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14 CHARTER COMMUNICATIONS, LLC and
15 CHARTER COMMUNICATIONS, INC.

16 UNITED STATES DISTRICT COURT
17 SOUTHERN DISTRICT OF CALIFORNIA

18 JUSTIN M. SONICO, individually and
19 on behalf of all others similarly situated,

20 Plaintiff,

21 vs.

22 CHARTER COMMUNICATIONS,
23 LLC, a Delaware Limited Liability
24 Company, CHARTER
25 COMMUNICATION, INC., dba
26 CHARTER COMMUNICATIONS
27 (CCI), INC., a Delaware Corporation,
28 and DOES 1-50, Inclusive,

Defendants.

Case No. **'19CV1842 BEN LL**

[San Diego Superior Court Case No.
37-2019-00044218-CU-OE-CTL]

**NOTICE OF REMOVAL UNDER
THE CLASS ACTION FAIRNESS
ACT ("CAFA"), 28 U.S.C §§ 1441,
1446, AND 1453**

State Action Filed: August 21, 2019

State Action Served: August 26,
2019

1 **TO THE CLERK OF THE UNITED STATES DISTRICT COURT,**
2 **SOUTHERN DISTRICT OF CALIFORNIA AND TO PLAINTIFF AND HIS**
3 **ATTORNEYS OF RECORD:**

4 **PLEASE TAKE NOTICE THAT** pursuant to 28 U.S.C. §§ 1331, 1441(a)
5 and (b), and 1446, Defendants Charter Communications, LLC and Charter
6 Communications, Inc. (“Defendants” or “Charter”), hereby remove to this Court the
7 above-entitled action, pending as Case No. 37-2019-00044218-CU-OE-CTL in the
8 Superior Court of the State of California for the County of San Diego (the “State
9 Court Action”).

10 **I. INTRODUCTION**

11 1. This case is properly removed to this Court pursuant to 28 U.S.C. §§
12 1441, 1446, and 1453 because (i) the aggregate number of putative class members
13 is 100 or greater; (ii) diversity of citizenship exists between one or more Plaintiffs
14 and one or more Defendants; and (iii) the amount placed in controversy by the
15 Complaint exceeds, in the aggregate, \$5 million, exclusive of interests and costs. 28
16 U.S.C. §§ 1332(d)(2), 1332(d)(5)(B), and 1453.

17 **II. PROCEDURAL BACKGROUND**

18 2. On August 21, 2019, Plaintiff Justin M. Sonico (“Plaintiff”) filed an
19 unverified putative class action complaint for damages in the Superior Court of the
20 State of California, County of San Diego, entitled JUSTIN M. SONICO,
21 individually and on behalf of all others similarly situated, vs. CHARTER
22 COMMUNICATIONS, LLC, a Delaware Limited Liability Company, CHARTER
23 COMMUNICATION, INC., dba CHARTER COMMUNICATIONS (CCI), INC., a
24 Delaware Corporation, and DOES 1-50, Inclusive, Case No. 37-2019-00044218-
25 CU-OE-CTL (the “Complaint”).

26 3. On August 26, 2019, Plaintiff served Defendants with a copy of
27 Plaintiff’s Complaint, Summons, and accompanying service documents. A copy of
28

1 Plaintiff's Complaint, Summons and accompanying documents is attached here as
2 **Exhibit A** to the declaration of Aimee Mackay ("Mackay Decl.").

3 4. On September 25, 2019, Defendants filed an Answer to Plaintiff's
4 Complaint in the Superior Court for the State of California, County of San Diego. A
5 copy of Defendants' Answer is attached here as **Exhibit B** to the Mackay Decl.

6 5. Plaintiff has brought a putative class action on behalf of all Non-
7 Exempt Employees who have worked for Defendant in California. Mackay Decl.,
8 Ex. A, ¶ 10.

9 6. Plaintiff alleges the following violations in six causes of action against
10 Defendant: (1) Failure to Pay Wages Including Overtime; (2) Failure to Provide
11 Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Pay Timely
12 Wages; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Violation of
13 Business & Professions Code § 17200, *et seq.* (*Id.* ¶¶ 46-86.)

14 **III. REMOVAL IS TIMELY**

15 7. Defendant was served with the Summons and Complaint on August
16 26, 2019. Because this Notice of Removal is filed within thirty days of service of
17 the Summons and Complaint, it is timely under 28 U.S.C. §§ 1446(b) and 1453. *See*
18 *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 354 (1999). No
19 previous Notice of Removal has been filed or made with this Court for the relief
20 sought in this removal notice.

21 **IV. THIS COURT HAS ORIGINAL SUBJECT MATTER JURISDICTION** 22 **UNDER CAFA**

23 8. Plaintiff seeks to bring this action as a putative class action on behalf
24 of the putative class under Cal. Code Civ. Proc. § 382. (*See* Mackay Decl., Ex. A ¶
25 10.) Here, removal based on Class Action Fairness Act ("CAFA") diversity
26 jurisdiction is proper pursuant to 28 U.S.C. §§ 1441, 1446, and 1453 because (i) the
27 aggregate number of putative class members is 100 or greater; (ii) diversity of
28 citizenship exists between one or more Plaintiffs and one or more Defendants; and

1 (iii) the amount placed in controversy by the Complaint exceeds, in the aggregate,
 2 \$5 million, exclusive of interests and costs. 28. U.S.C. §§ 1332(d)(2),
 3 1332(d)(5)(B), and 1453. Defendants deny Plaintiff’s factual allegations and deny
 4 that Plaintiff, or the class he purports to represent, is entitled to the relief requested;
 5 however, based on Plaintiff’s allegations in the Complaint and his prayer for relief,
 6 all requirements for jurisdiction under CAFA have been met.¹ Accordingly,
 7 diversity of citizenship exists under CAFA, and this Court has original jurisdiction
 8 over this action pursuant to 28 U.S.C § 1332(d)(2).

9 **A. The Proposed Class Contains At Least 100 Members.**

10 9. Plaintiff asserts claims on behalf of himself and “[a]ll persons who
 11 have been employed by Defendants as Non-Exempt Employees or equivalent
 12 positions...in the state of California within four (4) years from the filing of the
 13 Complaint in this action until its resolution[.]” Mackay Decl., Ex. A ¶ 10. A review
 14 of Defendants’ records shows that, based on Plaintiff’s definition, the proposed
 15 class contains well over 100 prospective, current and former employees.

16 **B. Diversity of Citizenship Exists.**

17 10. To satisfy CAFA’s diversity requirement, a party seeking removal
 18 need only show that minimal diversity exists; that is, one putative class member is a
 19 citizen of a state different from that of one defendant. 20 U.S.C. § 1332(d)(2);
 20 *United Steel, Paper & Forestry, Rubber, Mfg., Energy, Allied Indus. & Serv.*
 21 *Workers Int’l Union, AFL-CIO, CLC v. Shell Oil Co.*, 602 F.3d 1087, 1090-91 (9th
 22 Cir. 2010) (finding that to achieve its purposes, CAFA provides expanded original
 23 diversity jurisdiction for class actions meeting the minimal diversity requirement
 24 set forth in 28 U.S.C. § 1332(d)(2)).

25
 26
 27 ¹ Defendants do not concede, and reserve the right to contest at the appropriate
 28 time, Plaintiff’s allegations that this action can properly proceed as a class action.
 Defendants do not concede that any of Plaintiff’s allegations constitute a cause of
 action against them under applicable California law.

1 11. “An individual is a citizen of the state in which he is domiciled...”
2 *Boon v. Allstate Ins. Co.*, 229 F. Supp. 2d 1016, 1019 (C.D. Cal 2002) (citing
3 *Kanter v. Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001)). For purposes of
4 diversity of citizenship jurisdiction, citizenship is determined by the individual’s
5 domicile at the time that the lawsuit is filed. *Lew v. Moss*, 797 F. 2d 747, 750 (9th
6 Cir. 1986). Evidence of continuing residence creates a presumption of domicile.
7 *Washington v. Havensa LLC*, 654 F.3d 340, 345 (3rd Cir. 2011).

8 12. Plaintiff admits that he is a resident of California. Mackay Decl., Ex. A
9 ¶ 6. The Complaint does not allege any alternate state citizenship. Charter’s records
10 show that Plaintiff’s last known address is in California. Therefore, the Plaintiff is a
11 citizen of California for diversity jurisdiction purposes.

