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13 CINTAS CORPORATION NO. 3

14 UNITED STATES DISTRICT COURT  
15 CENTRAL DISTRICT OF CALIFORNIA

16 LISA PARAMO, on behalf of herself  
17 and all others similarly situated, and on  
18 behalf of the general public,

19 Plaintiff,

20 v.

21 CINTAS CORPORATE SERVICES,  
22 INC.; CINTAS CORPORATION NO.  
23 2; CINTAS CORPORATION NO. 3;  
24 and DOES 1-100,

25 Defendants.

Case No. 5:18-cv-20

[San Bernardino County Superior  
Court Case No. CIVDS 1719941]

**CINTAS CORPORATION NO. 3'S  
NOTICE OF REMOVAL TO  
FEDERAL COURT**

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

4 PLEASE TAKE NOTICE that Defendant Cintas Corporation No. 3  
5 (“Defendant” or “Cintas”), pursuant to 28 U.S.C. sections 1332, 1441, 1446 and  
6 1453, hereby removes the above-captioned case entitled *Lisa Paramo on behalf of*  
7 *herself, all others similarly situated, and on behalf of the general public v. Cintas*  
8 *Corporate Services Inc.; Cintas Corporation No. 2; Cintas Corporation No. 3;and*  
9 *Does 1-100*, which is currently pending in the Superior Court of the State of  
10 California for the County of San Bernardino, assigned as Case No. CIVDS  
11 1719941, to the United States District Court for the Central District of California.  
12 This Court has original subject matter jurisdiction because there is complete  
13 diversity and the amount in controversy exceeds \$75,000.

14 **I. SUMMARY OF COMPLAINT**

15 On October 16, 2017, Plaintiff Lisa Paramo (“Plaintiff”) filed a civil  
16 complaint on behalf of herself and all others similarly situated in the action entitled  
17 *Lisa Paramo on behalf of herself, all others similarly situated, and on behalf of the*  
18 *general public v. Cintas Corporate Services Inc.; Cintas Corporation No. 2; Cintas*  
19 *Corporation No. 3;and Does 1-100* in the Superior Court of the State of California  
20 for the County of San Bernardino, assigned as State Court Case CIVDS 1719941.

21 Cintas was served with the Complaint on December 5, 2017. Attached to the  
22 Declaration of Suzanne S. Orza (“Orza Decl.”) as **Exhibit 1** is a true and correct  
23 copy of the Complaint served on Defendant Cintas Corporation No. 3. Cintas was  
24 also served with the Summons, Civil Case Cover Sheet, Certificate of Assignment,  
25 Guidelines for Complex Litigation Program, and Notice of Case Management  
26 Conference on the same date. True and correct copies of those documents are  
27 attached to the Orza Declaration as **Exhibit 2**. Other than the documents contained  
28

1 in Exhibit 1 and Exhibit 2, Cintas has not been served with any other process,  
2 pleading, papers or orders to date.

3 Based on information publically available through the San Bernardino  
4 County Superior Court docket, the only other documents filed in the state court  
5 action is a Notice of Continuance of Initial Case Management Conference from  
6 December 28, 2017 to February 7, 2018<sup>1</sup> and Cintas' Answer to the Complaint.  
7 True and correct copies of those documents are attached to the Orza Declaration as  
8 **Exhibit 3.**

9 Based on information and belief, no defendant other than Cintas Corporation  
10 No. 3 has been served with process, pleadings, or summons. Orza Decl. at ¶ 4;  
11 Declaration of Erica O'Brien ("O'Brien Decl.") at ¶ 5.

12 Plaintiff seeks to recover unpaid wages, damages, penalties, costs and  
13 attorneys' fees from Cintas on behalf of the proposed collective based on the  
14 following eight causes of action asserted in the Complaint for alleged violations of  
15 the Private Attorneys General Act of 2004 ("PAGA"): (1) failure to pay straight,  
16 regular rate wages for all work performed (Labor Code § 2698, *et seq.*); (2) failure  
17 to pay all overtime wages (California Labor Code § 510); (3) failure to provide  
18 meal periods (California Labor Code § 2698, *et seq.*); (4) failure to provide rest  
19 periods (California Labor Code § 2698, *et seq.*); (5) failure to pay wages due at  
20 termination and during employment (California Labor Code § 2698, *et seq.*);  
21 (6) knowing and intentional failure to comply with itemized employee wage  
22 statements (California Labor Code § 2698, *et seq.*); and (7) failure to reimburse  
23  
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25 <sup>1</sup> While the Complaint was filed on October 16, 2017, Cintas was not served  
26 with the Complaint until December 5, 2017. Following service, Cintas contacted  
27 the San Bernardino County Superior Court to continue the Initial Case Management  
28 Conference (originally scheduled for December 28, 2017) until after the deadline  
for Cintas to respond to the Complaint. The Superior Court agreed to do so and  
Cintas filed a Notice of Continuance and served it on Plaintiff.

1 expenses in discharging duties (California Labor Code § 2698, *et seq.*). Orza Decl.,  
2 Ex. 1.

3 Plaintiff also purports to bring and maintain this action as a representative  
4 action on behalf of the following collective:

5 All other aggrieved employees of Defendants CINTAS CORPORATE  
6 SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS  
7 CORPORATION NO. 3, and/or DOES who: worked a shift of at least  
8 five (5) hours without receiving a meal period; worked four (4) hours,  
9 or a major fraction thereof, without receiving a ten (1) minute net rest  
10 break; were not provided accurate itemized wage statements; were not  
11 paid compensation for all time worked at the straight or overtime rate;  
12 were not paid the applicable minimum wage; were not paid waiting  
13 time penalties; and were not reimbursed for business expenses.

14 Orza Decl., Ex. 1 at 2:13-20.

15 Cintas does not concede, and expressly reserves the right to later contest at  
16 the appropriate time, Plaintiff's allegations that Plaintiff may represent the above-  
17 quoted collective. Cintas also does not concede that any of Plaintiff's allegations  
18 constitute a cause of action under applicable law.

## 19 **II. REMOVAL IS TIMELY**

20 Cintas has timely removed this action within thirty (30) days of service.  
21 Cintas was served with the Summons and Complaint, as well as other documents  
22 filed in this action, on December 5, 2017. Orza Decl. ¶ 2. Because this Notice of  
23 Removal is filed within 30 days of service of the Complaint on Cintas Corporation  
24 No. 3, it is timely under 28 U.S.C. § 1446(b). *See Murphy Bros. v. Michetti Pipe*  
25 *Stringing*, 526 U.S. 344, 354 (1999).

26 No previous Notice of Removal has been filed or made with this Court for  
27 the relief sought herein. Orza Decl., at ¶ 5.

## 28 **III. DIVERSITY OF CITIZENSHIP EXISTS**

The Court has original jurisdiction of this action under 28 U.S.C. section  
1332(a)(1). As set forth below, this action is removable pursuant to the provisions



1 of 28 U.S.C. section 1441(a) as the amount in controversy is in excess of \$75,000,  
2 exclusive of interest and costs, and is between citizens of different states.

3 **A. Plaintiff is a Citizen of California**

4 To establish citizenship for diversity purposes, a natural person must be both:  
5 (1) a citizen of the United States, and (2) domiciled in the state. *Kantor v.*  
6 *Wellesley Galleries, Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983). “A natural person  
7 is deemed to be a citizen of the state where he or she is domiciled, which is where  
8 he or she resides with the intention to remain.” *Zavala v. Deutsche Bank Trust co.*  
9 *Ams.*, 2013 U.S. Dist. LEXIS 96719, at \*9 (N.D. Cal. July 10, 2013) (citing *Kantor*,  
10 704 F.2d at 1090 and *Kanter v. Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir.  
11 2001)). For purposes of diversity of citizenship, citizenship is determined by the  
12 individual’s domicile at the time the lawsuit is filed. *Lew v. Moss*, 797 F.2d 747,  
13 750 (9th Cir. 1986) (citing *Hill v. Roller*, 615 F.2d 886, 889 (9th Cir. 1980)). Here,  
14 Plaintiff’s Complaint alleges that “Plaintiff LISA PARAMO is an individual  
15 residing in California. At all times relevant to this action, Plaintiff was employed  
16 by Defendants . . . in California.” Orza Decl., Ex. 1 at ¶ 5. Moreover, Plaintiff was  
17 employed by Cintas at Location 150, which is located in Ontario, California.  
18 O’Brien Decl. at ¶ 9. Plaintiff provided Cintas with information indicating that her  
19 permanent residence and domicile is and was within the State of California, and  
20 Plaintiff’s wage statements and tax withholding information provided to Cintas  
21 reflect a permanent residence in California. *Id.* Plaintiff is therefore a citizen of  
22 California for purposes of diversity jurisdiction. Plaintiff does not allege any  
23 alternative state of citizenship.

24 **B. Cintas is Not a Citizen of California**

25 A corporation is a citizen of the state where: (i) it has been incorporated; and  
26 (ii) its principal place of business is located. 28 U.S.C. § 1332(c). The principal  
27 place of business for a corporation is determined by the location of its “nerve  
28 center,” which includes the location of its headquarters and the location where its

1 “officers direct, control, and coordinate the corporation’s activities.” *Hertz Corp. v.*  
2 *Friend*, 559 U.S. 77, 80-81 (2010). Cintas is and has been prior to the  
3 commencement of this action, incorporated in and existing under the laws of the  
4 State of Nevada. O’Brien Decl. at ¶ 3. In addition, Cintas has its corporate  
5 headquarters and principal place of business in Ohio. *Id.* The Ohio headquarters is  
6 and has been the place where the majority of Cintas’ corporate books and records  
7 are located, where the majority of its executive and administrative functions are  
8 (including, but not limited to, operations, finance, accounting, human resources,  
9 payroll, marketing, legal, etc.) and where the majority of its officers and directors  
10 direct, control and coordinate the corporation’s activities. *Id.* As a result, Cintas is  
11 not now, nor ever has been, a citizen and/or resident of the state of California within  
12 the meaning of the Acts of Congress relating to removal. 28 U.S.C. § 1332(c)(1);  
13 *Hertz*, 559 U.S. at 97. Accordingly, Cintas is not considered to be a citizen of  
14 California for the purposes of determining diversity.

15 As of the date of this Notice of Removal, neither Cintas Corporate Services,  
16 Inc. (incorporated in the state of Ohio) nor Cintas Corporation No. 2 (incorporated  
17 in the State of Nevada) has been served. O’Brien Decl. at ¶¶ 4-5; Orza Decl. at ¶ 4.  
18 Does 1 through 100 are wholly fictitious as the Complaint does not identify any of  
19 the Does 1 through 100 nor does it allege any facts about them. Thus, these “Doe”  
20 defendants are disregarded for purposes of removal and have no effect on the ability  
21 to remove. 28 U.S.C. 1441(b)(1); *Newcombe v. Adolf Coors Co.*, 157 F.3d 686,  
22 690 (9th Cir. 1998) (noting that citizenship of defendants sued under fictitious  
23 names “shall be disregarded for purposes of removal”).

24 Accordingly, based on the Complaint and the above, complete diversity of  
25 citizenship exists because Plaintiff and all named defendants, including those which  
26 have not been served, are citizens of different states. 28 U.S.C. § 1332(a) (“The  
27 district courts shall have original jurisdiction of all civil actions where the matter in  
28 controversy exceeds the sum or value of \$75,000, exclusive of interest and costs,

1 and is between—[] citizens of different States . . . .”). Further, a defendant may  
 2 remove an action from state court to federal court if the defendant is not a citizen  
 3 where the action was brought. 28 U.S.C. § 1441(a)-(b).

#### 4 **IV. THE AMOUNT-IN-CONTROVERSY REQUIREMENT IS** 5 **SATISFIED**

6 Federal district courts have original jurisdiction over civil actions where the  
 7 matter in controversy exceeds the sum or value of \$75,000, excluding interests and  
 8 costs. 28 U.S.C. § 1332(a); *Hunt v. Wash. State Apple Advertising Comm’n*, 432  
 9 U.S. 333 (1977). When measuring the amount in controversy, a court should  
 10 assume the truth of the allegations in the complaint and that a jury will return a  
 11 verdict in favor of plaintiff on all claims. *Kenneth Rothschild Trust v. Morgan*  
 12 *Stanley Dean Witter*, 199 F. Supp. 2d 993, 1001 (C.D. Cal. 2002). In cases such as  
 13 this, where the complaint does not specify an amount in controversy<sup>2</sup>, the removing  
 14 defendant bears the burden of proving by a preponderance of evidence that the  
 15 amount in controversy requirement is satisfied. *Sanchez v. Monumental Life Ins.*  
 16 *Co.*, 102 F.3d 398, 404 (9th Cir. 1996). Under this standard, the Court must  
 17 determine on a “more likely than not” basis whether the amount in controversy  
 18 exceeds \$75,000. *Id.*

19 The burden for the defendant seeking removal “is not daunting, and a  
 20 removing defendant is not obligated to research, state, and prove the plaintiff’s  
 21 claims for damages.” *Coleman v. Estes Express Lines, Inc.*, 730 F. Supp. 2d 1141,  
 22 1148 (C.D. Cal. 2010) (internal citations omitted). The Court should consider the  
 23 allegations in the Complaint in addition to facts asserted in Cintas’ Notice of  
 24 Removal and other evidence submitted in support thereof. *Singer v. State Farm*  
 25 *Mut. Auto. Ins. Co.*, 116 F.3d 373, 377 (9th Cir. Cal. 1997). “The ultimate inquiry  
 26 is what amount is put ‘in controversy’ by the plaintiff’s complaint, not what a

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27 <sup>2</sup> While Plaintiff does not state a total amount in controversy, the Complaint  
 28 refers to penalties sought which “exceeds the minimum jurisdictional limits of the  
 Superior Court.” Orza Decl., Ex 1 at ¶ 9.

