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7 Attorneys for Defendant
TENNANT COMPANY

8
9 **UNITED STATES DISTRICT COURT**
10 **EASTERN DISTRICT OF CALIFORNIA**
11

12 EDWARD WATSON, an Individual,
Individually and on behalf of all others
13 similarly situated, and the general public,

14 Plaintiff,

15 v.

16 TENNANT COMPANY, a Minnesota
Corporation, and DOES 1 through 50,
inclusive,

17 Defendant.
18

) Case No. 18-660
)
) [Removed from Solano County Superior Court,
) Case No. FCS051313]
)
) **DEFENDANT TENNANT COMPANY'S**
) **NOTICE OF REMOVAL OF CIVIL**
) **ACTION TO UNITED STATES DISTRICT**
) **COURT PURSUANT TO 28 U.S.C.**
) **SECTIONS 1332, 1441, 1446 (DIVERSITY**
) **JURISDICTION)**
)
) Action Filed: August 7, 2018

1 **TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT**
2 **COURT FOR THE EASTERN DISTRICT OF CALIFORNIA, AND TO ALL**
3 **PARTIES AND THEIR ATTORNEYS OF RECORD:**

4 PLEASE TAKE NOTICE that Tennant Company (“Defendant”) hereby
5 provides notice pursuant to 28 U.S.C. sections 1441 and 1446 that it has removed a
6 claim pending in the Superior Court of the State of California for the County of
7 Solano, Case No. FCS051313. The following is a short and plain statement of the
8 grounds for removal¹ and a listing of pleadings to date:

9 1. On or about August 7, 2018, Edward Watson (“Plaintiff”) filed a
10 putative Class Action Complaint for Damages against Defendant in the Superior
11 Court of the State of California for the County of Solano (the “State Court Action”).
12 The Summons and Complaint were served on Defendant on August 9, 2018. Also on
13 August 9, 2018, Plaintiff served on Defendant the Civil Cover Sheet, the Notice of
14 Case Management Conference and Notice of Assignment of Judge for All Purposes,
15 and the Amended Standing Order for Electronic Service of Documents in Complex
16 Litigation. Attached hereto as **Exhibit A** is a true and correct copy of the Summons
17 and Complaint and related above-referenced documents served on Defendant on
18 August 9, 2018.

19 2. This Notice of Removal is timely filed within thirty days of the service
20 of the Summons and Complaint on August 9, 2018. *Murphy Bros. v. Michetti Pipe*
21 *Stringing, Inc.*, 526 U.S. 344, 354 (1999).

22 //

23 _____
24 ¹ “[A] defendant’s notice of removal need include only a plausible allegation that the amount in
25 controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 554 (2014). “A removing defendant ... need only allege facts sufficient to
26 establish a party’s citizenship in its notice of removal; it need not adduce evidence supporting those
27 facts.” *Zepeiro v. Green Tree Servicing, LLC*, 2014 WL 12596312, at *6 (C.D. Cal. June 16, 2014); see also *Ellenburg v. Spartan Motors Chassis, Inc.*, 519 F.3d 192, 200 (4th Cir. 2008) (A
28 notice of removal is sufficient “if it alleges that the parties are of diverse citizenship and that the matter in controversy exceeds, exclusive of interest and costs, the sum specified by 28 USC § 1332. ...”).

1 3. The documents attached hereto as Exhibit A constitute all process,
2 pleadings, and orders received by, served on, filed by, or served by Defendant in the
3 State Court Action as required by 28 U.S.C. § 1446(a).

4 4. This action is a civil action of which this Court has original jurisdiction
5 under 28 U.S.C. § 1332, and is one which may be removed to this Court by
6 Defendant pursuant to the provisions of 28 U.S.C. § 1441(b) in that it is a civil action
7 between citizens of different states, and the amount in controversy exceeds the sum
8 of \$75,000,² exclusive of interest and costs, as discussed below.

9 5. Complete diversity exists under 28 U.S.C. § 1332 in that:

10 a. Plaintiff was, at all relevant times, and still is, a citizen of the State of
11 California.

12 b. Defendant was, at the time of the filing of this action, and still is, **not** a
13 citizen of California because it is incorporated under the laws of the
14 State of Minnesota, with its principal place of business in the State of
15 Minnesota. Pursuant to 28 U.S.C. § 1332(c), “a corporation shall be
16 deemed to be a citizen of every State ... by which it has been
17 incorporated and of the State ... where it has its principal place of
18 business.” The United States Supreme Court has concluded that a
19 corporation’s “principal place of business” is “where a corporation’s
20 officers direct, control, and coordinate the corporation’s activities,” or
21 its “nerve center.” *Hertz Corp. v. Friend*, 130 S. Ct. 1181, 1192 (2010).
22 “[I]n practice,” a corporation’s “nerve center” should “normally be the
23 place where the corporation maintains its headquarters.” *Id.* Thus,
24 under the “nerve center” test of diversity, Defendant’s principal place of
25 business is in Minnesota.

26
27 ² In alleging the amount in controversy, Defendant does not admit liability. Defendant denies that
28 Plaintiff has been damaged in any sum, or at all, by reason of any acts or omissions on the part of
Defendant or its officers, directors, employees or agents.

1 c. Defendant is informed and believes that the fictitious defendants named
2 in Plaintiff's Complaint as DOES 1 through 50 have never been
3 properly named or served with the Complaint by Plaintiff. Thus, under
4 28 U.S.C. § 1441(b), the citizenship of the remaining defendants sued
5 under fictitious names should be disregarded for purposes of removal.

6 6. Plaintiff's Complaint alleges causes of action for: (1) unpaid overtime;
7 (2) unpaid minimum wages; (3) meal and rest break violations; (4) failure to provide
8 accurate itemized wage statements; (5) waiting time penalties; (6) conversion; (7)
9 violation of California's Unfair Competition Law ("UCL"), Business and Professions
10 Code sections 17200 *et seq.*; and (8) penalties under the Labor Code Private
11 Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698 *et seq.*

12 7. Plaintiff failed to specify any sum for the value of all of the total claims
13 alleged and remedies sought. "When the amount is not facially apparent from the
14 complaint, the court may consider facts in the removal petition . . . relevant to the
15 amount in controversy at the time of removal." *Kroske v. U.S. Bank Corp.*, 432 F.3d
16 976, 980 (9th Cir. 2005), *as amended on denial of reh'g and reh'g en banc* (Feb. 13,
17 2006). "The ultimate inquiry is what amount is put 'in controversy' by the plaintiff's
18 complaint, not what a defendant will actually owe." *Korn v. Polo Ralph Lauren*, 536
19 F. Supp. 2d 1199, 1205 (E.D. Cal. 2008). Thus, in measuring the amount in
20 controversy, the Court must assume that the allegations of the complaint are true and
21 that a jury will return a verdict for the plaintiff on *all claims* made in the complaint.
22 *Id.* Here, Plaintiff's claims place far more than \$75,000 in controversy in
23 compensatory damages and penalties, and attorneys' fees, excluding interest and
24 costs.

25 8. Plaintiff's Complaint does not specify how many times Defendant
26 allegedly violated the California Labor Code as to each violation he claims was
27 committed against him. Although Defendant denies that it employed Plaintiff, when
28 a plaintiff alleges general, nonspecific violations of the Labor Code, the court should

1 assume a 100% violation rate for the entire time period. *Muniz v. Pilot Travel*
2 *Centers LLC*, No. CIV. S-07-0325FCDEFB, 2007 WL 1302504, at *4 (E.D. Cal.
3 May 1, 2007) (“Plaintiff is the ‘master of [her] claim[s],’ and if she wanted to avoid
4 removal, she could have alleged facts specific to her claims which would narrow the
5 scope of ... the damages sought.”). Thus, for purposes of analyzing the amount in
6 controversy, it is appropriate to consider the maximum amounts that could
7 potentially be recovered by Plaintiff under each of the claims alleged.

8 9. Tennant Sales and Service Company (“Tennant”) hired Plaintiff
9 effective January 20, 2014 at a wage rate of \$27 per hour. [Declaration of Jess
10 Whitford ¶ 3.] Plaintiff’s hourly wage rate increased to \$28 per hour in April 2015
11 and to \$28.84 in April 2016. [*Id.*] Tennant paid Plaintiff biweekly. [*Id.*] Plaintiff’s
12 employment with Tennant ended effective November 30, 2016. [*Id.*] California’s
13 minimum wage was \$8 per hour from Plaintiff’s hire date until June 30, 2014; \$9 per
14 hour from July 1, 2014 to December 31, 2015; and \$10 per hour between January 1,
15 2016 and Plaintiff’s termination of employment.

