failure To Follow Employer's Established Procedures)

9. Plaintiff and any individual that Plaintiff seeks to represent are not entitled to recover from any Defendant as alleged in the Complaint for any damages, interest, restitution, injunction, or other relief, due to their failure to comply with all directions of their employer concerning the service on which they were engaged, in violation of California Labor Code section 2856.

**TENTH AFFIRMATIVE DEFENSE**

(Action Unconstitutional)

10. Prosecuting a class action and certification of the alleged class as representative of the general public under California Business and Professions Code section 17200 is barred, under the facts and circumstances of this case, because provisions of section 17200 violate the provisions of the United States and California Constitutions, including but not limited to, the due process clauses of the Fifth and Fourteenth Amendments to the United States Constitution.

**ELEVENTH AFFIRMATIVE DEFENSE**

(Lack of Standing Under Business and Professions Code Section 17200)

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

**TWELFTH AFFIRMATIVE DEFENSE**

(Lack of Standing for Injunctive Relief)

12. Plaintiff is not entitled to the equitable relief sought insofar as she has an adequate remedy at law and/or cannot make the requisite showing to obtain injunctive relief in an employment dispute.

**THIRTEENTH AFFIRMATIVE DEFENSE**

(Offset)

1  
2  
3 13. To the extent a court holds that Plaintiff or any individual that Plaintiff seeks to represent  
4 are entitled to damages or penalties, which is specifically denied, Defendants are entitled to an offset for  
5 any overpayment of wages, forgiveness of debt, and/or other consideration previously provided to  
6 Plaintiff or any individual that Plaintiff seeks to represent. To the extent a court holds that Plaintiff or  
7 any individual that Plaintiff seeks to represent is entitled to damages or penalties, which is specifically  
8 denied, Defendants are entitled under the equitable doctrine of setoff and recoupment to offset all  
9 overpayments and/or all obligations that Plaintiff or any individual that Plaintiff seeks to represent owed  
10 to Defendant against any judgment that may be entered against Defendant.

**FOURTEENTH AFFIRMATIVE DEFENSE**

(Due Process/Excessive Fines)

11  
12  
13 14. Although Defendants deny that they have committed or have responsibility for any act  
14 that could support the recovery of civil penalties in this lawsuit, if and to the extent any such act or  
15 responsibility is found, recovery of civil penalties against Defendants is unconstitutional under  
16 numerous provisions of the United States Constitution and the California Constitution, including the  
17 excessive fines clause of the Eighth Amendment, the due process clauses of the Fifth Amendment and  
18 Section 1 of the Fourteenth Amendment, the self-incrimination clause of the Fifth Amendment, and  
19 other provisions of the United States Constitution, and the excessive fines clause of Section 17 of Article  
20 I, the due process clause of Section 7 of Article I, the self-incrimination clause of Section 15 of Article I,  
21 and other provisions of the California Constitution.

**FIFTEENTH AFFIRMATIVE DEFENSE**

(No Knowing and Intentional Violation of Labor Code)

22  
23  
24 15. Any alleged violation of the California Labor Code was not knowing and intentional and  
25 therefore Plaintiff's requested recovery is barred.





**PRAYER**

WHEREFORE, Defendants pray for judgment against Plaintiff as follows:

1. That Plaintiff take nothing by way of her Complaint;

2. That Defendants did not damage or harm Plaintiff, or any of the other members of the purported class, in any way;

3. That Plaintiff is not entitled to any wages, compensation, benefits, penalties, restitution, injunctive relief, declaratory relief, attorneys' fees, costs or any other legal or equitable remedy due to any act or omission of Defendants;

4. That Plaintiff is not an adequate representative to bring an action under the standards of the California Unfair Competition Law, California Business and Professions Code Section 17200, *et seq.*, California Code of Civil Procedure Section 382 and/or Rule 23 of the Federal Rules of Civil Procedure;

5. That the Complaint fails to allege facts sufficient to show that there is a predominance of common questions of law or fact among Plaintiff and/or any other person upon whose behalf Plaintiff purports to act;

6. That the Complaint be dismissed in its entirety with prejudice;

7. That judgment be entered in favor of Defendants and against Plaintiff on the entire Complaint and on all causes of action alleged therein;

8. That Defendants be awarded the costs of suit herein incurred as provided by statute; and

9. That Defendants be awarded such other and further relief as the Court may deem appropriate.

DATED: October 11, 2018

SEYFARTH SHAW LLP

By: 

Brian Long  
Christopher Im  
Attorneys for Defendants  
CAMELBAK PRODUCTS, LLC  
and VISTA OUTDOOR, INC.