12 13. Moreover, Plaintiff has brought claims on behalf of alleged putative
13 class members who worked for Defendants in California. Mackay Decl., Ex. A ¶
14 10. Thus, at least one putative class member is a citizen of California for diversity
15 jurisdiction purposes.

16 14. Pursuant to 28 U.S.C. § 1332, “a corporation shall be deemed to be a
17 citizen of every State and foreign state by which it has been incorporated and of the
18 State or foreign state where it has its principal place of business.” 28 U.S.C. §
19 1332(c)(1). The “principal place of business” for the purpose of determining
20 diversity subject matter jurisdiction refers to “the place where a corporation’s
21 officers direct, control, and coordinate the corporation’s activities...[I]n practice it
22 should normally be the place where the corporation maintains its headquarters-
23 provided that the headquarters is the actual center of direction, control, and
24 coordination, i.e., the ‘nerve center,’ and not simply an office where the corporation
25 holds its board meeting[.]” *See Hertz Corp. v. Friend*, 559 U.S. 77, 92-93, 130 S.
26 Ct. 1181, 1192 (2010).

27 15. Defendant Charter Communications, Inc. is now, and was at the time
28 Plaintiff filed the Complaint, a corporation organized under the laws of the State of

1 Delaware, with its principal place of business in Connecticut. Defendant Charter
2 Communications, Inc.'s corporate decisions generally are made in Connecticut,
3 including its operation, executive, administrative, and policymaking decisions. The
4 majority of Defendant Charter Communications Inc.'s executive officers principally
5 conduct their business from headquarters in Connecticut. Thus, at all times relevant
6 hereto, Defendant Charter Communications, Inc. has been a citizen of Connecticut,
7 and not a citizen of California. 28 U.S.C. § 1332(c)(1).

8 16. For the purposes of determining the citizenship of a limited liability
9 company, it is treated the same as an unincorporated association. *See Johnson v.*
10 *Columbia Props. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006).
11 “Notwithstanding LLCs’ corporate traits, however, every circuit that has addressed
12 the question treats them like partnerships for the purposes of diversity jurisdiction.”
13 *See Id. citing, Gen. Tech. Applications, Inc. v. Exro Ltda.*, 388 F.3d 114, 120 (4th
14 Cir. 2004); *GMAC Commercial Credit LLC v. Dillard Dep’t Stores, Inc.*, 357 F.3d
15 827, 828-29 (8th Cir. 2004); *Rolling Greens MHP, L.P. v. Comcast SCH Holdings*
16 *LLC*, 374 F.3d 1020, 1022 (11th Cir. 2004); *Handelsman v. Bedford Village Assocs.*
17 *Ltd P’ship*, 213 F.3d 48, 51 (2d Cir. 2000); *Cosgrove v. Bartolotta*, 150 F.3d 729,
18 731 (7th Cir. 1998).

19 17. Therefore, for the purposes of diversity jurisdiction, the corporate
20 citizenship rule does not apply to LLCs. *See* 28 U.S.C. § 1332(c). Instead, the Ninth
21 Circuit looks to the citizenship of each of the LLC’s members. *See Johnson*, 437
22 F.3d at 899; *see also Carden v. Arkoma Assocs.*, 494 U.S. 185, 189 (1990).
23 Consistent with its sister circuits, the Ninth Circuit has held that, like a partnership,
24 an LLC is a citizen of every state of which its owners/members are citizens. *See*
25 *Johnson*, 437 F.3d at 899.

26 18. Defendant Charter Communications, LLC is now, and was at the time
27 Plaintiff filed the Complaint, a limited liability company organized under the laws
28 of the State of Delaware, with its principal place of business in Missouri. The sole

1 member of Defendant Charter Communications, LLC is Charter Communications
2 Operating LLC, which is a Delaware limited liability company with a principal
3 place of business in Missouri.

4 19. The sole member of Charter Communications Operating, LLC is CCO
5 Holdings, LLC, which is a Delaware limited liability company with its principal
6 place of business in Missouri.

7 20. The sole member of CCO Holdings, LLC is Spectrum Management
8 Holding Company, LLC, a limited liability company organized in Delaware with its
9 principal place of business and headquarters located in Missouri.

10 21. Spectrum Management Holding Company, LLC's sole member is
11 Charter Communications Holdings, LLC, a limited liability company organized in
12 Delaware with its principal place of business and headquarters located in Missouri.

13 22. Charter Communications Holding Company, LLC's sole member is
14 Defendant Charter Communications, Inc., which is a corporation organized in
15 Delaware with its principal place of business and headquarters located in
16 Connecticut.

17 23. None of Defendant Charter Communications, LLC's members is a
18 citizen of California. Thus, at all times relevant hereto, Defendant Charter
19 Communications, LLC has not been a citizen of California. Thus, at all times
20 relevant hereto, Defendants are not now, and were not at the time of the filing of the
21 Complaint, citizens and/or residents of the State of California for the purposes of
22 determining diversity jurisdiction. 28 U.S.C. § 1332(c)(1).

23 24. In determining whether a civil action is properly removable on the
24 basis of diversity jurisdiction under 18 U.S.C. § 1332, courts disregard the
25 citizenship of defendants sued under fictitious names. 28 U.S.C. § 1441(b)(1). The
26 citizenship of "Does 1-50" named in the Complaint is therefore immaterial with
27 respect to removal.

28

1 25. Because Plaintiff is, and was at the time he filed the Complaint, a
2 citizen of California; because Defendants are, and were at the time Plaintiff filed
3 the Complaint, not citizens of California, diversity of citizenship exists between the
4 parties and existed at the time the Complaint was filed, diversity of citizenship is
5 satisfied and diversity jurisdiction exists under CAFA. 28 U.S.C. § 1332(d)(2)(A)
6 (requiring only “minimal diversity” under which “any member of a class of
7 plaintiffs is a citizen of a State different from any Defendant”).

8 **C. The Amount In Controversy Exceeds \$5 Million.**

9 26. Pursuant to CAFA, the claims of the individual members in a class
10 action are aggregated to determine if the amount in controversy exceeds
11 \$5,000,000, exclusive of interest and costs. 28 U.S.C. § 1332(d)(6). Because
12 Plaintiff does not expressly plead a specific amount of damages, Defendants, as the
13 removing parties “need include only a plausible allegation that the amount in
14 controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating*
15 *Co., LLC v. Owens*, 135 S. Ct. 547, 554 (2014). “If a federal court is uncertain
16 about whether ‘all matters in controversy’ in a purported class action ‘do not in the
17 aggregate exceed the sum or value of \$5,000,000’ the court should err in favor of
18 exercising jurisdiction over the case.” Senate Judiciary Report, S. REP. 109-14, at
19 42 (2005) (citation omitted).

20 27. A removing defendant is “not required to comb through its records to
21 identify and calculate the exact frequency of violations.” *Oda, et al. v. Gucci Am.,*
22 *Inc.*, 2015 U.S. Dist. LEXIS 1672, at *12 (C.D. Cal. Jan 7, 2015); *see Sanchez v.*
23 *Russell Sigler, Inc.*, 2015 WL 12765359, *2 (C.D. Cal April 28, 2015) (“[A]
24 removing defendant is not obligated to research, state and prove the plaintiff’s
25 claim for damages.”) (citation omitted). *See also LaCross v. Knight Transportation*
26 *Inc.*, 775 F.3d 1200, 1203 (9th Cir. 2015) (rejecting plaintiff’s argument for remand
27 based on the contention that the class may not be able to prove all amounts claimed:
28 “Plaintiffs are conflating the amount in controversy with the amount of damages

1 ultimately recoverable.”); *Ibarra v. Manheim Invs., Inc.*, 775 F.3d 1193, 1998 n.1
 2 (9th Cir. 2015) (in alleging the amount in controversy, Defendants “are not
 3 stipulating to damages suffered, but only estimating the damages in controversy.”).
 4 The ultimate inquiry is what amount is put “in controversy” by the plaintiff’s
 5 complaint, not what a defendant will actually owe. *LaCross*, 775 F.3d at 1202
 6 (internal citation omitted) (explaining that courts are directed “to first look to the
 7 complaint in determining the amount in controversy.”)