16 10. Calculating conservatively, the following analysis of the wage and
17 penalty amounts potentially recoverable by Plaintiff shows that it is more likely than
18 not that the total amount in controversy for Plaintiff’s claims, including attorneys’
19 fees and injunctive relief (which are also discussed below) but excluding interest and
20 costs, easily exceeds \$75,000, as follows:

- 21 a. Overtime. Plaintiff claims that “Defendants failed to fully compensate
22 Plaintiff ... for all overtime premium wages they earned....” [Compl. ¶
23 26.] Plaintiff seeks the alleged unpaid wages owed, penalties, interest,
24 reasonable attorneys’ fees, and costs. [Compl. ¶ 28.] Assuming for
25 purposes of this analysis only that Plaintiff worked two hours of
26 overtime per workday and that his rate of pay was at least \$27 per hour,
27 as detailed above, the amount in controversy for Plaintiff’s overtime-
28 related claim alone is **\$68,526**. This is calculated as \$27 per hour X 1.5

1 overtime premium X 2 hours per workday X 846 workdays from August
2 7, 2014³ to November 30, 2016.

3 b. Minimum Wages/Labor Code § 1194. Plaintiff alleges that “Defendants
4 failed to pay Plaintiff ... minimum wages as required by law for all
5 hours worked.” [Compl. ¶ 32.] Plaintiff seeks “unpaid minimum
6 wages, prejudgment interest, liquidated damages, reasonable attorney’s
7 fees and costs of suit.” [Compl. ¶ 34.] Assuming for purposes of this
8 analysis only that, based on his allegations, Plaintiff was not paid
9 minimum wages for a very conservative minimum of 1 hour per
10 workday, the amount in controversy for that claim is **\$6,490**. This is
11 calculated as \$9 per hour X 1 hour per workday X approximately 350
12 workdays from August 7, 2014 to December 31, 2015; and \$10 per hour
13 X 1 hour per work day X approximately 334 workdays between January
14 1 and November 20, 2016.

15 c. Minimum Wages/Labor Code § 1194.2 (Liquidated Damages). Plaintiff
16 alleges that “Defendants failed to pay Plaintiff ... minimum wages as
17 required by law for all hours worked.” [Compl. ¶ 32.] Plaintiff seeks
18 “unpaid minimum wages, prejudgment interest, liquidated damages,
19 reasonable attorney’s fees and costs of suit.” [Compl. ¶ 34.] Assuming
20 for purposes of this analysis only that, based on his allegations, Plaintiff
21 was not paid minimum wages for a very conservative minimum of 1
22 hour per workday, and is owed liquidated damages pursuant to Labor
23 Code section 1194.2, the amount in controversy is **\$6,490**. This is
24 calculated as \$9 per hour X 1 hour per workday X approximately 350
25

26
27 ³ Violation of a Labor Code provision governing wage payments may also be actionable as an
28 “unlawful business practice” under the Unfair Competition Law (“UCL”), Bus. & Prof. Code
§ 17200 *et seq.*). Claims under the UCL are subject to a four-year statute of limitations. *Id.* §
17208. Plaintiff’s complaint was filed August 8, 2018.

1 workdays from August 7, 2014 to December 31, 2015; and \$10 per hour
2 X 1 hour per work day X approximately 334 workdays between January
3 1 and November 20, 2016.

4 d. Alleged Meal Period Payments. Assuming for purposes of this analysis
5 only that Plaintiff was not provided a legally compliant meal periods as
6 Plaintiff alleges in Paragraph 38 of his Complaint,⁴ and using his lowest
7 hourly wage during the relevant period, \$28, the amount in controversy
8 for his alleged meal period violations (conservatively calculated as
9 [\$28/missed meal period] X [5 hours/week] X [69 weeks]) is
10 approximately **\$9,660**.

11 e. Alleged Rest Period Payments. Plaintiff also alleges that he is entitled
12 to recover premium pay for each day in which a rest period was not
13 provided. [Compl. ¶¶ 39, 41.] Plaintiff alleges failed to provide “any
14 rest periods.” [Compl. ¶ 39.] Assuming for purposes of this analysis
15 only that Plaintiff was not provided a legally compliant rest period five
16 times per week for each week of his employment by Defendant relevant
17 to this litigation, and using his lowest hourly wage during the relevant
18 period, \$28, the amount in controversy for his alleged meal period
19 violations (conservatively calculated as [\$28/missed meal period] X [5
20 hours/week] X [69 weeks]) is approximately **\$9,660**.

21 f. Alleged Failure to Provide Accurate Wage Statements. Plaintiff alleges
22 that Defendant knowingly and intentionally failed to provide Plaintiff
23 with accurate wage statements. [Compl. ¶ 44.] Plaintiff seeks up to an
24 aggregate penalty of \$4,000. [Compl. ¶ 45.] Thus, based on Plaintiff’s
25 allegations, assuming for this analysis only that Defendant failed to
26

27 ⁴ Applying a three-year statute of limitations, the relevant period for meal and rest period claims
28 would be August 7, 2015 until his termination of employment on November 30, 2016, or
approximately 69 weeks.

1 provide Plaintiff complete and accurate wage statements, the amount in
2 controversy for that claim is **\$4,000**.

3 g. Waiting-Time Penalties. Plaintiff alleges that at the time of his
4 termination, Defendant failed to pay Plaintiff all wages due. [Compl.
5 ¶ 48.] Plaintiff seeks waiting-time penalties at his daily rate multiplied
6 by a maximum of 30 days. [Compl. ¶ 49.] Assuming for purposes of
7 this analysis only that Plaintiff was not timely paid all wages upon
8 termination, the amount in controversy for this claim (conservatively
9 calculated as [\$28.84/hour X 8 hours/day X 30 days]) is approximately
10 **\$6,921.60**.

11 11. The amount in controversy based *only* on the claims discussed in
12 Paragraph 11 above total **\$111,747.60**, not including attorneys' fees. This exceeds
13 the jurisdictional threshold of an amount in controversy of \$75,000.⁵

14 12. Attorneys' Fees. In determining the amount in controversy, the Court
15 must also include attorneys' fees. *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150,
16 1155–56 (9th Cir. 1998); *Goldberg v. CPC Int'l, Inc.*, 678 F. 2d 1365, 1367 (9th Cir.
17 1982) (amount in controversy includes potential recovery of attorneys' fees, which
18 assumes that plaintiff prevails at trial on underlying claims). The Court may
19 consider the number of hours and the hourly rate of Plaintiffs' counsel in assessing
20 the potential amount of an attorneys' fees award. Assuming that Plaintiff's counsel
21 in this case has an hourly rate of \$400, and conservatively estimating that Plaintiff's
22 counsel will spend 200 hours litigating Plaintiff's claims to verdict (a conservative
23 number of hours to estimate following written discovery, depositions, motion
24 practice and trial preparation and trial), the attorneys' fees alone (calculated as [\$400
25 hourly rate x 200 hours]) exceed \$75,000.00. Plaintiff's prayer for recovery of
26

27 ⁵ This amount also does not include potential recovery for PAGA penalties or amounts for the
28 conversion claim because even though those amounts are claimed by Plaintiff, Defendant believes
those causes of action cannot be pursued and intends to file a motion to dismiss those claims.

1 attorneys' fees is further evidence that the amount in controversy exceeds \$75,000,
2 as already established above.

3 13. Injunctive Relief. In addition to the amount of compensatory damages,
4 penalties, and attorneys' fees, courts also consider the value of injunctive relief in
5 analyzing the amount in controversy. In determining the value of injunctive relief,
6 courts may examine either the "the defendant's cost of compliance with an injunction
7 or the plaintiff's benefit from the injunction." *Tompkins v. Basic Research LL*, Case
8 No. CIV. S08244LKKDAD, 2008 WL 1808316, at *4-5 (E.D. Cal. Apr. 22, 2008)
9 (finding that cost of injunctive relief was in excess of jurisdictional amount where
10 cost of removal of defective product from retailers and corrective advertising
11 exceeded jurisdictional minimum). Plaintiff's purported Fifth Cause of Action under
12 the UCL, Business and Professions Code sections 17200 *et seq.* includes injunctive
13 relief as a potential remedy. Here, the value of an injunction—measured either as the
14 cost of compliance to Defendant or as the value of the benefit to Plaintiff—when
15 combined with the potential recovery for compensatory damages, penalties, and
16 attorneys' fees, contributes to the total amount in controversy easily exceeding the
17 \$75,000 jurisdictional threshold. For all of the reasons set forth above, the Court
18 properly has jurisdiction over Plaintiffs' individual claims pursuant to 28 U.S.C.
19 § 1332(a).

20 14. Based on (i) the damages, wages, penalties and other claims made by
21 Plaintiff in the Complaint; (ii) a reasonable estimate of the alleged potential recovery
22 of attorneys' fees; and (iii) this firm's experience and understanding in litigating
23 these types of cases and knowing the range of recovery and reasonable attorneys'
24 fees that may be incurred and to which Plaintiff might be entitled should he prevail,
25 the amount in controversy exceeds \$75,000, exclusive of interest and costs.

26 //

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1 15. WHEREFORE, Defendant removes the original action brought by
2 Plaintiff, now pending in the Superior Court of the State of California for the County
3 of Solano, from that State Court to this Court.

4
5 Dated: September 7, 2018 CAROTHERS DISANTE & FREUDENBERGER
6 LLP
7 Leigh A. White
8 Jeffrey C. Bills

9 By: /s/ Jeffrey C. Bills
10 Jeffrey C. Bills
11 Attorneys for Defendant
12 TENNANT COMPANYY

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES.

