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KRISTINA M. ZAHN

FILED
Superior Court of California
County of Los Angeles

FEB 21 2014

Sherri R. Carter, Executive Officer/Clerk
By Cristina Grijalva Deputy
Cristina Grijalva

D49 Dendree Hill
SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

BC537105

KRISTINA M. ZAHN, an individual, on her
own behalf and on behalf of other current and
former aggrieved employees,

Plaintiff,

vs.

STEVE GREGORY FOX aka STEVE FOX,
individually and dba STEVE FOX,
ATTORNEY AT LAW and LAW OFFICES
OF STEVE FOX; LAW OFFICES OF STEVE
FOX, a business organization, form unknown;
STEVE FOX, ATTORNEY AT LAW, a
business organization, form unknown; and
DOES 1 through 20, inclusive,

Defendants.

Case No.

COMPLAINT FOR DAMAGES

1. Failure to Pay Overtime Wages (Labor Code §§ 204, 510);
2. Failure to Pay Minimum Wage for All Hours Worked (Labor Code §§ 1182.12, 1194(a), 1197);
3. Failure to Provide Meal Periods and/or One Hour's Compensation in Lieu Thereof (Labor Code §§ 226.7 & 512);
4. Failure to Provide Paid Rest Periods and/or One Hour's Compensation in Lieu Thereof (Lab. Code § 226.7);
5. Failure to Timely Furnish Accurate Itemized Wage Statements (Labor Code § 2699);
6. Failure to Pay All Wages Due by the Next Payroll Period (Labor Code §§ 200, 201(b));
7. Failure to Reimburse for Work Expenses and Losses (Labor Code §§ 450(a) & 2802(a));
8. Waiting Time Penalties (Labor Code §§ 201-203);
9. Private Attorneys General Act (Labor Code §§ 2698, et seq.); and
10. Unfair Business Practices (Bus. & Prof. Code §§ 17200, et seq.).

DEMAND FOR JURY TRIAL

Plaintiff Kristina M. Zahn ("PLAINTIFF") hereby complains and alleges as follows:

\$435.00
\$0.00
\$0.00
\$0.00

RECEIVED: 02/21/14 04:37 PM
DATE PAID: 02/21/14 04:37 PM
PAGE: 310
TOTAL: \$435.00

CIT/CASE: BC537105
LEADER#:

02/21/14
ORIGINAL

I. SUMMARY OF FACTS

1. On December 2, 2012, after narrowly defeating Republican incumbent Ron Smith, Defendant Steve Fox, an attorney with a solo practice in Lancaster, was sworn in as the new Assembly Member representing the 36th California State Assembly District. Along with the 79 other Members of the Assembly, Fox was administered the California Oath of Office, to “solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California,” to “bear true faith and allegiance to the Constitution . . . without any mental reservation or purpose of evasion,” and to “faithfully discharge the duties upon which I am about to enter.”¹

2. But at the same time that Fox was in Sacramento swearing to uphold the Constitution, Plaintiff Kristina Zahn, a paralegal in Fox’s law office in Lancaster, was being subjected to serial violations of California wage and hour laws, as she had been since her hire around February 1, 2011. Although Ms. Zahn worked 50 hours per week on average, Fox systematically refused to pay her overtime. Instead he paid her a weekly “salary” of \$461.54 (before taxes) as though she were exempt, even though Ms. Zahn’s duties did not meet the test of any exemption, and it is unlawful to pay an exempt salaried employee less than twice minimum wage, or \$640.00 per week. On those weeks when she worked 60 hours or more, Ms. Zahn earned below minimum wage.

3. Ms. Zahn’s work conditions deteriorated even further in the fall of 2011 when Fox ran for a position on a college board, and especially after Fox decided to run for a seat in the California State Assembly in 2012. On top of Ms. Zahn’s paralegal and other responsibilities, Fox now required her to perform between 15 and 25 hours per week of free labor on behalf of his campaigns, for which Ms. Zahn did *not* volunteer and were not part of her agreed-upon job duties. Rather than hire campaign workers or solicit volunteers from the community, Fox was propelled

¹ “Dec 2nd 2012 CA Assembly Highlights,” <http://www.youtube.com/watch?v=AyZFAAUdEtA> (pub’d 12/10/2013), accessed 2/9/2014.

1 into elected office thanks to the unpaid work performed by Ms. Zahn and other law office
2 employees.

3 4. But Ms. Zahn was not just underpaid. She was also denied other basic rights
4 afforded California employees. Fox often prevented her from taking a full lunch break because he
5 insisted that she sit at her desk and answer phones while she was eating. Or she needed to work
6 through lunch just to be able to finish her daily assignments in time to go home to her two young
7 children. A break that involved anything other than using the restroom was a luxury. Eventually
8 Ms. Zahn started coming to work at 7:30 a.m. instead of 8:30 a.m. just so that she could make it
9 out by 5:30 p.m. She also had to juggle her job duties with various errands and court runs that she
10 performed for Fox several times a week. At a time when the average price for a gallon of gas was
11 over \$4.00, Ms. Zahn was almost never reimbursed for her mileage.

12 5. Ms. Zahn hoped things would improve after Fox was elected to the California
13 Assembly and she was brought on board as a Secretary/Field Scheduler. Ms. Zahn was one of
14 several other law office employees who staffed Fox's District Office in Palmdale and whose salary
15 was now paid for by the State of California. However, she soon discovered that, in addition to her
16 numerous new duties that she had to perform as a State employee, Fox continued to expect her to
17 perform law office work – this time for free.

18 6. At first this work appeared to be restricted to the weekends, such as organizing and
19 boxing up the files in the law office in preparation for Fox's move to a smaller office. However, it
20 soon metastasized to legal assignments even during normal business hours. Ms. Zahn protested
21 these directives, but Fox insisted that all his former law office employees continue to work his
22 case load.

23 7. Ms. Zahn was never compensated for any time spent performing law office work while
24 employed at the Assembly, which lasted until she was wrongfully discharged on July 25, 2013. She
25 never received a paycheck despite being expected to maintain Fox's law office calendar, field calls
26 from clients, opposing counsel, and judicial officers, draft trial briefs and other pleadings, and drive to
27 the court to file documents. Fox brushed off her repeated complaints about feeling uncomfortable
28

1 about performing (unpaid) law office work while working for the State. "No one will find out," he
2 said.²

3 II. PARTIES

4 A. PLAINTIFF

5 8. Plaintiff Kristina M. Zahn ("PLAINTIFF") is an individual who now and at all
6 times within the applicable statute(s) of limitations was a resident of the County of Los Angeles,
7 State of California.

8 B. DEFENDANTS

9 9. PLAINTIFF is informed and believes and thereupon alleges that defendant STEVE
10 GREGORY FOX aka STEVE FOX ("STEVE FOX") is and at all relevant times was a California
11 attorney admitted into the California Bar, and assigned State Bar Number 170879. On
12 information and belief, at all relevant times, STEVE FOX has resided and/or conducted business
13 within the State of California and the County of Los Angeles.

14 10. PLAINTIFF is further informed and believes and thereupon alleges that FOX is
15 doing and has done business as "STEVE FOX, ATTORNEY AT LAW"; "LAW OFFICES OF
16 STEVE FOX"; and "LAW OFFICE OF STEVE FOX." PLAINTIFF is further informed and
17 believes that FOX has done business under each of these names during the relevant statute of
18 limitations period, and has held himself out to the public under each of these names. For example:

19 a. PLAINTIFF's W-2 Wage and Tax Statement for calendar year 2012
20 identifies "STEVE FOX" and "STEVE FOX, ATTORNEY AT LAW" as PLAINTIFF's
21 employer.

22 b. PLAINTIFF's paycheck stubs identify "LAW OFFICES OF STEVE FOX"
23 as PLAINTIFF's employer. In addition, the Facebook page for STEVE FOX's law practice
24 _____

25 ² Ms. Zahn alleges that while employed by Steve Fox and the California Assembly, she
26 was harassed, subjected to a hostile work environment, and suffered discrimination, retaliation, and a
27 lack of reasonable accommodation, *inter alia* in violation of the Fair Employment and Housing Act,
28 culminating in her wrongful termination. Those allegations are presently being investigated by the
DFEH and are not part of this Complaint. Plaintiff reserves the right to amend to allege appropriate
statutory and common law causes of action, if warranted, at such time that the DFEH completes its
investigation or issues a right-to-sue letter.

1 identifies the company as "The Law Offices of Steve Fox."³ Also, the California State Bar
2 website, which posts information "from the official records of The State Bar of California,"
3 identifies STEVE FOX's practice as "LAW OFFICE OF STEVE FOX."⁴

4 11. At all relevant times, FOX's principal places of business were (a) 1672 West
5 Avenue J, Suite 210, Lancaster, California 93534 (through approximately January 2013); and (b)
6 42156 10th Street West, Suite 103, Lancaster, California 93534 (from approximately February
7 2013 to the present).

8 12. Plaintiff is informed and believes and thereupon alleges that Defendants LAW
9 OFFICES OF STEVE FOX and STEVE FOX, ATTORNEY AT LAW are business organizations
10 who at all relevant time periods were operating within the State of California. The corporate form,
11 if any, of such Defendants is presently unknown to PLAINTIFF.

12 13. Defendants STEVE FOX, LAW OFFICES OF STEVE FOX and STEVE FOX,
13 ATTORNEY AT LAW are collectively referred to herein as the "FOX DEFENDANTS."

14 14. The true names and capacities of Defendants DOES 1 through 20, inclusive ("DOE
15 DEFENDANTS"), whether individual, corporate, associate, or otherwise, are unknown to
16 PLAINTIFF at the time of filing this Complaint and PLAINTIFF therefore sues said DOE
17 DEFENDANTS by such fictitious names and will ask leave of court to amend this Complaint to
18 show their true names or capacities when the same have been ascertained. PLAINTIFF is
19 informed and believes, and therefore alleges, that each of the DOE DEFENDANTS are, in some
20 manner, responsible for the events and happenings herein set forth and proximately caused injury
21 and damages to the PLAINTIFF as herein alleged.

22 15. On information and belief, each of the DOE DEFENDANTS is now and/or, at all
23 times mentioned in this Complaint, was a business entity licensed to do business and/or was and is
24 actually doing business in the State of California, including in the County of Los Angeles, and/or
25 was a person residing in the State of California.

26
27 ³ See <https://www.facebook.com/SteveFoxLaw> (last visited 2/6/2014).