1 defendant will actually owe.” *Cain v. Hartford Life & Acc. Ins. Co.*, 890 F. Supp.  
 2 2d 1246, 1249 (C.D. Cal. 2012) (quoting *Korn v. Polo Ralph Lauren Corp.*, 536 F.  
 3 Supp. 2d 1199, 1205 (E.D. Cal. 2008)); *Valdez v. Allstate Ins. Co.*, 372 F.3d 1115,  
 4 1117 (9th Cir. 2004) (“the amount-in-controversy inquiry in the removal context is  
 5 not confined to the face of the complaint”). Plaintiff’s failure to specify particular  
 6 damages permits Cintas to reasonably estimate the amount in controversy. *See*  
 7 *Abrego v. The Dow Chemical Co.*, 443 F.3d 676, 688-690 (9th Cir. 2006) (the  
 8 preponderance of evidence standard applies where a plaintiff “seeks no specific  
 9 amount in damages,” and a court will consider facts in the removal petition to  
 10 determine whether jurisdictional requirements are met).

11 In determining the amount in controversy, the Court must consider the  
 12 general damages, special damages, penalties, punitive damages, and attorneys’ fees  
 13 put “in controversy” by the plaintiff’s complaint. *Bank of Calif. Nat’l Ass’n v. Twin*  
 14 *Harbors Lumber Co.*, 465 F.2d 489, 491 (9th Cir. 1972); *see also Simmons v. PCR*  
 15 *Tech.*, 209 F. Supp. 2d 1029, 1031 (N.D. Cal. 2002) (“The jurisdictional minimum  
 16 may be satisfied by claims for special and general damages, attorneys’ fees and  
 17 punitive damages.”); *Brady v. Mercedes-Benz USA, Inc.*, 243 F. Supp. 2d 1004,  
 18 1009 (N.D. Cal. 2002) (explaining penalties are properly included in calculating  
 19 amount in controversy).

20 Of the Plaintiff’s claims here, analysis of only some is needed to show the  
 21 requisite aggregate amount in controversy.

22 **A. The Amount in Controversy Exceeds \$75,000**

23 Cintas satisfies the requisite showing to justify removal of the action to  
 24 federal court. However, Cintas does not concede that Plaintiffs’ allegations have  
 25 any merit and the calculations herein do not in any way impact Cintas’ reservation  
 26 of all defenses and legal arguments to the fullest extent.<sup>3</sup>

27 \_\_\_\_\_  
 28 <sup>3</sup> Cintas fully denies that it violated any laws and fully reserves its rights and  
 abilities to argue many finer points regarding the application of relevant pay plans.

1 Plaintiff's individual payroll data reflects that her average hourly rate was  
 2 approximately \$30.10 for the "relevant" time period (assuming a three-year statute  
 3 of limitations) between October 16, 2014 and her termination on September 20,  
 4 2016. O'Brien Decl. at ¶ 9. During this time, Plaintiff worked approximately 97  
 5 total work weeks and was paid weekly. *Id.* During the most recent year of the  
 6 relevant period, between October 16, 2015 through her termination on  
 7 September 20, 2016, Plaintiff worked approximately 46 work weeks. *Id.*

8 Cintas does not concede that Plaintiff's allegations have any merit. Based on  
 9 information obtained from the payroll records, however, calculations of the amount  
 10 in controversy brought by Plaintiff's individual causes of actions are as follows<sup>4</sup>:

<b>Failure to Pay Unpaid Overtime</b>	Assuming five hours of unpaid overtime per week, the amount in controversy is approximately <b>\$21,897.75</b> (( $\$30.10$ rate of pay x 1.5) x 5 hours of OT per week x 97 total work weeks = $\$21,897.75$ )).
<b>Failure to Provide Meal and Rest Breaks</b>	Assuming Plaintiff missed five meal breaks and five rest breaks a week for her work weeks, her meal and rest break amount in controversy is approximately <b>\$29,197</b> (( $\$30.10$ rate of pay x 10 violations per week) x 97 total work weeks = $\$29,197$ )).
<b>Untimely Payment of Final Wages</b>	Plaintiff's claim for the untimely payment of final wages puts approximately <b>\$7,224</b> in controversy ( $\$30.10$ rate of pay x 8 hours a day x 30 days = $\$7,224$ )).

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The approximate calculations herein are purely to demonstrate an amount in controversy for purposes of removal and have no bearing on Cintas' arguments and defenses concerning the viability of Plaintiffs' claims or what the actual relevant time periods/statutes of limitations are for each claim. The calculations themselves in no way reflect Cintas' position on actual damages or the appropriate measure for calculating damages, they are simplifications done solely for purposes of this notice of removal.

<sup>4</sup> Because only some of Plaintiff's causes of action are needed to show the requisite aggregate amount in controversy, certain claims have been excluded from this analysis.

<b>Failure to Properly Itemize Wage Statements</b>	Plaintiff's claim for failure to properly itemize employee wage statements puts approximately <b>\$4,550</b> in controversy ( $\$50 + (45 \text{ pay periods} \times \$100) = \$4,550$ ).
<b>SUBTOTAL</b>	<b>\$62,868.75</b>
<b>Attorneys' Fees</b>	Assuming approximately 100 hours of work at \$250 an hour puts an additional <b>\$25,000</b> of attorneys' fees in controversy ( $\$250 \times 100 \text{ hours of work} = \$25,000$ ).
<b>TOTAL</b>	<b>\$87,868.75</b>

In determining whether a complaint meets the \$75,000 threshold for diversity removal, a court may consider the aggregate value of claims for compensatory damages as well as attorneys' fees throughout the entirety of the litigation. *Cain v. Hartford Life & Acc. Ins. Co.*, 890 F. Supp. 2d 1246, 1250 (C.D. Cal. 2012) ("The Court can use its discretion to determine, within its own experience, that an award of attorneys' fees alone will satisfy the amount in controversy requirement."); *Galt G/S v. JSS Scandinavia*, 142 F. 3d 1150, 1156 (9th Cir. 1998) (claims for statutory attorneys' fees to be included in amount in controversy, regardless of whether award is discretionary or mandatory); *Simmons v. PCR Tech.*, 209 F. Supp. 2d 1029, 1034-1035 (N.D. Cal. 2002) ("Such fees necessarily accrue until the action is resolved.").

Attorneys' fees awards in similar cases, alleging individual wage and hour violations, frequently exceed \$75,000. *See e.g., Barboza v. W. Coast Digital GSM, Inc.*, No. B227692, 2011 Cal. App. Unpub. LEXIS 2187, at \*19; 2011 WL 1051275, at \*6 (Cal. Ct. App. Mar. 24, 2011) (awarding \$79,528 in attorneys' fees was reasonable for counsel's work on individual claims); accord *Lippold v. Godiva Chocolatier, Inc.*, No. C10-00421, 2010 U.S. Dist. LEXIS 47144, at \*10-11; 2010 WL 1526441, at \*4 (N.D. Cal. Apr. 15, 2010) (concluding that defendant's estimate

1 of attorneys' fees in a wage and hour case in an amount exceeding \$75,000 was a  
2 good faith estimate).

3 Based on the legal theories stated above, and assuming a rate of \$250 per  
4 hour and 300 hours of work, counsel for Plaintiff could potentially be entitled to  
5 \$75,000.00. Even assuming the amount in controversy requirements calculated for  
6 Plaintiff thus far, the amount of attorneys' fees need only be \$12,131.25 (\$75,000  
7 minus the sub-total amount of \$62,868.75) and will more likely than not exceed the  
8 jurisdictional threshold. *See Melendez v. HMS Host Family Restaurants, Inc.*, Case  
9 No. CV 11-3842 ODW (CWx), 2011 U.S. Dist. LEXIS 95493, at \*9-12 (C.D. Cal.  
10 Aug. 25, 2011) ("the fees and a punitive damages award of at least \$28,000.00,  
11 combined with approximately \$47,424.00 in lost wages, will more likely than not  
12 exceed the jurisdictional minimum"). Accordingly, it is reasonable to calculate  
13 attorneys' fees to include in the amount in controversy of \$25,000 (\$250 x 100  
14 hours of work = \$25,000).

15 For each of the foregoing reasons, while Cintas denies any liability as to  
16 Plaintiff's claims, it is "more likely than not" that the amount in controversy, on  
17 Plaintiff's individual claims exceeds \$75,000, exclusive of interest and costs, as  
18 required by U.S.C. section 1332(a).

## 19 **V. VENUE IS PROPER**

20 This action was originally filed in the Superior Court for the County of San  
21 Bernardino. Accordingly, venue is proper in the Central District of California  
22 because it embraces the place in which the action has been pending. 28 U.S.C. §  
23 1441(a).

## 24 **VI. ALL NOTICE AND PROCEDURAL REQUIREMENTS HAVE BEEN** 25 **MET**

26 Cintas will promptly serve copies of this Notice of Removal upon all parties  
27 and will promptly serve and file a copy with the Superior Court of the State of  
28 California, County of San Bernardino, pursuant to 28 U.S.C. § 1446(d).

1 If any question arises as to the propriety of the removal of this action, Cintas  
2 requests the opportunity to present a brief or supplemental evidence in support of  
3 its position that this case is subject to removal.

4 Nothing in this Notice of Removal is intended or should be construed as any  
5 type of express or implied admission by Cintas of any fact or the validity or merits  
6 of Plaintiff’s claims, causes of action, allegations (individual and as pertaining to a  
7 purported collective). Cintas expressly reserves all rights, remedies and defenses in  
8 connection with this action.

9 WHEREFORE, Defendant Cintas Corporation No. 3 respectfully requests  
10 that the Court assume full jurisdiction over this action as if Plaintiff had originally  
11 filed her claims in this Court and that the above-captioned action be removed to the  
12 United States District Court.

13  
14 Dated: January 4, 2018

SQUIRE PATTON BOGGS (US) LLP

15  
16 By: /s/ Suzanne S. Orza  
17 Michael W. Kelly  
18 Marisol C. Mork  
19 Suzanne S. Orza

20 Attorneys for Defendant  
21 CINTAS CORPORATION NO. 3  
22  
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26  
27  
28

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11 Facsimile: +1 415 393 9887

12 Attorneys for Defendant  
13 CINTAS CORPORATION NO. 3

14 UNITED STATES DISTRICT COURT  
15 CENTRAL DISTRICT OF CALIFORNIA

16 LISA PARAMO, on behalf of herself  
17 and all others similarly situated, and on  
18 behalf of the general public,

19 Plaintiff,

20 v.

21 CINTAS CORPORATE SERVICES,  
22 INC.; CINTAS CORPORATION NO.  
23 2; CINTAS CORPORATION NO. 3;  
24 and DOES 1-100,

25 Defendants.

Case No. 5:18-cv-20

[San Bernardino County Superior  
Court Case No. CIVDS 1719941]

**DECLARATION OF SUZANNE S.  
ORZA IN SUPPORT OF  
REMOVAL TO FEDERAL  
COURT BY DEFENDANT  
CINTAS CORPORATION NO. 3**

**DECLARATION OF SUZANNE S. ORZA**

I, Suzanne S. Orza, declare as follows:

1. I am an attorney licensed to practice before all state courts and all federal courts, including the Central District, located in the State of California, and I am an Associate employed in the law firm of Squire Patton Boggs (US) LLP. I represent Defendant Cintas Corporation No. 3 in this action. The matters set forth below are within my personal knowledge, and if called upon as a witness, I could and would testify competently thereto.

2. On December 5, 2017, I executed an Acknowledgment of Receipt of the following documents on behalf of Cintas Corporation No. 3: (1) Summons, (2) Complaint, (3) Civil Case Cover Sheet, (4) Certificate of Assignment, (5) Guidelines for Complex Litigation Program, and (6) Notice of Case Management Conference. A true and correct copy of the Complaint is attached hereto as **Exhibit 1**. True and correct copies of all other documents filed and served on Cintas Corporation No. 3 in the State Court Action, entitled *Lisa Paramo on behalf of himself, all others similarly situated, and on behalf of the general public v. Cintas Corporate Services Inc.; Cintas Corporation No. 2; Cintas Corporation No. 3; and Does 1-100*, which is currently pending in the Superior Court of the State of California for the County of San Bernardino, assigned as Case No. CIVDS 1719941, are attached hereto as **Exhibit 2**.

3. Based on information publically available through the San Bernardino County Superior Court docket, the only other documents filed in the state court action is a Notice of Continuance of Initial Case Management Conference from December 28, 2017 to February 7, 2018 and Cintas Corporation No.3's Answer to the Complaint. True and correct copies of those documents are attached hereto as **Exhibit 3**.

4. Based on information and belief, neither Cintas Corporate Services, Inc. nor Cintas Corporation No. 2 has been served with any process, summons,

1 pleading, papers or orders to date.

2 5. No previous Notice of Removal has been filed or made with this Court  
3 for the relief sought herein.

4 I declare under penalty of perjury under the laws of the United States of  
5 America that the foregoing is true and correct. Executed on January 4, 2018, in San  
6 Francisco, California.