I, the undersigned, declare that I am employed in the aforesaid County, State of California. I am over the age of 18 and not a party to the within action. My business address is 707 Wilshire Boulevard, Suite 5150, Los Angeles, CA 90017. On September 7, 2018, I served upon the interested party(ies) in this action the following document described as: DEFENDANT TENNANT COMPANY'S NOTICE OF REMOVAL OF CIVIL ACTION TO UNITED STATES DISTRICT COURT PURSUANT TO 28 U.S.C. SECTIONS 1332. 1441. 1446 (DIVERSITY JURISDICTION)

By placing a true copy thereof enclosed in sealed envelope(s) addressed as stated below, for processing by the following method:

Alireza Alivandivafa (SBN 255730)
1925 Century Park East, Suite 1990
Los Angeles, CA 90067

Azad M. Marvazy (SBN 298622)
LIGHT LAW GROUP, APC
1925 Century Park East, Suite 1990
Los Angeles, CA 90067

FAX: (310) 300-1015
E-MAIL: aalivandi@gmail.com

FAX: (424) 273-8884
E-MAIL: marvazv@gmail.com

By depositing such envelope(s) with postage thereon fully prepaid in a post box, mailbox, sub-post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service in Los Angeles, California.

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

Executed on September 7, 2018, at Los Angeles, California.

I declare under penalty of perjury that the foregoing is true and correct.

Diane Gotori

(Type or print name)

(Signature)

1 Leigh A. White, State Bar No. 167477
lwhite@cdblaborlaw.com
2 Joel M. Van Parys, State Bar No. 227387
jvanparys@cdblaborlaw.com
3 Jeffrey C. Bills, State Bar No. 301629
jbills@cdblaborlaw.com
4 CAROTHERS DISANTE & FREUDENBERGER LLP
18300 Von Karman Avenue, Suite 800
5 Irvine, CA 92612
Telephone: (949) 622-1661
6 Facsimile: (949) 622-1669

7 Attorneys for Defendant
TENNANT COMPANY
8

9 UNITED STATES DISTRICT COURT
10 EASTERN DISTRICT OF CALIFORNIA
11

12 EDWARD WATSON, an Individual,
Individually and on behalf of all others
13 similarly situated, and the general public,

14 Plaintiff,

15 v.

16 TENNANT COMPANY, a Minnesota
Corporation, and DOES 1 through 50,
17 inclusive,

18 Defendant.

) Case No. 18-660
)
) [Removed from Solano County Superior Court,
) Case No. FCS051313]
)
) **DECLARATION OF JESS WHITFORD IN**
) **SUPPORT OF DEFENDANT TENNANT**
) **COMPANY'S NOTICE OF REMOVAL OF**
) **ACTION TO UNITED STATES DISTRICT**
) **COURT**
)
) Action Filed: August 7, 2018
)

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DECLARATION OF JESS WHITFORD ISO
NOTICE OF REMOVAL

DECLARATION OF JESS WHITFORD

I, Jess Whitford, declare as follows,

1. I am over the age of twenty-one and have personal knowledge of the facts stated herein and, if called to testify as a witness, I could and would testify competently thereto under oath. I understand that this Declaration is for use in connection with the Notice of Removal filed in the above-captioned civil action and I give it freely and only for that purpose.

2. I am currently employed as Senior Human Resources Generalist of Tennant Sales and Service Company ("Tennant"). I am a custodian of records of certain personnel records of Tennant, including Plaintiff Edward Watson's personnel and wage records. In connection with my position and job duties with Tennant, I have reviewed Plaintiff Edward Watson's personnel file and pay information, which was prepared at or near the time of the events recorded in those records, and which are made and maintained in the course of Tennant's regularly-conducted business activities, according to its regular practices. According to the personnel records, Tennant hired Plaintiff effective January 20, 2014 at a wage rate of \$27 per hour. Plaintiff's hourly wage rate increased to \$28 per hour in April 2015 and to \$28.84 in April 2016. Tennant paid Plaintiff biweekly throughout his employment. Plaintiff's employment with Tennant ended effective November 30, 2016.

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

Executed this 6 day of September, 2018, at Minneapolis MN.


[NAME]

Exhibit A

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

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

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

TENNANT COMPANY, a Minnesota Corporation, and DOES.
1 through 50, inclusive,

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

EDWARD WATSON, an Individual, Individually and on
behalf of all others similarly situated, and the
general public.

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es):

Solano County Superior Court - Old Solano Courthouse
580 Texas Street, Fairfield, California 94533

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):
Alireza Alivandivafa, Esq., 1925 Century Park East, Suite 1990, Los Angeles, CA 90067, (310) 570-2238

CASE NUMBER:
(Número del Caso): **PCS051313**

DATE: **AUG 07 2018**
(Fecha)

Clerk, by
(Secretario)

J. SAPP-CHUN

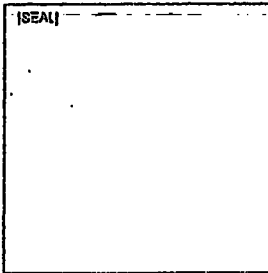
, Deputy
(Adjunto)

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

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify): **Tennant Company, A Minnesota Corporation**
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

**ASSIGNED TO
JUDGE MICHAEL MATTICE
FOR ALL PURPOSES**



1 Aliroza Alivandivafa, Esq. (SBN 255730)
1925 Century Park East, Suite 1990
2 Los Angeles, California 90067
Telephone: (310) 570-2238
3 Facsimile: (310) 300-1015

4 Azad M. Marvazy, Esq. (SBN 298622)
LIGHT LAW GROUP, APC
1925 Century Park East, Suite 1990
5 Los Angeles, California 90067
Telephone: (424) 241-3422
6 Facsimile: (424) 273-8884

7 Attorneys for Plaintiff EDWARD WATSON,
8 all those similarly situated, and the general public.

ENDORSED FILED
Clerk of the Superior Court

AUG 07 2018
J. SAPP-CHUN

By _____
DEPUTY CLERK

ASSIGNED TO
JUDGE MICHAEL MATTICE
FOR ALL PURPOSES

9
10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
11 **COUNTY OF SOLANO**

12 EDWARD WATSON, an Individual,
13 Individually and on behalf of all others
similarly situated, and the general public,

14 Plaintiff,

15 vs.

16
17 TENNANT COMPANY, a Minnesota
18 Corporation, and DOES 1 through 50,
inclusive,

19 Defendants.
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CASE NO. **FCS051313**

(CLASS ACTION)

COMPLAINT FOR DAMAGES

1. Failure to Pay Overtime Compensation (Cal. Labor Code § 1194);
2. Failure to Pay Minimum Wages (Cal. Labor Code §§ 1194, 1997, 1197.1);
3. Failure to Provide Meal and Rest Periods (Labor Code §§ 226.7, 512; Wage Order 4-2001);
4. Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226);
5. Waiting Time Penalties (Labor Code §§ 201-203);
6. Conversion (Civil Code §§ 3336, 3294);
7. Unfair Business Practices (Business & Professions Code §§ 17200, et seq.);
8. Private Attorneys General Act (Labor Code §§ 2698, et seq.).

DEMAND FOR JURY TRIAL.

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GENERAL ALLEGATIONS

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PLAINTIFF EDWARD WATSON, as an individual and on behalf of all others similarly situated, and the general public, complains and alleges on information and belief the following against defendants, TENNANT COMPANY, a Minnesota corporation; and DOES 1 thru 50, inclusive:

INTRODUCTION

1. This is a proposed class action, under Code of Civil Procedure § 382, arising out of the unlawful practice of defendants, TENNANT COMPANY, a Minnesota corporation (henceforth, "TENNANT"), and DOES 1 thru 50, inclusive, (collectively, "DEFENDANTS") of deliberately and unlawfully failing to provide meal and rest periods, failing to pay minimum wages, failure to pay overtime wages, failure to provide wage statements, and related violations committed against non-exempt "hourly" Service Technicians employees.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California. No part of this complaint is preempted by federal law or challenges conduct within any federal agency's exclusive domain, and adjudication thereof has not been statutorily assigned to any other court or jurisdiction.

3. This Court has personal jurisdiction over DEFENDANTS because DEFENDANTS have caused injuries in the County of Solano and State of California through their acts, and by their violations of the California Labor Code, California state common law, and California Business & Professions Code § 17200, et seq.

4. Venue as to DEFENDANTS is proper in this judicial district, pursuant to Code of Civil Procedure § 395(a). DEFENDANTS either reside, maintain offices, transact business, and/or have agents in Solano County and DEFENDANTS are otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on PLAINTIFF,

1 all those similarly situated, and the general public throughout the State of California, including Solano
2 County.

3 5. This case should be classified as complex according to Rule 3.400, et seq. of the
4 California Rules of Court and Local Rule 4.2(c) of the Solano County Superior Court, and assigned to
5 a complex litigation judge and department, as it is a proposed class action, will involve substantial
6 documentary evidence, a large number of witnesses, and is likely to involve extensive motion practice
7 raising difficult or novel issues that will be time-consuming to resolve and would require substantial
8 post-judgment judicial supervision.
9

10 **THE PARTIES**

11 6. PLAINTIFF EDWARD WATSON ("PLAINTIFF") was employed by DEFENDANTS
12 as a Service Technician in California during the class period, including during part of 2016. He is no
13 longer employed by DEFENDANTS.