8 28. Although Defendants deny Plaintiff’s factual allegations and deny that
 9 he or the class he seeks to represent are entitled to the relief for which Plaintiff has
 10 prayed, as detailed below, Plaintiff’s allegations and prayer for relief have
 11 “plausibly” put into controversy an amount that easily exceeds the \$5 million
 12 threshold when aggregating the claims of the putative class members as set forth in
 13 28 U.S.C. §1332(d)(6).²

14 1. **Demonstrating the Amount in Controversy**

15 29. Plaintiff seeks to represent “[a]ll persons who have been employed by
 16 Defendants as Non-Exempt Employees or equivalent positions...in the state of
 17 California[.]” Mackay Decl., Ex. A ¶ 10. He further seeks to represent the Meal
 18 Period Subclass, Rest Period Subclass, Wage Statement Subclass, Waiting Time
 19 Penalty Subclass, and Unfair Business Practices Subclass. *Id.* ¶ 11. Plaintiff further

20
 21 ² The Notice of Removal discusses the nature and amount of damages placed at
 22 issue by Plaintiff’s Complaint. Defendants’ references to specific damage amounts
 23 and citation to comparable cases are provided solely for establishing that the
 24 amount in controversy is more likely than not in excess of the jurisdictional
 25 minimum. Defendants maintain that each of Plaintiff’s claims is without merit and
 26 that Defendants are not liable to Plaintiff or any putative class member. Defendants
 27 expressly deny that Plaintiff or any putative class member is entitled to recover any
 28 of the penalties he seeks in the Complaint. In addition, Defendants deny that
 liability or damages can be established on a class-wide basis. No statement or
 reference contained in this removal notice shall constitute an admission of liability
 or a suggestion that Plaintiff will or could actually recover any damages based upon
 the allegations contained in the Complaint or otherwise. “The amount in
 controversy is simply an estimate of the total amount in dispute, not a prospective
 assessment of [Defendant’s] liability.” *Lewis v. Verizon Communs., Inc.*, 627 F.3d
 395, 400 (9th Cir. 2010).

1 alleges that his claims “are typical of those claims which could be alleged by any
2 member of the Class and/or Subclass” (*Id.* ¶ 17) and seeks, among other things,
3 compensatory and nominal damages, restitution, penalties, and attorneys’ fees,
4 costs and interest. *Id.* ¶¶ 55, 62, 67, 72, 80, 86, and Prayer.

5 a. **Plaintiff’s Fourth Cause of Action for “Failure to
6 Timely Pay Wages” (Waiting Time Penalties) Puts
7 More Than \$5,000,000 in Controversy.**

8 30. Plaintiff alleges that “Defendants are liable to Plaintiff and members of
9 the...class for waiting time penalties pursuant to Labor Code § 203” *Id.* ¶ 72.

10 31. Under California Labor Code § 203, if an employer fails to pay all
11 wages due upon termination in a timely manner, “the wages of the employees shall
12 continue as a penalty from the due date thereof at the same rate until paid or until an
13 action therefor is commenced” for up to 30 days. Cal. Labor Code § 203.

14 32. Of the individuals who fall within Plaintiff’s class definition, well in
15 excess of, and certainly no fewer than, 3,000 are former employees, *i.e.*, potentially
16 entitled to waiting time penalties pursuant to Cal. Labor Code § 203. The weighted
17 average hourly minimum wage for the State of California during the last four (4)
18 years is \$10.50.³ *Id.* As such, the amount in controversy by Plaintiff’s cause of
19 action for Failure to Timely Pay Wages can be calculated as follows:

20 **\$10.50 per hour * 8 hours per day * 30 days * 3,000 individuals = \$7,560,000**

21 33. Thus, Plaintiff’s cause of action for Failure to Timely Pay Wages
22 alone puts over \$5 million at issue, thereby satisfying the CAFA’s amount in
23 controversy requirement.
24

25 ³ The weighted average minimum hourly wage for the State of California during the
26 limitations period serves as a conservative estimate of the average hourly rate of
27 pay earned by the putative class members. However, Defendants regularly pay their
28 non-exempt, hourly employees at a higher hourly rate of pay than the State of
California minimum wage requirement. Nevertheless, Defendants will use the
conservative estimate for the purposes of establishing the CAFA amount in
controversy requirement is met.

1 entitled up to a maximum of \$4,000 each for record keeping violations.” Mackay
2 Decl., Ex. A ¶¶ 73-80.

3 38. Plaintiff’s Sixth Cause of Action for Violation of Business &
4 Professions Code § 17200, *et seq.* alleges that “Plaintiff and Class Members have
5 been personally aggrieved by Defendants’ unlawful and unfair business acts...by
6 the loss of money and/or property” and therefore, “Plaintiff and Class Members are
7 entitled to restitution of the wages withheld and retained by Defendants[.]” *Id.* ¶¶
8 81-86.

9 39. Additionally, Plaintiff seeks recovery of attorneys’ fees. Ex. A, Prayer.
10 Attorneys’ fees are properly included in determining the amount in controversy. *See*
11 *Guglielmino v. McKee Foods Corp.*, 506 F.3d 696, 698 (9th Cir. 2007). Estimated
12 future attorneys’ fees are properly included in determining the amount in
13 controversy, including for class actions seeking fees under Labor Code Section 226.
14 *See Fritsch v. Swift Transportation Co. of Arizona, LLC*, 899 F.3d 785, 793-794
15 (9th Cir. 2018) (“Because the law entitles [the plaintiff] to an award of attorneys’
16 fees if he is successful, such future attorneys’ fees are at stake in the litigation, and
17 must be included in the amount in controversy.”). The Ninth Circuit held that future
18 fee estimates can be based on “customary rates and proper fees,” and that “a
19 percentage-based method,” such as 25% of the amount in controversy, may also be
20 relevant when estimating the amount of fees included in the amount in controversy.
21 *Id.* at 795 and 796, fn. 6.

22 40. Defendants deny Plaintiff’s claim for attorneys’ fees. However, for
23 purposes of removal, even though Defendants have already demonstrated by a
24 preponderance of the evidence that the amount in controversy exceeds \$5,000,000,
25 Defendants note that the inclusion of future attorneys’ fees would increase the
26 amount in controversy by a material amount.

1 **V. VENUE**

2 41. This Court is the proper venue for this action under 28 U.S.C. §
3 1441(a). The State Court Action is pending in the County of San Diego, California,
4 and the United States District Court for the Southern District of California is the
5 United States District Court that corresponds to the place where the State Court
6 Action is pending.

7 **VI. NOTICE**

8 42. Defendants will promptly file a removal notice with the Clerk of the
9 Superior Court of the State of California for the County of San Diego, and will
10 serve written notice of the same upon counsel of record for Plaintiff. 28 U.S.C. §
11 1446(d).

12 **VII. CONCLUSION**

13 43. Based on the foregoing, Defendants respectfully request that this
14 action be removed to this Court. If any question arises as to the propriety of the
15 removal of this action, Defendants respectfully request the opportunity to present a
16 brief and oral argument in support of its position that this case is subject to removal.
17

18
19 Dated: September 25, 2019

MORGAN, LEWIS & BOCKIUS LLP

20
21 By /s/ Aimee G. Mackay

22 Max Fischer
23 Aimee Mackay
24 Megan McDonough
25 Attorneys for Defendant
26 CHARTER COMMUNICATIONS,
27 LLC
28

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Justin M. Sonico, individually and on behalf of all other similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) James R. Hawkins, SBN 192925; Gregory Mauro, SBN 222239; Michael Calvo, SBN 314986; JAMES HAWKINS APLC 9880 Research Dr., Ste. 800, Irvine, CA 92618; (949) 387-7200

DEFENDANTS

Charter Communications, LLC, a Delaware Limited Liability Company, Charter Communication, Inc., dba Charter Communications (CCI), Inc., a Delaware corporation, and Does 1-50, inclusive

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

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

'19CV1842 BEN LL

Attorneys (If Known) Max Fischer, SBN 226003; Aimee Mackay, SBN 221690; Megan McDonough, SBN 317402; MORGAN, LEWIS & BOCKIUS LLP 300 S. Grand Ave., 22nd Fl., Los Angeles, CA 90071; (213) 612-2500

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status. Includes rows for Citizen of This State, Citizen of Another State, and Citizen or Subject of a Foreign Country.