7  
8 /s/ Suzanne S. Orza

9  
10 SUZANNE S. ORZA

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SQUIRE PATTON BOGGS (US) LLP  
275 Battery Street, Suite 2000  
San Francisco, California 94111

EXHIBIT 1

1 William Turley, Esq., Bar No. 122408  
2 David Mara, Esq., Bar No. 230498  
3 Jill Vecchi, Esq., Bar No. 299333  
4 Matthew Crawford, Esq., Bar No. 310230  
5 **THE TURLEY & MARA LAW FIRM, APLC**  
6 7428 Trade Street  
7 San Diego, CA 92121  
8 Telephone: 619.234.2833  
9 Facsimile: 619.234.4048  
10 **Attorneys for Plaintiff LISA PARAMO**  
11 on behalf of herself and all others similarly  
12 situated and on behalf of the general public  
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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

OCT 16 2017

BY Paula Rogers  
Paula Rogers DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN BERNARDINO**

LISA PARAMO, on behalf of herself  
and all others similarly situated, and on  
behalf of the general public,

Plaintiff,

v.

CINTAS CORPORATE SERVICES,  
INC.; CINTAS CORPORATION NO. 2;  
CINTAS CORPORATION NO. 3; and  
DOES 1-100,

Defendants.

Case No. CIVDS 1719941

**PLAINTIFF LISA PARAMO'S PAGA ACTION  
COMPLAINT**

1. Violation of the Private Attorney General Act of 2004 (PAGA) for Failure to Pay Straight, Regular Rate Wages for All Work Performed (Labor Code § 2698, et. seq.)
2. Violation of the PAGA for Failure to Pay all Overtime Wages (California Labor Code § 510)
3. Violation of the PAGA for Failure to Provide Meal Periods (California Labor Code § 2698, et. seq.)
4. Violation of the PAGA for Failure to Provide Rest Periods (California Labor Code § 2698, et. seq.)
5. Violation of the PAGA for Failure to Pay Wages Due at Termination and During Employment (California Labor Code § 2698, et. seq.)
6. Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statements (California Labor Code § 2698, et. seq.)
7. Violation of the PAGA for Failure to Reimburse Expenses in Discharging Duties (California Labor Code §2698, et. seq.)

**DEMAND FOR JURY TRIAL**

FILED

1  
2 Plaintiff LISA PARAMO (hereinafter "Plaintiff"), on behalf of herself and all other similarly  
3 aggrieved employees (hereinafter "aggrieved employees"), files this Complaint against Defendants  
4 CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS  
5 CORPORATION NO. 3, and/or DOES 1-100.

6 **I. INTRODUCTION**

7 1. This is a representative action seeking recovery of penalties under the California Labor Code  
8 Private Attorney General Act of 2004 (PAGA), California Labor Code Sections 2698 et. seq.,  
9 against Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION  
10 NO. 2, CINTAS CORPORATION NO. 3, and/or DOES 1-100. The PAGA permits an  
11 "aggrieved employee" to bring a lawsuit on behalf of herself and other current and former  
12 employees to address an employer's violations of the *California Labor Code*.

13 2. This action is brought on behalf of Plaintiff and all other aggrieved employees of Defendants  
14 CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS  
15 CORPORATION NO. 3, and/or DOES who: worked a shift of at least five (5) hours without  
16 receiving a meal period; worked four (4) hours, or a major fraction thereof, without receiving  
17 a ten (10) minute net rest break; were not provided accurate itemized wage statements; were  
18 not paid compensation for all time worked at the straight or overtime rate; were not paid the  
19 applicable minimum wage; were not paid waiting time penalties; and were not reimbursed  
20 for business expenses. Plaintiff seeks penalties on behalf of herself and all other aggrieved  
21 employees of Defendants CINTAS CORPORATE SERVICES, INC., CINTAS  
22 CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES as provided  
23 herein. This Complaint also seeks attorneys' fees and costs under the PAGA, *California*  
24 *Labor Code* section 2699(g)(1).

25 3. At all times mentioned herein, Plaintiff and the other aggrieved employees were not  
26 classified as "Exempt" or primarily employed in an executive, professional, or administrative  
27 capacity. Thus, under California law, Plaintiff and the aggrieved employees should be:  
28 provided meal periods; authorized and permitted to take rest periods; paid one hour of

1 premium pay for all unprovided meal periods; paid one hour of premium pay for all rest  
2 periods that were not authorized and/or permitted; paid penalties for not being provided  
3 itemized wage statements; paid compensation for all time worked at the regular or overtime  
4 rate; paid penalties for not being provided minimum wage, and paid penalties for not being  
5 paid timely at the time of termination.

6 4. At all times mentioned herein, Defendants CINTAS CORPORATE SERVICES, INC.,  
7 CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES  
8 controlled the working conditions of Plaintiff and the aggrieved employees including, but not  
9 limited to, having the authority to hire and fire Plaintiff and the other aggrieved employees,  
10 setting the wages of Plaintiff and the other aggrieved employees, and instructing Plaintiff and  
11 the other aggrieved employees when and/or where to work. In addition, Defendants CINTAS  
12 CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS  
13 CORPORATION NO. 3, and/or DOES developed, wrote, dictated, approved and/or  
14 authorized wage and hour policies and/or practices that Plaintiff and the aggrieved employees  
15 labored under. These policies and/or practices included, but were not limited to, policies  
16 and/or practices regarding meal periods, straight-time, rest periods, wage statements, paying  
17 compensation at time of termination, and paying reimbursement. Further, Defendants  
18 CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS  
19 CORPORATION NO. 3, and/or DOES had the ability to prevent Plaintiff and the other  
20 aggrieved employees from working.

## 21 **II. JURISDICTION AND VENUE**

22 5. Plaintiff LISA PARAMO is an individual residing in California. At all times relevant to this  
23 action, Plaintiff was employed by Defendants CINTAS CORPORATE SERVICES, INC.,  
24 CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES in  
25 California. Plaintiff, and each of the aggrieved employees, was an employee of Defendants  
26 CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS  
27 CORPORATION NO. 3, and/or DOES, and/or its operating divisions and subsidiaries,  
28 within the State of California. Plaintiff and each of the aggrieved employees were subject to

1 the unlawful policies beginning one (1) year prior to the date Plaintiff sent Notice to the State  
2 of California Labor and Workforce Development Agency (LWDA).

3 6. Venue as to each Defendants and/or DOE is proper in this judicial district. Each Defendants  
4 and/or DOE operate industrial facilities, employ hourly employees, conduct business, and  
5 commit *California Labor Code* violations within San Bernardino County and California.  
6 Each Defendants and/or DOE is within the jurisdiction of this Court for service of process  
7 purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and the other  
8 aggrieved employees situated within the State of California and within San Bernardino  
9 County. Defendants and/or DOES employ numerous aggrieved employees in California  
10 and/or San Bernardino County.

11 7. Plaintiff brings this action on behalf of herself and the other aggrieved employees of  
12 Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
13 CINTAS CORPORATION NO. 3, and/or DOES pursuant to the PAGA. Plaintiff, as a  
14 personal representative of the general public, will and does seek to recover any and all  
15 penalties for each and every violation shown to exist or to have occurred during the one (1)  
16 year period before Plaintiff filed Notice with the LWDA of his intent to bring this action, in  
17 an amount according to proof, as to those penalties that are otherwise only available to public  
18 agency enforcement actions. Funds recovered will be distributed in accordance with the  
19 PAGA, with at least seventy-five (75) percent of the penalties recovered being reimbursed to  
20 the State of California and the LWDA.

21 8. There is no federal question at issue as the issues herein are based solely upon California  
22 statutes and law, including the *California Labor Code*, *IWC Wage Orders*, *Code of Civil*  
23 *Procedure*, and *Civil Code*.

24 9. The California Superior Court also has jurisdiction in this matter because the penalties sought  
25 exceed the minimum jurisdictional limits of the Superior Court and will be established at  
26 trial, according to proof. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS  
27 CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES either own,  
28 maintain offices, transact business, have an agent or agents, have their principal place of



1 business in, and/or otherwise are found within the County of San Bernardino, California.

2 **III. THE PARTIES**

3 **A. Plaintiff**

4 10. Plaintiff LISA PARAMO, a former employee of Defendants CINTAS CORPORATE  
5 SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3,  
6 and/or DOES, and similar aggrieved employees were and are entitled to statutory meal  
7 periods, statutory rest periods, accurate itemized wage statements, compensation for all time  
8 worked at the regular and overtime rate, reimbursement for business expenses, and to be paid  
9 timely pursuant to California law and/or to receive timely wages at the time of termination  
10 from Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION  
11 NO. 2, CINTAS CORPORATION NO. 3, and/or DOES.

12 11. Plaintiff and similar aggrieved employees was and are employed in the State of California by  
13 the Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO.  
14 2, CINTAS CORPORATION NO. 3, and/or DOES as hourly non-exempt service sales  
15 representatives, delivery drivers, loaders, unloaders, and/or similar job designations and titles  
16 or similarly aggrieved non-exempt employees in California during the relevant time period.  
17 Plaintiff was employed in a non-exempt capacity.

18 12. A notice correspondence showing compliance with *Labor Code* Section 2699.3 was sent to  
19 the LWDA and Defendants CINTAS CORPORATE SERVICES, INC., CINTAS  
20 CORPORATION NO. 2, CINTAS CORPORATION NO. 3, on August 4, 2017. This notice  
21 demonstrates that Plaintiff is an aggrieved employee and has standing to bring a  
22 representative action on behalf of the LWDA and as a private attorney general. No notice of  
23 cure by Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION  
24 NO. 2, CINTAS CORPORATION NO. 3, and/or DOES was provided and no notice of  
25 investigation was received from the LWDA in the statutorily proscribed sixty-five (65) day  
26 period since the mailing of the notice of the action. Accordingly, Plaintiff files this action as  
27 a "Representative Action" as authorized by *Labor Code* section 2699.3(a)(2)(C).

28 **B. Defendants**

1 13. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
2 CINTAS CORPORATION NO. 3, and/or DOES are engaged in the ownership and operation  
3 of work sites located within San Bernardino County and throughout California. During the  
4 liability period, Defendants CINTAS CORPORATE SERVICES, INC., CINTAS  
5 CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES employed  
6 Plaintiff and similarly situated persons as non-exempt employees within California. On  
7 information and belief, Defendants CINTAS CORPORATE SERVICES, INC., CINTAS  
8 CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES are conducting  
9 business in California.

10 14. Defendants CINTAS CORPORATE SERVICES, INC.'s, CINTAS CORPORATION NO.  
11 2's, CINTAS CORPORATION NO. 3's, and/or DOES' principal place of business is in the  
12 State of California.

13 15. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
14 CINTAS CORPORATION NO. 3, and/or DOES have numerous offices and/or contracts in  
15 the State of California.

16 16. California is the nerve center of Defendants CINTAS CORPORATE SERVICES, INC.'s,  
17 CINTAS CORPORATION NO. 2's, CINTAS CORPORATION NO. 3's, and/or DOES'  
18 operations.

19 17. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in  
20 the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on  
21 information and belief alleges that said Defendants are now, and/or at all times mentioned in  
22 this Complaint were doing business in the State of California and/or throughout the United  
23 States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is  
24 legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this  
25 Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

26 18. Plaintiff is informed and believes each Defendants acted, in whole or in part, in all respects  
27 pertinent to this action as the agent of the other Defendants, carried out a joint scheme,  
28 business plan or policy in all respects pertinent hereto, and the acts of each Defendants are

1 legally attributable to the other Defendants as each Defendant has ratified, approved, and/or  
2 authorized the acts of each of the remaining Defendants.

3 19. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners,  
4 agents, owners, and/or shareholders of Defendants CINTAS CORPORATE SERVICES,  
5 INC., CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES  
6 and were acting on behalf of Defendants CINTAS CORPORATE SERVICES, INC.,  
7 CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES at all  
8 times.

9 **IV. GENERAL ALLEGATIONS**

10 20. During all, or a portion, of the one (1) year period before Plaintiff filed Notice of his claims  
11 with the LWDA, Plaintiff and each of the aggrieved employees were employed by  
12 Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
13 CINTAS CORPORATION NO. 3, and/or DOES in the State of California. Plaintiff and the  
14 other aggrieved employees are composed of current and former delivery drivers or similar  
15 job designations or titles or similarly aggrieved non-exempt employees of Defendants  
16 CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS  
17 CORPORATION NO. 3, and/or DOES, or any of its operating divisions and/or subsidiaries,  
18 within the State of California.

19 21. At all times mentioned herein, Defendants CINTAS CORPORATE SERVICES, INC.,  
20 CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES knew  
21 and/or should have known that Plaintiff and the aggrieved employees were entitled to be  
22 provided legally compliant meal periods in a timely manner or payment of one hour of pay as  
23 additional compensation at Plaintiff's and the aggrieved employees' regular rate of pay when  
24 they did not receive a timely, uninterrupted meal period.

25 22. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every  
26 shift of at least five (5) hours worked per day by Plaintiff and all aggrieved employees, and  
27 by failing to provide compensation for these unprovided meal periods, Defendants CINTAS  
28 CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS

1 CORPORATION NO. 3, and/or DOES willfully violated the provisions of *Labor Code*  
2 section 226.7, IWC Wage Order No. 9-2001, and California Code of Regulations, Section  
3 11050(11). In addition, Defendants CINTAS CORPORATE SERVICES, INC., CINTAS  
4 CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES failed to provide  
5 Plaintiff and the other aggrieved employees another duty-free meal period of not less than  
6 thirty (30) minutes for every shift of more than ten (10) hours per day.

7 23. At all times mentioned herein, Defendants CINTAS CORPORATE SERVICES, INC.,  
8 CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES knew  
9 and/or should have known that Plaintiff and the aggrieved employees were entitled to be  
10 authorized and/or permitted to take legally compliant rest periods in a timely manner or  
11 payment of one hour of pay as additional compensation at Plaintiff's and the aggrieved  
12 employees' regular rate of pay when they were not authorized and/or permitted to take a  
13 legally compliant rest period.