14 7. Defendant TENNANT COMPNAY, ("TENNANT") is a Minnesota corporation
15 specializing in the sale and service of cleaning industry products. TENNANT employs individuals in
16 the state of California who perform service and repair on cleaning equipment, commonly referred to as
17 "Service Technicians."

18 8. The true names and capacities, whether individual, corporate, associate, or otherwise,
19 of Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to PLAINTIFF,
20 who therefore sues those Defendants by such fictitious names under Code of Civil Procedure § 474.
21 PLAINTIFF is informed and believes, and based thereon alleges, that each of the Defendants
22 designated herein as a Doe is legally responsible in some manner for the unlawful acts referred to
23 herein. PLAINTIFF will seek leave of Court to amend this Complaint to reflect the true names and
24 capacities of the Defendants designated hereinafter as Does when such identities become known.

25 9. PLAINTIFF is informed and believes, and based thereon alleges, that each of the
26 DEFENDANTS acted in all respects pertinent to this action as the agent of the other DEFENDANTS,
27 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
28 DEFENDANT are legally attributable to the other DEFENDANTS.

1 10. **PLAINTIFF** is informed and believes, and thereon alleges, that each and all of the acts
2 and omissions alleged herein were performed by, and/or attributable to, all **DEFENDANTS**, each
3 acting as agents and/or employees, and/or under the direction and control of each of the other
4 **DEFENDANTS**, and that said acts and failures to act were within the course and scope of said agency,
5 employment and/or direction and control. **PLAINTIFF** is informed and believes, and thereon alleges,
6 that at all times material hereto **DEFENDANTS** were and are the agents of each other.
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8 **CLASS ACTION ALLEGATIONS**

9 11. **"Service Technician"** means the same as **"Service Tech," "Repairman"** and any title
10 given by **DEFENDANTS** to their employees tasked with the service and repair of cleaning equipment.
11 These individuals are non-exempt employees of **DEFENDANTS** who are expected to use company
12 vehicles to commute from their homes to make service calls to **DEFENDANTS'** customers.

13 12. The **"Class Period"** covers the time period beginning four years prior to the filing of this
14 complaint and continuing to the present.

15 13. **PLAINTIFF** brings this action on behalf of himself individually and all others similarly
16 situated as a class action pursuant to Code of Civil Procedure § 382, on behalf of the class composed
17 of and defined as follows (herein referred to as the **"Class"** and its putative members as the **"Class**
18 **Members"**):

19 All persons who are or were employed by **DEFENDANTS** as non-
20 exempt **Service Technicians** (including those who performed the same
21 duties as **Service Technicians** but with a different job title) in the State of
22 California at any time during the **Class Period**, and who were not
23 covered by a valid collective bargaining agreement.

24 14. This action has been brought and may properly be maintained as a class action under
25 Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation
26 and the proposed classes are easily ascertainable:

27 a. **Numerosity:** The potential members of the **Class** as defined are so numerous that
28 joinder of all the members of the **Class** is impracticable. While the precise number
 of **Class Members** has not yet been determined, **PLAINTIFF** is informed and
 believes that **DEFENDANTS** employ 100 or more **Service Technicians** (including

1 those who performed the same duties as Service Technicians but with a different
2 job title) in the State of California who were not covered by a valid collective
3 bargaining agreement and that DEFENDANTS, as a matter of policy, failed to
4 provide proper minimum wages, overtime compensation, and legally-compliant
5 meal and rest periods.

- 6 b. Commonality: There are questions of law and fact common to PLAINTIFF and
7 the Class that predominate over any questions affecting only individual members
8 of the Class. These common questions of law and fact include without limitation:
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10 (i) Whether DEFENDANTS violated the Industrial Welfare Commission
11 Wage Orders and Labor Code §§ 226.7 and 512 by failing to provide meal
12 and rest periods to all Class Members, or compensation in lieu thereof;
13 (ii) Whether DEFENDANTS violated the Industrial Welfare Commission
14 Wage Orders and Labor Code §§ 1194, 1197, 1197.1, and 510 by failing
15 to pay proper minimum wages and overtime wages to all Class Members;
16 (iii) Whether DEFENDANTS violated Labor Code § 226 by failing to provide
17 accurate itemized wage statements for all Class Members;
18 (iv) Whether DEFENDANTS unlawfully and intentionally took and converted
19 the property of Class Members by refusing to pay Class Members all meal
20 and rest period premium wages, minimum wages, and overtime wages
21 due; and
22 (iv) Whether DEFENDANTS violated Business and Professions Code §
23 17200, *et seq.* by violating the labor laws and regulations noted herein.

24 c. Typicality: PLAINTIFF's wage and hour claims are typical of the claims of the
25 Class. PLAINTIFF and all Class Members sustained injuries arising out of actions
26 or inactions of DEFENDANTS' common course of conduct in violation of law as
27 alleged herein.

28 d. Adequacy of Representation: PLAINTIFF is qualified to, and will fairly and

1 adequately protect the interests of each Class Member, with whom he has a well-
2 defined community of interest and typicality of claims, as demonstrated herein.
3 PLAINTIFF has no interest that is adverse to the interests of the other Class
4 Members. PLAINTIFF acknowledges that he has an obligation to make known to
5 the Court any relationship, conflicts or differences with any Class Member.
6 PLAINTIFF's attorneys and proposed Class counsel are well versed in the rules
7 governing class action discovery, certification, and settlement, and have been
8 repeatedly certified as class counsel in numerous state and federal courts.
9 PLAINTIFF has incurred, and during the pendency of this action, will continue to
10 incur, costs and attorney fees, that have been, are and will be necessarily
11 expended for the prosecution of this action for the substantial benefit of each
12 Class Member.
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14 e. Superiority of Class Action: A class action is superior to other available means for
15 the fair and efficient adjudication of this controversy. Individual joinder of all
16 Class Members is not practicable, and common questions of law and fact
17 affecting the Classes predominate over any questions affecting only individual
18 members of the Class. Each Class Member has been damaged and is entitled to
19 recover by reason of DEFENDANTS' illegal policies and/or practices. Class
20 action treatment will allow those similarly situated persons to litigate their claims
21 in the manner that is most efficient and economical for the parties and the judicial
22 system. This is particularly true given the challenges facing the California
23 Superior Court and the statewide reach of the DEFENDANTS.

24 f. Public Policy Consideration: Employers violate wage and hour laws every day.
25 Current employees are often afraid to assert their rights out of fear of direct or
26 indirect retaliation. Former employees are fearful of bringing actions because they
27 believe their former employers can damage their future endeavors through
28 negative references and other means. California has a stated public policy in favor

1 of class actions in this context for the vindication of employee rights and
2 enforcement of the Labor Code. Class actions provide the Class Members who are
3 not named in the Complaint with a type of anonymity that allows for the
4 vindication of their rights.

5 **FACTS COMMON TO ALL CAUSES OF ACTION**

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7 15. PLAINTIFF EDWARD WATSON was employed by DEFENDANTS in California
8 during the Class Period. He was not covered by a valid collective bargaining agreement during that
9 time. He is no longer employed by DEFENDANTS.

10 16. As a Service Technician, PLAINTIFF was properly classified as a non-exempt
11 "hourly" employee. Other Class Members are also correctly classified as non-exempt "hourly"
12 employees. DEFENDANTS concede this point by already paying and classifying Service Technicians
13 throughout California as non-exempt "hourly" employees.

14 17. PLAINTIFF was never relieved of all duties for a meal period at any time during his
15 employment by DEFENDANTS.

16 18. Likewise, during his employment by DEFENDANTS, PLAINTIFF was never relieved
17 of his duties so that he could take a rest period.

18 19. PLAINTIFF was never paid any meal or rest period premium compensation by
19 DEFENDANTS, despite never being provided a legally-compliant meal or rest period.

20 20. During his employment by DEFENDANTS, PLAINTIFF was required to follow the
21 policies of DEFENDANTS which required PLAINTIFF to take an on-duty meal period. This policy is
22 unlawful because it directly contradicts Wage Order 4-2001, 11(A), which states that on-duty meal
23 periods are permitted only by written agreement between the employee and employer, and that the
24 written agreement must specify that the employee can revoke it at any time.

25 21. Even if Service Technicians did agree to on-duty meal periods, they are not permitted
26 here. Wage Order 4-2001, 11(A) specifies that on-duty meal periods are "permitted only when the
27 nature of the work prevents an employee from being relieved of all duty." The nature of the work
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1 performed by Service Technicians does not prevent them from being relieved of all duties. Despite
2 this, DEFENDANTS have never paid PLAINTIFF meal or rest period premium compensation.

3 22. On information and belief, as of the time of the filing of this Complaint
4 DEFENDANTS have never paid any Class Members meal or rest period premium compensation
5 during the Class Period.

6 23. During his employment with DEFENDANTS, PLAINTIFF was not provided an
7 opportunity to take a rest period, nor was he ever relieved of his duties for a rest period.
8 DEFENDANTS simply do not provide rest periods to Service Technicians.