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

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, SOCIAL SECURITY, FEDERAL TAX SUITS, BANKRUPTCY, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Defendants remove plaintiff's putative class action under the Class Action Fairness Act pursuant to 28 U.S.C § 1453. Brief description of cause: Wage and hour class action

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 09/25/2019 SIGNATURE OF ATTORNEY OF RECORD /s/Aimee Mackay

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

EXHIBIT A

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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
08/21/2019 at 03:32:52 PM
Clerk of the Superior Court
By Yvette Mapula, Deputy Clerk

Attorneys for Plaintiff JUSTIN M. SONICO,
individually and on behalf of all others similarly situated

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

JUSTIN M. SONICO, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CHARTER COMMUNICATIONS, LLC, a
Delaware Limited Liability Company,
CHARTER COMMUNICATION, INC., dba
CHARTER COMMUNICATIONS (CCI),
INC., a Delaware Corporation, and DOES 1-
50, inclusive,

Defendants.

CASE NO.: 37-2019-00044218-CU-OE-CTL

Assigned For All Purposes To:
Judge:
Dept.:

**CLASS ACTION COMPLAINT
PURSUANT TO CALIFORNIA CODE OF
CIVIL PROCEDURE §382**

COMPLAINT FOR:

1. Failure to Pay Wages Including Overtime as Required by Labor Code §§ 510 and 1194
2. Failure to Provide Meal Periods as Required by Labor Code §§ 226.7, 512 and IWC Wage Orders
3. Failure to Provide Rest Periods as Required by Labor Code §§ 226.7, 512
4. Failure to Pay Timely Wages Required by Labor Code § 203
5. Failure to Provide Accurate Itemized Wage Statements as Required by Labor Code § 226
6. Violation of Business & Professions Code § 17200, et seq.

DEMAND FOR JURY TRIAL

1 Plaintiff JUSTIN M. SONICO (“Plaintiff”), individually and on behalf of all others
2 similarly situated (hereinafter collectively referred to as the “Class” or “Class Member”), hereby
3 files this Complaint against Defendants CHARTER COMMUNICATIONS, LLC; CHARTER
4 COMMUNICATION, INC., dba CHARTER COMMUNICATIONS (CCI), INC., and DOES 1-
5 50, inclusive (collectively “Defendants”) and alleges on information and belief as follows:

6 **I. JURISDICTION AND VENUE**

7 1. This class action is brought pursuant to California Code of Civil Procedure §382.
8 The monetary damages and restitution sought by Plaintiff exceed the minimum jurisdiction limits
9 of the California Superior Court and will be established according to proof at trial.

10 2. This Court has jurisdiction over this action pursuant to the California Constitution
11 Article VI §10, which grants the California Superior Court original jurisdiction in all causes
12 except those given by statute to other courts. The statutes under which this action is brought do
13 not give jurisdiction to any other court.

14 3. This Court has jurisdiction over Defendants because, upon information and belief,
15 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
16 avails itself of the California market so as to render the exercise of jurisdiction over it by the
17 California Courts consistent with traditional notions of fair play and substantial justice.

18 4. The California Superior Court also has jurisdiction in this matter because the
19 individual claims of the members of the Classes herein are under the seventy-five thousand dollar
20 (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate claim, including attorneys’
21 fees, is under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of
22 2005. Further, there is no federal question at issue, as the issues herein are based solely on California
23 statutes and law, including the Labor Code, IWC Wage Orders, CCP, California Civil Code (“CC”)
24 and B&PC.

25 5. Venue is proper in this Court because upon information and belief, one or more of
26 the Defendants, reside, transact business, or have offices in this County and/or the acts or
27 omissions alleged herein took place in this County.

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II. PARTIES

6. Plaintiff, JUSTIN M. SONICO, was at all times relevant to this action, a resident of San Diego, California. Plaintiff was employed by Defendants in approximately March 2013 as a Non-Exempt Employee working as a field technician during the liability period until his separation from Defendants' employ in approximately November 2018.

7. Defendants CHARTER COMMUNICATIONS, LLC; CHARTER COMMUNICATION, INC., dba CHARTER COMMUNICATIONS (CCI), INC., operates as a telecommunications and media company that offers its services to various business and residential customers. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last four years.

8. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

9. Plaintiff is informed and believes and thereon alleges that each defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other defendants.

III. CLASS ACTION ALLEGATION

10. Plaintiff brings this action individually and on behalf of all others similarly situated as a class action pursuant to Code of Civil Procedure § 382. The members of the Class are defined as follows:

1 All persons who have been employed by Defendants as Non-Exempt Employees or
2 equivalent positions, however titled, in the state of California within four (4) years from
3 the filing of the Complaint in this action until its resolution. (collectively referred to as the
"Class" or "Plaintiff's Class" or "Class Members").

4 11. Plaintiff also seeks to represent the subclass(es) composed of and defined as
5 follows:

6 **Sub-Class 1:** All Class Members who are or were employed by Defendants who worked in
7 excess of six or ten hours in a work day but were not provided with a timely, uninterrupted,
8 duty-free thirty-minute meal period (hereinafter collectively referred to as the "Meal
Period Subclass").

9 **Sub-Class 2:** All Class Members who are or were employed by Defendants who worked in
10 excess of three and a half (3.5) or ten hours in a work day but were not authorized and
11 permitted a rest period (hereinafter collectively referred to as the "Rest Period Subclass").

12 **Sub-Class 3:** All Class Members who are or were employed by Defendants at any time
13 between August 2018 and the present and who received wage statements from Defendant
(hereinafter collectively referred to as the "Wage Statement Subclass").

14 **Sub-Class 4:** All Class Members who have been employed by Defendants at any time
15 between August 2016 and the present and have separated their employment (hereinafter
16 collectively referred to as the "Waiting Time Penalty Subclass")

17 **Sub-Class 5:** All Class Members who are or were employed by Defendants and subject to
18 Defendant's Unfair Business Practices (hereinafter collectively referred to as the "Unfair
Business Practice Subclass").

19 12. Plaintiff reserves the right under California Rule of Court 3.765(b) and other
20 applicable laws to amend or modify the class definition with respect to issues or in any other
21 ways. Plaintiff is a member of the Class as well as each of the Sub-Classes.

22 13. The term "Class" includes Plaintiff and all members of the Class and each of the
23 Sub-Classes, if applicable. Plaintiff seeks class-wide recovery based on the allegations set forth in
24 this complaint.

25 14. There is a well-defined community of interest in the litigation and the proposed
26 Class is easily ascertainable through the records Defendants are required to keep.

27 15. Numerosity. The members of the Class are so numerous that individual joinder
28 of all of them as Plaintiff is impracticable. While the exact number of the Class members is

1 unknown to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that there
2 are at least 100 (one hundred) Class members.

3 16. Commonality. Common questions of law and fact exist as to all Class members
4 and predominate over any questions that affect only individual members of the Class. These
5 common questions include, but are not limited to:

6 i. Whether Defendants failed to pay minimum wage compensation to Plaintiff
7 and Class Members for all hours worked;

8 ii. Whether Defendants failed to accurately pay overtime to Plaintiff and Class
9 Members;

10 iii. Whether Defendants violated Labor Code sections 226.7, 512, and
11 applicable IWC Wage Orders, by failing to authorize and permit daily rest periods to Plaintiff and
12 Class Members for every four hours or major fraction thereof worked and failing to compensate
13 said employees one hours wages in lieu of rest periods;

14 iv. Whether Defendants violated Labor Code sections 226.7, 512 and
15 applicable IWC Wage Orders, by failing to provide a meal period to Plaintiff and Class Members
16 on days they worked work periods in excess of six and 10 hours and failing to compensate said
17 employees one hour wages in lieu of meal periods;

18 v. Whether Defendants failed to maintain accurate time record including
19 recording Plaintiff and Class Members' meal periods pursuant to Labor Code sections 1174.5 and
20 the applicable IWC Wage Orders;

21 vi. Whether Defendants provided accurate itemized wage statements pursuant
22 to Labor Code section 226;

23 vii. Whether Defendants violated Business and Professions Code and Labor
24 Code sections 201-202, 510, 226, 226.7, 266.3, 512, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and
25 applicable IWC Wage Orders which violation constitutes a violation of fundamental public policy;
26 and
27

28 viii. Whether Plaintiff and the Members of the Plaintiff Class are entitled to

1 equitable relief pursuant to Business and Professions Code section 17200, *et. seq.*

2 ix. Whether Plaintiff and the Members of the Plaintiff Class are entitled to
3 relief in the form of back wages, penalties and interest for failure to pay minimum wages pursuant
4 to Labor Code sections 558, 1194 and 1197.