PROOF OF SERVICE

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 601 South Figueroa Street, Suite 3300, Los Angeles, California 90017-5793. On October 11, 2018, I served the within document(s):

**DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT**

- I sent such document from facsimile machines (213) 270-9601 on October 10, 2018. I certify that said transmission was completed and that all pages were received and that a report was generated by said facsimile machine which confirms said transmission and receipt. I, thereafter, mailed a copy to the interested party(ies) in this action by placing a true copy thereof enclosed in sealed envelope(s) addressed to the parties listed below.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California, addressed as set forth below.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- by placing the document(s) listed above, together with an unsigned copy of this declaration, in a sealed envelope or package provided by an overnight delivery carrier with postage paid on account and deposited for collection with the overnight carrier at Los Angeles, California, addressed as set forth below.
- by transmitting the document(s) listed above, electronically, via the e-mail addresses set forth below.

Kane Moon *Attorneys for Plaintiff*  
 Justin F. Marquez *Alicia Mosqueda-Zavala*  
 Allen Feghali  
 MOON & YANG, APC  
 1055 W. Seventh Street, Suite 1880  
 Los Angeles, CA 90017

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

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

Executed on October 11, 2018, at Los Angeles, California.

Kassandra Cutler

1 SEYFARTH SHAW LLP  
Brian Long (SBN 232746)  
2 bplong@seyfarth.com  
Christopher Im (SBN 312838)  
3 cim@seyfarth.com  
601 South Figueroa Street, Suite 3300  
4 Los Angeles, California 90017-5793  
Telephone: (213) 270-9600  
5 Facsimile: (213) 270-9601

6 Attorneys for Defendants  
CAMELBAK PRODUCTS, LLC  
7 and VISTA OUTDOOR, INC.

8  
9  
10 UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

11  
12 ALICIA MOSQUEDA-ZAVALA,  
13 individually, and on behalf of all others  
similarly situated,

14 Plaintiff,

15 v.

16 CAMELBAK PRODUCTS, LLC, a  
17 Delaware corporation; VISTA OUTDOOR,  
INC., a Delaware corporation; and DOES 1  
18 through 10, inclusive,

19 Defendants.

Case No. 2:18-cv-08816

**DECLARATION OF  
CHRISTOPHER IM IN SUPPORT  
OF DEFENDANTS' NOTICE OF  
REMOVAL**

(Los Angeles Superior Court Case  
No.: BC721315)

**DECLARATION OF CHRISTOPHER IM**

I, Christopher Im, declare and state as follows:

1. I have personal knowledge of the facts contained in this declaration, and if called as a witness, I could and would testify as to their accuracy.

2. I am an attorney admitted to practice in the State of California and I am an associate in the law firm of Seyfarth Shaw LLP. I am one of the lawyers responsible for representing Defendants Camelbak Products, LLC and Vista Outdoor, Inc.

(“Defendants”) in the above-captioned lawsuit filed on behalf of Plaintiff Alicia Mosqueda-Zavala (“Plaintiff”). All of the pleadings and correspondence in this lawsuit are maintained in our office in the ordinary course of business under my direction and control. I have reviewed the pleadings and correspondence in preparing this declaration.

3. Exhibit A to the concurrently-filed Notice of Removal constitutes all of the pleadings, processes, and orders in the Superior Court’s record that have been served on Defendants prior to the filing of this Notice of Removal.

4. Exhibit B to the concurrently-filed Notice of Removal is a true and correct of the Answer filed by Defendants on October 11, 2018.

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

Executed this 12th day of October, 2018, at Los Angeles, California.

/s/ Christopher Im

Christopher Im

1 SEYFARTH SHAW LLP  
Brian Long (SBN 232746)  
2 bplong@seyfarth.com  
Christopher Im (SBN 312838)  
3 cim@seyfarth.com  
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5 Facsimile: (213) 270-9601

6 Attorneys for Defendants  
CAMELBAK PRODUCTS, LLC  
7 and VISTA OUTDOOR, INC.

8  
9  
10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA

12 ALICIA MOSQUEDA-ZAVALA,  
13 individually, and on behalf of all others  
14 similarly situated,

15 Plaintiff,

16 v.