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10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY OVERTIME COMPENSATION**

12 **(Cal. Labor Code §§ 510, 1194)**

13 **By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS**

14 24. As a separate and distinct cause of action, PLAINTIFF realleges and incorporates by
15 reference, as though fully set forth herein, all the allegations contained in the preceding paragraphs of
16 this Complaint, excepting those allegations which are inconsistent with this cause of action.

17 25. DEFENDANTS routinely required PLAINTIFF and Class Members to work more than
18 8 hours in a workday.

19 26. DEFENDANTS failed to fully compensate PLAINTIFF and Class Members for all
20 overtime premium wages they earned, in particular, by failing to compensate Service Technicians who
21 worked more than 8 hours in a workday the premium pay required under California law, including
22 violations of Labor Code §§ 510 and 1194.

23 27. PLAINTIFF is informed and believes, and thereon alleges that the failure of
24 DEFENDANTS to fully compensate PLAINTIFF and Class Members for overtime work was willful,
25 purposeful, and unlawful and done in accordance with the policies and practices of DEFENDANTS'
26 operations.

27 28. As a proximate cause of the aforementioned violations, PLAINTIFF and Class
28 Members have been damaged in an amount according to proof at time of trial. PLAINTIFF and Class

1 Members are entitled to recover the unpaid balance of wages owed, penalties, including penalties
2 available pursuant to California Labor Code section 558, plus interest, reasonable attorney fees and
3 costs of suit according to the mandate of California Labor Code §§ 1194, *et. seq.*
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5 WHEREFORE, PLAINTIFF requests relief as hereafter provided.

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PAY MINIMUM WAGES**

8 **(Labor Code §§ 1194, 1197, 1197.1; Wage Order 4-2001, § 4)**

9 **By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS**

10 29. As a separate and distinct cause of action, PLAINTIFF realleges and incorporates by
11 reference, as though fully set forth herein, all the allegations contained in the preceding paragraphs of
12 this Complaint, excepting those allegations which are inconsistent with this cause of action.

13 30. At all relevant times, Plaintiff and Class Members were employees of Defendants
14 covered by Labor Code §1197.

15 31. Pursuant to Labor Code §§ 1182.11-1182.13, 1197 and applicable Wage Order,
16 Plaintiff and Class Members were entitled to receive the prevailing minimum wages for all hours
17 worked.

18 32. Throughout the relevant time period, as a result of the Defendants policies and
19 practices, Defendants failed to pay Plaintiff and Class Members minimum wages as required by law
20 for all hours worked.

21 33. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and Class
22 Members suffered damages in an amount, subject to proof, to the extent Plaintiff and Class Members
23 were not paid minimum wages for all hours actually worked.

24 34. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiff and Class Members are entitled
25 to recover the full amount of unpaid minimum wages, prejudgment interest, liquidated damages,
26 reasonable attorney's fees and costs of suit.
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1 35. Pursuant to California Labor Code § 1199, Defendants are subject to the civil penalty of
2 \$50.00 for the initial violation wherein Defendants underpaid Plaintiffs, and \$100.00 for each
3 subsequent pay period during which the Plaintiffs were underpaid.

4 36. Pursuant to California Labor Code § 1197.1, Defendants are subject to the civil penalty
5 of \$100.00 for the initial violation wherein Defendants underpaid Plaintiffs, and \$250.00 for each
6 subsequent pay period during which the Plaintiffs were underpaid.

7 WHEREFORE, PLAINTIFF requests relief as hereafter provided.

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9 **THIRD CAUSE OF ACTION**

10 **FAILURE TO PROVIDE MEAL AND REST PERIODS**

11 **(Labor Code §§ 226.7 and 512; Wage Order 4-2001, § 12)**

12 **By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS**

13 37. As a separate and distinct cause of action, PLAINTIFF realleges and incorporates by
14 reference, as though fully set forth herein, all the allegations contained in the preceding paragraphs of
15 this Complaint, excepting those allegations which are inconsistent with this cause of action.

16 38. DEFENDANTS failed to provide PLAINTIFF and Class Members with meal periods
17 for shifts in excess of five (5) hours worked and failed to provide PLAINTIFF with meal period
18 premium compensation in violation of Labor Code §§ 226.7, 512 and the applicable Wage Order.

19 39. Throughout PLAINTIFF' s employment, DEFENDANTS failed to provide PLAINTIFF
20 and Class Members any rest periods and failed to provide PLAINTIFF and Class Members with rest
21 period premium compensation in violation of Labor Code §§226.7, 512 and the applicable Wage
22 Order.

23 40. PLAINTIFF is informed and believes, and based thereon alleges that the failure of
24 DEFENDANTS to provide meal and rest periods, and the failure to provide premium compensation in
25 lieu thereof, was willful, purposeful, and unlawful and done in accordance with the policies and
26 practices of DEFENDANTS' operations.

27 41. As a proximate cause of the aforementioned violations, PLAINTIFF and Class
28 Members have been damaged in an amount according to proof at time of trial, but in an amount in

1 excess of the jurisdiction of this Court. PLAINTIFF and Class Members are entitled to recover the
2 unpaid balance of wages owed, penalties, including penalties available pursuant to Labor Code §§
3 226,226.7 and 558, plus interest, and reasonable attorneys' fees and costs of suit pursuant to Labor
4 Code §§ 218.5 and 1194, *et. seq.*

5 WHEREFORE, PLAINTIFF requests relief as hereafter provided.

6 **FOURTH CAUSE OF ACTION**

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

8 **(Labor Code § 226)**

9 **By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS**

10 42. As a separate and distinct cause of action, PLAINTIFF realleges and incorporates by
11 reference, as though fully set forth herein, all the allegations contained in the preceding paragraphs of
12 this Complaint, excepting those allegations which are inconsistent with this cause of action.

13 43. Labor Code § 226 requires all employers to provide accurate itemized wage statements
14 to each employee for wages earned during that pay period.

15 44. DEFENDANTS failed to provide PLAINTIFF and Class Members with accurate
16 itemized wage statements as required by Labor Code§ 226. In particular, by virtue of the foregoing
17 policies and practices, DEFENDANTS knowingly and intentionally did not state on PLAINTIFF's and
18 Class Members' payroll records the meal and rest period premium pay they had earned, nor all hours
19 worked, including for overtime hours.

20 45. PLAINTIFF and Class Members are entitled to recover the greater of all actual
21 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
22 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate
23 penalty of four thousand dollars (\$4,000) per employee, and are entitled to an award of costs and
24 reasonable attorney fees.

25 WHEREFORE, PLAINTIFF requests relief as hereafter provided.

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FIFTH CAUSE OF ACTION
WAITING TIME PENALTIES
(Labor Code §§ 201-203)

By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS

46. As a separate and distinct cause of action, PLAINTIFF realleges and incorporates by reference, as though fully set forth herein, all the allegations contained in the preceding paragraphs of this Complaint, excepting those allegations which are inconsistent with this cause of action.

47. At the time of resignation or termination of PLAINTIFF and all other former employee Class Members, DEFENDANTS owed PLAINTIFF and all other former-employee Class Members wages that had not been paid to them when they became due.

48. DEFENDANTS willfully failed to pay PLAINTIFF and all other former-employee Class Members all wages due and owing them immediately upon termination or resignation, or within 72 hours of resignation, in violation of Labor Code §§ 201 and 202.

49. DEFENDANTS never tendered payment of all wages due and owing to PLAINTIFF or any other former-employee Class Members at any time. Based on DEFENDANTS' conduct as alleged herein, PLAINTIFF and all other former-employee Class Members are entitled to recover waiting-time penalties at their daily rate of pay multiplied by the number of days the wages went unpaid, up to a maximum of 30 days in an amount to be proven at trial.

WHEREFORE, PLAINTIFF requests relief as hereafter provided.

SIXTH CAUSE OF ACTION
COMMON LAW CONVERSION
(Civil Code §§ 3336, 3294)

By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS

50. As a separate and distinct cause of action, PLAINTIFF realleges and incorporates by reference, as though fully set forth herein, all the allegations contained in the preceding paragraphs of this Complaint, excepting those allegations which are inconsistent with this cause of action.

1 51. As alleged above, DEFENDANTS wrongfully withheld meal and rest period premium
2 wages, minimum wages, and overtime wages which were the property of PLAINTIFF and Class
3 Members, in violation of the rights of PLAINTIFF and Class Members.

4 52. The right to these wages (property) fully vested to PLAINTIFF and Class Members at
5 the time the labor and services were provided to DEFENDANTS, and accordingly, is and has been the
6 property of PLAINTIFF and Class Members, not DEFENDANTS.

7 53. DEFENDANTS converted PLAINTIFF's and Class Members' property to
8 DEFENDANTS' own use and benefit.