14 24. By failing to provide paid ten (10) minute rest periods for every four (4) hours or major  
15 fraction thereof, worked per day by Plaintiff and all aggrieved employees and by failing to  
16 provide compensation for these periods, Defendants CINTAS CORPORATE SERVICES,  
17 INC., CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES  
18 willfully violated the provisions of *Labor Code* section 226.7, IWC Wage Order No. 9-2001,  
19 and California Code of Regulations, Section 11050(12).

20 25. At all times mentioned herein, Defendants CINTAS CORPORATE SERVICES, INC.,  
21 CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES failed to  
22 pay all wages owed to Plaintiff and to other terminated or resigned members of the aggrieved  
23 employees and failed to timely pay wages during employment.

24 26. At all times mentioned herein, Defendants CINTAS CORPORATE SERVICES, INC.,  
25 CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES failed to  
26 reimburse Plaintiff and the aggrieved employees for all business expenses paid by Plaintiff  
27 and by other aggrieved employees.

28 27. At all times mentioned herein, Defendants CINTAS CORPORATE SERVICES, INC.,

1 CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES knew  
2 and/or should have known that Plaintiff and the aggrieved employees were entitled to receive  
3 complete and accurate pay statements in accordance with California law.

4 28. At all times mentioned herein, Defendants CINTAS CORPORATE SERVICES, INC.,  
5 CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES knew  
6 and/or should have known that they were not providing complete and accurate pay  
7 statements in accordance with California law to Plaintiff and the aggrieved employees.

8 29. At all times mentioned herein, Defendants CINTAS CORPORATE SERVICES, INC.,  
9 CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES knew  
10 and/or should have known that they had a duty to compensate Plaintiff and the other  
11 aggrieved employees in accordance with California law, and that Defendants CINTAS  
12 CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS  
13 CORPORATION NO. 3, and/or DOES had the ability to pay such compensation, but  
14 willfully and intentionally failed to do so, and Defendants CINTAS CORPORATE  
15 SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3,  
16 and/or DOES falsely represented to Plaintiff and the other aggrieved employees that they  
17 were properly compensating Plaintiff and the other aggrieved employees.

18 30. At all times mentioned herein, Defendants CINTAS CORPORATE SERVICES, INC.,  
19 CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES knew  
20 and/or should have known that Plaintiff and the other aggrieved employees were entitled to  
21 timely wages at the time of termination. Defendants CINTAS CORPORATE SERVICES,  
22 INC., CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES  
23 did not pay all timely wages owed, straight-time wages owed, meal period premiums, and/or  
24 rest period premiums owed at the time of termination.

25 31. At all times mentioned herein, Defendants CINTAS CORPORATE SERVICES, INC.,  
26 CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES failed to  
27 pay Plaintiff and the other aggrieved employees a sum certain at the time of termination or  
28 within seventy-two (72) hours of their resignation, and have failed to pay those sums for

1 thirty (30) days thereafter.

2 32. Plaintiff brings this action on behalf of herself and all other aggrieved employees defined as  
3 all Defendants' California based hourly non-exempt service sales representatives, delivery  
4 drivers, loaders, unloaders, and/or similar job designations and titles or similarly aggrieved  
5 non-exempt employees in California during the period beginning one year prior to the date  
6 Plaintiff sent Notice to the LWDA.

7 33. Plaintiff reserves the right to amend or modify the definition of aggrieved employees with  
8 respect to the issues or in any other way.

9 **FIRST CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the**  
10 **Private Attorneys General Act of 2004 (PAGA) for Failure to Pay Straight, Regular Rate**  
11 **Wages for All Work Performed (California Labor Code §2698 et. seq.).**

12 34. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint  
13 herein as if fully plead.

14 35. It is fundamental that an employer must pay its employees for the time worked. *California*  
15 *Labor Code* section 222 prohibits the withholding on part of a wage. *Labor Code* section  
16 223 prohibits the pay of less than a statutory or contractual wage scale. *Labor Code* sections  
17 1197-1197.1 prohibits the payment of less than the minimum wage. *Labor Code* section 224  
18 only permits deductions from wages when the employer is required or empowered to do so  
19 by state or federal law or when the deduction is expressly authorized in writing by the  
20 employee for specified purposes that do not in effect reduce the agreed upon wage.

21 36. Section 1197.1 of the *California Labor Code* states “[a]ny employer or other person acting  
22 individually as an officer, agent, or employee of another person, who pays or causes to be  
23 paid to any employee a wage less than the minimum fixed by an applicable state or local law,  
24 or by an order of the commission shall be subject to a civil penalty, restitution of wages,  
25 liquidated damages payable to the employee, and any applicable penalties pursuant to  
26 Section 203.”

27 37. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
28 CINTAS CORPORATION NO. 3, and/or DOES have had a continuous policy of not paying

1 Plaintiff and the aggrieved employees for all hours worked, including, but not limited to  
2 rounding, before “shifts” start, after “shifts” end, and/or any other time in the day when the  
3 employees were performing work tasks, subject to the control of employer and/or otherwise  
4 had work duties.

5 38. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
6 CINTAS CORPORATION NO. 3, and/or DOES have had a continuous policy of not paying  
7 Plaintiff and the aggrieved employees at their regular rate for all hours worked. Specifically,  
8 Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
9 CINTAS CORPORATION NO. 3, and/or DOES have had a continuous and consistent policy  
10 of forcing Plaintiff LISA PARAMO and the aggrieved employees to clock out for a thirty  
11 (30) minute meal period, even though Plaintiff and all aggrieved employees work through  
12 their meal periods. Thus, CINTAS CORPORATE SERVICES, INC., CINTAS  
13 CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES shaves/steals  
14 earned wages from Plaintiff and each and every aggrieved employee every day they work  
15 without a meal period and have time deducted.

16 39. Plaintiff and aggrieved employees are informed and believe and thereon allege that CINTAS  
17 CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS  
18 CORPORATION NO. 3, and/or DOES breached the legal duty to pay full wages to Plaintiff  
19 and the aggrieved employees by deducting a portion of the wages earned when Plaintiff and  
20 the aggrieved employees worked through their meal periods.

21 40. Plaintiff and the aggrieved employees were employed by Defendants CINTAS  
22 CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS  
23 CORPORATION NO. 3, and/or DOES at all relevant times. Defendants CINTAS  
24 CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS  
25 CORPORATION NO. 3, and/or DOES were required to compensate Plaintiff and the  
26 aggrieved employees for all hours worked and were prohibited from making deductions that  
27 had the effect of reducing the agreed upon wage.

28 41. Plaintiff and aggrieved employees are entitled to be paid the minimum wage for all time

1 worked. Plaintiff LISA PARAMO and aggrieved employees were not paid for all time  
2 worked. By failing to pay for all work performed, Defendants CINTAS CORPORATE  
3 SERVICES, INC.'s, CINTAS CORPORATION NO. 2's, CINTAS CORPORATION NO.  
4 3's, and/or DOES' compensation to Plaintiff and the aggrieved employees drops below the  
5 amount they were entitled to be compensated for as a result of their work for CINTAS  
6 CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS  
7 CORPORATION NO. 3, and/or DOES. Accordingly, CINTAS CORPORATE SERVICES,  
8 INC., CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES  
9 failed to pay Plaintiffs and aggrieved employees the legal minimum wage for all time  
10 worked.

11 42. Plaintiffs and the aggrieved employees have suffered, and continue to suffer, substantial  
12 unpaid wages, and lost interest on such wages, and expenses.

13 43. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
14 CINTAS CORPORATION NO. 3, and/or DOES committed the acts alleged herein  
15 knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and  
16 the aggrieved employees. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS  
17 CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES acted with malice  
18 or in conscious disregard of Plaintiff's and the aggrieved employees' rights.

19 44. These claims are on behalf of Plaintiff, all hourly non-exempt service sales representatives,  
20 delivery drivers, loaders, unloaders, and/or similar job designations and titles or similarly  
21 aggrieved non-exempt employees of CINTAS CORPORATE SERVICES, INC., CINTAS  
22 CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES.

23 45. Plaintiff, as a former "non-exempt" employee of Defendants CINTAS CORPORATE  
24 SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3,  
25 and/or DOES' who Defendants CINTAS CORPORATE SERVICES, INC., CINTAS  
26 CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES failed to pay all  
27 wages, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff  
28 has satisfied all prerequisites to serve as a representative of the general public to enforce



1 California's labor laws, and the penalty provisions identified in *Labor Code* section 2699.5.

2 46. Plaintiff, as a representative of the people of the State of California, will seek all penalties  
3 otherwise capable of being collected by the Labor Commission and/or the Department of  
4 Labor Standards Enforcement (DLSE). This includes each of the following, as set forth in  
5 *Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged  
6 violation of the following provisions: sections 510, 558, 1194, 1197, 1197.1.

7 47. *Labor Code* section 558 provides for civil penalties for violations of *Labor Code* sections  
8 500 through 558 or any provision regulating hours and days of work in any Wage Order. The  
9 civil penalty is fifty dollars (\$50.00) for the initial violation and one hundred dollars  
10 (\$100.00) for each subsequent violation for each underpaid employee in addition to "an  
11 amount sufficient to recover underpaid wages." *Cal. Labor Code* § 558. The wages  
12 recovered are to be paid to the affected employee.

13 48. Plaintiff, as a personal representative of the general public, will and does seek to recover all  
14 penalties for each and every violation shown to exist or to have occurred under *Labor Code*  
15 section 558 during the one (1) year period before Plaintiff filed Notice with the LWDA of his  
16 intent to bring this action, in an amount according to proof. Plaintiff also seeks to recover up  
17 to three (3) years of underpaid wages under *Labor Code* section 558 that will be distributed  
18 to the affected employees.

19 49. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of  
20 herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one  
21 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial  
22 violation per *Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each  
23 aggrieved employee per pay period for each subsequent violation, per *Labor Code* section  
24 2699(f)(2).

25 **SECOND CAUSE OF ACTION AGAINST DEFENDANTS AND/DOES: Violation of the**  
26 **Private Attorneys General Act of 2004 (PAGA) for Failure to Pay All Overtime Wages Owed**

27 50. California Labor Code section 510 states that eight hours of labor constitutes a day's work.  
28 Any work in excess of eight hours in one workday and any work in excess of 40 hours in any

1 one workweek and the first eight hours worked on the seventh day of work in any one  
2 workweek shall be compensated at the rate of no less than one and one-half times the regular  
3 rate of pay for an employee.

4 51. California Labor Code section 510 dictates that any work in excess of 12 hours in one day  
5 shall be compensated at the rate of no less than twice the regular rate of pay for an employee.  
6 In addition, any work in excess of eight hours on any seventh day of a workweek shall be  
7 compensated at the rate of no less than twice the regular rate of pay of an employee.

8 52. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
9 CINTAS CORPORATION NO. 3, and/or DOES failed to pay overtime when employees  
10 worked over eight (8) hours per day and when employees worked over 40 hours per week.

11 53. Plaintiff LISA PARAMO and the aggrieved employees have suffered, and continue to suffer,  
12 substantial unpaid wages, and lost interest on such wages, and expenses.

13 54. These claims are on behalf of Plaintiff LISA PARAMO, all hourly non-exempt service sales  
14 representatives, delivery drivers, loaders, unloaders, and/or similar job designations and titles  
15 or similarly aggrieved non-exempt employees of Defendants CINTAS CORPORATE  
16 SERVICES, INC., CINTAS CORPORATION NO. 2, AND CINTAS CORPORATION NO.  
17 3 and/or DOES.

18 55. Plaintiff LISA PARAMO, as a representative of the people of the State of California, will  
19 seek all penalties otherwise capable of being collected by the Labor commission and/or the  
20 Department of Labor Standards Enforcement (DLSE) for violations of California Labor Code  
21 section 510.

22 56. Plaintiff, as a representative of the people of the State of California, will seek all penalties  
23 otherwise capable of being collected by the Labor Commission and/or the DLSE. This  
24 includes each of the following, as set forth in *Labor Code* section 2699.5, which provides  
25 that Section 2699.3(a) applies to any alleged violation of the following provisions: sections  
26 226.7, 512 and 518.

27 57. *Labor Code* section 558 provides for civil penalties for violations of *Labor Code* sections  
28 500 through 558 or any provision regulating hours and days of work in any Wage Order. The

1 civil penalty is fifty dollars (\$50.00) for the initial violation and one hundred dollars  
2 (\$100.00) for each subsequent violation for each underpaid employee in addition to “an  
3 amount sufficient to recover underpaid wages.” *Cal. Labor Code* § 558. The wages  
4 recovered are to be paid to the affected employee.

5 58. Plaintiff, as a personal representative of the general public, will and does seek to recover all  
6 penalties for each and every violation shown to exist or to have occurred under *Labor Code*  
7 section 558 during the one (1) year period before Plaintiff filed Notice with the LWDA of his  
8 intent to bring this action, in an amount according to proof. Plaintiff also seeks to recover up  
9 to three (3) years of underpaid wages under *Labor Code* section 558, which will be  
10 distributed to the affected employees.

11 59. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of  
12 herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one  
13 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial  
14 violation per *Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each  
15 aggrieved employee per pay period for each subsequent violation, per *Labor Code* section  
16 2699(f)(2).

17 **THIRD CAUSE OF ACTION AGAINST DEFENDANTS AND/DOES: Violation of the**  
18 **Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Meal Periods**  
19 **(California Labor Code §2698 et. seq.).**

20 60. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint  
21 herein as if fully plead.