5 17. Typicality. Plaintiff's claims herein alleged are typical of those claims which
6 could be alleged by any member of the Class and/or Subclass, and the relief sought is typical of
7 the relief which would be sought by each member of the Class and/or Subclass in separate actions.
8 Plaintiff and all members of the Class and or Subclass sustained injuries and damages arising out
9 of and caused by Defendants' common course of conduct in violation of California laws,
10 regulations, and statutes as alleged herein.

11 18. Adequacy. Plaintiff is qualified to, and will fairly and adequately protect the
12 interests of each member of the Class and/or Subclass with whom she has a well defined
13 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges an
14 obligation to make known to the Court any relationships, conflicts, or differences with any
15 member of the Class and/or Subclass. Plaintiff's attorneys and the proposed Counsel for the Class
16 and Subclass are versed in the rules governing class action discovery, certification, litigation, and
17 settlement and experienced in handling such matters. Other former and current employees of
18 Defendants may also serve as representatives of the Class and Subclass if needed.

19 19. Superiority. A class action is superior to other available means for the fair and
20 efficient adjudication of the claims of the Class and would be beneficial for the parties and the
21 court. Class action treatment will allow a large number of similarly situated persons to prosecute
22 their common claims in a single forum, simultaneously, efficiently, and without the unnecessary
23 duplication of effort and expense that numerous individual actions would require. The damages
24 suffered by each Class member are relatively small in the sense pertinent to class action analysis,
25 and the expense and burden of individual litigation would make it extremely difficult or
26 impossible for the individual Class Members to seek and obtain individual relief. A class action
27 will serve an important public interest by permitting such individuals to effectively pursue
28 recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent

1 Plaintiff and Class Members were required to finish their work prior to taking a lunch in order for
2 them to be able to make their next scheduled appointment on time. In order to finish their jobs,
3 Plaintiff and Class Members would clock out for lunch but continue working as Defendants'
4 management would call Plaintiff and Class Members while on their jobs to ensure that they
5 prioritized the completion of their work over their lunches. This resulted in uncompensated off-
6 the-clock work for which Plaintiff and Class Members were not appropriately paid for.

7 28. Defendants' failure to appropriately compensate Plaintiff and Class Members for
8 the off the clock work over time resulted on a large and disproportionate underpayment of wages
9 including overtime wages to Plaintiff and Class Members.

10 29. Defendants' also failed to accurately account for Plaintiff and Class Members'
11 earned bonuses into their regular rates of pay for overtime purposes.

12 30. Plaintiff and the Class Members were regularly required to work shifts in excess of
13 five hours without being provided a lawful meal period and over ten hours in a day without being
14 provided a second lawful meal period as required by law.

15 31. Indeed, during the relevant time, as a consequence of Defendants' staffing and
16 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
17 Defendants frequently failed to provide Plaintiff and the Class Members timely, legally complaint
18 uninterrupted 30-minute meal periods on shifts over five hours as required by law. For instance,
19 Plaintiff and Class Members were required to carry company cellphones at all times and were
20 required to keep updating their progress on their phones and to check for new assigned jobs.
21 Plaintiff and Class Members would also need to respond to any communication from Defendants'
22 management that came through their company phones no matter if they were on break, resulting in
23 consistent interruptions of Plaintiff's and Class Members' meal periods. Lastly, Defendants'
24 management would also prioritize the completion of Plaintiff and Class Members work over their
25 lunches, which resulted in a failure to provide Plaintiff and Class Members with their lawfully
26 required meal periods.

27 32. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack
28 of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed

1 to provide Plaintiff and the Class Members legally compliant second meal periods on shifts over
2 ten hours as required by law.

3 33. On information and belief, Plaintiff and Class Members did not waive their rights
4 to meal periods under the law.

5 34. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
6 periods.

7 35. Plaintiff and the Class Members were not allowed to leave the premises during
8 meal periods.

9 36. Despite the above-mentioned meal period violations, Defendants failed to
10 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
11 additional hour of pay at their regular rate as required by California law when meal periods were
12 not timely or lawfully provided in a compliant manner.

13 37. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
14 should know, knew, and/or should have known that Plaintiff and the other Class Members were
15 entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but
16 were not receiving such compensation.

17 38. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
18 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
19 period for every four hours worked or major fraction thereof, which is a violation of the Labor
20 Code and IWC wage order.

21 39. Defendants maintained and enforced scheduling practices, policies, and imposed
22 work demands that frequently required Plaintiff and Class Members to forego their lawful, paid
23 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
24 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
25 provide relief for Plaintiff and Class Members to take their lawfully required breaks. For instance,
26 Plaintiff and Class Members were required to carry company cellphones at all times and were
27 required to keep updating their progress on their phones and to check for new assigned jobs.
28 Plaintiff and Class Members would also need to respond to any communication from Defendants'

1 management that came through their company phones no matter if they were on break, resulting in
2 consistent interruptions of Plaintiff's and Class Members' rest periods. Lastly, Defendants'
3 management would also prioritize the completion of Plaintiff and Class Members work over their
4 lunches, which resulted in a failure to provide Plaintiff and Class Members with their lawfully
5 required meal periods

6 40. Despite the above-mentioned rest period violations, Defendants did not compensate
7 Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at
8 their regular rate as required by California law, including Labor Code section 226.7 and the
9 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
10 permitted.

11 41. Defendants also failed to provide accurate, lawful itemized wage statements to
12 Plaintiff and the Class Members in part because of the above specified violations. In addition,
13 upon information and belief, Defendants omitted an accurate itemization of total hours worked,
14 including premiums due and owing for meal and rest period violations, gross pay and net pay
15 figures from Plaintiff and the Class Members' wage statements.

16 42. Plaintiff are informed and believe, and thereon alleges, that at all times herein
17 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
18 thereof for resignations without prior notice as the case may be) they had a duty to accurately
19 compensate Plaintiff and Class Members for all wages owed including minimum wages, meal and
20 rest period premiums, and that Defendants had the financial ability to pay such compensation, but
21 willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-
22 specified violations.

23 43. Upon information and belief, Defendants knew and or should have known that it is
24 improper to implement policies and commit unlawful acts such as:

25 (a) requiring employees to work four (4) hours or a major fraction thereof without
26 being provided a minimum ten (10) minute rest period and without compensating the employees
27 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
28 rest period was not provided;

1 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
2 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
3 and without compensating employees with one (1) hour of pay at the regular rate of compensation
4 for each workday that such a meal period was not provided;

5 (c) failing to provide accurate itemized wage statements;

6 (d) failing to timely pay Plaintiff and Class Members; and

7 (e) conducting and engaging in unfair business practices.

8 44. In addition to the violations above, and on information and belief, Defendants knew
9 they had a duty to compensate Plaintiff and Class Members for the allegations asserted herein and
10 that Defendants had the financial ability to pay such compensation, but willfully, knowingly,
11 recklessly, and/or intentionally failed to do so.

12 45. Plaintiff and Class Members they seek to represent are covered by, and Defendants
13 are required to comply with, applicable California Labor Codes, Industrial Welfare Commission
14 Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable
15 provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

18 **(Against All Defendants)**

19 46. Plaintiff incorporates and re-alleges each and every allegation contained above as
20 though fully set forth herein.

21 47. At all times relevant, the IWC wage orders applicable to Plaintiff's and the Class
22 require employers to pay its employees for each hour worked at least minimum wage. "Hours
23 worked" means the time during which an employee is subject to the control of an employer, and
24 includes all the time the employee is suffered or permitted to work, whether or not required to do
25 so, and in the case of an employee who is required to reside on the employment premises, that
26 time spent carrying out assigned duties shall be counted as hours worked.

27 48. At all relevant times, Labor Code §1197 provides that the minimum wage for
28 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a

1 lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order
2 and Labor Code, Plaintiff and Class Members are to be paid minimum wage for each hour
3 worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiff
4 and Class Members' employment by Defendants provided that employees working for more than
5 eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime compensation
6 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
7 (8) hours in a day or forty (40) hours in a work week. An employee who works more than twelve
8 (12) hours in a day is entitled to overtime compensation at a rate of twice the regular rate of pay.

9 49. At all relevant times, Labor Code §1197.1 states “[a]ny employer or other persons
10 acting individually as an officer, agent, or employee of another person, who pays or causes to be
11 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or
12 by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
13 damages payable to the employee, and any applicable penalties pursuant to Section 203.