9 54. As a matter of law, the obligation on DEFENDANTS to provide Service Technicians
10 with meal and rest periods or premium wages in lieu thereof, minimum wages, and overtime wages,
11 arises not from contract but from statute. In an action for the breach of an obligation not arising from
12 contract, where it is proven by clear and convincing evidence that the defendant has been guilty of
13 oppression, fraud, or malice, the plaintiff, in addition to the actual damages, may recover damages for
14 the sake of example and by way of punishing the defendant. "Malice" means conduct which is
15 intended by the defendant to cause injury to the plaintiff or despicable conduct which is carried on by
16 the defendant with a willful and conscious disregard of the rights or safety of others. "Oppression"
17 means despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of
18 that person's rights. "Fraud" means an intentional misrepresentation, deceit, or concealment of a
19 material fact known to the defendant with the intention on the part of the defendant of thereby
20 depriving a person of property or legal rights or otherwise causing injury.

21 55. DEFENDANTS' actions constituting conversion were knowing, oppressive, malicious,
22 and fraudulent.

23 56. PLAINTIFF and Class Members have been injured by DEFENDANTS' oppressive,
24 malicious, intentional and fraudulent actions, entitling PLAINTIFF and Class Members to punitive
25 and exemplary damages. PLAINTIFF and Class Members have been injured by DEFENDANTS'
26 intentional conversion of their property. PLAINTIFF and Class Members are entitled to immediate
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1 possession of all amounts converted by DEFENDANTS, with interest, as well as any and all profits
2 that DEFENDANTS acquired by this unlawful conversion.

3 WHEREFORE, PLAINTIFF requests relief as hereafter provided.

4 **SEVENTH CAUSE OF ACTION**

5 **UNFAIR BUSINESS PRACTICES**

6 **(Bus. & Prof. Code §§ 17200, et seq.)**

7 **By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS**

8 57. As a separate and distinct cause of action, PLAINTIFF realleges and incorporates by
9 reference, as though fully set forth herein, all the allegations contained in the preceding paragraphs of
10 this Complaint, excepting those allegations which are inconsistent with this cause of action.

11 58. The Unfair Competition Law, Business & Professions Code §§ 17200 et seq., defines
12 unfair competition to include any "unfair," "unlawful" or "deceptive" business practice, and provides
13 for injunctive and restitutionary relief for violations.

14 59. DEFENDANTS have committed numerous unfair, unlawful, or deceptive business
15 practices including but not limited to failing to provide meal and rest periods and failing to
16 compensate PLAINTIFF and Class Members with premium compensation in lieu thereof, failing to
17 compensate PLAINTIFF and Class Members with proper minimum wages, failing to compensate
18 PLAINTIFF and Class Members with proper overtime wages, and knowingly and intentionally
19 providing inaccurate payroll records to PLAINTIFF and other Class Members.

20 60. The actions of DEFENDANTS detailed herein against PLAINTIFF and Class Members
21 constitute unfair, unlawful and deceptive business practices, and further, constitute actions for which
22 restitutionary relief is available.

23 61. Under Business and Professions Code § 17200, et seq., PLAINTIFF and Class Members
24 are entitled to restitution of all funds, which lawfully should have been paid as premium wages but
25 which were wrongfully withheld by DEFENDANTS, together with interest thereon, civil penalties, or
26 other penalties to any and all Class Members, as well as costs and reasonable attorneys' fees pursuant
27 to statute.
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1 WHEREFORE, PLAINTIFF requests relief as hereafter provided.

2 **EIGHTH CAUSE OF ACTION**

3 **PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**

4 **(LABOR Code§ 2698, et seq.)**

5 **By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS**

6 62. As a separate and distinct cause of action, PLAINTIFF realleges and incorporates by
7 reference, as though fully set forth herein, all the allegations contained in the preceding paragraphs of
8 this Complaint, excepting those allegations which are inconsistent with this cause of action.

9 63. PLAINTIFF is an aggrieved employee as defined in Labor Code§ 2699(a). PLAINTIFF
10 brings this cause on behalf of himself and other current and former Service Technicians employees
11 (also aggrieved employees) affected by the Labor Code violations described in this complaint.

12 64. DEFENDANTS, at all relevant times, were employers or persons acting on behalf of an
13 employer who violated PLAINTIFF' s and other current and former aggrieved employees' rights by
14 violating the Labor Code, and are subject to civil penalties.

15 65. Defendants committed the following violations of the Labor Code against PLAINTIFF,
16 and, on information and belief, other current and former aggrieved employees while they were
17 employed by Defendants:

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- 19 a. Defendants violated Labor Code§§ 201-203 by failing to pay all wages due on the
20 date of the employee's involuntary termination or within 72 hours of the
21 employee's voluntary termination.
 - 22 b. Defendants violated Labor Code § 226 by failing to provide accurate itemized
23 wage statements.
 - 24 c. Defendants violated Labor Code §§ 226.7 and 512 by failing to provide meal and
25 rest periods compliant with California law.
 - 26 d. Defendants violated Labor Code §§ 510 and 1194 by failing to provide overtime
27 compensation compliant with California law.
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- 1 e. Defendants violated Labor Code §§ 1194, 1197 and 1197.1 by failing to provide
2 overtime compensation compliant with California law.
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4 f. Defendants violated Labor Code §§ 558 and 1199 by requiring or causing Class
5 Members, including Plaintiff, to work under conditions of labor prohibited by the
6 applicable IWC Wage Order, or by violating or refusing or neglecting to comply
7 with the provisions of the Labor Code or the applicable Wage Order.

8 66. PLAINTIFF provided written notice on or about August 18, 2017, by online
9 submission the Labor and Workforce Development Agency ("LWDA") and by certified mail to
10 DEFENDANTS of the facts and theories regarding the violations of the Labor Code.

11 67. The requisite time has elapsed since PLAINTIFF's notice to the LWDA and
12 DEFENDANTS. The LWDA has not advised PLAINTIFF that it intends to investigate his claims,
13 nor have DEFENDANTS provided notice that the alleged violations have been cured. PLAINTIFF has
14 therefore exhausted all administrative procedures required under Labor Code §§ 2698, 2699 and
15 2699.3, and as a result, is justified as a matter of right in bringing forward this cause of action.

16 68. Pursuant to PAGA, PLAINTIFF should be awarded twenty-five percent (25%) of all
17 penalties due under California law, including attorneys' fees and costs.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, PLAINTIFF prays for relief and judgment against all DEFENDANTS, jointly
20 and severally, as follows:

- 21 1. For an order determining that this action may be maintained as a class action under
22 Code of Civil Procedure § 382;
23
24 2. For an order appointing PLAINTIFF as the representative of the Class as indicated and
25 defined herein;
26
27 3. For an order determining that this action may be maintained as a representative action
28 under Labor Code § 2698, et seq. (PAGA);

1 4. For an order appointing PLAINTIFF as the PAGA representative of the aggrieved
2 employees as indicated and defined herein;

3 5. For an order appointing counsel for PLAINTIFF as Class Counsel;

4 6. For general and compensatory damages according to proof;

5 7. For restitution of all monies due to PLAINTIFF and the Class from the unlawful
6 business practices;

7 8. For exemplary and punitive damages due to PLAINTIFF and the Class due to the
8 unlawful conversion;

9 9. For interest accrued to date;

10 10. For costs of the suit incurred;

11 11. For disgorgement of profits garnered as a result of DEFENDANTS' unlawful failure to
12 pay overtime wages earned;

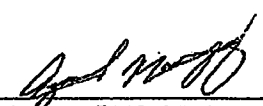
13 12. For all penalties allowed by law;

14 13. For attorneys' fees and costs pursuant to statute and all other applicable law; and

15 14. For such other and further relief as this Court may deem appropriate.
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18 DATED: August 7, 2018

Respectfully Submitted By:

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21 ALIREZA ALIVANDIVAF
22 AZAD MARVAZY
23 Attorneys for Plaintiffs

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DEMAND FOR A JURY TRIAL

Plaintiff hereby demands a jury trial in this action against Defendants.

Dated: August 7, 2018

Respectfully Submitted By:



ALIREZA ALIVANDIVAFÁ
AZAD MARVAZY
Attorneys for Plaintiffs

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Alireza Aliivandvafa, Esq. (State Bar Number 255730) Attorneys and Counselors at Law 1925 Century Park East, Suite 1990 Los Angeles, California 90067 TELEPHONE NO: (310) 570-2238 FAX NO: (310) 300-1015		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> ENDORSED FILED CM-010 Clerk of the Superior Court AUG 07 2018 J. SAPP-CHUN DEPUTY CLERK </div>
ATTORNEY FOR (Name): Plaintiff Edward Watson		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SOLANO		
STREET ADDRESS: 580 Texas Street MAILING ADDRESS: 580 Texas Street CITY AND ZIP CODE: Fairfield 94533 BRANCH NAME: Old Solano Courthouse		BY: _____
CASE NAME: Watson v. Tennant Company, et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: FCS051818
		JUDGE: MICHAEL MATTICE DEPT: 10

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

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

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

a. <input type="checkbox"/> Large number of separately represented parties	d. <input checked="" type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

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

4. Number of causes of action (specify): **8**

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

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

Date: **August 7, 2018**
 Azad M. Marvazy _____
(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 3



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SOLANO**

CIVIL DIVISION

OLD SOLANO COURTHOUSE
580 Texas Street
Fairfield, CA 94533
(707) 207-7330

HALL OF JUSTICE
800 Union Avenue
Fairfield, CA 94533
(707) 207-7330

Plaintiff(s): EDWARD WATSON, et al.