22 61. Under *California Labor Code* section 512, and IWC Wage Order 9-2001, no employer shall  
23 employ any person for a work period of more than five (5) hours without providing a meal  
24 period of not less than thirty (30) minutes. During this meal period of not less than thirty (30)  
25 minutes, the employee is to be completely free of the employer’s control and must not  
26 perform any work for the employer. If the employee does perform work for the employer  
27 during the thirty (30) minute meal period, the employee has not been provided a meal period  
28 in accordance with the law. Also, the employee is to be compensated for any work performed

1 during the thirty (30) minute meal period.

2 62. In addition, an employer may not employ an employee for a work period of more than ten  
3 (10) hours per day without providing the employee with another meal period of not less than  
4 thirty (30) minutes.

5 63. Under *California Labor Code* section 226.7, if the employer does not provide an employee a  
6 meal period in accordance with the above requirements, the employer shall pay the employee  
7 one (1) hour of pay at the employee's regular rate of compensation for each workday that the  
8 meal period is not provided.

9 64. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
10 CINTAS CORPORATION NO. 3, and/or DOES have a consistent policy and/or practice of  
11 not providing meal periods to Plaintiff and all aggrieved employees and/or providing  
12 compensation in lieu thereof. Specifically, Plaintiff LISA PARAMO and the aggrieved  
13 employees remained subject to the control of their employer throughout the meal period.

14 65. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
15 CINTAS CORPORATION NO. 3, and/or DOES have a consistent policy and/or practice of  
16 requiring Plaintiff and the aggrieved employees within the State of California, to work at  
17 least five (5) hours without a meal period and failing to pay such employees one (1) hour of  
18 pay at the employees' regular rate of compensation for each workday that the meal period is  
19 not provided, or other compensation in lieu thereof, as required by California's state wage  
20 and hour laws.

21 66. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
22 CINTAS CORPORATION NO. 3, and/or DOES have a consistent policy and/or practice of  
23 not providing meal periods to Plaintiff and all aggrieved employees and/or providing  
24 compensation in lieu thereof. Specifically, Defendants CINTAS CORPORATE SERVICES,  
25 INC.'s, CINTAS CORPORATION NO. 2's, CINTAS CORPORATION NO. 3's, and/or  
26 DOES' have a consistent policy and/or practice and/or business model of assigning more  
27 work than could reasonable be completed in Plaintiff LISA PARAMO's and the aggrieved  
28 employees' assigned shifts, work, and/or route. The result of this consistent policy and/or

1 practice and/or business model is that Plaintiff LISA PARAMO and the aggrieved employees  
2 routinely and regularly are forced to eat their meals while driving and/or while working their  
3 routes.

4 67. By failing to provide statutory first and/or second meal periods, and by failing to provide  
5 compensation for unprovided meal periods, as alleged above, Defendants CINTAS  
6 CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS  
7 CORPORATION NO. 3, and DOES willfully violated the provisions of the Labor Code  
8 section 226.7 and 512, and IWC Wage Order No. 9-2001.

9 68. These claims are on behalf of Plaintiff LISA PARAMO, all hourly non-exempt service sales  
10 representatives, delivery drivers, loaders, unloaders, and/or similar job designations and titles  
11 or similarly aggrieved non-exempt employees of CINTAS CORPORATE SERVICES, INC.,  
12 CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES.

13 69. Plaintiff LISA PARAMO was a non-exempt employee who unlawfully was deprived of first  
14 and second meal periods, is an aggrieved employee with standing to bring an action under the  
15 PAGA. Plaintiff LISA PARAMO has satisfied all prerequisites to serve as a representative of  
16 the general public to enforce California's labor laws, and the penalty provisions identified in  
17 Labor Code section 2699.5 for violations of Labor Code sections 226.7 and 512.

18 70. Because of the unlawful acts of Defendants CINTAS CORPORATE SERVICES, INC.,  
19 CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES,  
20 Plaintiff and the other aggrieved employees have been deprived of premium wages and/or  
21 other compensation in amounts to be determined at trial, and are entitled to recovery of such  
22 amounts, plus interest, attorneys' fees, and costs.

23 71. During the relevant time period, Plaintiff and the other aggrieved employees who were  
24 scheduled to work for a period of time in excess of six (6) hours were required to work for  
25 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty  
26 (30) minutes.

27 72. During the relevant time period, Plaintiff and the aggrieved employees who were scheduled  
28 to work for a period of time in excess of ten (10) hours and/or (12) hours, and who did not

1 waive their legally-mandated meal periods by mutual consent were required to work in  
2 excess of ten (10) hours and/or twelve (12) hours without receiving a second uninterrupted  
3 meal period of not less than thirty (30) minutes.

4 73. During the relevant time period, Defendants CINTAS CORPORATE SERVICES, INC.,  
5 CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES failed to  
6 pay Plaintiff and the other aggrieved employees the full meal period premium due pursuant  
7 to *California Labor Code* section 226.7.

8 74. Defendants CINTAS CORPORATE SERVICES, INC.'s, CINTAS CORPORATION NO.  
9 2's, CINTAS CORPORATION NO. 3's, and/or DOES' conduct violates applicable IWC  
10 Wage Order 9-2001 and *California Labor Code* sections 226.7 and 512(a).

11 75. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal  
12 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff  
13 has satisfied all prerequisites to serve as a representative of the general public to enforce  
14 California's labor laws, and the penalty provisions identified in *Labor Code* section 2699.5.

15 76. Plaintiff, as a representative of the people of the State of California, will seek all penalties  
16 otherwise capable of being collected by the Labor Commission and/or the DLSE. This  
17 includes each of the following, as set forth in *Labor Code* section 2699.5, which provides  
18 that Section 2699.3(a) applies to any alleged violation of the following provisions: sections  
19 226.7, 512 and 518.

20 77. *Labor Code* section 558 provides for civil penalties for violations of *Labor Code* sections  
21 500 through 558 or any provision regulating hours and days of work in any Wage Order. The  
22 civil penalty is fifty dollars (\$50.00) for the initial violation and one hundred dollars  
23 (\$100.00) for each subsequent violation for each underpaid employee in addition to "an  
24 amount sufficient to recover underpaid wages." *Cal. Labor Code* § 558. The wages  
25 recovered are to be paid to the affected employee.

26 78. Plaintiff, as a personal representative of the general public, will and does seek to recover any  
27 and all penalties for each and every violation shown to exist or to have occurred under *Labor*  
28 *Code* section 558 during the one (1) year period before Plaintiff filed Notice with the LWDA

1 of his intent to bring this action, in an amount according to proof. Plaintiff also seeks to  
2 recover up to three (3) years of underpaid wages under *Labor Code* section 558, which will  
3 be distributed to the affected employees.

4 79. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of  
5 herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one  
6 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial  
7 violation per *Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each  
8 aggrieved employee per pay period for each subsequent violation, per *Labor Code* section  
9 2699(f)(2).

10 **FOURTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the**  
11 **Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Rest Periods (California**  
12 **Labor Code §2698 et. seq.).**

13 80. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint  
14 herein as if fully plead.

15 81. Industrial Welfare Commission Order No. 9-2001 section 12(A) states “[e]very employer  
16 shall authorize and permit all employees to take rest periods, which insofar as practicable  
17 shall be in the middle of each work week period. The authorized rest period time shall be  
18 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)  
19 hours or major fraction thereof.”

20 82. At all times mentioned here, Defendants CINTAS CORPORATE SERVICES, INC.,  
21 CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES failed to  
22 authorize and/or permit rest period time based upon the total hours worked daily at the rate of  
23 ten (10) minutes net rest time per four (4) hours or major fraction thereof.

24 83. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
25 CINTAS CORPORATION NO. 3, and/or DOES have had a consistent policy and/or practice  
26 of not providing duty free ten (10) minute paid rest periods for every four (4) hours worked,  
27 or a major fraction thereof, to Plaintiff and the other aggrieved employees.

28 84. In the alternative, Defendants CINTAS CORPORATE SERVICES, INC., CINTAS

1 CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES have a consistent  
2 policy and/or practice of requiring Plaintiff and the other aggrieved employees within the  
3 State of California, to work for over four (4) hours, or a major fraction thereof, without a ten  
4 (10) minute rest period and failing to pay such employees one (1) hour of pay at the  
5 employees' regular rate of compensation for each workday that the rest period is not  
6 provided, or other compensation, as required by California's state wage and hour laws.

7 85. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
8 CINTAS CORPORATION NO. 3, and/or DOES have a consistent policy and/or practice of  
9 not providing rest periods to Plaintiff LISA PARAMO and the aggrieved employees and/or  
10 providing compensation in lieu thereof. Specifically, Defendants CINTAS CORPORATE  
11 SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3,  
12 and/or DOES implemented a business model that assigned more work to Plaintiff LISA  
13 PARAMO and the aggrieved employees than could reasonably be completed in their  
14 assigned shift, work, and/or route.

15 86. As a result, Defendants CINTAS CORPORATE SERVICES, INC.'s, CINTAS  
16 CORPORATION NO. 2's, CINTAS CORPORATION NO. 3's, and/or DOES' non-exempt  
17 employees routinely and regularly are forced to work through their rest periods.

18 87. Based on Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION  
19 NO. 2, CINTAS CORPORATION NO. 3, and/or DOES demanding route policies, Plaintiff  
20 LISA PARAMO and the aggrieved employees routinely worked through their rest periods  
21 which compromised the health and welfare of, not only Plaintiff LISA PARAMO and the  
22 aggrieved employees, but all members of the general public.

23 88. By failing to provide rest periods for every four (4) hours or major fraction thereof worked  
24 per day by non-exempt employees, and by failing to provide compensation for these  
25 unprovided periods, as alleged above, Defendants CINTAS CORPORATE SERVICES,  
26 INC., CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES  
27 willfully violated the provisions of Labor Code section 226.7.

28 89. These claims are on behalf of Plaintiff LISA PARAMO, all hourly non-exempt service sales



1 representatives, delivery drivers, loaders, unloaders, and/or similar job designations and titles  
2 or similarly aggrieved non-exempt employees of Defendants CINTAS CORPORATE  
3 SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3,  
4 and/or DOES.

5 90. Plaintiff LISA PARAMO, as a non-exempt employee who was unlawfully deprived of paid  
6 ten (10) minute rest periods, is an aggrieved employee with standing to bring an action under  
7 the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general  
8 public to enforce California's labor laws, and the penalty provisions identified in Labor Code  
9 section 2699.5 for violations of Labor Code section 226.7.

10 91. Plaintiff, as a representative of the people of the State of California, will seek all penalties  
11 otherwise capable of being collected by the Labor Commission and/or the DLSE. This  
12 includes each of the following, as set forth in *Labor Code* section 2699.5, which provides  
13 that section 2699.3(a) applies to any alleged violation of the following provisions: sections  
14 226.7 and 518.

15 92. *Labor Code* section 558 provides for civil penalties for violations of *Labor Code* sections  
16 500 through 558 or any provision regulating hours and days of work in any Wage Order. The  
17 civil penalty is fifty dollars (\$50.00) for the initial violation and one hundred dollars  
18 (\$100.00) for each subsequent violation for each underpaid employee in addition to "an  
19 amount sufficient to recover underpaid wages." *Cal. Labor Code* § 558. The wages  
20 recovered are to be paid to the affected employee.

21 93. Plaintiff, as a personal representative of the general public, will and does seek to recover any  
22 and all penalties for each and every violation shown to exist or to have occurred under *Labor*  
23 *Code* section 558 during the one (1) year period before Plaintiff filed Notice with the LWDA  
24 of his intent to bring this action, in an amount according to proof. Plaintiff also seeks to  
25 recover up to three (3) years of underpaid wages under Labor Code Section 558 that will be  
26 distributed to the affected employees.

27 94. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of  
28 herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one

1 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial  
2 violation per *Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each  
3 aggrieved employee per pay period for each subsequent violation, per *Labor Code* section  
4 2699(f)(2).

5 **FIFTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the**  
6 **Private Attorneys General Act of 2004 (PAGA) for Failure to Pay Wages Due at Termination**  
7 **and During Employment (California Labor Code §2698 et. seq.).**

8 95. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint  
9 herein as if fully plead.

10 96. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
11 CINTAS CORPORATION NO. 3, and/or DOES and/or their officers and/or managing  
12 agents willfully failed to pay, in a timely manner, wages owed to Plaintiff and the other  
13 aggrieved employees who left Defendants CINTAS CORPORATE SERVICES, INC.'s,  
14 CINTAS CORPORATION NO. 2's, CINTAS CORPORATION NO. 3's, and/or DOES'  
15 employ or who were terminated.

16 97. Plaintiff and/or the other aggrieved employees who ended their employment with Defendants  
17 CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS  
18 CORPORATION NO. 3, and/or DOES during the last year were entitled to be promptly paid  
19 all lawful compensation, and other premiums, as required by *Labor Code* sections 201  
20 through 203.

21 98. At all relevant times, *California Labor Code* sections 201 and 202 provide that if an  
22 employer discharges an employee, the wages earned and unpaid at the time of discharge are  
23 due and payable immediately, and if an employee quits his or her employment, his or her  
24 wages shall become due and payable no later than seventy-two (72) hours thereafter, unless  
25 the employee has given seventy-two (72) hours' notice of his or her intention to quit, in  
26 which case the employee is entitled to his or her wages at the time of quitting.