14 50. Labor Code §510 codifies the right to overtime compensation at the rate of one and
15 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
16 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
17 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
18 seventh day of work in a particular work week.

19 51. At all times relevant, Plaintiff and Class Members regularly performed non-exempt
20 work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR § 11000,
21 et. seq. and the Labor Code.

22 52. At all times relevant, Plaintiff and Class Members consistently worked in excess of
23 eight (8) hours in a day and/or forty (40) hours in a week as a result of the off-the-clock work
24 performed as discussed above. At all times relevant, Defendants also failed to pay all wages and
25 overtime owed to Plaintiff and Class Members.

26 53. At all times relevant, Defendants also failed to accurately pay Plaintiff and Class
27 Members' for overtime due to Defendants' failure to calculate bonuses earned into Plaintiff's and
28 Class Members' regular rates of pay for overtime purposes.

1 59. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
2 provide Plaintiff and Class Members, timely and uninterrupted meal periods of not less than thirty
3 (30) minutes pursuant to the IWC wage orders applicable to Plaintiff and Class Members'
4 employment by Defendants. As a proximate result of the aforementioned violations, Plaintiff and
5 the other Class Members have been damaged in an amount according to proof at time of trial.

6 60. By their failure to provide a compliant meal period for each shift worked over five
7 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten
8 (10) hours per day by Plaintiff and the Class Members, and by failing to provide compensation in
9 lieu of such non-provided meal periods, as alleged above, Defendants violated the provisions of
10 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

11 61. Plaintiff and the Class Members she seeks to represent did not voluntarily or
12 willfully waive meal periods and were regularly required to work shifts without being provided all
13 of their legally required meal periods. Defendants created a working environment in which
14 Plaintiff and Class Members were not provided all of their meal periods due to shift scheduling
15 and/or work related demands placed upon them by Defendants as well as a lack of sufficient
16 staffing to meet the needs of Defendants' business as discussed above. On information and belief,
17 Defendants' implemented a policy and practice which resulted in systematic and class-wide
18 violations of the Labor Code. On information and belief, Defendants' violations have been
19 widespread throughout the liability period and will be evidenced by Defendants' time records for
20 the Class Members.

21 62. As a result of the unlawful acts of Defendants described herein, Plaintiff and the
22 Class Members they seek to represent have been deprived of premium wages in amounts to be
23 determined at trial. Pursuant to Labor Code §226.7, Plaintiff and Class Members are entitled to
24 recover one (1) hour of premium pay for each day in which a meal period was not provided, along
25 with interest and penalties thereon, attorneys' fees, and costs.

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THIRD CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU

THEREOF

(Against All Defendants)

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5 63. Plaintiff incorporates and re-alleges each and every allegation contained above as
6 though fully set forth herein.

7 64. Pursuant to the IWC wage orders applicable to Plaintiff and Class Members’
8 employment by Defendants, “Every employer shall authorize and permit all employees to take rest
9 periods, which insofar as practicable shall be in the middle of each work period.... [The]
10 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
11 minutes net rest time per four (4) hours worked or major fraction thereof... Authorized rest period
12 time shall be counted as hours worked, for which there shall be no deduction from wages.” Labor
13 Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period
14 mandated by an applicable order of the IWC.

15 65. Defendants were required to authorize and permit employees such as Plaintiff and
16 Class Members to take rest periods, based upon the total hours worked at a rate of ten (10) minutes
17 net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.
18 Despite said requirements of the IWC wage orders applicable to Plaintiff’s and Class Members’
19 employment by Defendants, Defendants failed and refused to authorize and permit Plaintiff and
20 Class Members, to take ten (10) minute rest periods for every four (4) hours worked, or major
21 fraction thereof.

22 66. On information and belief Defendants created a working environment in which
23 Plaintiff and Class Members were not provided all of their rest periods due to shift scheduling
24 and/or work related demands placed upon them by Defendants as well as a lack of sufficient
25 staffing to meet the needs of Defendants’ business as discussed above. On information and belief,
26 Defendants implemented a policy and practice which resulted in systematic and class-wide
27 violations of the Labor Code. On information and belief, Defendants’ violations have been
28 widespread throughout the liability period.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Against All Defendants)

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4 73. Plaintiff incorporates and re-alleges each and every allegation contained above as
5 though fully set forth herein.

6 74. Section 226(a) of the California Labor Code requires Defendants to itemize in wage
7 statements all deductions from payment of wages and to accurately report total hours worked by
8 Plaintiff and the Class including applicable hourly rates among other things. Defendants have
9 knowingly and intentionally failed to comply with Labor Code section 226 and 204 on wage
10 statements that have been provided to Plaintiff and the Class.

11 75. IWC Wage Orders require Defendants to maintain time records showing, among
12 others, when the employee begins and ends each work period, meal periods, split shift intervals
13 and total daily hours worked in an itemized wage statement, and must show all deductions and
14 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
15 the Class. On information and belief, Defendants have failed to record all or some of the items
16 delineated in Industrial Wage Orders and Labor Code §226.

17 76. Defendants have failed to accurately record all time worked.

18 77. Defendants have also failed to accurately record the meal and rest period premiums
19 owed and all wages owed per pay period.

20 78. Plaintiff and the Class have been injured as they were unable to determine whether
21 they had been paid correctly for all hours worked per pay period among other things.

22 79. Pursuant to Labor Code section 226, Plaintiff and the Class are entitled up to a
23 maximum of \$4,000 each for record keeping violations.

24 80. Pursuant to Labor Code section 266.3, any employer who violates subdivision (a)
25 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
26 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
27 for each violation in a subsequent citation, for which the employer fails to provide the employee a
28 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

SIXTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, et.seq.

(Against All Defendants)

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4 81. Plaintiff incorporates and re-alleges each and every allegation contained above as
5 though fully set forth herein.

6 82. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
7 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the
8 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
9 meaning of the California Code of Civil Procedure §1021.5.

10 83. Defendants' policies, activities, and actions as alleged herein, are violations of
11 California law and constitute unlawful business acts and practices in violation of California
12 Business and Professions Code §§17200, et seq.

13 84. A violation of California Business and Professions Code §§17200, et seq., may be
14 predicated on the violation of any state or federal law. Defendants' policy of failing to provide
15 accurate itemized wage statements and failing to provide Plaintiff and the Class with meal periods
16 and rest breaks or the one (1) hour of premium pay when a meal or rest break period was not
17 provided or provided outside of the required time frames, violates Labor Code § 226, §512, and
18 §226.7 and applicable IWC Wage Orders and California Code of Regulations.

19 85. Plaintiff and Class Members have been personally aggrieved by Defendants'
20 unlawful and unfair business acts and practices alleged herein by the loss of money and/or
21 property.

22 86. Pursuant to California Business and Professions Code §§17200, et seq., Plaintiff
23 and Class Members are entitled to restitution of the wages withheld and retained by Defendants
24 during a period that commences four (4) years prior to the filing of this complaint; an award of
25 attorneys' fees, interest; and an award of costs.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That Plaintiff be appointed as the representative of the Subclass; and
4. That counsel for Plaintiff is appointed as counsel for the Class and Subclass.

On the First Cause of Action

1. For compensatory damages equal to the unpaid balance of minimum wage compensation and overtime owed to Plaintiff and Class members as well as interest and costs;
2. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 510, and 1194;
3. For liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon pursuant to Labor Code §§ 1194.2, 558;
4. For such other and further relief as the Court deems proper.

On the Second Cause of Action

1. For one (1) hour of premium pay for each day in which a required meal period was not provided or not provided in a timely manner; and
2. For such other and further relief as the Court deems proper.

On the Third Cause of Action

1. For one (1) hour of premium pay for each day in which a required rest period was not authorized or permitted; and
2. For such other and further relief as the Court deems proper.