Case No. FCS051313

Defendant(s): TENNANT COMPANY, et al.

**NOTICE OF CASE MANAGEMENT
CONFERENCE ONE
AND
NOTICE OF ASSIGNMENT OF
JUDGE FOR ALL PURPOSES**

**PURSUANT TO LOCAL RULES AND BY ORDER OF THIS COURT, THIS MATTER HAS BEEN
CALENDARED FOR CASE MANAGEMENT CONFERENCE ONE:**

Date: NOVEMBER 29, 2018 Time: 9:00 a.m.

**THIS MATTER HAS BEEN ASSIGNED FOR ALL PURPOSES TO:
Judge Michael C. Mattice, Department 10**

ALL HEARINGS WILL BE HELD AT: 580 Texas Street, Fairfield, California 94533

The obligations of counsel, or any party not represented by an attorney, in regard to Case Management Conference One and any Case Management Conference Two set by the court are as follows:

1. Service of the complaint must be within sixty (60) calendar days of the date of filing.
2. Service and filing of any responsive pleadings must be within thirty (30) days after service of the complaint. The time for filing responsive pleadings may not be extended except as authorized by law. Appearance at the Case Management Conference does not excuse a litigant from the requirement of filing and serving a responsive pleading within this deadline.
3. Plaintiff shall serve a copy of this *Notice of Case Management Conference One and Notice of Assignment of Judge for All Purposes ("Notice of CMC One")* on all defendants with the complaint.
4. Any party serving a cross-complaint shall serve a copy of this *Notice of CMC One* on each cross-defendant with the cross-complaint.
5. Any cross-complaint served after Case Management Conference One has been held shall have a *Notice of Case Management Conference Two* served with it.
6. At least thirty days before the date set for Case Management Conference One, all counsel and self-represented parties shall comply with the meet and confer obligations of California Rules of Court, rule 3.724.
7. A *Case Management Statement* (Judicial Council form CM-110) shall be filed with the court and served on all parties by each counsel by the 15th calendar day before the date set for Case Management Conference One.
8. At least one party demanding a jury on each side of a civil case must pay a nonrefundable fee of \$150.00 on or before the initial case management conference or as otherwise provided by statute.

NOTICE OF CMC ONE AND NOTICE OF ASSIGNMENT OF JUDGE

9. At Case Management Conference One the court shall inform counsel and self-represented parties of the date, time and place for Case Management Conference Two and shall make any orders regarding what is expected that counsel and self-represented parties will accomplish in regard to the case before the filing of the Case Management Statement for Case Management Conference Two.

10. Each counsel shall complete, file, and serve on all parties a completed Case Management Statement by the 15th calendar day before the date set for Case Management Conference Two.

11. At any Case Management Conference, counsel shall be completely aware of all procedural, factual, and legal aspects of the case, and have full authority to discuss and resolve any issues that arise at the conference, including settlement of the case. This applies equally to both attorneys of record and specially-appearing counsel.

12. The court may impose sanctions pursuant to Solano County Local Rules, rule 4.6, in the event that a Case Management Statement is not timely filed and/or served, or is not fully completed, or the requirements of Rule 4.6 are not met.

COUNSEL AND SELF-REPRESENTED PARTIES ARE OBLIGATED TO REVIEW AND COMPLY WITH LOCAL AND STATEWIDE RULES REGARDING CIVIL LITIGATION. They are available at <http://www.courts.ca.gov/rules.htm> <http://www.solano.courts.ca.gov/LocalRulesofCourt.htm>

AFFIDAVIT OF SERVICE

I, the undersigned, declare under penalty of perjury that I am employed as a deputy clerk of the above-entitled court and not a party to the within-entitled action, and that I served this notice as follows:

I personally served the person named below on (date): 8/8/2018 at (time) 9:27AM

Name: Joaquín G. Fontenot one legal
 Party Attorney of Record Representative

I, Joaquín G. Fontenot, acknowledge receipt of a copy of this Notice of Case Management Conference One and Notice of Assignment of Judge for All Purposes.
Date: 8/8/2018 Signature: [Signature]

I caused to be placed a true copy of this notice in an envelope which was then sealed and postage fully prepaid on the date shown below; that I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service; that the above stated document will be deposited in the Superior Court of California, County of Solano's outgoing mailbox for collection by county mail carriers on the date indicated. Said envelope was addressed to the attorneys for the parties, or the parties, as shown below:

See attached for additional service addresses

Date: 8/8/2018

Clerk of the Court
Superior Court of California, County of Solano

By: [Signature]
Deputy Clerk

FILED
Clerk of the Superior Court

DEC -5 2014

1 IN THE SUPERIOR COURT OF CALIFORNIA

2 IN AND FOR THE COUNTY OF SOLANO

By

A. W. [Signature]
DEPUTY CLERK

3
4 In re Complex Litigation

Standing Order No. 2015-001-CV

5 **AMENDED STANDING ORDER FOR**
6 **ELECTRONIC SERVICE OF**
7 **DOCUMENTS IN COMPLEX**
8 **LITIGATION**

9 **A. FINDINGS**

10 The court finds that entry of a standing order requiring mandatory electronic service
11 of all pleadings and documents in all cases that it identifies as "complex" per California
12 Rules of Court, rule 3.403 will benefit the court, attorneys, and litigants, and will further the
13 orderly conduct and management of complex litigation in this jurisdiction. The court further
14 finds that electronic service will not cause undue hardship or significant prejudice to any
15 party.

16 **B. ELECTRONIC SERVICE OF DOCUMENTS**

17 1. Effective January 1, 2015, the court orders that all documents shall be served,
18 electronically as set forth in this order and in California Rules of Court, rule 2.251. This
19 standing order shall apply to all cases pending on January 1, 2015, and to all cases filed on
20 or after January 1, 2015. Unless otherwise agreed by the parties, this order does not apply to
21 any documents filed or served prior to January 1, 2015.

22 2. Original documents must be filed with the court as required by the Code of
23 Civil Procedure, the California Rules of Court, or the local rules of the Superior Court of
24 California, County of Solano. Nothing in this standing order shall be construed to require or
25 permit electronic filing of documents with the court.

1 3. Per California Rules of Court, rule 2.253(b)(1)(F), this standing order shall
2 apply only to cases designated as complex per California Rules of Court, rules 3.400
3 through 3.403.

4 4. This standing order shall apply to all attorneys in a complex matter. This
5 standing order shall apply to self-represented litigants only if they elect to participate in
6 electronic service. Unrepresented litigants who do not elect to participate in electronic
7 service shall serve and shall be served documents in the manner required by the Code of
8 Civil Procedure, the California Rules of Court, and/or the local rules of the Superior Court
9 of California, County of Solano.

10 5. The following documents shall not be served electronically:

11 a. Documents filed under seal or subject to a pending motion to seal, unless
12 electronic service is permitted or required by specific court order.

13 b. Documents directed to an unrepresented party who has not elected to
14 participate in electronic service.

15 c. A summons, complaint, or cross-complaint.

16 6. The documents enumerated in (B)(5), *supra*, shall be served pursuant to the
17 applicable provisions of the Code of Civil Procedure, California Rules of Court, and/or the
18 local rules of the Superior Court of California, County of Solano.

19 **C. DEFINITIONS**

20 1. The definitions in California Rules of Court, rule 2.250(b) shall apply to this
21 standing order.

22 2. The term "plaintiff" includes a cross-complainant or an intervenor.

23 3. The term "initial complaint" includes a cross-complaint or a complaint in
24 intervention.

25

1 4. The term "amended complaint" includes an amended cross-complaint or an
2 amended complaint in intervention.

3 **D. DESIGNATION OF ELECTRONIC SERVICE PROVIDER**

4 1. The court designates File & ServeXpress as the electronic service provider ("the
5 ESP"). File & ServeXpress shall serve as the ESP absent notice by the court that the ESP has
6 been changed or further court order. File & ServeXpress may be contacted by visiting
7 <http://www.fileandservexpress.com> or by calling 888-529-7587.

8 **E. NOTICE OF STANDING ORDER**

9 1. If a plaintiff designates the case as complex on the initial complaint, a copy of
10 this standing order shall be served on all defendants concurrently with the summons and
11 complaint. If a plaintiff does not designate the case as complex on the initial complaint but
12 designates it as complex on an amended complaint, a copy of this standing order shall be
13 served on all defendants concurrently with the amended complaint.

14 2. If a defendant designates the case as complex on the initial answer, a copy of
15 this standing order shall be served on all plaintiffs concurrently with the answer. If a defendant
16 does not designate the case as complex on the initial answer but designates it as complex on an
17 amended answer, a copy of this standing order shall be served on all plaintiffs concurrently
18 with the amended answer.

19 3. If neither party designates the case as complex but the court determines the case
20 is complex per California Rules of Court, rule 3.403(b), the plaintiff shall serve a copy of this
21 standing order on all defendants within 5 calendar days of being notified by the court of the
22 complex designation.

23 4. Any party that joins a new party into this action shall serve a copy of this
24 standing order on the new party at the time of initial service.