28 ⁴ See <http://members.calbar.ca.gov/fal/Member/Detail/170879> (last visited 2/6/2014).

1 16. PLAINTIFF is informed and believes, and thereon alleges, that at all times
2 mentioned herein, DEFENDANTS, and each of them, were "employers" within the meaning of
3 the relevant IWC Wage Order(s), Labor Code sections, and other regulations regarding payment
4 of wages, including but not limited to the proper classification of employees, the payment of
5 overtime, the payment of at least minimum wage for all hours worked, the provision of meal and
6 rest periods, the reimbursement of necessary business expenses, the provision of accurate itemized
7 wage statements, and other wage and hour requirements, and, as such, were barred from violation
8 of the relevant IWC Wage Order(s), Labor Code sections, and/or other regulations, and are subject
9 to damages and civil penalties arising therefrom, in addition to other remedies whose recovery is
10 authorized under California law.

11 17. PLAINTIFF is informed and believes, and thereon alleges, that at all times
12 mentioned herein, DEFENDANTS, and each of them, were "employers" within the meaning of
13 Civil Code section 3294, and, as such, were and are responsible for the conduct of their managers,
14 directors, officers, and/or agents.

15 18. PLAINTIFF is informed and believes, and thereon alleges, that at all times
16 mentioned herein, DEFENDANTS, and each of them, were "persons" as defined by Labor Code
17 section 18 and other statutes liable for penalties for violating Labor Code statutes. Further, each
18 may be held liable as a "person" or "employer" under or arising out of one or more statutes.

19 19. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS,
20 and each of them, are now and/or at all times mentioned in his complaint were in some manner
21 legally responsible for the events, happenings, and circumstances alleged in his complaint.

22 20. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS,
23 and each of them, proximately subjected PLAINTIFF to the unlawful practices, wrongs,
24 complaints, injuries and/or damages alleged in this Complaint.

25 21. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS,
26 and each of them, except as otherwise alleged or contended, are now and/or at all times mentioned
27 in his complaint, were the agents, servants and/or employees of some or all other Defendants, and
28 vice-versa, and in doing the things alleged in this Complaint.

1 22. PLAINTIFF is informed and believes, and thereon alleges that at all times
2 mentioned, each of DEFENDANTS are and have been the partners, joint venturers, alter egos,
3 and/or coconspirators of each other. At all times mentioned, a unity of interest in ownership and
4 other interests between each of the DEFENDANTS existed such that any separateness ceased to
5 exist between them. The exercise of complete dominance and control over the other entities and
6 their properties, rights and interests, rendered such entities as mere shells and instrumentalities of
7 each other DEFENDANT.

8 23. PLAINTIFF contends that the DEFENDANTS, and each of them, are liable as joint
9 employers under California Labor Code section 558, which provides that "[a]ny employer or other
10 person acting on behalf of an employer who violates, or *causes to be violated*,... any provision
11 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
12 subject to a civil penalty," and where elsewhere authorized by law or statute.⁵

13 **III. JURISDICTION AND VENUE.**

14 24. The California Superior Court has jurisdiction in this matter due to
15 DEFENDANTS' violations of various provisions of the Labor Code, Business and Professions
16 Code § 17200, *et seq.*, the IWC Wage Order(s), the California Constitution, and/or related
17 common law principles.

18 25. The California Superior Court also has jurisdiction in this matter because
19 PLAINTIFF's monetary damages and restitution sought herein exceed the minimal jurisdictional
20 limits of the Superior Court and will be established at trial, according to proof.

21 26. The California Superior Court also has subject matter jurisdiction over the FOX
22 DEFENDANTS, and each of them, because at all relevant times their principal place of business
23 was within the State of California, including at 1672 West Avenue J, Suite 210, Lancaster,
24 California 93534, and subsequently at 42156 10th Street West, Suite 103, Lancaster, California
25 93534.

26 _____
27 ⁵ ; See *Velasco v. Mis Amigos Meat Market, Inc.* (E.D. Cal. Oct. 23, 2013) 2013 WL
28 5755054, *10; *Ontiveros v. Zamora* (E.D. Cal. Feb. 20, 2009) 2009 WL 425962, *5 (citing
Reynolds v. Bement (2005) 36 Cal.4th 1075.

1 27. The California Superior Court has personal jurisdiction over the FOX
2 DEFENDANTS, and each of them, because at all relevant times they resided and/or conducted
3 business within the State of California, including in the County of Los Angeles.

4 28. Venue is proper in the County of Los Angeles in accordance with Code of Civil
5 Procedure § 395(a) because at all relevant times, the FOX DEFENDANTS, or some of them,
6 resided in this county and/or the alleged wrongs occurred in this county, and/or performance was
7 required in this county.

8 **IV. SUMMARY OF FACTUAL ALLEGATIONS.**

9 **A. Plaintiff Is Misclassified by the Fox Defendants from February 1, 2011 –**
10 **December 31, 2012 and Is Subjected to Numerous Labor Code Violations.**

11 29. On or about February 1, 2011, the FOX DEFENDANTS hired PLAINTIFF to work
12 as a family law paralegal in his Lancaster, CA law office (the "Law Office").

13 30. When she was hired, PLAINTIFF expected that STEVE FOX, as a licensed
14 attorney, would comply with California laws and regulations governing wages and hours. For
15 example, PLAINTIFF expected that she would be compensated for any daily or weekly overtime
16 hours that she worked; that she would not be directed to perform off-the-clock work; that she
17 would be paid at least minimum wage for all hours worked; that she would be properly classified
18 as a nonexempt employee; that she would be provided compliant meal and rest periods; that she
19 would be timely furnished with accurate itemized wage statements; that she would immediately
20 receive all wages earned and unpaid at the time of her discharge; and that FOX would otherwise
21 comply with California law with respect to the employment relationship.

22 31. However, throughout the period of her physical employment at the Law Office
23 from approximately February 1, 2011 through December 31, 2012, the FOX DEFENDANTS, and
24 each of them, failed to comply with California law and subjected PLAINTIFF to numerous unfair
25 business practices.

26 1. **Fox Failed to Compensate Plaintiff for Her Overtime Hours and Instead**
27 **Paid Her the Same Low "Salary" Each Week.**

28 32. From approximately February 1, 2011 through December 31, 2012, the FOX

1 DEFENDANTS, and each of them, classified and/or treated PLAINTIFF as an exempt employee
2 not entitled to overtime pay, even though PLAINTIFF's job duties as a paralegal did not qualify
3 her for any legally cognizable exemption. For example, PLAINTIFF spent most of her time each
4 workweek performing clerical tasks such as answering phones, greeting clients, calendaring,
5 corresponding with clients, filling out court forms according to STEVE FOX's specifications,
6 serving pleadings and discovery on opposing counsel, filing, running errands, assisting in billing
7 and working with vendors, and similar tasks.

8 33. PLAINTIFF did not supervise any other employee and did not have the authority to
9 hire, fire, or discipline other employees. She was not involved in day-to-day managerial
10 functions. Her work rarely involved the exercise of discretion and independent judgment.

11 34. The FOX DEFENDANTS paid PLAINTIFF a weekly salary of \$461.54 before
12 taxes, the equivalent of \$11.54 per hour based on a 40-hour week (although PLAINTIFF worked
13 an average of 50 hours per week for much of her employment). At no time during her
14 employment did she earn a weekly salary of at least twice the minimum wage of \$8.00/hour for
15 full-time work.

16 35. In addition, the FOX DEFENDANTS, and each of them, failed to provide
17 PLAINTIFF with any additional compensation for daily or weekly overtime hours, even though
18 PLAINTIFF worked, on average, approximately 10 hours per day and 50 hours per workweek
19 during her employment at the Law Offices and, on occasion, up to 60 hours. As a result,
20 PLAINTIFF received \$461.54 per week even during workweeks in which she worked more than
21 eight hours in any workday or 40 hours in any workweek.

22 36. From time to time, PLAINTIFF also worked more than 12 hours during a single
23 workday and did not receive twice her regular rate of pay for each hour worked.

24 37. Relatedly, the FOX DEFENDANTS, and each of them, failed to compensate
25 PLAINTIFF at least minimum wage for all hours worked during a given workweek. For example,
26 the FOX DEFENDANTS failed to provide PLAINTIFF any compensation whatsoever for time
27 worked in excess of eight hours in a day or 40 hours in a week. Moreover, during pay periods in
28 which PLAINTIFF worked more than 60 hours, her weekly salary corresponded to less than

1 minimum wage for all hours worked.

2 38. During her employment, PLAINTIFF attempted to change her "official" hours
3 from 8:30-5:30 to 7:30-4:30 to permit her more time in the afternoon and evenings to spend with
4 her two young children. However, even after she began coming in at 7:30 a.m., STEVE FOX still
5 caused her to stay in the office until 5:30 or 6:00 to complete last-minute projects or to participate
6 in meetings with family law clients because PLAINTIFF was the firm's only family law paralegal.

7 2. Fox Directed Plaintiff to Assist Him in His Campaigns During Her
8 Employment.

9 39. In mid-2011, and continuing through November 2012, the STEVE FOX directed
10 PLAINTIFF to perform duties to assist him in his campaign for the Antelope Valley College
11 Board, and subsequently his campaign to be elected as Assembly Member for the 36th Assembly
12 District.

13 40. For example, PLAINTIFF was directed to print out and maintain signature sheets
14 and other campaign documents to provide to the campaign; to hand out voter registration forms; to
15 communicate with individuals from the Democratic Party; and to print out copies of campaign
16 flyers and literature hand them out to people.

17 41. PLAINTIFF was also charged with physically putting together campaign signs,
18 which consisted of a board and wooden stake. She would have to put together hundreds of these
19 signs at a time. The signs came in huge boxes and wooden stakes came on large pallets, all of
20 which were dumped in her office. On several occasions, she was unable to get into her own
21 office.

22 42. The campaign work occupied 10 to 15 hours per week during the campaign for
23 election to the Antelope Valley College Board and increased from 15 to up to 25 hours per week
24 during STEVE FOX's the campaign for a seat in the California Assembly.

25 43. Starting in or around April 2012, PLAINTIFF repeatedly complained to STEVE
26 FOX about him turning his law office into a campaign headquarters. She said, "Steve, it's not
27 proper to have your law office and campaign stuff together." She also complained about the
28 sawdust and allergens created by the pallets of wooden stakes and other campaign materials,

1 which had caused her and other staff members to feel sick. She asked STEVE FOX to "find
2 another place to do this."