27 99. During the relevant time period, Defendants CINTAS CORPORATE SERVICES, INC.,  
28 CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES

1 intentionally and willfully failed to pay Plaintiff and the other aggrieved employees who are  
2 no longer employed by Defendants CINTAS CORPORATE SERVICES, INC., CINTAS  
3 CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES their wages, that  
4 were earned and unpaid, within seventy-two (72) hours of their leaving Defendants' and/or  
5 DOES' employ.

6 100. Defendants CINTAS CORPORATE SERVICES, INC.'s, CINTAS CORPORATION NO.  
7 2's, CINTAS CORPORATION NO. 3's, and/or DOES' failure to pay Plaintiff and the  
8 aggrieved employees who are no longer employed by Defendants CINTAS CORPORATE  
9 SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3,  
10 and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of  
11 their leaving Defendants CINTAS CORPORATE SERVICES, INC.'s, CINTAS  
12 CORPORATION NO. 2's, CINTAS CORPORATION NO. 3's, and/or DOES' employ, is in  
13 violation of *California Labor Code* sections 201 and 202.

14 101. *California Labor Code* section 203 provides that when an employer willfully fails to pay  
15 wages owed, in accordance with sections 201 and 202, the wages of the employee shall  
16 continue as a penalty from the due date thereof at the same rate until paid or until an action  
17 is commenced; but the wages shall not continue for more than thirty (30) days.

18 102. Plaintiff, as a non-exempt employee who Defendants CINTAS CORPORATE SERVICES,  
19 INC., CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES  
20 failed to pay all wages, failed to correctly calculate the regular rate of pay, failed to provide a  
21 minimum statutory first and/or second meal periods, and failed to provide paid ten (10)  
22 minute rest periods, is an aggrieved employee with standing to bring an action under the  
23 PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to  
24 enforce California's labor laws, and the penalty provisions identified in *Labor Code* section  
25 2699.5.

26 103. Plaintiff, as a representative of the people of the State of California, will seek all penalties  
27 otherwise capable of being collected by the Labor Commission and/or the Department of  
28 Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in

1 *Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged  
2 violation of the following provisions: sections 201 through 203.

3 104. These claims are on behalf of Plaintiff LISA PARAMO, all hourly non-exempt service sales  
4 representatives, delivery drivers, loaders, unloaders, and/or similar job designations and titles  
5 or similarly aggrieved non-exempt employees of Defendants CINTAS CORPORATE  
6 SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3,  
7 and/or DOES.

8 105. *Labor Code* section 558 provides for civil penalties for violations of *Labor Code* sections  
9 500 through 558 or any provision regulating hours and days of work in any Wage Order. The  
10 civil penalty is fifty dollars (\$50.00) for the initial violation and one hundred dollars  
11 (\$100.00) for each subsequent violation for each underpaid employee in addition to “an  
12 amount sufficient to recover underpaid wages.” *Cal. Labor Code* § 558. The wages  
13 recovered are to be paid to the affected employee.

14 106. Plaintiff, as a personal representative of the general public, will and does seek to recover any  
15 and all penalties for each and every violation shown to exist or to have occurred under *Labor*  
16 *Code* section 558 during the one (1) year period before Plaintiff filed Notice with the LWDA  
17 of his intent to bring this action, in an amount according to proof. Plaintiff also seeks to  
18 recover up to three (3) years of underpaid wages under *Labor Code* section 558 that will be  
19 distributed to the affected employees.

20 107. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of  
21 herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one  
22 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial  
23 violation per *Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each  
24 aggrieved employee per pay period for each subsequent violation, per *Labor Code* section  
25 2699(f)(2).

26 **SIXTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the**  
27 **Private Attorneys General Act of 2004 (PAGA) for Knowing and Intentional Failure to**  
28 **Comply with Itemized Employee Wage Statement Provisions (California Labor Code §2698 et.**

1 seq.).

2 108. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint  
3 herein as if fully plead.

4 109. Section 226(a) of the *California Labor Code* requires Defendants and/or DOES to itemize in  
5 wage statements all deductions from payment of wages and to accurately report total hours  
6 worked by Plaintiff and the other aggrieved employees. Labor Code Section 226(a) requires  
7 Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
8 CINTAS CORPORATION NO. 3, and/or DOES, at the time of each payment of wages, to  
9 “furnish each of his or her employees, either as an detachable part of the check, draft, or  
10 voucher paying the employee’s wages, or separately when wages are paid by personal check  
11 or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total  
12 hours worked by the employee...(3) the number of piece-rate units earned and any applicable  
13 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all  
14 deductions made on written orders of the employee may be aggregated and shown as one  
15 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is  
16 paid, (7) the name of the employee and only the last four digits of his or her social security  
17 number or an employee identification number other than the social security number, (8) the  
18 name and address of the legal entity that is the employer...(9) all applicable hourly rates in  
19 effect during the pay period and the corresponding number of hours worked at each hourly  
20 rate and the corresponding number of hours worked at each hourly rate by the employee....”

21 110. Labor Code Section 226, subdivision (a) also requires that “deductions made from payment  
22 of wages shall be recorded in ink or other indelible form, properly dates, showing the month,  
23 day and year, and a copy of the statement and the record of the deductions shall be kept on  
24 file by the employer for at least three years at the place of employment or at a central location  
25 within the State of California.”

26 111. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
27 CINTAS CORPORATION NO. 3, and/or DOES have knowingly and intentionally failed to  
28 comply with Labor Code section 226(a) on each and every wage statement provided to

1 Plaintiff and the other aggrieved employees.

2 112. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
3 CINTAS CORPORATION NO. 3, and/or DOES knowingly and intentionally did not include  
4 the gross wages earned on wage statements. Defendants CINTAS CORPORATE  
5 SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3,  
6 and/or DOES therefore knowingly and intentionally failed to itemize the gross wages earned  
7 on Plaintiff's and the aggrieved employees' wage statements.

8 113. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
9 CINTAS CORPORATION NO. 3, and/or DOES have knowingly and intentionally failed to  
10 comply with *Labor Code* section 226(a) on each and every wage statement provided to  
11 Plaintiff and the other aggrieved employees.

12 114. In every pay period during the period of the relevant statute of limitations, Defendants  
13 CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS  
14 CORPORATION NO. 3, and/or DOES knowingly and intentionally did not itemize the total  
15 hours worked on wage statements as Labor Code section 226, subsection (a), requires. In  
16 every pay period during the period of the relevant statute of limitations, Defendants CINTAS  
17 CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS  
18 CORPORATION NO. 3, and/or DOES knowingly and intentionally did not include the total  
19 hours worked on wage statements. Defendants CINTAS CORPORATE SERVICES, INC.,  
20 CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES  
21 therefore knowingly and intentionally failed to itemize the total hours worked on Plaintiff's  
22 and the aggrieved employees' wage statements.

23 115. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
24 CINTAS CORPORATION NO. 3, and/or DOES had a uniform policy of deducting 30-  
25 minutes each workday from Plaintiff's and the aggrieved employees' wages for meal periods,  
26 despite Plaintiff and the aggrieved employees working during and throughout the time period  
27 of the deduction. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS  
28 CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES violated the Labor

1 Code section 226, subdivision (a) requirement of itemizing all deductions from wages. As  
2 Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
3 CINTAS CORPORATION NO. 3, and/or DOES knew or had reason to know Plaintiff and  
4 the aggrieved employees worked during meal periods, Defendants CINTAS CORPORATE  
5 SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3,  
6 and/or DOES knowingly and intentionally failed to comply with Labor Code section 226,  
7 subdivision (a).

8 116. In every pay period during the period of the relevant statute of limitations, Defendants  
9 CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2, CINTAS  
10 CORPORATION NO. 3, and/or DOES knowingly and intentionally did not include the net  
11 wages earned on wage statements.

12 117. Throughout the statutory period, as a result of the knowing and intentional failure by  
13 Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION NO. 2,  
14 CINTAS CORPORATION NO. 3, and/or DOES to comply with itemized employee wage  
15 statement provisions, Plaintiff and the aggrieved employees have been able to reconstruct  
16 only a reasonable estimate of the hours worked and have, therefore, not received full  
17 compensation.

18 118. These claims are on behalf of Plaintiff, all hourly non-exempt service sales representatives,  
19 delivery drivers, loaders, unloaders, and/or similar job designations and titles or similarly  
20 aggrieved non-exempt of Defendants CINTAS CORPORATE SERVICES, INC., CINTAS  
21 CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES.

22 119. Plaintiff, as a non-exempt employee who Defendants CINTAS CORPORATE SERVICES,  
23 INC., CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES  
24 failed to provide accurate and itemized wage statements, is an aggrieved employee with  
25 standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a  
26 representative of the general public to enforce California's labor laws, and the penalty  
27 provisions identified in *Labor Code* section 2699.5.

28 120. Plaintiff, as a representative of the people of the State of California, will seek any and all

1 penalties otherwise capable of being collected by the Labor Commission and/or the  
2 DLSE. This includes each of the following, as set forth in *Labor Code* section 2699.5, which  
3 provides that section 2699.3(a) applies to any alleged violation of the following provisions:  
4 sections 226, 1174, 1199.

5 121. *Labor Code* section 558 provides for civil penalties for violations of *Labor Code* sections  
6 500 through 558 or any provision regulating hours and days of work in any Wage Order. The  
7 civil penalty is fifty dollars (\$50.00) for the initial violation and one hundred dollars  
8 (\$100.00) for each subsequent violation for each underpaid employee in addition to “an  
9 amount sufficient to recover underpaid wages.” *Cal. Labor Code* § 558. The wages  
10 recovered are to be paid to the affected employee.

11 122. Plaintiff, as a personal representative of the general public, will and does seek to recover any  
12 and all penalties for each and every violation shown to exist or to have occurred under *Labor*  
13 *Code* section 558 during the one (1) year period before Plaintiff filed Notice with the LWDA  
14 of his intent to bring this action, in an amount according to proof. Plaintiff also seeks to  
15 recover up to three (3) years of underpaid wages under *Labor Code* section 558 that will be  
16 distributed to the affected employees.

17 123. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of  
18 herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one  
19 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial  
20 violation per *Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each  
21 aggrieved employee per pay period for each subsequent violation, per *Labor Code* section  
22 2699(f)(2).

23 **SEVENTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of**  
24 **the Private Attorneys General Act of 2004 (PAGA) for Knowing and Intentional Failure to**  
25 **Reimburse Employees for Business Expenses (California Labor Code §2698 et. seq.).**

26 124. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint  
27 herein as if fully plead.

28 125. Section 2802(a) of the *Labor Code* requires “[a]n employer [to] indemnify his employee for



1 all necessary expenditures or losses incurred by the employee in consequence of the  
2 discharge of his or her duties.”

3 126. Plaintiff and the aggrieved employees are regularly contacted by Defendants CINTAS  
4 CORPORATE SERVICES, INC., CINTAS CORPORATION 2, CINTAS CORPORATION  
5 3, and/or DOES on their personal cell phones for work related communications. Plaintiff and  
6 the aggrieved employees were required to use their personal cell phones for GPS purposes  
7 while driving routes, to communicate with their supervisors via text message, and to call  
8 customers to discuss the status of shipments.

9 127. Defendants CINTAS CORPORATE SERVICES, INC., CINTAS CORPORATION 2,  
10 CINTAS CORPORATION 3, and/or DOES did not provide Plaintiff or the aggrieved  
11 employees with these cell phones and paid no portion of the cost to Plaintiff and the  
12 aggrieved employees incurred in purchasing these cell phones. Defendants CINTAS  
13 CORPORATE SERVICES, INC., CINTAS CORPORATION 2, CINTAS CORPORATION  
14 3, and/or DOES failed to pay any portion of the electricity bill Plaintiff and the aggrieved  
15 employees paid to keep their cell phones charged.

16 128. The use of a personal cell phone was a necessary expenditure for Plaintiff and the aggrieved  
17 employees in direct consequence of the discharge of their duties. By failing to provide  
18 reimbursement for these expenses, as alleged above, Defendants and/or DOES willfully  
19 violated the provisions of *Labor Code* section 2802(a).

20 129. These claims are on behalf of Plaintiff, all hourly non-exempt service sales representatives,  
21 delivery drivers, loaders, unloaders, and/or similar job designations and titles or similarly  
22 aggrieved non-exempt of Defendants CINTAS CORPORATE SERVICES, INC., CINTAS  
23 CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES.