On the Fourth Cause of Action

1. For statutory penalties pursuant to Labor Code §203;
2. For interest for wages untimely paid; and
3. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

1. For statutory penalties pursuant to Labor Code §226;

EXHIBIT B

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7

8 Attorneys for Defendants
Charter Communications, LLC and Charter
Communications, Inc.
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN DIEGO
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13 JUSTIN M. SONICO, individually and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 CHARTER COMMUNICATIONS, LLC, a
Delaware Limited Liability Company,
18 CHARTER COMMUNICATION, INC., dba
CHARTER COMMUNICATIONS (CCI),
19 INC., a Delaware Corporation, and DOES 1-
50, inclusive,
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21 Defendants.
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Case No. 37-2019-00044218-CU-OE-CTL

**CHARTER COMMUNICATIONS, LLC
AND CHARTER COMMUNICATIONS,
INC. ANSWER TO PLAINTIFF'S
COMPLAINT**

Complaint Filed: August 21, 2019

1 Defendants Charter Communications, Inc. and Charter Communications, LLC
2 (“Defendants”) hereby submit this Answer to Plaintiff Justin Sonico’s (“Plaintiff”) Complaint and
3 deny and aver as follows:

4 **GENERAL DENIAL**

5 Pursuant to Section 431.30 of the California Code of Civil Procedure, Defendants
6 generally and specifically deny all of the allegations in Plaintiff’s unverified Complaint.
7 Defendants further generally and specifically deny that Plaintiff has been damaged in any
8 amount, or at all, by reason of any act or omission to act on behalf of Defendants. Defendants
9 further generally and specifically deny that Plaintiff is entitled to penalties, or other damages, in
10 any amount by reason of any act or omission to act on the part of Defendants.

11 **AFFIRMATIVE DEFENSES**

12 Defendants have not completed their investigation of the facts of this case, have not
13 completed discovery in this matter, and have not completed its preparation for trial. The defenses
14 asserted herein are based on Defendants’ knowledge, information, and belief at this time.
15 Defendants specifically reserve the right to modify, amend, or supplement any defense contained
16 herein at any time. Without conceding that they bear the burden of proof or persuasion as to any
17 one of them, Defendants allege the following separate defenses to the Complaint:

18 **FIRST AFFIRMATIVE DEFENSE**

19 **(Failure to State a Claim)**

20 1. The Complaint and each alleged cause of action contained therein fails to state a
21 cause of action upon which relief can be granted against Defendants.

22 **SECOND AFFIRMATIVE DEFENSE**

23 **(Statute of Limitations)**

24 2. Defendants allege that Plaintiff’s claims and the claims of each putative member
25 of the purported class are barred in whole or in part by the applicable statutes of limitations.

26 **THIRD AFFIRMATIVE DEFENSE**

27 **(Lack of Standing)**

28 3. The Complaint, and each cause of action alleged therein, is barred because

1 Plaintiff lacks standing to bring such claim(s) or to seek such relief against Defendants, and
2 therefore cannot pursue alleged class action claims or recover any class action relief.

3 **FOURTH AFFIRMATIVE DEFENSE**

4 **(No Damages)**

5 4. Plaintiff's claims are barred or limited, in whole or in part, because he has suffered
6 no damages as a result of the matters alleged in the Complaint.

7 **FIFTH AFFIRMATIVE DEFENSE**

8 **(Failure to Mitigate)**

9 5. To the extent Plaintiff and any putative class members seek actual damages from
10 Defendants, any such claim for damages is barred by the failure to mitigate damages.

11 **SIXTH AFFIRMATIVE DEFENSE**

12 **(Waiver/Release)**

13 6. Defendants are informed and believe, and based upon such information and belief
14 aver, that by their conduct and/or based on a written waiver or release, Plaintiff and the putative
15 class members have waived and/or released some or all of the causes of action asserted in the
16 Complaint.

17 **SEVENTH AFFIRMATIVE DEFENSE**

18 **(Lack of Actual Injury)**

19 7. Plaintiff's cause of action asserting unfair business practices in violation of
20 California Business and Professions Code §§ 17200, *et seq.* is barred because Plaintiff and the
21 putative class members did not suffer actual injury.

22 **EIGHTH AFFIRMATIVE DEFENSE**

23 **(Consent)**

24 8. Plaintiff's causes of action are barred, in whole or in part, because of the
25 ratification, agreement, acquiescence or consent to Defendants' alleged conduct by Plaintiff
26 and/or putative class members.

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NINTH AFFIRMATIVE DEFENSE

(Unclean Hands)

9. Defendants are informed and believe, and based upon such information and belief aver, that the Complaint, and each cause of action therein, is barred by the doctrine of unclean hands.

TENTH AFFIRMATIVE DEFENSE

(Laches)

10. Defendants are informed and believe, and based upon such information and belief aver, that the Complaint, and each and every claim therein, is barred by the doctrine of laches, in that Plaintiff unreasonably delayed in bringing the action.

ELEVENTH AFFIRMATIVE DEFENSE

(Estoppel)

11. Defendants are informed and believe, and based upon such information and belief aver, that the Complaint and each cause of action therein, is barred for the reason that, by their actions, Plaintiff and the putative class members are estopped from bringing any cause of action.

TWELFTH AFFIRMATIVE DEFENSE

(Adequacy of Remedy at Law)

12. The claims for equitable relief in the Complaint fail because adequate legal remedies may be pursued.

THIRTEENTH AFFIRMATIVE DEFENSE

(Setoff, Offset, Recoupment)

13. Some or all of the purported causes of action in the Complaint seek damages that are subject to setoff, offset, and/or recoupment.

FOURTEENTH AFFIRMATIVE DEFENSE

(Failure to Exhaust Administrative Remedies)

14. Defendants are informed and believe, and based upon such information and belief aver, that the Court has no jurisdiction over the subject matter of the Complaint, or parts thereof because Plaintiff failed to adequately exhaust his administrative remedies under the appropriate

1 statutory provisions.

2 **FIFTEENTH AFFIRMATIVE DEFENSE**

3 **(Lack of Specificity)**

4 15. The Complaint’s claim for unfair business practices in violation of California
5 Business and Professions Code Section 17200, *et seq.*, is barred because it fails to plead specific
6 facts capable of stating a claim for unfair business practices.

7 **SIXTEENTH AFFIRMATIVE DEFENSE**

8 **(No Loss/Unjust Enrichment)**

9 16. Plaintiff and/or putative class members have not suffered any loss and Defendants
10 have not been unjustly enriched as a result of any action or inaction of Defendants and/or its
11 agents. Hence, Plaintiff and/or putative class members are not entitled to any restitution.

12 **SEVENTEENTH AFFIRMATIVE DEFENSE**

13 **(Arbitration Agreement)**

14 17. Plaintiff and/or certain putative class members and Defendants are parties to a
15 valid pre-dispute arbitration agreement that is governed by the Federal Arbitration Act, the terms
16 of which cover the claims alleged in the Complaint. Therefore, the Court lacks jurisdiction over
17 Plaintiff’s and/or certain putative class members’ claims.

18 **EIGHTEENTH AFFIRMATIVE DEFENSE**

19 **(No Entitlement to Jury Trial – Certain Claims)**

20 18. Plaintiff is not entitled to a trial by jury of certain of their claims, including his
21 claims under the California Business and Professions Code §§ 17200, *et seq.*

22 **NINETEENTH AFFIRMATIVE DEFENSE**

23 **(Legitimate Business Purpose)**

24 19. Defendants allege that they cannot be liable for any alleged violation of the
25 California Business and Professions Code §§ 17200, *et seq.* because their actions, conduct, and
26 dealings with employees were lawful and were carried out in good faith and for a legitimate
27 business purpose.

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TWENTIETH AFFIRMATIVE DEFENSE

(Failure to State a Class Action)

20. The Complaint and corresponding claims for relief purportedly alleged against Defendants, fail to set forth facts sufficient to constitute a class in that, among other things, members of the class have divergent interests, and questions of law or fact affecting only individual members of the putative class predominate over questions of law or fact common to the members of the putative class.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(No Proper Class-Wide or Representative Claim)

21. Plaintiff’s claim under California Business and Professions Code §§ 17200, *et seq.* is not appropriate for resolution on a class-wide or representative basis.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Safe Harbor)

22. Plaintiff’s cause of action based upon California Business and Professions Code §§ 17200 *et seq.* is barred because the conduct alleged falls within a safe harbor.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Unconstitutionality of Penalties)

23. Plaintiff’s claims for “penalties” under the California Labor Code are barred because California’s laws, rules and procedures permitting penalties thereunder deny due process and thus violate the Fifth and Fourteenth Amendments to the United States Constitution and Article I, Section 6 of the California Constitution.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(In Compliance With Law)

24. Plaintiff’s causes of action are barred, in whole or in part, because Defendants acted in accordance with any applicable administrative regulation, order, ruling, approval, interpretation, administrative practice, and/or enforcement policy of the California Industrial Welfare Commission, the California Division of Labor Standards Enforcement, the United States Department of Labor, and/or other governmental entities.