3 44. FOX responded, "They go hand in hand and I can't afford a campaign office."

4 45. PLAINTIFF was never compensated for any of the work that she performed on
5 behalf of the campaign.

6 3. Although Plaintiff Was Salaried, Fox Reduced Her Compensation Anytime
7 She Left Work Early and Required Her to Use Her Accrued Vacation and
8 Sick Time to "Make Up" the Time

9 46. Although PLAINTIFF was never paid more than \$461.54 per week, the FOX
10 DEFENDANTS, and each of them, would endeavor to reduce PLAINTIFF's compensation for
11 any week in which he believed that PLAINTIFF had worked fewer than eight hours in any
12 workday. The FOX DEFENDANTS would require PLAINTIFF to use her vacation or sick time
13 to "make up" the hours.

14 47. On information and belief, during each workweek in which PLAINTIFF allocated
15 accrued vacation or sick time to ensure that she receive her customary salary, she had nonetheless
16 worked more than enough overtime to more than make up for the difference. However, she was
17 not provided any compensation for that overtime.

18 48. The FOX DEFENDANTS, and each of them, also made it difficult for PLAINTIFF
19 to know how much vacation and sick time she had accrued because that information was not
20 provided on her paycheck stubs and, on information and belief, accrual information was not
21 maintained in any systematic matter by the FOX DEFENDANTS.

22 4. Starting in 2012, Fox Paid a Lower Wage to Plaintiff Than That Reported
23 on Her Pay Stub.

24 49. In or about January 2012, the FOX DEFENDANTS began indicating on
25 PLAINTIFF's pay stubs that she was earning "\$2,400 a month." (See Exhibit "A.") However,
26 this was not true. PLAINTIFF continued to be paid the same as before, \$461.54 per week before
27 taxes, i.e., \$2,000 per month. Had she earned \$2,400 per month, her weekly paycheck would have
28 been \$553.85 before taxes.

1 50. On information and belief, at approximately the same time, other employees of the
2 FOX DEFENDANTS noticed that the "salary" represented on their paycheck stubs was higher
3 than the salary that they were actually receiving.

4 51. PLAINTIFF and, on information and belief, other employees mentioned the
5 discrepancy to STEVE FOX. STEVE FOX denied that there was an error and claimed that he was
6 following the advice of his "accountant." The FOX DEFENDANTS continued to falsely
7 represent that PLAINTIFF was earning "\$2,400 a month" through December 2012.

8 5. Fox Failed to Provide Plaintiff with Duty-Free Meal Periods or Rest Breaks
9 During Her Employment.

10 52. At the time of her hire, STEVE FOX told PLAINTIFF that her work hours would
11 be 8:30 a.m. to 5:30 p.m. with an hour for lunch. At first, PLAINTIFF tried to take an hour lunch
12 break every day. Then in June 2011, the office manager went out on a medical leave and
13 PLAINTIFF was assigned some of her job duties. Due to her increased workload, PLAINTIFF
14 began missing lunch one to two times a week.

15 53. In August 2011, the FOX DEFENDANTS cut back the firm receptionist's hours to
16 part time, starting at 1:30 p.m. every day. This caused calls going unanswered in the mornings
17 and early afternoons. STEVE FOX began to complain about phone calls going unanswered when
18 staff went out for lunch breaks. He told PLAINTIFF, "You have to answer the phone during your
19 lunch break." PLAINTIFF understood that she could not leave the office and risk the phones
20 being left unattended. PLAINTIFF preferred to go home during her lunch break, but starting in
21 August 2011 she felt pressured to stay in the office because STEVE FOX would become angry
22 and belligerent if a potential client called while everyone was at lunch and no one picked up the
23 phone. The office staff attempted to organize a schedule that ensured at least one employee was
24 on duty at all times, but the chaotic nature of the practice and STEVE FOX's demands made it
25 virtually impossible to maintain such a schedule.

26 54. On various occasions, STEVE FOX would see PLAINTIFF eating at her desk and
27 interrupt her lunch to discuss work assignments or to direct her to perform tasks during her lunch.

28 55. As a result, PLAINTIFF frequently was not able to take a duty-free meal period of

1 at least 30 minutes on days in which she worked more than five hours. She also was not able to
2 take a second duty-free meal period on days in which she worked more than ten hours.

3 56. At no time did PLAINTIFF waive any meal period through mutual consent with the
4 FOX DEFENDANTS, or any of them.

5 57. At no time did the FOX DEFENDANTS, or any of them, ever compensate
6 PLAINTIFF one hour of pay at PLAINTIFF's regular rate of pay for each workday that one or
7 more meal periods were not provided.

8 58. Moreover, PLAINTIFF was not provided adequate rest periods during her
9 employment. On numerous occasions, PLAINTIFF was not authorized or permitted to take a rest
10 break of ten minutes net for each four hours worked or major fraction thereof. Increasingly as her
11 employment progressed, and particularly after STEVE FOX began demanding that PLAINTIFF
12 perform 15-25 hours of uncompensated campaign work per week, PLAINTIFF could only take a
13 long enough "break" to use the toilet facilities.

14 59. At no time did the FOX DEFENDANTS, or any of them, compensate PLAINTIFF
15 one hour of pay at her regular rate of pay for each workday that one or more rest periods were not
16 provided.

17 6. Fox Failed to Compensate Plaintiff for Gas Mileage Spent Running Errands
18 on Behalf of the Law Office.

19 60. STEVE FOX often directed PLAINTIFF to run errands for him using her personal
20 vehicle. In 2012, PLAINTIFF estimates that she ran various errands for STEVE FOX between
21 three and four times per week on average, including driving to the Lancaster Courthouse to file
22 documents.

23 61. Despite PLAINTIFF's extensive driving, she was not reimbursed for her gas
24 mileage and STEVE FOX had not communicated any method for expense reimbursement. When
25 PLAINTIFF complained to STEVE FOX about the lack of reimbursement, he would often say that
26 he only has \$20 for reimbursement. However, that \$20 would generally go to the receptionist who
27 was supposed to run errands, even though in actuality PLAINTIFF ran most errands. Only on one
28 or two occasions FOX gave PLAINTIFF ten dollars cash for mileage reimbursement.

1 7. Fox Issued Inaccurate and Incomplete Pay Stubs to Plaintiff.

2 62. In addition, the FOX DEFENDANTS, and each of them, issued PLAINTIFF
3 weekly wage statements that failed to include accurate information and were not properly itemized
4 (see Exhibit "A"). For example:

5 a. The wage statements did not accurately state PLAINTIFF's gross and net
6 wages earned because, for example, they did not include payment for all hours worked, including
7 overtime hours and off-the-clock work, and did not include an hour of premium pay for each day
8 that FOX failed to provide meal and rest periods.

9 b. The wage statements did not set forth PLAINTIFF's total hours worked, nor
10 did the wage statements make reference to *any* hours worked by PLAINTIFF.

11 c. The wage statements did not correctly set forth the inclusive dates of the
12 pay period. For example the wage statements generally reflected only a 5-day pay period
13 (Monday through Friday), rather than a full seven-day workweek. Thus, *no* wage statement
14 encompassed any Saturday or any Sunday, although from time to time PLAINTIFF and, on
15 information and belief, other employees performed work on the weekends.

16 d. The wage statements did not set forth PLAINTIFF's accrued vacation or
17 sick pay.

18 e. The wage statements failed to specify any applicable hourly rates.

19 f. In addition, to the extent that the "Law Offices of Steve Fox" was not the
20 correct name of the legal entity that was PLAINTIFF's employer, the failure to identify the
21 employer's correct name constitutes an additional violation.

22 8. Fox Fails to Compensate Plaintiff All Due and Unpaid Compensation Owed
23 After the Termination of Her Employment.

24 63. In addition, following the termination of PLAINTIFF's employment with the Law
25 Offices on or about December 31, 2012, in violation of California law, the FOX DEFENDANTS
26 failed to pay PLAINTIFF all wages earned and unpaid at the time of discharge. For example,
27 following her termination, the FOX DEFENDANTS did not compensate PLAINTIFF for the
28 unpaid overtime that she had accumulated during her employment; did not provide her additional

1 compensation for pay periods in which she was not compensated at least minimum wage for all
2 hours worked; and did not compensate her an hour of premium pay for each workday in which
3 PLAINTIFF was not provided one or more meal periods or for each workday in which
4 PLAINTIFF was not provided one or more rest periods.

5 64. At no time during the 30 days following the termination of PLAINTIFF's
6 employment did the FOX DEFENDANTS remit to PLAINTIFF any portion of the wages due to
7 her, nor have such wages been remitted to PLAINTIFF at any time thereafter.

8 9. Plaintiff Feared Retaliation if She Complained.

9 65. On multiple occasions, PLAINTIFF protested and complained about her work
10 conditions at the Law Offices, including but not limited to the extensive overtime, the inability to
11 take meal and rest breaks, the requirement that she perform free labor on behalf of STEVE FOX's
12 campaign, and the presence of sawdust and other allergens from the campaign materials that were
13 being stored in the office, as well as the lack of space to work.

14 66. On multiple occasions, soon after PLAINTIFF complained about her pay or other
15 work conditions, she would hear STEVE FOX speaking with another employee about the financial
16 situation of the law practice and how he could not afford to keep all of his employees.
17 PLAINTIFF heard her name mentioned during these conversations and that she was "too
18 expensive" or "cost too much money."

19 67. STEVE FOX also would tell PLAINTIFF from time to time that the law office was
20 not making a profit and that he might have to cut back but hoped that wouldn't be necessary, or
21 other words to that effect.

22 68. Based on these interactions and conversations, PLAINTIFF was afraid that she
23 would be terminated or suffer other adverse employment actions if she continued to complain
24 about her work conditions.

25 B. After Steve Fox's Election to the California Assembly, the Fox Defendants
26 Direct Plaintiff to Perform Uncompensated Work on Behalf of the Law Office.

27 69. In 2012, STEVE FOX, a Democrat, ran against Republican incumbent Ron Smith
28 for election to the 36th District of the California State Assembly. On information and belief,

1 following Election Day, November 6, 2012, Smith was leading by 1,952 votes. The votes
2 continued to be counted manually over the next four weeks. On or about December 2, 2012,
3 STEVE FOX was declared the victor by 145 votes with 66,005 votes to 65,860.