25

1 **F. REGISTRATION WITH ELECTRONIC SERVICE PROVIDER**

2 Upon the court designating a civil action as complex per California Rules of Court,
3 rules 3.402 and 3.403, the following registration procedures shall apply:

4 1. Within 15 days of the court's designation of the case as complex, the
5 plaintiff's attorney, or the plaintiff if self-represented, shall submit to the ESP and to the
6 court a complete and current list of the parties, party types, and counsel representing each
7 party. The list shall include the names of any lead and other associated attorneys, together
8 with addresses, telephone and facsimile numbers, and e-mail addresses. All lists shall be
9 sent to the following e-mail address: eservice@fileandservexpress.com. The ESP shall
10 promptly notify all Registered Users of any changes to this e-mail address.

11 2. If an unrepresented party affirmatively consents to electronic service, the
12 plaintiff's attorney, or the plaintiff if self-represented, shall submit to the ESP and to the
13 court the unrepresented party's address, telephone number, facsimile number, and e-mail
14 address in the same manner and within the same time limits as for attorneys.

15 3. All attorneys, and any unrepresented parties who consent to electronic
16 service, shall register with the ESP in the manner designated by the ESP.

17 4. Each attorney and unrepresented party registered with the ESP shall keep his or
18 her service information current and accurate with the ESP, all other attorneys and
19 unrepresented parties, and the court.

20 5. Each attorney and unrepresented party registered with the ESP shall be referred
21 to in this order as a "Registered User."

22 **G. ESTABLISHMENT AND STRUCTURE OF COMPLEX LITIGATION**
23 **WEBSITE**

24 1. For each complex litigation case subject to this standing order, the ESP shall
25 establish and maintain an Internet website ("the Website"). The ESP shall post to the Website

1 all documents submitted to the ESP by any Registered User and shall serve each document
2 pursuant to the service list provided to the ESP in accordance with the procedures herein.

3 2. Access to the Website will be limited to Registered Users and authorized court
4 personnel. The ESP will provide each Registered User and authorized court personnel with a
5 user name and password to access the Website and the documents served in this action. The
6 ESP personnel will perform all administrative functions for the Website, but all initial data,
7 additions, deletions or changes to the service list must be submitted by the attorneys and/or
8 parties.

9 3. All documents posted on the Website will be identified by: (1) the name of the
10 serving party or attorney; (2) the caption(s) of the case(s) to which the document belongs; (3)
11 the title of the document set forth on its caption; and (4) the identity of the party on whose
12 behalf the document is being served.

13 4. The Website shall contain an index of all served documents for the litigation
14 that will be searchable and sortable according to methods that provide useful access to the
15 documents.

16 **H. CONTENT AND FORMAT OF DOCUMENTS SERVED THROUGH THE ESP**

17 1. The document shall be served to the ESP either as a word-processing file or as a
18 scanned image of the document. Each document shall be titled so as to identify the type and
19 purpose of such document and the identity of the attorney or party who is serving such
20 document.

21 2. Every pleading, document and instrument served electronically shall bear a
22 facsimile or typographical signature of at least one of the serving attorneys and/or parties,
23 along with the typed name, address, telephone number and State Bar of California number,
24 where applicable, of such attorney or party. Typographical signatures shall be treated exactly
25 as personal signatures for purposes of electronically served documents under the Code of Civil

1 Procedure. The attorney and/or party serving any document requiring multiple signatures (e.g.,
2 stipulations, joint status reports) must list thereon all the names of other signatories by means
3 of a “_s/” block for each. By submitting such a document, the serving party certifies that
4 each of the other signatories has expressly agreed to the form and substance of the document
5 and that the serving attorney or party has the actual authority to submit the document
6 electronically. The serving attorney or party must maintain any records evidencing this
7 occurrence for subsequent production to the court if so ordered or for inspection upon request
8 by any party.

9 3. A Registered User’s service of any document through the ESP shall be deemed
10 to include an implied warranty that to the best of the Registered User’s knowledge, the
11 transmitted document does not contain malware.

12 **I. PROCEDURE FOR SERVICE THROUGH THE ESP**

13 1. A document shall be served through electronic transmission to the ESP over the
14 Internet.

15 2. After the ESP receives a document, the ESP shall convert such document into
16 Adobe Portable Document Format (“PDF”) and post it to the Website within one (1) hour of
17 receipt.

18 3. Within one (1) hour of the time a document is posted to the Website, the ESP
19 will notify all Registered Users that a document has been posted to the Website. Registered
20 Users will also receive a courtesy e-mail notification of a filing with which they have been
21 served. The email shall contain a hyperlink to the document location(s) on the Website .

22 5. Each Registered User shall retain an original dated hard copy with hand written
23 signature of all documents served electronically by that Registered User. All such hard copies
24 shall be made available for inspection in the manner set forth in California Rules of Court,
25 rules 2.251(i) and 2.257(a).

1 **J. PROOFS OF SERVICE**

2 1. Written proofs of electronic service shall conform to Code of Civil Procedure
3 section 1013a and California Rules of Court, rule 2.251(i). The ESP's transaction receipt may
4 operate as the proof of service so long as it complies with California Rules of Court, rule
5 2.251(i), and California Code of Civil Procedure section 1013a.

6 3. A proof of service page may be attached to the last page of any electronically
7 served document. Neither a separate caption page nor a separate filing of the proof of service is
8 required so long as the proof of service page contains a caption referencing the case name and
9 action number, is attached as the last page of the electronically served document to which it
10 refers, and references the ESP's transaction receipt.

11 **K. EFFECT OF ELECTRONIC SERVICE**

12 1. Each document electronically served pursuant to this standing order shall be
13 presumed to have been served in compliance with the Code of Civil Procedure.

14 2. The effective date of service shall be governed by California Rules of Court,
15 rule 2.251(h).

16 **L. TECHNICAL PROBLEMS AND ERRORS**

17 1. If electronic service does not occur or is delayed because of (1) an error in
18 the transmission of the document to the ESP or served party which was unknown to the
19 sending party, (2) a failure to process the electronic document when received by the ESP,
20 (3) an erroneous exclusion from the service list, or (4) other technical problems experienced by
21 the ESP, the party or parties affected shall, absent extraordinary circumstances, be entitled to
22 an extension for any response or the period within which any right, duty, or other act must be
23 performed, provided the Registered User demonstrates that he or she attempted to file or
24 complete service on a particular day and time.

25

1 2. In the event the technical difficulties described above result in a Registered User
2 being unable to comply with a statutory, court-ordered, or mutually-agreed deadline, the
3 Registered User may obtain an ex parte court order granting an extension of time by following
4 the standard ex parte procedure in the California Rules of Court and the court's local rules.
5 Provided the technical problem has been resolved and the Website is operating normally,
6 notice of the ex parte application may be given through the ESP. In addition to the ex parte
7 application, the Registered User shall file and serve a declaration which describes the
8 attempt(s) made, provides the reason service did not occur or was delayed, states how and
9 when the non-service or delay in service was discovered, details the person's efforts made to
10 rectify the situation, and states with specificity the extension of time sought.

11 3. If the technical difficulties described above do not prevent a Registered User
12 from meeting a statutory, court-ordered, or mutually-agreed deadline, the Registered User may
13 file and serve a declaration which describes the attempt(s) made to serve the documents,
14 provides the reason(s) service did not occur or was delayed, states how and when the non-
15 service or delay in service was discovered, details the person's efforts made to rectify the
16 situation, and states with specificity the extension of time the party believes appropriate.

17 **M. ELECTRONIC SERVICE OF ORDERS AND OTHER PAPERS BY COURT**

18 The court may serve notices, orders, and other documents electronically subject to the
19 provisions of this order.

20 **N. MODIFICATIONS TO STANDING ORDER**

21 The court may, on a party's motion or on its own motion, order modifications to this
22 standing order in a specific case.

23 It is so ordered.

24 Date: 12-4-14


25 Scott L. Kays
Supervising Judge, Civil Division

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

Edward Watson

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Azad M. Marvazy (SBN 298622) Alireza Alivandivafa (SBN 255730) LIGHT LAW GROUP, APC

1925 Century Park East, Suite 1990, Los Angeles, CA 90067

DEFENDANTS

Tennant Company

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

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

Attorneys (If Known)

Leigh A. White (State Bar No. 167477), Joel M. Van Parys (State Bar No. 227387), Jeffrey C. Bills (State Bar No. 301629) CAROTHERS DISANTE & FREUDENBERGER LLP 18300 Von Karman Avenue, Suite 800, Irvine, CA 92612

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)

- PTF DEF Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal codes and checkboxes.

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, 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):

28 U.S.C. § 1332

Brief description of cause:

Wage and hour putative 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

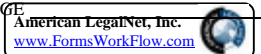
DOCKET NUMBER

DATE 09/07/2018

SIGNATURE OF ATTORNEY OF RECORD /s/ Jeffrey C. Bills

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE



Case 1:18-at-00660 Document 1-3 Filed 09/07/18 Page 2 of 2
INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Tennant Company Failed to Pay Service Techs Proper Wages, Lawsuit Claims](#)