17 CAMELBAK PRODUCTS, LLC, a  
Delaware corporation; VISTA OUTDOOR,  
18 INC., a Delaware corporation; and DOES 1  
through 10, inclusive,

19 Defendants.

Case No. 2:18-cv-08816

**DECLARATION OF STUART  
LARSON IN SUPPORT OF  
DEFENDANTS' NOTICE OF  
REMOVAL**

(Los Angeles Superior Court Case  
No.: BC721315)

**DECLARATION OF STUART LARSON**

I, Stuart Larson, declare and state as follows:

1. I make this declaration in support of the Notice of Removal of Vista Outdoor, Inc. and CamelBak Products, LLC. I have personal knowledge of the facts contained in this declaration, and if called as a witness, I could and would testify as to their accuracy.

2. I am the Vice President of Human Resources for Vista Outdoor, Inc. In this capacity, I am familiar with the corporate and organizational structure of Vista Outdoor, Inc. and CamelBak Products, LLC. I also have access to and control over the personnel records of current and former employees of Defendants, and I have reviewed the files necessary to provide the information set forth in this declaration.

3. Vista Outdoor, Inc. is, and has been at all times since this action commenced, a publicly traded corporation formed under the laws of the State of Delaware with its principal place of business in the State of Utah. Vista Outdoor, Inc.'s principal place of business is Utah. Specifically, Vista Outdoor, Inc.'s corporate headquarters are located exclusively in the State of Utah, and all of the company's executive and administrative functions take place in Utah.

4. CamelBak Products, LLC is a limited liability corporation formed under the laws of the State of Delaware. Its sole member is CamelBak Acquisition Corp. which is a Delaware corporation with its headquarters in Petaluma, CA.

5. Because of my position and experience, I am also familiar with and have access to the electronic payroll system and electronic databases regarding Defendants' employees. Those systems, using various search and filter functions, are able to determine the number of employees holding nonexempt positions for a specific time period, the number of terminations during a specific time period, and the hourly rate of pay for employees for a specific time period. I had such filters and searches performed for Defendants' nonexempt employees in California from 9/13/2014 to 9/13/2018, 9/13/2015 to 9/13/2018, and 9/13/2017 to 9/13/2018.





1 SEYFARTH SHAW LLP  
Brian Long (SBN 232746)  
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Christopher Im (SBN 312838)  
3 cim@seyfarth.com  
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Telephone: (213) 270-9600  
5 Facsimile: (213) 270-9601

6 Attorneys for Defendants  
CAMELBAK PRODUCTS, LLC  
7 and VISTA OUTDOOR, INC.

8  
9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA

11  
12 ALICIA MOSQUEDA-ZAVALA,  
13 individually, and on behalf of all others  
similarly situated,

14 Plaintiff,

15 v.

16 CAMELBAK PRODUCTS, LLC, a  
Delaware corporation; VISTA  
17 OUTDOOR, INC., a Delaware  
corporation; and DOES 1 through 10,  
18 inclusive,

19 Defendants.  
20

Case No. 2:18-cv-08816

**PROOF OF SERVICE  
REGARDING DEFENDANTS'  
NOTICE OF REMOVAL**

[Los Angeles Superior Court  
Case No. BC 721315]

**PROOF OF SERVICE**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 601 S. Figueroa Street, Suite 3300, Los Angeles, CA 90017.

On October 12, 2018, I served the following documents on the interested parties in this action:

**DEFENDANTS CAMELBAK PRODUCTS, LLC AND VISTA OUTDOOR, INC.’S NOTICE OF REMOVAL TO FEDERAL COURT**

**DECLARATION OF BRIAN LONG IN SUPPORT OF DEFENDANTS’ NOTICE OF REMOVAL**

**DECLARATION OF STUART LARSON IN SUPPORT OF DEFENDANTS’ NOTICE OF REMOVAL**

**CIVIL COVER SHEET**

**DEFENDANTS’ CERTIFICATION AND NOTICE OF INTERESTED PARTIES**

**DEFENDANTS’ CORPORATE DISCLOSURE STATEMENT**

**By mail:** by placing the documents listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California, addressed as set forth below:

Kane Moon  
Justin F. Marquez  
Allen Feghali  
MOON & YANG, APC  
1055 W. Seventh Street, Suite 1880  
Los Angeles, CA 90017

*Attorneys for Plaintiff  
Alicia Mosqueda-Zavala*

I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party

1 served, service is presumed invalid if postal cancellation date or postage meter date is  
2 more than one day after the day of deposit for mailing identified in the affidavit.

3 I declare under penalty of perjury under the laws of the State of California and the  
4 United States of America that the above is true and correct. Executed on October 12,  
5 2018 at Los Angeles, California.

6  
7 /s/ *Kassandra Cutler*

8 Kassandra Cutler  
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