4 70. On or about December 2, 2012, STEVE FOX was sworn into office in Sacramento.
5 When he returned to the Law Office after his swearing-in, he advised his staff that all of them
6 would be laid off at the end of December 2012. However, he told PLAINTIFF and other
7 employees that they may be able to continue working thereafter as employees of the California
8 State Assembly to staff his District Office.

9 71. PLAINTIFF had misgivings about continuing to work with STEVE FOX but she
10 had to continue to provide for her two children and hoped that her working conditions would
11 improve as an employee of the State of California.

12 72. In mid-December 2012, PLAINTIFF received via email a "California Legislature
13 Employment Application" and other documents containing policies and procedures, which she
14 downloaded and printed. PLAINTIFF filled out these documents per STEVE FOX's specific
15 instructions.

16 73. PLAINTIFF was hired effective January 2, 2013. Thereafter, she continued to fill
17 out various forms regarding her employment with the Assembly. For example, PLAINTIFF
18 signed a document entitled "Designation of Person Authorized to Receive Warrants" on February
19 21, 2013, which was approved by the Assembly Rules Committee Payroll Office on February 22,
20 2013.

21 74. After she was hired by the Assembly, STEVE FOX spoke with PLAINTIFF and
22 directed her to start boxing up the Law Office files and assisting in preparing for the Law Office to
23 move to a smaller location. During Saturdays in January, PLAINTIFF spent the day in the Law
24 Office organizing and boxing documents, files, supplies, and equipment. STEVE FOX also
25 directed PLAINTIFF to perform work on certain family law cases that remained open.
26 PLAINTIFF attempted to complete those assignments over the weekend so as not to interfere with
27 her assembly work.

28 75. The FOX DEFENDANTS did not compensate PLAINTIFF for any of this work.

1 76. In mid-January, the District Director (another former Law Office employee)
2 informed PLAINTIFF that she had just spoken with STEVE FOX and he had told her to instruct
3 PLAINTIFF to complete a trial brief for one of STEVE FOX's open cases. PLAINTIFF protested
4 that it was not permitted to perform outside work on the Assembly premises or during business
5 hours. However, the District Director stated that STEVE FOX was adamant that PLAINTIFF
6 perform this task and that PLAINTIFF should "leave in the middle of workday and if it took
7 longer not to worry about it."

8 77. PLAINTIFF was afraid of retaliation if she failed to complete the brief. However,
9 the next time she spoke with STEVE FOX, she said, "I don't want to do any other law office
10 work" and "I'm not comfortable with it." STEVE FOX said, "You shouldn't have to do too much
11 more."

12 78. However, STEVE FOX continued to instruct or direct PLAINTIFF to perform legal
13 work during assembly business hours. For example:

14 a. STEVE FOX expected PLAINTIFF to continue to maintain his law office
15 calendar alongside his Assembly calendar and would provide her court dates, meetings, and
16 deadlines that she would need to include in his calendar.

17 b. Moreover, STEVE FOX directed PLAINTIFF to cancel or reschedule
18 Assembly meetings and events that conflicted with Court dates. She was advised not to disclose
19 the reason for the cancelation of rescheduling.

20 c. Also, clients, judicial officers, and other counsel would call the District
21 Office looking for STEVE FOX. Many of these calls were transferred to PLAINTIFF to handle.

22 d. STEVE FOX also direct PLAINTIFF to file documents in court on his
23 behalf from time to time, starting in February 2013, which entailed her driving to the courthouse.
24 PLAINTIFF also had to use her personal checks to pay the filing fee for documents when STEVE
25 FOX did not provide her with a method of payment.

26 79. In January and February 2013 PLAINTIFF discussed her discomfort with STEVE
27 FOX's then-Chief of Staff. The Chief of Staff expressed concern about the law practice not being
28 separate, and made comments to the effect that STEVE FOX should "get out of the law office".

1 and "he shouldn't be practicing law while he's with the Assembly." On information and belief,
2 STEVE FOX discharged the Chief of Staff shortly thereafter.

3 80. PLAINTIFF wanted to formally report her law office work but she was afraid that
4 she would lose her job as a result. After the former Chief of Staff was discharged, other senior
5 members of STEVE FOX's staff turned a blind eye to the legal work performed by PLAINTIFF
6 and other former law office employees.

7 81. Nevertheless, on or about February 26, 2013, PLAINTIFF reported to the acting
8 District Director that a client of STEVE FOX had reported to her an inappropriate conversation
9 that he had overheard between two members of STEVE FOX's Assembly staff which took place
10 inside the Law Offices. On information and belief, the report was passed along to FOX's new
11 Chief of Staff. However, on information and belief, no action was taken to ensure that FOX's
12 former employees did not continue to perform law office work. Instead, PLAINTIFF found
13 herself being targeted by both the Chief of Staff and the employee at issue with retaliatory intent.

14 82. After these incidents, PLAINTIFF was reluctant to formally complain about law
15 office work for fear of retaliation. However, she continued to express her discomfort with such
16 work directly to STEVE FOX. On one occasion, when STEVE FOX directed PLAINTIFF to file
17 a Notice of Substitution of Attorney in Santa Clarita, PLAINTIFF said "I don't like doing this,
18 it's not what I'm supposed to be doing." STEVE FOX said words to the effect of "Don't worry
19 about it. No one will ever find out."

20 83. PLAINTIFF was never compensated for any work that she was required to perform
21 on behalf of the FOX DEFENDANTS between January 2, 2013 and July 25, 2013, when her
22 employment with the Assembly was terminated, and after which she was not instructed to perform
23 any additional law firm work. She was also never provided with a pay stub for any period in
24 which she performed Law Office work.

25 84. PLAINTIFF further alleges that during this time period she was not reimbursed for
26 lawful and necessary business expenses, including mileage, which the FOX DEFENDANTS
27 required her to incur in the discharge of her duties.

28 85. In addition, the FOX DEFENDANTS failed to pay her all wages due to her

1 following the termination of her employment, and further alleges that such failure to pay has
2 continued to the present, resulting in waiting time penalties.

3 **IV. EXHAUSTION OF ADMINISTRATIVE REMEDIES.**

4 86. As alleged herein, PLAINTIFF's employment relationship with the FOX
5 DEFENDANTS ceased approximately July 25, 2013.

6 87. Within the applicable statutory period, PLAINTIFF exhausted her administrative
7 remedies as required under the Private Attorneys General Act ("PAGA"), Labor Code sections
8 2698, et seq., including by giving timely written notice by certified mail to the Labor and
9 Workforce Development Agency and the FOX DEFENDANTS of the specific provisions
10 violated, including the facts and theories to support the alleged violation.

11 88. In her letter to the LWDA, PLAINTIFF alleged that the FOX DEFENDANTS
12 violated and/or were subject to the provisions of Labor Code §§ 201-203; 204b; 210; 223; 225;
13 225.5; 226(a); 226(e); 226.7; 510; 512(a); 553; 558; 1174(d); 1182.12, 1194, 1197, 1197.1; 1198;
14 1199; and IWC Wage Order No. 4-2001 and/or any other applicable wage order.

15 89. The LWDA has advised PLAINTIFF, through her counsel, that it does not intend to
16 investigate the alleged violations and that PLAINTIFF may pursue a civil claim on her own behalf
17 and on behalf of other aggrieved employees.

18 90. In addition, on December 30, 2013, PLAINTIFF filed a complaint with the
19 California Department of Fair Employment and Housing ("DFEH"), alleging that while employed
20 by FOX and the California Assembly, she was harassed, subjected to a hostile work environment, and
21 suffered discrimination, retaliation, and a lack of reasonable accommodation, *inter alia*, in violation of
22 the Fair Employment and Housing Act ("FEHA"). Those allegations are presently being investigated
23 by the DFEH and are not part of this Complaint. PLAINTIFF reserves the right to amend to allege
24 appropriate statutory and common law causes of action, if warranted, at such time that the DFEH
25 completes its investigation or issues a right-to-sue letter.

1 V. CAUSES OF ACTION

2 **FIRST CAUSE OF ACTION**

3 **Failure to Pay Overtime Wages**

4 **(Labor Code §§ 204, 510, IWC Wage Order 4-2001, § 3(A), 8 Cal. Code Reg. § 11040)**

5 **(Against the FOX DEFENDANTS)**

6 91. PLAINTIFF re-alleges and incorporates herein by reference paragraphs 1 through
7 90, inclusive, as though fully set forth herein.

8 92. PLAINTIFF was at all relevant times an "employee" covered by California's wage-
9 and-hour laws, including Labor Code sections 204 and 510, 8 Cal. Code Regs. section 11040, and
10 by IWC Wage Order 4-2001, section 3(A).

11 93. Each FOX DEFENDANT was at all relevant times an "employer" and/or "other
12 person acting on behalf of an employer" for purposes of Labor Code section 558(a).

13 94. From approximately February 1, 2011 through December 31, 2012, the FOX
14 DEFENDANTS, and each of them, compensated PLAINTIFF a fixed weekly salary of \$461.54
15 per workweek before taxes, except on weeks where STEVE FOX asserted that PLAINTIFF had
16 worked fewer than 8 hours in any workday. PLAINTIFF did not receive additional pay when she
17 worked more than 8 hours in a day or 40 hours in a week.

18 95. In violation of California law, the FOX DEFENDANTS, and each of them, failed
19 to compensate PLAINTIFF for all hours worked, and/or on duty time, at statutory minimum
20 wages, or regular straight time wages, or statutory overtime rates.

21 96. For example, during various times during the relevant statute of limitations, in
22 violation of Labor Code section 510(a) and IWC Wage Order 4-2001, the FOX DEFENDANTS,
23 and each of them, caused PLAINTIFF to perform work in excess of eight hours in one workday
24 and/or in excess of 40 hours in any one workweek without compensating PLAINTIFF at the rate
25 of no less than one and one-half times PLAINTIFF's regular rate of pay for an employee.

26 97. Furthermore, during various times during the relevant statute of limitations, in
27 violation of Labor Code section 510(a), and IWC Wage Order 4-2001, FOX caused PLAINTIFF
28

1 to perform work in excess of 12 hours in one day without compensating PLAINTIFF at the rate of
2 no less than twice PLAINTIFF's regular rate of pay.

3 98. Furthermore, in violation of IWC Wage Order 4-2001 § 3(A)(1)(c), the FOX
4 DEFENDANTS, and each of them, failed to compensate PLAINTIFF for overtime worked at a
5 rate based on one-fortieth (1/40) of PLAINTIFF's weekly salary.