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TWENTY-FIFTH AFFIRMATIVE DEFENSE

(Good Faith)

25. Any alleged failure to pay Plaintiff and/or putative class members was based on a good faith understanding of any applicable administrative regulation, order, ruling, approval, interpretation, administrative practice, and/or enforcement policy of the California Industrial Welfare Commission, the California Division of Labor Standards Enforcement, the United States Department of Labor, and/or other governmental entities.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

(No Willfulness)

26. If Defendants failed to pay all wages owed to Plaintiff and/or any putative class member, which Defendants specifically deny, Defendants did not willfully fail to pay Plaintiff any wages allegedly owed.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

(Plea in Abatement)

27. The claims of Plaintiff and the putative class members should be abated and dismissed or stayed pursuant to California Code of Civil Procedure § 430.10(c).

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

(Exempt From Liability Pursuant to Labor Code § 2810.3)

28. The claims of Plaintiff and the putative class members are barred in whole or in part on the basis that Defendant is exempted from liability under § 2810.3(p)(5).

TWENTY-NINTH AFFIRMATIVE DEFENSE

(No Employment Relationship)

29. Plaintiff and the putative class members were not employed by Defendant Charter Communications, Inc.

RESERVATION OF RIGHT TO AMEND ANSWER

The affirmative defenses asserted herein are based on Defendants' knowledge, information, and belief at this time, and Defendants specifically reserve the right to modify, amend, or supplement any affirmative defense contained herein at any time.

PRAYER

WHEREFORE, Defendants respectfully request that:

1. The Complaint be dismissed in its entirety;
2. Plaintiff's requests for declaratory relief be denied in their entirety;
3. Plaintiff's requests for monetary damages be denied in their entirety;
4. Plaintiff's requests for punitive damages be denied in their entirety;
5. Plaintiff's requests for penalties be denied in their entirety;
6. Plaintiff's requests for restitutionary relief be denied in their entirety;
7. Plaintiff take nothing by reason of his Complaint and that judgment be rendered in favor of Defendants;
8. Defendants be awarded their costs of suit and attorneys' fees incurred in defense of this action; and
9. The Court award Defendants such other and further relief as the Court may deem just and proper.

Dated: September 25, 2019

MORGAN, LEWIS & BOCKIUS LLP

By Megan McDonough/AG
 Max Fischer
 Aimee Mackay
 Megan McDonough
 Attorneys for Defendants
 Charter Communications, LLC and
 Charter Communications, Inc.

PROOF OF SERVICE

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within entitled action. My business address is 300 South Grand Avenue, 22nd Floor, Los Angeles, CA 90071.

On September 25, 2019, I served a copy of the within document(s):

CHARTER COMMUNICATIONS, LLC AND CHARTER COMMUNICATIONS, INC. ANSWER TO PLAINTIFF'S COMPLAINT

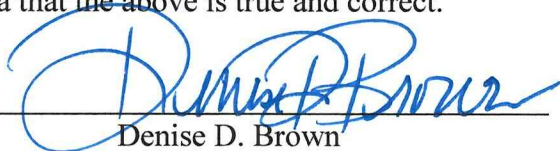
- by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below.
- by placing the document(s) listed above in a sealed envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to an agent for delivery.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

James R. Hawkins
Gregory E. Mauro
Michael Calvo
JAMES R. HAWKINS, APLC
9880 Research Drive, Suite 200
Irvine, CA 92618

Attorney for Plaintiff
Telephone: 949.387.7200
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greg@jameshawkinaplc.com
michael@jameshawkinaplc.com

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

Executed on September 25, 2019, at Los Angeles, California. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Denise D. Brown

1 MORGAN, LEWIS & BOCKIUS LLP
2 Max Fischer, Bar No. 226003
3 max.fischer@morganlewis.com
4 Aimee Mackay, Bar No. 221690
5 aimee.mackay@morganlewis.com
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9 Twenty-Second Floor
10 Los Angeles, CA 90071-3132
11 Tel: +1.213.612.2500
12 Fax: +1.213.612.2501

13 Attorneys for Defendant
14 CHARTER COMMUNICATIONS, LLC and
15 CHARTER COMMUNICATIONS, INC.

16 UNITED STATES DISTRICT COURT
17 SOUTHERN DISTRICT OF CALIFORNIA

18 JUSTIN M. SONICO, individually and
19 on behalf of all others similarly situated,

20 Plaintiff,

21 vs.

22 CHARTER COMMUNICATIONS,
23 LLC, a Delaware Limited Liability
24 Company, CHARTER
25 COMMUNICATION, INC., dba
26 CHARTER COMMUNICATIONS
27 (CCI), INC., a Delaware Corporation,
28 and DOES 1-50, Inclusive,

Defendants.

Case No. '19CV1842 BEN LL

[San Diego Superior Court Case No.
37-2019-00044218-CU-OE-CTL]

**DECLARATION OF AIMEE
MACKAY IN SUPPORT OF
DEFENDANTS' NOTICE OF
REMOVAL**

State Complaint Filed: August 21, 2019

State Action Served: August 26, 2019

DECLARATION OF AIMEE MACKAY

I, Aimee Mackay, declare as follows:

1. I am of counsel with the law firm of Morgan, Lewis, & Bockius LLP, counsel for Defendants Charter Communications, LLC and Charter Communications, Inc. (collectively, “Charter” or “Defendants”). I make this declaration in support of Defendants’ Notice of Removal. I have personal knowledge of the facts set forth in this Declaration or know of such facts from my review of the case documents and the court docket in this matter and other information that is publically available or provided to me by Charter. If called and sworn as a witness, I could and would competently testify thereto. As counsel for Defendants, Morgan, Lewis & Bockius LLP maintains in the ordinary course of its business all pleadings served on or by Defendants in the above-captioned action.

2. Attached hereto as **Exhibit A** is a true and correct copy of the Complaint and related case commencement documents in this action, filed on August 21, 2019, and served by certified mail on Defendants via CSC on August 26, 2019.

3. Attached hereto as **Exhibit B** is a true and correct copy of the Answer Defendants filed in this action on September 25, 2019 in the San Diego County Superior Court.

4. Exhibits A and B constitute all process, pleadings, and orders filed by and/or served by Defendants or on Defendants to date in the Action.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct. Executed on this 25th day of September, 2019, in Los Angeles, California.

/s/ Aimee G. Mackay
Aimee G. Mackay

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 2 Aimee Mackay, Bar No. 221690
 3 Megan McDonough, Bar No. 317402
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8 Attorneys for Defendants
 9 CHARTER COMMUNICATIONS, LLC and
 CHARTER COMMUNICATIONS, INC.
 10

11 UNITED STATES DISTRICT COURT
 12 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

13
 14 JUSTIN M. SONICO, individually and
 15 on behalf of all others similarly situated,

16 Plaintiff,

17 vs.

18 CHARTER COMMUNICATIONS,
 19 LLC, a Delaware limited liability
 company; CHARTER
 20 COMMUNICATIONS, INC., dba
 21 CHARTER COMMUNICATIONS
 (CCI), INC., a Delaware Corporation,
 22 and DOES 1 through 50, inclusive,

23 Defendants.
 24

Case No.: '19CV1842 BEN LL

CERTIFICATE OF SERVICE

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CERTIFICATE OF SERVICE

I, Denise D. Brown, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within entitled action. My business address is 300 South Grand Avenue, Twenty-Second Floor, Los Angeles, CA 90071-3132. On September 25, 2019, I served a copy of the within document(s):

- 1. **NOTICE OF REMOVAL;**
- 2. **DECLARATION OF AIMEE G. MACKAY ISO NOTICE OF REMOVAL;**
- 3. **CIVIL COVER SHEET;**
- 4. **NOTICE OF INTERESTED PARTIES.**

by placing the document(s) listed above in a sealed **FEDERAL EXPRESS** envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a **FEDERAL EXPRESS** agent for delivery.

James R. Hawkins
Gregory E. Mauro
Michael Calvo
JAMES R. HAWKINS, APLC
9880 Research Drive, Suite 800
Irvine, CA 92618
Tel: 949-387-7200
Fax: 949-387-6676

Attorney for Plaintiff

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

Executed on September 25, 2019, at Los Angeles, California.

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

/s/ Denise D. Brown
Denise D. Brown

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Charter Communications Failed to Provide Employees with Required Lunch Breaks, Proper Pay](#)