24 130. Plaintiff, as a non-exempt employee who Defendants CINTAS CORPORATE SERVICES,  
25 INC., CINTAS CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES  
26 failed to reimburse for business expenses necessary to the discharge of his duties, is an  
27 aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all  
28 prerequisites to serve as a representative of the general public to enforce California’s labor

1 laws, and the penalty provisions identified in *Labor Code* section 2699.5.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays  
4 for relief and judgment against Defendants CINTAS CORPORATE SERVICES, INC., CINTAS  
5 CORPORATION NO. 2, CINTAS CORPORATION NO. 3, and/or DOES, jointly and severally, as  
6 follows:

- 7 A. For penalties as provided, per each violation, by the PAGA, *Labor Code* section 2699, et.  
8 seq. for failure to provide compliant meal periods;
- 9 B. For an amount sufficient to recover up to three (3) years of underpaid wages to those  
10 employees who were underpaid wages due to failure to provide compliant meal periods  
11 pursuant to *Labor Code* section 558;
- 12 C. For all statutory penalties provided under *Labor Code* section 558, including fifty (50)  
13 dollars for the initial violation and one-hundred (100) dollars for each subsequent violation  
14 for each pay period during which an employee was underpaid due to failure to provide  
15 compliant meal periods;
- 16 D. For penalties as provided, per each violation, by the PAGA, *Labor Code* section 2699, et.  
17 seq. for failure to provide all rest periods;
- 18 E. For an amount sufficient to recover up to three (3) years of underpaid wages to those  
19 employees who were underpaid wages due to failure to provide paid rest periods pursuant to  
20 *Labor Code* section 558;
- 21 F. For all statutory penalties provided under *Labor Code* section 558, including fifty (50)  
22 dollars for the initial violation and one-hundred (100) dollars for each subsequent violation  
23 for each pay period during which an employee was underpaid due to failure to provide paid  
24 rest periods;
- 25 G. For penalties as provided, per each violation, by the PAGA, *Labor Code* section 2699, et.  
26 seq. for failure to timely pay wages at separation;
- 27 H. For penalties as provided, per each violation, by the PAGA, *Labor Code* section 2699, et.  
28 seq. for failure to provide compensation at the regular and overtime rate for all time worked;

- 1 I. For an amount sufficient to recover up to three (3) years of underpaid wages to those
- 2 employees who were underpaid wages due to failure to provide compensation at the regular
- 3 and overtime rate for all time worked pursuant to *Labor Code* section 558;
- 4 J. For all statutory penalties provided under *Labor Code* section 558, including fifty (50)
- 5 dollars for the initial violation and one-hundred (100) dollars for each subsequent violation
- 6 for each pay period during which an employee was underpaid due to failure to provide
- 7 compensation at the regular and overtime rate for all time worked;
- 8 K. For penalties as provided, per each violation, by the PAGA, *Labor Code* section 2699, et.
- 9 seq. for failure to provide compensation at the minimum wage;
- 10 L. For an amount sufficient to recover up to three (3) years of underpaid wages to those
- 11 employees who were underpaid wages due to failure to provide compensation at the
- 12 minimum wage pursuant to *Labor Code* section 558;
- 13 M. For all statutory penalties provided under *Labor Code* section 558, including fifty (50)
- 14 dollars for the initial violation and one-hundred (100) dollars for each subsequent violation
- 15 for each pay period during which an employee was underpaid due to failure to provide
- 16 compensation at the minimum wage;
- 17 N. For penalties as provided, per each violation, by the PAGA, *Labor Code* section 2699, et.
- 18 seq. for failure to provide accurate, itemized wage statements;
- 19 O. For penalties as provided, per each violation, by the PAGA, *Labor Code* section 2699, et.
- 20 seq. for failure to reimburse expenses in discharging duties;
- 21 P. For reasonable attorneys' fees and costs under the PAGA, *Labor Code* section 2699(g)(1).

**DEMAND FOR JURY TRIAL**

23 Plaintiff demands a jury trial.

24 **THE TURLEY & MARA LAW FIRM, APLC**

25 Date: October 10, 2017

26 Signed: \_\_\_\_\_  
 27 William Turley, Esq.  
 28 David Mara, Esq.  
 Attorneys for Plaintiff  
 LISA PARAMO on behalf of herself and all  
 others similarly situated, and on behalf of the  
 general public

EXHIBIT 2

SUM-100

**SUMMONS  
(CITACION JUDICIAL)**

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

Cintas Corporate Services, Inc.; Cintas Corporation No. 2; Cintas Corporation No. 3 and DOES 1-100

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

LISA PARAMO on behalf of <sup>herself</sup> ~~himself~~, all others similarly situated, and on behalf of the general public

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

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

OCT 16 2017

BY Paula Rogers  
Paula Rogers 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 puede 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.

The name and address of the court is:  
(El nombre y dirección de la corte es): San Bernardino  
247 West Third Street  
San Bernardino, CA 92415

CASE NUMBER:  
(Número del Caso): CIVDS 1719941

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):  
William Turley, Esq./The Turley & Mara Law Firm, APLC, 7428 Trade Street, San Diego, CA 92121 (619) 234-2828

DATE: OCT 16 2017 Clerk, by Paula Rogers, Deputy  
(Fecha) (Secretario) (Adjunto)

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



- NOTICE TO THE PERSON SERVED:** You are served
- as an individual defendant.
  - as the person sued under the fictitious name of (specify):
  - on behalf of (specify):
 

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
  - by personal delivery on (date):

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): William Turley, Esq. (SBN 122408) The Turley & Mara Law Firm, APLC 7428 Trade Street San Diego, CA 92121 TELEPHONE NO.: (619) 234-2833 FAX NO.: (619) 234-4048 ATTORNEY FOR (Name): Plaintiff,	FOR COURT USE ONLY  <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT  OCT 16 2017  BY <u>Paula Rogers</u> Paula Rogers DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino STREET ADDRESS: 247 West Third Street MAILING ADDRESS: CITY AND ZIP CODE: San Bernardino, CA 92415 BRANCH NAME:	CASE NAME: Lisa Paramo v. Cintas Corporate Services, Inc.; Cintas Corporation No. 2
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less) <input type="checkbox"/> <b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: CIVDS 1719941  JUDGE:  DEPT:

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

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

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PIPD/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 PIPD/WD (23) <b>Non-PIPD/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-PIPD/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 type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input 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 type="checkbox"/> Substantial postjudgment judicial supervision
--	---

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

4. Number of causes of action (specify):

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: 10/16/2017  
 Matthew Crawford, Esq.

**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.

BY FAX

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

CIVDS 1719941

LISA PARAMO

CASE NO.:

VS.

CERTIFICATE OF ASSIGNMENT

Cintas Corporate Services, Inc.; Cintas Corporation No. 2; Cintas Corporation No. 3

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

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

checked reason:

- General Collection

- Nature of Action Ground
1. Adoption Petitioner resides within the district
2. Conservator Petitioner or conservatee resides within the district.
3. Contract Performance in the district is expressly provided for.
4. Equity The cause of action arose within the district.
5. Eminent Domain The property is located within the district.
6. Family Law Plaintiff, defendant, petitioner or respondent resides within the district.
7. Guardianship Petitioner or ward resides within the district or has property within the district.
8. Harassment Plaintiff, defendant, petitioner or respondent resides within the district.
9. Mandate The defendant functions wholly within the district.
10. Name Change The petitioner resides within the district.
11. Personal Injury The injury occurred within the district.
12. Personal Property The property is located within the district.
13. Probate Decedent resided or resides within the district or had property within the district.
14. Prohibition The defendant functions wholly within the district.
15. Review The defendant functions wholly within the district.
16. Title to Real Property The property is located within the district.
17. Transferred Action The lower court is located within the district.
18. Unlawful Detainer The property is located within the district.
19. Domestic Violence The petitioner, defendant, plaintiff or respondent resides within the district.
20. Other Employment
21. THIS FILING WOULD NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT

BY FAX

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

CINTAS ONTARIO 2150 S. PROFORMA AVE
NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR ADDRESS
ONTARIO CA 91761
CITY STATE ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on 10/16/2017 at The Turley & Mara Law Firm, APLC, 7428 Trade Street, San Diego, California

[Signature]
Signature of Attorney/Party

CERTIFICATE OF ASSIGNMENT

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

**THE SAN BERNARDINO COUNTY COMPLEX LITIGATION PROGRAM**

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

**DEFINITION OF COMPLEX LITIGATION**

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

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

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

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

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



GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM

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

CASES ASSIGNED TO THE COMPLEX LITIGATION DEPARTMENT

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

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

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

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

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

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

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

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

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

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

**C. Other Cases Assigned to the Complex Litigation Department**

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

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

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

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

**REFERRAL TO THE COMPLEX LITIGATION DEPARTMENT BY OTHER DEPARTMENTS**

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

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

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

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

**GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM**

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

**STAY OF DISCOVERY PENDING THE INITIAL CASE MANAGEMENT CONFERENCE**

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

**OBLIGATION TO CONFER BEFORE THE INITIAL CASE MANAGEMENT CONFERENCE**

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

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

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

**GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM**

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

**THE INITIAL CASE MANAGEMENT CONFERENCE**

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

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

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

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

**CASE MANAGEMENT ORDERS**

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

**GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM**

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

**FURTHER CASE MANAGEMENT CONFERENCES**

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

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

**VOLUNTARY SETTLEMENT CONFERENCES**

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

**MANDATORY SETTLEMENT CONFERENCES**

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

**GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM**

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

**MANAGEMENT OF CLASS ACTIONS**

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

**OBLIGATION TO MEET AND CONFER REGARDING MOTIONS**

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

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

**FORMAT OF PAPERS FILED IN CONNECTION WITH MOTIONS**

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

**ELECTRONIC SERVICE AND DOCUMENT DEPOSITORY**

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

**INFORMAL DISCOVERY CONFERENCES**

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

**GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM**

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

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

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

**CONFIDENTIAL DOCUMENT AND PROTECTIVE ORDERS**

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

**THE PRETRIAL CONFERENCE**

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

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

**GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM**

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

**THE TRIAL READINESS CONFERENCE**

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

**TRIALS**

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

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

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



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

SAN BERNARDINO JUSTICE CENTER  
247 W. 3RD ST  
SAN BERNARDINO, CA 92415-0230

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

OCT 16 2017 CASE NO: CIVDS1719941

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

----- APPEARANCE IS MANDATORY Paula Rogers is Finalized -----  
DEPUTY

Appearance Date: 12/28/17 Time: 8:30 Dept: S26

IN RE: PARAMO -V- CINTAS CORPORATE SVCS, INC., ET AL

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

PLEASE TAKE NOTICE, that the above-entitled case has been set for a Case Management Conference on 12/28/17 at 8:30 in Department S26. You must appear at this hearing or your case may be dismissed and monetary penalties may be imposed.

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

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

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

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

A COPY OF THIS NOTICE MUST BE SERVED ON THE RESPONDENT

Nancy Eberhardt, Interim Court Executive Officer

Date: 10/16/17

By: PAULA ROGERS

CERTIFICATE OF SERVICE

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

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

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

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

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

DATE OF MAILING: 10/16/17

I declare under penalty of perjury that the foregoing is true and correct. Executed on 10/16/17 at San Bernardino, CA By: PAULA ROGERS

EXHIBIT 3

COPY

1 SQUIRE PATTON BOGGS (US) LLP  
2 Michael W. Kelly (State Bar # 214038)  
3 michael.kelly@squirepb.com  
4 Michelle M. Full (State Bar # 240973)  
5 michelle.full@squirepb.com  
6 Suzanne S. Orza (State Bar # 312906)  
7 suzy.orza@squirepb.com  
8 275 Battery Street, Suite 2600  
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10 Telephone: +1 415 954 0200  
11 Facsimile: +1 415 393 9887

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
DEC 12 2017  
BY *Jessica Garcez* DEPUTY  
Jessica Garcez

12 Attorneys for Defendant  
13 CINTAS CORPORATION NO. 3

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF SAN BERNARDINO

SQUIRE PATTON BOGGS (US) LLP  
275 Battery Street, Suite 2600  
San Francisco, California 94111

16 LISA PARAMO, on behalf of herself and all  
17 others similarly situated, an on behalf of the  
18 general public,,  
19

20 Plaintiff,

21 v.

22 CINTAS CORPORATE SERVICES, INC.;  
23 CINTAS CORPORATION NO. 2; CINTAS  
24 CORPORATION NO. 3; and DOES 1-100,  
25

26 Defendants.  
27  
28

Case No. CIVDS 1719941

**NOTICE OF CONTINUANCE OF  
INITIAL CASE MANAGEMENT  
CONFERENCE**

**Old Date: December 28, 2017**  
**New Date: February 7, 2018**

Date Action Filed: October 16, 2017

1 PLEASE TAKE NOTICE that pursuant to agreement of the parties and the court, the Case  
2 Management Conference scheduled for December 28, 2017 has been continued to **February 7,**  
3 **2018** at 8:30 a.m. in Department S26 of the above-entitled court located at the San Bernardino  
4 Justice Center, 247 West Third Street, San Bernardino, California 92415.

5  
6 Dated: December 12, 2017

SQUIRE PATTON BOGGS (US) LLP



7  
8  
9 By: \_\_\_\_\_

Michael W. Kelly  
Michelle M. Full  
Suzanne S. Orza

10  
11 Attorneys for Defendant  
CINTAS CORPORATION NO. 3

SQUIRE PATTON BOGGS (US) LLP  
275 Battery Street, Suite 2000  
San Francisco, California 94111

**PROOF OF SERVICE**  
(Pursuant to California State Law)

The undersigned certifies and declares as follows:

I am a resident of the State of California and over 18 years of age and am not a party to this action. My business address is 275 Battery Street, Suite 2600, San Francisco, California 94111, which is located in the county where any non-personal service described below took place.

On December 12, 2017, a copy of the following document(s):

**NOTICE OF CONTINUANCE OF INITIAL CASE MANAGEMENT CONFERENCE**

was served on:

**Attorneys for Plaintiff, Lisa Paramo**

William Turley, Esq.

Jill Vecchi, Esq.

Matthew Crawford, Esq.

The Turley & Mara Law Firm, APLC

7828 Trade Street

San Diego, CA 92121

Tel: (619) 234-2838

Fax: (619) 234-4048

Email: wturley@turleylaw.com;

jvecchi@turleylawfirm.com

mcrawford@turleylawfirm.com

Service was accomplished as follows.



**By U.S. Mail, According to Normal Business Practices.** On the above date, at my place of business at the above address, I sealed the above document(s) in an envelope addressed to the above, and I placed that sealed envelope for collection and mailing following ordinary business practices, for deposit with the U.S. Postal Service. I am readily familiar with the business practice at my place of business for the collection and processing of correspondence for mailing with the U.S. Postal Service. Correspondence so collected and processed is deposited the U.S. Postal Service the same day in the ordinary course of business, postage fully prepaid.