6 99. Indeed, the FOX DEFENDANTS provided PLAINTIFF with no extra
7 compensation whatsoever for work performed in excess of 8 hours in a day or 40 hours in a
8 workweek.

9 100. Moreover, at all relevant times, and by their failure to properly calculate the proper
10 regular rate of pay as set forth herein, the FOX DEFENDANTS, and each of them, failed to timely
11 and properly compensate PLAINTIFF as required for all hours worked at the proper rate of pay.

12 101. By failing to keep adequate time records required by Labor Code sections 226 and
13 1174, the FOX DEFENDANTS, and each of them, have made it difficult to calculate the overtime
14 and other statutory compensation due to PLAINTIFF.

15 102. In her capacity as paralegal, PLAINTIFF's duties and responsibilities did not
16 involve the management of the Law Offices of Steve Fox, or of a department or subdivision
17 thereof. Moreover, PLAINTIFF did not customarily and regularly direct the work of two or more
18 other employees. Moreover, PLAINTIFF did not have the authority to hire or fire other
19 employees, nor did the FOX DEFENDANTS solicit or give any particular weight to her
20 suggestions and recommendations, if any, as to the hiring or firing and as to the advancement and
21 promotion or any other change of status of other employees. Moreover, PLAINTIFF did not
22 customarily and regularly exercise discretion and independent judgment during her employment.
23 Moreover, to the extent that she ever performed any such duties, she was not primarily engaged in
24 such duties.

25 103. Also, in her capacity as paralegal, PLAINTIFF did not perform work directly
26 related to management policies or general business operations of the Law Offices of Steve Fox or
27 its customers. Moreover, PLAINTIFF did not customarily and regularly exercise discretion and
28 independent judgment. Moreover, PLAINTIFF did not regularly and directly assist a proprietor;

1 or an employee employed in a bona fide executive or administrative capacity; perform under only
2 general supervision work along specialized or technical lines requiring special training,
3 experience, or knowledge; or execute under only general supervision special assignments and
4 tasks. Moreover, to the extent that she ever performed any such duties, she was not primarily
5 engaged in such duties.

6 104. In addition, PLAINTIFF did not earn a monthly salary equivalent to no less than
7 twice the state minimum wage for full-time employment.

8 105. As a result of the FOX DEFENDANTS' and each of their unlawful acts,
9 PLAINTIFF has been deprived of overtime or minimum wages or other compensation in amounts
10 to be determined at trial, and DEFENDANTS are responsible for all back overtime pay owed,
11 regular wages, or minimum wages owed, plus interest, attorneys' fees and costs, liquidated
12 damages, and civil penalties, pursuant to Labor Code sections 210, 218.5, 218.6, 558, and 1194,
13 IWC Wage Order 4-2001, section 20, and 8 Cal. Code Reg. section 11040.

14 Accordingly, PLAINTIFF respectfully requests that the Court award judgment and relief in
15 PLAINTIFF's favor as described herein.

16 **SECOND CAUSE OF ACTION**

17 **Failure to Pay Minimum Wage for All Hours Worked**

18 **(Labor Code §§ 1182.12, 1194(a), 1197, and IWC Wage Orders)**

19 **(Against FOX DEFENDANTS)**

20 106. PLAINTIFF re-alleges and incorporates herein by reference paragraphs 1 through
21 105, inclusive, as though fully set forth herein.

22 107. At all relevant time periods, each of the FOX DEFENDANTS was an "employer"
23 and/or "other person acting on behalf of an employer" pursuant to Labor Code section 558(a).

24 108. Labor Code section 1197 provides in relevant part that "[t]he minimum wage for
25 employees fixed by the [Industrial Welfare Commission] is the minimum wage to be paid to
26 employees, and the payment of a less wage than the minimum so fixed is unlawful."
27
28

1 109. Pursuant to Labor Code section 1182.12 and IWC Wage Order 4-2001 § 4(A),
2 effective January 1, 2008, California employer must compensate their employees at a rate of not
3 less than eight dollars (\$8.00) per hour for each hour worked.

4 110. Labor Code section 1194(a), "Notwithstanding any agreement to work for a lesser
5 wage, any employee receiving less than the legal minimum wage or the legal overtime
6 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
7 of the full amount of this minimum wage or overtime compensation, including interest thereon,
8 reasonable attorney's fees, and costs of suit."

9 111. In violation of the aforementioned statutes and regulations, at various times during
10 the applicable statute of limitations, the FOX DEFENDANTS required PLAINTIFF to remain
11 under their control without paying therefor, and/or were aware that PLAINTIFF was continuing to
12 work during periods in which she received no compensation, which resulted in PLAINTIFF
13 earning less than the required legal minimum wage for those periods.

14 112. For example, PLAINTIFF was not paid at least minimum wage for hours worked in
15 excess of eight hours in a day or on the seventh consecutive day of workweek. Instead, the FOX
16 DEFENDANTS paid PLAINTIFF a flat weekly salary that did not include any additional
17 payments for overtime worked.

18 113. Moreover, from approximately January 2 through July 25, 2013, PLAINTIFF
19 continued to perform work as directed by the FOX DEFENDANTS, including boxing up and
20 organizing the files in the Law Office in preparation for it to move to a smaller location;
21 calendaring and scheduling legal deadlines and court appearances; speaking with clients, opposing
22 counsel, and judicial officers who called or were transferred to the Assembly District Office in
23 search of STEVE FOX; preparing trial briefs and other pleadings and legal documents as directed;
24 performing "emergency" filings in various courthouses; and other such duties.

25 114. On at least one occasion during the period of her employment by the California
26 State Assembly, the FOX DEFENDANTS directed PLAINTIFF to pay a motion filing fee from
27 her own checking account, including on or about June 21, 2013.

28

1 115. On information and belief, other staff members of the District Office also
2 performed uncompensated work on behalf of the law practice while employed by the California
3 State Assembly. On information and belief, senior members of STEVE FOX's Assembly staff
4 knew that the FOX DEFENDANTS were directing PLAINTIFF to perform work related to the
5 law practice.

6 116. The FOX DEFENDANTS', and each of their, failure to pay the legal minimum
7 wage to PLAINTIFF is unlawful and creates entitlement, pursuant to Labor Code section 1194(a),
8 to recovery in a civil action for the unpaid balance of the full amount of the unpaid minimum
9 wages owed, calculated as the difference between the straight time compensation paid and the
10 applicable minimum wage, including interest thereon.

11 117. Pursuant to Labor Code section 1194.2(a) (which provides that in any action under
12 Labor Code section 1194, an employee shall be entitled to recover liquidated damages),
13 PLAINTIFF seeks recovery of liquidated damages on the straight-time portion of uncompensated
14 hours of work (not including the overtime portion thereof) in an amount equal to the wages
15 unlawfully unpaid and interest thereon.

16 118. Pursuant to Labor Code sections 218.6 and 1194(a) and Civil Code section 3287,
17 PLAINTIFF seeks recovery of pre-judgment interest on all amounts recovered herein.

18 119. Pursuant to Labor Code sections 2699 and 1194(a), PLAINTIFF requests that the
19 Court award reasonable attorneys' fees and costs incurred in this action.

20 **THIRD CAUSE OF ACTION**

21 **Failure to Provide Meal Periods and/or One Hour's Compensation in Lieu Thereof**

22 **(Labor Code §§ 226.7 & 512, IWC Wage Order 4-2001 §§ 11, 20)**

23 **(Against FOX DEFENDANTS)**

24 120. PLAINTIFF re-alleges and incorporates herein by reference paragraphs 1 through
25 119, inclusive, as though fully set forth herein.

26 121. At all relevant time periods, each of the FOX DEFENDANTS was an "employer"
27 and/or "other person acting on behalf of an employer" pursuant to Labor Code section 558(a).
28

1 122. At all relevant times, Labor Code sections 226.7(a) and 512(a), 8 Cal. Code Reg.
2 section 11040, and IWC Wage Order No. 4-2001 § 11(A) required that the FOX DEFENDANTS,
3 and each of them, provide employees full and uninterrupted off-duty meal periods, including a
4 first meal period of not less than (30) thirty minutes before working more than (5) five hours in a
5 workday, and a second meal period of not less than (30) thirty minutes before working more than
6 (10) ten hours in a workday.

7 123. At all relevant times, Labor Code sections 226.7(b), 8 Cal. Code Reg. section
8 11040, and IWC Wage Order No. 4-2001 § 11(B) required that if an employer failed to provide a
9 duty-free meal period in accordance with the above requirements, the employer shall pay the
10 employee one hour of pay at the employee's regular rate of compensation for each workday that
11 the full and uninterrupted meal period is not provided.

12 124. The FOX DEFENDANTS, and each of them, failed to regularly provide
13 PLAINTIFF with an uninterrupted duty-free meal period of not less than (30) thirty minutes for
14 shifts of longer than than (5) hours, nor did they provide PLAINTIFF with a second uninterrupted
15 duty-free meal period of not less than (30) thirty minutes for shifts of longer than (10) hours. As
16 such, PLAINTIFF was regularly compelled by the FOX DEFENDANTS, and each of them, to
17 work through her meal periods or was provided with insufficient meal periods

18 125. As a result of the FOX DEFENDANTS' conduct, PLAINTIFF performed work
19 duties during meal periods, for which she was not compensated, and/or was regularly not provided
20 with proper or timely meal periods.

21 126. PLAINTIFF did not willfully waive her right to take duty-free meal periods
22 through mutual written consent with the FOX DEFENDANTS, nor did PLAINTIFF take any
23 other action that could have been construed as a lawful waiver of the right to meal periods.

24 127. Because the FOX DEFENDANTS, and each of them, failed to provide full and
25 uninterrupted off-duty meal periods, they are liable to PLAINTIFF for one hour of additional pay
26 at the regular rate of compensation for each workday in which a full and uninterrupted off-duty
27 meal period was not provided during the applicable liability period. (Lab. Code § 226.7(b), 8 Cal.
28 Code Regs. § 11040, IWC Wage Order No. 4-2001 § 11(B).

1 Wage Order No. 4-2001 § 12(A) provided that employees must be authorized and permitted to
2 take duty free rest periods at the rate of ten (10) minutes net (duty-free) rest time per four (4) hours
3 or major fraction thereof, during which time the employer shall not require the employees to
4 perform any work.

5 136. At various times during the applicable statutory period, the FOX DEFENDANTS,
6 and each of them, failed to provide PLAINTIFF with uninterrupted ten (10) minute rest period per
7 four (4) hour period of work performed (or major fraction thereof), and/or authorize and permit
8 PLAINTIFF to take such rest periods. As such, PLAINTIFF was regularly denied the ability to
9 take, and did not take, required rest breaks of ten (10) minutes during every four (4) hour period
10 (or major fraction thereof), in violation of California law.

11 137. PLAINTIFF did not willfully or knowingly waive her right to take any required
12 duty-free rest periods through mutual consent with the FOX DEFENDANTS, or any of them.

13 138. Because the FOX DEFENDANTS, and each of them, failed to authorize and permit
14 uninterrupted off-duty rest periods in accordance with the law, they are liable to PLAINTIFF for
15 one hour of additional pay at the regular rate of compensation for each workday that one or more
16 full and uninterrupted off-duty rest periods were not provided, pursuant to Labor Code § 226.7(b),
17 8 Cal. Code Regs. § 11040, and Wage Order No. 4-2001 § 12(B), during the applicable statute of
18 limitations.

19 139. The FOX DEFENDANTS, and each of them, did not timely and properly
20 compensate PLAINTIFF for each workday that the full and uninterrupted off-duty rest periods
21 were not provided, including failing to pay PLAINTIFF outright and/or failing to pay PLAINTIFF
22 at the regular rate of compensation.

23 140. By failing to properly compensate PLAINTIFF for those occasions in which she
24 was not provided rest periods, as alleged above, DEFENDANTS, and each of them, have
25 knowingly, willfully and deliberately violated and continue to violate the provision of Labor Code
26 § 226.7, 8 Cal. Code Regs. § 11040, and IWC Wage Order No. 4-2001 § 12.

27 141. Moreover, by failing to keep adequate time records required by Labor Code
28 sections 226 and 1174, the FOX DEFENDANTS, and each of them, have made it difficult to

1 calculate the rest period pay due to PLAINTIFF.

2 142. As a result of the FOX DEFENDANTS, and each of their, unlawful acts,
3 PLAINTIFF has been deprived of compensation for missed rest periods and/or improperly
4 provided rest periods in amounts to be determined at trial, and the FOX DEFENDANTS must
5 make restitution to PLAINTIFF for all back premium pay owed, plus interest, attorneys' fees and
6 costs, and civil penalties. (Lab. Code §§ 218.6, 226.7(b), 558; 8 Cal. Code Regs. § 11040; IWC
7 Wage Order No. 4-2001 §§ 12(B) and 20.)

8 143. Accordingly, PLAINTIFF respectfully requests that the Court award judgment and
9 relief in PLAINTIFF's favor as described herein.

10 **FIFTH CAUSE OF ACTION**

11 **Failure to Timely Furnish Accurate Itemized Wage Statements**

12 **(Labor Code § 226, IWC Wage Order 4-2001 § 7(B), 8 Cal. Code Reg. § 11040)**

13 **(Against FOX DEFENDANTS)**

14 144. PLAINTIFF re-alleges and incorporates herein by reference paragraphs 1 through
15 143, inclusive, as though fully set forth herein.

16 145. California Labor Code section 226(a) provides in relevant part:

17 Every employer shall, semimonthly or at the time of each payment
18 of wages, furnish each of his or her employees, either as a
19 detachable part of the check, draft, or voucher paying the
20 employee's wages, or separately when wages are paid by personal
21 check or cash, an accurate itemized statement in writing showing:
22 (1) gross wages earned, (2) total hours worked by the employee . . .
23 (3) the number of piece-rate units earned and any applicable piece
24 rate if the employee is paid on a piece-rate basis, (4) all deductions,
25 provided that all deductions made on written orders of the
26 employee may be aggregated and shown as one item, (5) net wages
27 earned, (6) the inclusive dates of the period for which the
28 employee is paid, (7) the name of the employee and his or her
social security number, except that by January 1, 2008, only the
last four digits of his or her social security number or an employee
identification number other than a social security number may be
shown on the itemized statement, (8) the name and address of the
legal entity that is the employer, and (9) all applicable hourly rates
in effect during the pay period and the corresponding number of
hours worked at each hourly rate by the employee. The deductions

1 made from payments of wages shall be recorded in ink or other
2 indelible form, properly dated, showing the month, day, and year,
3 and a copy of the statement or a record of the deductions shall be
4 kept on file by the employer for at least three years at the place of
5 employment or at a central location within the State of California.

6 146. IWC Wage Order 4-2001, section 7(B) and 8 Cal. Code Reg. section 11040 require
7 every employer to furnish each employee, semimonthly or at the time of each payment of wages,
8 either as a detachable part of the check, draft, or voucher paying the employee's wages, or
9 separately, an itemized statement in writing showing, *inter alia*: (1) all deductions; (2) the
10 inclusive dates of the period for which the employee is paid; (3) the name of the employee or the
11 employee's partial social security or employee number; and (4) the name of the employer,
12 provided all deductions made on written orders of the employee may be aggregated and shown as
13 one item.

14 147. As set forth herein and above, the FOX DEFENDANTS, and each of them,
15 knowingly and intentionally failed to furnish PLAINTIFF with accurate and/or timely, itemized
16 statements, as required by Labor Code section 226(a), 8 Cal. Code Reg. section 11040, and IWC
17 Wage Order 4-2001, section 7(B). For example, from approximately February 1 through
18 December 31, 2012:

19 a. The wage statements did not accurately state PLAINTIFF's gross and net
20 wages earned because, for example, they did not include payment for all hours worked, including
21 overtime hours and off-the-clock work, and did not include an hour of premium pay for each day
22 that FOX failed to provide meal and rest periods.

23 b. The wage statements did not set forth PLAINTIFF's total hours worked, nor
24 did the wage statements make reference to *any* hours worked by PLAINTIFF.

25 c. The wage statements did not correctly set forth the inclusive dates of the
26 pay period. For example the wage statements generally reflected only a 5-day pay period
27 (Monday through Friday), rather than a full seven-day workweek. Thus, *no* wage statement
28 encompassed any Saturday or any Sunday, although from time to time PLAINTIFF and, on
information and belief, other employees performed work on the weekends.

d. The wage statements did not set forth PLAINTIFF's accrued vacation or

1 sick pay.

2 e. The wage statements failed to specify any applicable hourly rates.

3 148. In addition, from approximately January 2 through July 25, 2013, the FOX
4 DEFENDANTS failed to provide PLAINTIFF with any paycheck stubs whatsoever related to the
5 legal work that she performed.

6 149. As a result of the FOX DEFENDANTS' unlawful conduct, PLAINTIFF suffered
7 injury because the FOX DEFENDANTS failed to provide accurate and complete information as
8 required by Labor Code section 226(a), and PLAINTIFF could not promptly and easily determine
9 from the wage statement alone various information required to be provided on the itemized wage
10 statement.

11 150. Labor Code section 226(e) and (g) provide the remedy for the violation described
12 above. Section 226(e) provides that an employee suffering injury as a result of a knowing and
13 intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater
14 of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs
15 and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not
16 exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of
17 costs and reasonable attorney's fees.

18 151. Labor Code section 226(g) provides that "[a]n employee may also bring an action
19 for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and
20 reasonable attorney's fees."

21 152. As a result of the FOX DEFENDANTS and each of their unlawful acts, the FOX
22 DEFENDANTS, and each of them, are liable to PLAINTIFF for the amounts provided by Labor
23 Code section 226(e), for the three-year period prior to the filing of the Complaint, up to and
24 including the present, including attorney's fees and costs.

25 153. As a result of the FOX DEFENDANTS and each of their unlawful acts, the FOX
26 DEFENDANTS, and each of them, are also subject to civil penalties, pursuant to Labor Code §
27 226.3, 8 Cal. Code Regs. § 11040, and IWC Wage Order No. 4-2001 § 20.

28

1 154. Accordingly, PLAINTIFF respectfully requests that the Court award judgment and
2 relief in PLAINTIFF's favor as described herein.

3 **SIXTH CAUSE OF ACTION**

4 **Failure to Pay All Wages Due by the Next Payroll Period (Labor Code §§ 204(b)(d), 204b).**

5 (Against the FOX DEFENDANTS)

6 155. PLAINTIFF re-alleges and incorporates herein by reference paragraphs 1 through
7 154, inclusive, as though fully set forth herein.

8 156. Labor Code section 204(b)(1) provides in relevant part that "all wages earned for
9 labor in excess of the normal work period shall be paid no later than the payday for the next
10 regular payroll period." Section 204(d) provides that "[t]he requirements of this section shall be
11 deemed satisfied by the payment of wages for weekly . . . payroll if the wages are paid not more
12 than seven calendar days following the close of the payroll period."

13 157. Labor Code section 204b states the following:

14 Labor performed by a weekly-paid employee during any calendar week and prior to
15 or on the regular payday shall be paid for not later than the regular payday of the
16 employer for such weekly-paid employee falling during the following calendar
week.

17 Labor performed by a weekly-paid employee during any calendar week and
18 subsequent to the regular payday shall be paid for not later than seven days after the
regular payday of the employer for such weekly-paid employee falling during the
following calendar week.

19 158. At various times during the relevant statute of limitations, the FOX
20 DEFENDANTS, and each of them, failed to pay all wages earned by PLAINTIFF in excess of the
21 normal work period, including but not limited to overtime wages, nor did they compensate
22 PLAINTIFF with meal and rest period premiums, minimum wages for all hours worked, expense
23 reimbursement, and other earned and unpaid compensation. Such compensation was not paid by
24 the the payday for the next regular payroll period, nor were they paid within seven calendar days
25 following the close of the payroll period, nor were such wages ever paid by the FOX
26 DEFENDANTS.
27
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1 159. As a result of the FOX DEFENDANTS', and each of their, unlawful acts in
2 violation of Labor Code sections 204 and 204b, PLAINTIFF is entitled to recover all damages,
3 penalties and other remedies available, in an amount according to proof.

4 160. Pursuant to Labor Code section 210, "In addition to, and entirely independent and
5 apart from, any other penalty provided in this article, every person who fails to pay the wages of
6 each employee as provided in Sections . . . 204 [and] 204b . . . shall be subject to a civil penalty as
7 follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
8 employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred
9 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
10 withheld." Such penalties are recoverable pursuant to the Private Attorneys General Act. (*Beebe*
11 *v. Mobility, Inc.* (S.D. Cal. Feb. 20, 2008) 2008 U.S. Dist. LEXIS 12400.)