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

Executed on December 12, 2017, at San Francisco, California.



KC Davis

COPY

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

JAN -4 2018

BY Leanne M. Landeros  
LEANNE M. LANDEROS, DEPUTY

1 SQUIRE PATTON BOGGS (US) LLP  
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11 Facsimile: +1 415 393 9887

12 Attorneys for Defendant  
13 CINTAS CORPORATION NO. 3

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF SAN BERNARDINO

16 LISA PARAMO, on behalf of herself and all  
17 others similarly situated, and on behalf of the  
18 general public,

19 Plaintiff,

20 v.

21 CINTAS CORPORATE SERVICES, INC.;  
22 CINTAS CORPORATION NO. 2; CINTAS  
23 CORPORATION NO. 3; and DOES 1-100,

24 Defendants.

Case No. CIVDS 1719941 FEES PD

CINTAS CORPORATION NO. 3'S  
ANSWER TO COMPLAINT

Date Action Filed: October 16, 2017

25 **TO THE COURT, AND TO PLAINTIFF AND HER ATTORNEYS OF RECORD:**

26 Defendant Cintas Corporation No. 3 ("Cintas" or "Defendant"), by and through counsel,  
27 hereby answers the allegations of the unverified Complaint ("Complaint") filed by Plaintiff Lisa  
28 Paramo ("Plaintiff") as follows:

///

///

///

SQUIRE PATTON BOGGS (US) LLP  
275 Battery Street, Suite 2600  
San Francisco, California 94111

SQUIRE PATTON BOGGS (US) LLP  
275 Battery Street, Suite 2000  
San Francisco, California 94111

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I.

**GENERAL DENIAL**

Pursuant to California Code of Civil Procedure § 431.30(d), Cintas generally and specifically denies each and every allegation of the unverified Complaint and the whole thereof, including each and every purported cause of action contained therein, and further generally and specifically denies that Plaintiff is entitled to either the relief requested therein, or to any and all sums alleged therein or to be alleged.

II.

**AFFIRMATIVE DEFENSES**

As separate, distinct and affirmative defenses to the claim on file herein and to each cause of action thereof, this answering Defendant alleges as follows:

**FIRST AFFIRMATIVE DEFENSE**

(Failure to State a Cause of Action)

The Complaint, and each purported cause of action alleged therein, fails to state facts sufficient to constitute any cause of action against Cintas.

**SECOND AFFIRMATIVE DEFENSE**

(Statute of Limitations)

The Complaint, and each purported cause of action alleged therein, is barred, in whole or in part, by the applicable statute of limitations including, but not limited to, Code of Civil Procedure sections 338 and 340 and the time limitations set forth in any applicable employment agreements or collective bargaining agreements

**THIRD AFFIRMATIVE DEFENSE**

(Failure to Exhaust Administrative Remedies)

The Complaint, and each purported cause of action alleged therein, is barred, in whole or in part, because Plaintiff has failed to exhaust all necessary administrative remedies as required by Labor Code section 2699.3.

///

///

1 **FOURTH AFFIRMATIVE DEFENSE**

2 (Estoppel)

3 The Complaint is barred because any of the conduct of Cintas or its agents which is  
4 alleged to be unlawful was taken as a result of conduct by Plaintiff, and Plaintiff is thus estopped  
5 from asserting any of the current causes of action against Cintas.

6 **FIFTH AFFIRMATIVE DEFENSE**

7 (Laches)

8 Plaintiff unreasonably delayed in providing notice and in commencing and prosecuting  
9 this action which caused unfair prejudice to Cintas, barring any recovery against Cintas under the  
10 equitable doctrine of laches.

11 **SIXTH AFFIRMATIVE DEFENSE**

12 (Waiver)

13 The Complaint is barred because Plaintiff has waived her right to relief.

14 **SEVENTH AFFIRMATIVE DEFENSE**

15 (Unclean Hands)

16 The Complaint is barred because Plaintiff has been guilty of improper and/or wrongful  
17 conduct regarding and/or connected to the matters alleged in the Complaint.

18 **EIGHTH AFFIRMATIVE DEFENSE**

19 (Mitigation)

20 Plaintiffs' alleged damages or injuries, if any, were aggravated by Plaintiffs' failure to use  
21 reasonable diligence to mitigate them.

22 **NINTH AFFIRMATIVE DEFENSE**

23 (Standing)

24 The Complaint, and each purported cause of action alleged therein, is barred because  
25 Plaintiffs lack standing to bring such causes of action.

26 ///

27 ///

28 ///



**TENTH AFFIRMATIVE DEFENSE**  
(Plaintiff's Claims May Be Subject to Arbitration)

Plaintiff's claims, and the claims of any person Plaintiff purports to represent, may be subject to arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*

**ELEVENTH AFFIRMATIVE DEFENSE**  
(Additional Affirmative Defenses)


Cintas presently has insufficient knowledge or information upon which it can form a belief as to whether it may have additional, as yet unknown and unstated, affirmative defenses. Cintas reserves the right to amend its answer to assert such additional affirmative defenses in the event that discovery indicates that additional affirmative defenses are appropriate.

**WHEREFORE**, Defendant prays:

1. That Plaintiff's Complaint is dismissed with prejudice.
2. That Plaintiff take nothing by her Complaint or any of her causes of action therein alleged;
3. For costs herein incurred; and
4. For such other relief and further relief as this Court may deem proper.

Dated: January 4, 2018

SQUIRE PATTON BOGGS (US) LLP

By:   
 Michael W. Kelly  
 Michelle M. Full  
 Suzanne S. Orza

Attorneys for Defendant  
CINTAS CORPORATION NO. 3

SQUIRE PATTON BOGGS (US) LLP  
275 Battery Street, Suite 2000  
San Francisco, California 94111

**PROOF OF SERVICE**  
(Pursuant to California State Law)

The undersigned certifies and declares as follows:

I am a resident of the State of California and over 18 years of age and am not a party to this action. My business address is 275 Battery Street, Suite 2600, San Francisco, California 94111, which is located in the county where any non-personal service described below took place.

On December 4, 2017, a copy of the following document(s):

**CINTAS CORPORATION NO. 3'S ANSWER TO COMPLAINT**

was served on:

**Attorneys for Plaintiff, Lisa Paramo**

William Turley, Esq.

Jill Vecchi, Esq.

The Turley & Mara Law Firm, APLC

7828 Trade Street

San Diego, CA 92121

Tel: (619) 234-2838

Fax: (619) 234-4048

Email: wturley@turleylaw.com;

jvecchi@turleylawfirm.com

Service was accomplished as follows.



**By U.S. Mail, According to Normal Business Practices.** On the above date, at my place of business at the above address, I sealed the above document(s) in an envelope addressed to the above, and I placed that sealed envelope for collection and mailing following ordinary business practices, for deposit with the U.S. Postal Service. I am readily familiar with the business practice at my place of business for the collection and processing of correspondence for mailing with the U.S. Postal Service. Correspondence so collected and processed is deposited the U.S. Postal Service the same day in the ordinary course of business, postage fully prepaid.

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

Executed on December 4, 2017, at San Francisco, California.

KC Davis

SQUIRE PATTON BOGGS (US) LLP  
275 Battery Street, Suite 2600  
San Francisco, California 94111

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12 Attorneys for Defendant  
13 CINTAS CORPORATION NO. 3

14 UNITED STATES DISTRICT COURT  
15 CENTRAL DISTRICT OF CALIFORNIA

16 LISA PARAMO, on behalf of herself  
17 and all others similarly situated, and on  
18 behalf of the general public,

19 Plaintiff,

20 v.

21 CINTAS CORPORATE SERVICES,  
22 INC.; CINTAS CORPORATION NO.  
23 2; CINTAS CORPORATION NO. 3;  
24 and DOES 1-100,

25 Defendants.

Case No. 5:18-cv-20

[San Bernardino County Superior  
Court Case No. CIVDS 1719941]

**DECLARATION OF ERICA  
O'BRIEN IN SUPPORT OF  
REMOVAL TO FEDERAL  
COURT BY DEFENDANT  
CINTAS CORPORATION NO. 3**

**DECLARATION OF ERICA O'BRIEN**

I, Erica O'Brien, declare as follows:

1. I am the Senior Labor & Employment Practices Counsel at Cintas Corporation. I have been in this position for three years. I have been employed with Cintas for over eight years. Before June 2014, I held the position of Employment Practices Director for two years and I have held various other roles within the company. I am admitted to practice law in the State of Ohio and Kentucky. The matters set forth below are within my personal knowledge and, if called upon as a witness, I could and would testify competently thereto. I am authorized to make this declaration on behalf of Cintas Corporation No. 3.

2. I am familiar with the civil complaint entitled *Lisa Paramo on behalf of herself, all others similarly situated, and on behalf of the general public v. Cintas Corporate Services Inc.; Cintas Corporation No. 2; Cintas Corporation No. 3; and Does 1-100*, which is currently pending in the Superior Court of the State of California for the County of San Bernardino, assigned as Case No. CIVDS 1719941 (the "Action").

3. In my role as a Senior Labor & Employment Practices Counsel, and through my previous roles within Cintas, I am familiar with the organizational structure and corporate governance information of Cintas and its subsidiaries. Cintas Corporation No. 3 is currently, and prior to the commencement of this action was, a legal entity incorporated under the laws of Nevada, with its headquarters and principle place of business in Mason, Ohio. Through my roles at Cintas, I am also familiar with Cintas Corporation No. 3's business operations. Ohio is where the majority of its corporate books and records are located, where the majority of its executive and administrative functions are (including, but not limited to, operations, finance, accounting, human resources, payroll, marketing, legal, etc.) and where the majority of its officers and directors direct, control and coordinate the corporation's activities.

1           4.     Cintas Corporate Services, Inc. is incorporated in the state of Ohio;  
2 Cintas Corporation No. 2 is incorporated in the state of Nevada.

3           5.     To my knowledge, as of the date of filing this declaration, neither  
4 Cintas Corporate Services, Inc. nor Cintas Corporation No. 2 has been served with  
5 either the Summons, the Complaint or any other papers related to this Action.

6           6.     In my role as a Senior Labor & Employment Practices Counsel, I am  
7 also familiar with the recording, maintenance and storage of employee  
8 information, payroll information and payment history of all personnel, which is  
9 also reflected in records kept and maintained in the usual and ordinary course of  
10 business. I have access to such records. Cintas, in the ordinary, day-to-day course  
11 of its regularly conducted business activity, regularly records and maintains, in  
12 computerized database format, information regarding events as to its employees  
13 such as payroll information, payment history and information regarding dates of  
14 employment. Starting around early 2006, Cintas began using an automated system  
15 provided and serviced by a third party administrator – Aon Hewitt Associates.  
16 Cintas’ payroll, payment and employee information is regularly recorded in the  
17 database at or near the time an employee is paid and promptly after a change in the  
18 employee’s status – such as termination of employment or change in position.  
19 This information is transmitted for recordation in the computerized database from  
20 persons with knowledge, such as Cintas’ General Managers and human resources  
21 personnel at Cintas’ locations. Cintas’ General Managers and human resources  
22 personnel and other knowledgeable personnel keep this information in the course  
23 of their regularly conducted business activities. It is also the regular practice of  
24 these business activities of Cintas, its General Managers and human resources  
25 personnel and other knowledgeable personnel to report and record information  
26 regarding events as to Cintas employees such as payroll information and  
27 information regarding their dates of employment.  
28

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San Francisco, California 94111

1           7.       The automated systems and databases provided and serviced by Aon  
2 Hewitt Associates contain payroll and human resources data for Cintas' employees  
3 after April 2006, which can be used to determine for any individual employee, on a  
4 weekly basis, information about the employees' name, Social Security number,  
5 gross pay, hours, hourly pay, overtime pay, overtime hours, bonus pay, premium  
6 pay, commission pay or any other data available to Cintas about that person's pay,  
7 human resources status or benefits. These databases provided and serviced by Aon  
8 Hewitt Associates also reflect information regarding payments made for bonuses  
9 or overtime premium pay, including the date and amount paid.

10           8.       As a regular part of my job duties, I have access to Cintas' payroll and  
11 human resources databases, including those provided and serviced by Aon Hewitt.  
12 I regularly use and rely on this data within the scope of my employment. This  
13 information includes data for current and former Cintas employees, including  
14 Plaintiff Lisa Paramo. I have access to this information and have reviewed reports  
15 generated from information contained in the database of current and former  
16 employees.

17           9.       Plaintiff Lisa Paramo was employed by Cintas at Location 150, which  
18 is located in Ontario, California. During her employment, Ms. Paramo provided  
19 information indicating that her permanent residence and domicile is and was within  
20 the State of California, and her wage statements and tax withholding information  
21 reflects a permanent residence in California. Ms. Paramo's individual payroll data  
22 reflects that her average hourly rate was approximately \$30.10 for the "relevant"  
23 time period (assuming a three-year statute of limitations) between October 16, 2014  
24 and her termination on September 20, 2016. During this time, she worked  
25 approximately 97 total work weeks and was paid weekly. During the most recent  
26 year of the relevant period (between October 16, 2015 through her termination on  
27 September 20, 2016, Ms. Paramo worked approximately 46 work weeks.  
28

1 I declare under penalty of perjury under the laws of the United States of  
2 America that the foregoing is true and correct. Executed on January 3, 2017,  
3 in Mason, Ohio.

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5   
6 ERICA O'BRIEN

7 010-8549-6903/1/AMERICAS  
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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Cintas Corporate Services Sued Over Potential Labor Law Violations](#)

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