12 161. Pursuant to Labor Code section 218.5, "In any action brought for the nonpayment
13 of wages . . . , the court shall award reasonable attorney's fees and costs to the prevailing party if
14 any party to the action requests attorney's fees and costs upon the initiation of the action." Thus,
15 PLAINTIFF is entitled to attorney's fees and costs according to proof in an amount to be
16 determined.

17 SEVENTH CAUSE OF ACTION

18 Failure to Reimburse for Work Expenses and Losses (Labor Code §§ 450(a) & 2802(a))

19 (Against the FOX DEFENDANTS)

20 162. PLAINTIFF re-alleges and incorporates herein by reference paragraphs 1 through
21 161, inclusive, as though fully set forth herein.

22 163. Pursuant to Labor Code section 450(a), "no employer . . . may compel or coerce
23 any employee . . . to patronize his or her employer, or any other person, in the purchase of any
24 thing of value."

25 164. Pursuant to Labor Code section 2802(a), "an employer shall indemnify his or her
26 employee for all necessary expenditures or losses incurred by the employee in direct consequence
27 of the discharge of his or her duties. or of his or her obedience to the directions of the employer."
28

1 165. As alleged herein and above, the FOX DEFENDANTS, and each of them required
2 PLAINTIFF to personally incur necessary expenditures in direct consequence of the discharge of
3 her duties, including but not limited to using her personal vehicle to run errands and performing
4 court runs on behalf of and upon the specific direction of the FOX DEFENDANTS/

5 166. The FOX DEFENDANTS, and each of them, were legally required to reimburse
6 PLAINTIFF for all necessary expenditures at a reasonable rate, and to reimburse PLAINTIFF for
7 all losses. For example, the FOX DEFENDANTS were required to reimburse PLAINTIFF for all
8 mileage expenses, as well as expenses related to the maintenance of or wear and tear on
9 PLAINTIFF's personal vehicle. PLAINTIFF is informed and believes that she should have been
10 the applicable IRS mileage rate for mileage incurred in the discharge of her duties, including
11 errands and court runs performed during the workday as directed by the FOX DEFENDANTS.

12 167. However, in violation of California law, the FOX DEFENDANTS, and each of
13 them, failed to fully and reasonably reimburse PLAINTIFF for such necessary expenditures at a
14 reasonable rate, including but not limited to the aforementioned expenditures and losses. From
15 February 1, 2011 through December 31, 2012, except for one or two occasions in which STEVE
16 FOX handed PLAINTIFF a \$10 bill, he would refuse to compensate her for mileage and did not
17 provide PLAINTIFF with any form or procedure with which to submit expense reimbursement
18 claims. Further, STEVE FOX stated that he only had \$20 per week with which to reimburse the
19 expenses of all employees, and he virtually always gave the \$20 to a different employee.

20 168. From January 2 through July 25, 2013, when PLAINTIFF was employed by the
21 California State Assembly, FOX never provided PLAINTIFF with expense reimbursement in
22 connection with her case mileage.

23 169. As a proximate result of the aforementioned violations of Labor Code sections
24 450(a), 2800, and 2802(a), Plaintiff is entitled to recovery from the FOX DEFENDANTS[<] and
25 each of them, the unpaid balance for all necessary expenditures at a reasonable rate, including but
26 not limited to the aforementioned expenditures.

1 170. As a proximate result of the aforementioned violations of Labor Code sections
2 450(a) and 2802(a), PLAINTIFF has been damaged in an amount according to proof at the time of
3 trial.

4 171. Pursuant to Labor Code section 2802(b), PLAINTIFF requests that the Court award
5 interest at the same rate as judgments in civil actions, accruing from the date she incurred each
6 necessary expenditure or loss.

7 172. Pursuant to Labor Code section 2802(c), PLAINTIFF requests that the Court award
8 reasonable attorney's fees and costs incurred in this action.

9 **EIGHTH CAUSE OF ACTION**

10 **Waiting Time Penalties (Labor Code §§ 201-203)**

11 (Against FOX DEFENDANTS)

12 173. PLAINTIFF re-alleges and incorporates herein by reference paragraphs 1 through
13 172, inclusive, as though fully set forth herein.

14 174. Labor Code section 203 provides that if an employer willfully fails to pay, without
15 abatement or reduction, in accordance with Labor Code sections 201, 201.5, 202 and 205.5, any
16 wages of an employee who is discharged or who quits, the wages of the employee shall continue
17 at the same rate, for up to thirty (30) days from the due date thereof, until paid or until an action .
18 therefore is commenced.

19 175. As alleged herein and above, the FOX DEFENDANTS, and each of them, failed to
20 pay PLAINTIFF all wages owed at the time of her termination from the Law Office on or about
21 December 31, 2012.

22 176. Also as alleged herein and above, the FOX DEFENDANTS, and each of them,
23 failed to pay PLAINTIFF all wages owed at the time that she was terminated by the Assembly on
24 July 25, 2013, at which point she also ceased being directed to perform legal work by the FOX
25 DEFENDANTS.

26 177. The FOX DEFENDANTS' willful failure to pay wages to PLAINTIFF violates
27 Labor Code section 203 because the FOX DEFENDANTS knew or should have known wages
28 were due to PLAINTIFF but failed to pay those wages.

02/21/2014

1 178. Thus, PLAINTIFF is entitled to recovery pursuant to Labor Code section 203, in
2 the amount of her daily wage multiplied by thirty (30) days.

3 179. Pursuant to Civil Code section 3287, PLAINTIFF also seeks recovery of pre-
4 judgment interest on all amounts recovered herein.

5 180. Also, pursuant to Labor Code section 218.5, PLAINTIFF is entitled to an award of
6 reasonable attorney's fees and costs.

7 **NINTH CAUSE OF ACTION**

8 **Private Attorneys General Act (Lab. Code §§ 2698, et seq.)**

9 (Against All DEFENDANTS)

10 181. PLAINTIFF re-alleges and incorporates herein by reference paragraphs 1 through
11 180, inclusive, as through fully set forth herein.

12 182. The Court has jurisdiction of the Cause of Action pursuant to Labor Code section
13 2699. et seq. of the Labor Code, and PLAINTIFF has satisfied the jurisdictional prerequisites to
14 the maintenance of this Cause of Action, as further set forth herein, PLAINTIFF is an "aggrieved
15 employee" as defined under Labor Code section 2699(c), and thus has standing to bring this action
16 on behalf of himself, as well as on behalf of other current and former employees pursuant to Labor
17 Code sections 2699(a) and 2699.3 .

18 183. Labor Code section 2699(a) provides the following, in relevant part:

19 Notwithstanding any other provision of law, any provision of this code that
20 provides for a civil penalty to be assessed and collected by the Labor and
21 Workforce Development Agency or any of its departments, divisions,
22 commissions, boards, agencies, or employees, for a violation of this code, may, as
23 an alternative, be recovered through a civil action brought by an aggrieved
24 employee on behalf of himself or herself and other current or former employees
25 pursuant to the procedures specified in Section 2699.3.

26 184. Labor Code section 2699(1) provides the following, in relevant part:

27 For all provisions of this code except those for which a civil penalty is specifically
28 provided, there is established a civil penalty for a violation of these provisions, as
follows: . . . (2) If, at the time of the alleged violation, the person employs one or
more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
employee per pay period for the initial violation and two hundred dollars (\$200) for
each aggrieved employee per pay period for each subsequent violation.

1 185. During their employment, PLAINTIFF and, according to information and belief,
2 other similarly situated hourly employees were employed by the FOX DEFENDANTS, and each
3 of them.

4 186. Each of the FOX DEFENDANTS is subject to liability under PAGA because,
5 pursuant to Labor Code section 2699(f), any "person" may be liable for statutory penalties
6 regardless of whether that "person" actually "employs" any employees. Labor Code section
7 2699(b), which incorporates Labor Code section 18, "person" means "means any person,
8 association, organization, partnership, business trust, limited liability company, or corporation."

9 187. As set forth herein, PLAINTIFF exhausted her administrative remedies under
10 Labor Code section 2699.3 by serving via certified mail a letter to the LWDA and to the FOX
11 DEFENDANTS setting forth Labor Code violations alleged on behalf of herself and other former
12 and current employees of the FOX DEFENDANTS during the applicable statute of limitations.

13 188. In her letter to the LWDA, PLAINTIFF alleged that the FOX DEFENDANTS
14 violated and/or were subject to the provisions of Labor Code §§ 201-203; 204b; 210; 223; 225;
15 225.5; 226(a); 226(e); 226.7; 510; 512(a); 553; 558; 1174(d); 1182.12, 1194, 1197, 1197.1; 1198;
16 1199; and IWC Wage Order No. 4-2001 and/or any other applicable wage order.

17 189. The LWDA has advised PLAINTIFF, through her counsel, that it does not intend to
18 investigate the alleged violations and that PLAINTIFF may pursue a civil claim on her own behalf
19 and on behalf of other aggrieved employees.

20 190. As a result of DEFENDANTS' violations of the Labor Code and the IWC Wage
21 Order, including as set forth herein, PLAINTIFF and, on information and belief, other former and
22 current aggrieved employees, are entitled to civil penalties, as follows:

23 a. For all provisions of the Labor Code for which a civil penalty is established,
24 PLAINTIFF and other aggrieved employees are entitled to the amount set forth by statute.

25 b. For all provisions of the Labor Code for which no civil penalty is
26 established PLAINTIFF and other aggrieved employees are entitled to a civil penalty of one
27 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
28

1 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
2 violation.

3 191. Pursuant to Labor Code section 2699(i), seventy-five percent (75%) of the civil
4 penalties recovered by PLAINTIFF and other aggrieved employees shall be distributed to the
5 Labor and Workforce Development Agency for enforcement of labor laws and education of
6 employers and employees about their rights and responsibilities under this code, to be
7 continuously appropriated to supplement and not supplant the funding to the agency for those
8 purposes; and twenty-five percent (25%) to the aggrieved employees.

9 192. In addition, pursuant to Labor Code section 2699(g)(10), any employee who
10 prevails in any action shall be entitled to an award of reasonable attorney's fees and costs.

11 TENTH CAUSE OF ACTION

12 Unfair Business Practice (Business & Professions Code § 1720, et seq.)

13 (Against FOX DEFENDANTS)

14 193. PLAINTIFF re-alleges and incorporates herein by reference paragraphs 1 through
15 192, inclusive, as though fully set forth herein.

16 194. Business & Professions Code section 17200 provides in pertinent part that "unfair
17 competition shall mean and include any unlawful, unfair or fraudulent business act"

18 195. Business & Professions Code section 17205 provides that unless otherwise
19 expressly provided, the remedies or penalties provided for unfair competition "are cumulative to
20 each other and to the remedies or penalties available under all other laws of this state."

21 196. Business & Professions Code section 17204 provides that an action for any relief
22 from unfair competition may be prosecuted by any person who has suffered injury in fact and has
23 lost money or property as a result of such unfair competition.

24 197. The FOX DEFENDANTS, and each of them, have engaged in unlawful, unfair and
25 fraudulent business acts or practices prohibited by Business & Profession Code section 17200,
26 including those set forth in the preceding and foregoing paragraphs of the Complaint, thereby
27 depriving PLAINTIFF of the minimum working standards and conditions due to him under
28 California labor laws and the IWC Wage Order(s), as specifically described herein.

1 198. The FOX DEFENDANTS, and each of them, have engaged in unfair business
2 practices in California by practicing, employing and utilizing the employment practices described
3 in more detail herein.

4 199. Each of the FOX DEFENDANTS' use of such practices constitutes an unfair
5 business practice, unfair competition and provides an unfair advantage over each of the
6 CORPORATE DEFENDANTS' competitors.

7 200. PLAINTIFF has suffered injuries in fact and have lost money or property as a
8 result of such unfair competition.

9 201. PLAINTIFF seeks full restitution from the FOX DEFENDANTS, and each of
10 them, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
11 converted by the FOX DEFENDANTS by means of the unfair practices complained of herein.

12 202. Further, if the FOX DEFENDANTS, and each of them, are not enjoined from the
13 conduct set forth above, they will continue to practice, employ and utilize the employment
14 practices outlined in the preceding paragraphs. Therefore, PLAINTIFF requests that the Court
15 issue a preliminary and permanent injunction prohibiting the FOX DEFENDANTS, and each of
16 them, from engaging in the conduct complained of herein.

17 203. For example, Labor Code section 90.5(a) articulates the public policy of this State
18 to vigorously enforce minimum labor standards, including the requirements to pay wages,
19 minimum wages, overtime, and benefits pursuant to Labor Code sections 201-204, 227.3, 510, and
20 1194; to provide accurate itemized wage statements and keep payroll records pursuant to Labor
21 Code sections 226 and 1174; to pay minimum wages for all hours worked pursuant to Labor Code
22 section 1197; and to provide adequate meal and rest periods pursuant to Labor Code sections
23 226.7 and 512.

24 204. The FOX DEFENDANTS, and each of their conduct in directly violating the
25 above-mentioned state laws, constitutes and was intended to constitute unfair competition, unfair
26 compensation, and unlawful and unfair acts and practices within the meaning of the Unfair
27 Competition Law.
28

1 c. punitive damages in an amount sufficient to deter DEFENDANTS from
2 such wrongful conduct in the future and in an amount commensurate with the level of willfulness
3 displayed through the wrongful actions described herein;

4 d. prejudgment and post-judgment interest as available under Civil Code §
5 3287 or otherwise provided by law;

6 e. injunctive relief pursuant to the Labor Code and/or Business and
7 Professions Code section 17200, et seq., and/or other statutory or legal authority;

8 f. restitution of wages, premiums, interest, and/or penalties owed to
9 PLAINTIFF, and/or other employees, pursuant to the Labor Code and/or Business and Professions
10 Code section 17200, et seq., and/or other statutory or legal authority; and

11 g. such other and further relief as this Court may deem just and proper.

12 2. With respect to PLAINTIFF's Ninth Cause of Action pursuant to the Private
13 Attorneys General Act, Labor Code sections 2698, et seq., PLAINTIFF prays for the following on
14 behalf of himself and other current and former aggrieved employees:

15 a. Civil penalties as set forth in Section 2699(f) and other statutes upon which
16 this action is predicated;

17 b. an award of reasonable attorney's fees and costs; and

18 c. all other remedies available under California law.

19 3. With respect to PLAINTIFF's Tenth Cause of Action pursuant to Business and
20 Professions Code §§ 17200, et seq., PLAINTIFF prays for the following:

21 a. an order enjoining DEFENDANTS from their unlawful/ unfair practices;

22 b. restitution to PLAINTIFF of any wrongfully withheld wages and other
23 benefits pursuant, as provided by Bus. & Profs. Code § 17203,

24 c. any specific remedies available under Bus. & Profs. Code § 17202;

25 d. any and all other remedies in a sum according to proof for the 4-year period
26 preceding the filing of the complaint up to and including the present; and

27 e. for such other and further relief as the Court may deem just and proper.
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VI. REQUEST FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial on all issues of fact or law so triable.

Dated: February 21, 2014

LAW OFFICES OF BENJAMIN DAVIDSON, P.C.

By: 
BENJAMIN DAVIDSON, ESQ.
Attorneys for PLAINTIFF
KRISTINA M. ZAHN

02 / 21 / 2014

02/21/2014

LAW OFFICES OF STEVE FOX

1672 West Avenue J, #210
Lancaster, CA 93534
(661) 726-5151

Kristina Zahn - ID#1904 / M-0

From: 3/5/12 To: 3/9/12 Check Date: 3/9/12

Weekly \$461.54 (\$2,400 a month)

FICA	\$ 19.39
MED	\$ 6.70
FED	\$ 31.00
STATE	\$ 5.64
SDI	\$ 4.61

TOTAL TAXES \$ 67.34

NET CHECK \$394.20

02/21/2014

EXA

LAW OFFICES OF STEVE FOX

1672 West Avenue J, #210
Lancaster, CA 93534
(661) 726-5151

Kristina Zahn - ID#1904 / M-0

From: 3/12/12 To: 3/16/12 Check Date: 3/16/12

Weekly \$461.54 (\$2,400 a month)

FICA	\$ 19.39
MED	\$ 6.70
FED	\$ 31.00
STATE	\$ 5.64
SDI	\$ 4.61

TOTAL TAXES \$ 67.34

NET CHECK \$394.20

02/21/2014

LAW OFFICES OF STEVE FOX

1672 West Avenue J, #210
Lancaster, CA 93534
(661) 726-5151

Kristina Zahn - ID#1904 / M-0

From: 2/20/12 To: 2/24/12 Check Date: 2/24/12

Weekly \$461.54 (\$2,400 a month)

FICA	\$ 19.39
MED	\$ 6.70
FED	\$ 31.00
STATE	\$ 5.64
SDI	\$ 4.61

TOTAL TAXES \$ 67.34

NET CHECK \$394.20

02/21/2014

FOR COURT USE ONLY

FILEDSuperior Court of California
County of Los Angeles

FEB 21 2014

Sherri R. Carter, Executive Officer/Clerk

By Cristina Grijalva Deputy
Cristina Grijalva

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Benjamin Davidson, Esq., SBN 241859

LAW OFFICES OF BENJAMIN DAVIDSON, P.C.

9107 Wilshire Blvd., Suite 450

Beverly Hills, CA 90210

TELEPHONE NO.: (310) 623-4423

FAX NO.: (310) 432-0104

ATTORNEY FOR (Name): Plaintiff Kristina M. Zahn

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 N. Hill St.

MAILING ADDRESS: 111 N. Hill St.

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Central District (Stanley Mosk Courthouse)

CASE NAME:

Kristina Zahn v. Steve Gregory Fox, et al.

CIVIL CASE COVER SHEET
☒ **Unlimited**
(Amount
demanded
exceeds \$25,000)
 ☐ **Limited**
(Amount
demanded is
\$25,000 or less)
Complex Case Designation
☐ **Counter**
☐ **Joinder**
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

BC537105

JUDGE:

DEPT:

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

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

Auto Tort

- ☐
- Auto (22)
-
- ☐
- Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- ☐
- Asbestos (04)
-
- ☐
- Product liability (24)
-
- ☐
- Medical malpractice (45)
-
- ☐
- Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- ☐
- Business tort/unfair business practice (07)
-
- ☐
- Civil rights (08)
-
- ☐
- Defamation (13)
-
- ☐
- Fraud (16)
-
- ☐
- Intellectual property (19)
-
- ☐
- Professional negligence (25)
-
- ☐
- Other non-PI/PD/WD tort (35)

Employment

- ☐
- Wrongful termination (36)
-
- ☒
- Other employment (15)

Contract

- ☐
- Breach of contract/warranty (06)
-
- ☐
- Rule 3.740 collections (09)
-
- ☐
- Other collections (09)
-
- ☐
- Insurance coverage (18)
-
- ☐
- Other contract (37)

Real Property

- ☐
- Eminent domain/inverse condemnation (14)
-
- ☐
- Wrongful eviction (33)
-
- ☐
- Other real property (26)

Unlawful Detainer

- ☐
- Commercial (31)
-
- ☐
- Residential (32)
-
- ☐
- Drugs (38)

Judicial Review

- ☐
- Asset forfeiture (05)
-
- ☐
- Petition re: arbitration award (11)
-
- ☐
- Writ of mandate (02)
-
- ☐
- Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)

- ☐
- Antitrust/Trade regulation (03)
-
- ☐
- Construction defect (10)
-
- ☐
- Mass tort (40)
-
- ☐
- Securities litigation (28)
-
- ☐
- Environmental/Toxic tort (30)
-
- ☐
- Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- ☐
- Enforcement of judgment (20)

Miscellaneous Civil Complaint

- ☐
- RICO (27)
-
- ☐
- Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- ☐
- Partnership and corporate governance (21)
-
- ☐
- Other petition (not specified above) (43)

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. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
- b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☐ Substantial amount of documentary evidence f. ☐ 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): Ten (10)

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: February 21, 2014

Benjamin Davidson, Esq.

(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 2

ORIGINAL

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SHORT TITLE:

KRISTINA ZAHN v. STEVE GREGORY FOX, ET AL.

CASE NUMBER

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

KRISTINA ZAHN v. STEVE GREGORY FOX, ET AL.

CASE NUMBER

Judicial Review

Provisionally Complex Litigation

Enforcement
of JudgmentMiscellaneous
Civil ComplaintsMiscellaneous
Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: KRISTINA ZAHN v. STEVE GREGORY FOX, ET AL.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: Law Offices of Steve Fox 1672 West Avenue J, Suite 210
CITY: Lancaster	STATE: CA	ZIP CODE: 93534	

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

Dated: February 21, 2014


 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

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