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10 Attorneys for Defendants  
11 KATMAI HEALTH SERVICES, LLC;  
12 and KATMAI GOVERNMENT SERVICES, LLC

13 **UNITED STATES DISTRICT COURT**  
14 **SOUTHERN DISTRICT OF CALIFORNIA**

15 RAOF ALKHAMAISI, individually, and  
16 SALAH SALEA, individually, and on  
17 behalf of themselves and all similarly  
18 situated employees,

19 Plaintiffs,

20 v.

21 KATMAI HEALTH SERVICES, LLC;  
22 KATMAI GOVERNMENT SERVICES,  
23 LLC; and DOES 1 through 25,

24 Defendants.

Case No.: '18CV0115 WQH BGS

**DEFENDANTS KATMAI HEALTH SERVICES, LLC AND KATMAI GOVERNMENT SERVICES, LLC'S NOTICE OF REMOVAL OF ACTION PURSUANT TO 28 U.S.C. §§ 1331, 1367, 1441, 1446, and 1453 (FEDERAL QUESTION JURISDICTION)**

San Diego County Superior Court Case No. 37-2017-00048476-CU-OE-CTL

*[Declaration of Cindy M. Vanden Berg, Civil Cover Sheet, Notice of Party with Financial Interest, and Certificate of Service Filed Concurrently Herewith]*

**TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF CALIFORNIA:**

**PLEASE TAKE NOTICE** that Defendants Katmai Health Services, LLC and Katmai Government Services, LLC (collectively, “Defendants”) hereby remove to this Court, pursuant to 28 U.S.C. §§ 1331, 1367, 1441, 1446, and 1453, the state court action described below. In support thereof, Defendants state as follows:

1. On December 15, 2017, Plaintiffs Raof Alkhamaisi and Salah Salea, on behalf of themselves and all other similarly situated employees, filed a purported collective and class action against Defendants in the Superior Court of the State of California, County of San Diego, Case No. 37-2017-00048476-CU-OE-CTL, *Raof Alkhamaisi, individually, and Salah Salea, individually, and on behalf of themselves and all other similarly situated employees v. Katmai Health Services, LLC, Katmai Government Services, LLC, and Does 1 through 25* (the “Action”).

2. On December 19, 2017, Plaintiffs served the Summons, the Complaint, and other related documents on Defendants. Pursuant to 28 U.S.C. § 1446(a), true and correct copies of the Summons, Complaint, and related documents are attached hereto as **Exhibit A**.

3. On January 17, 2018, Defendants filed their responsive pleading in the form of an Answer to the Complaint. Pursuant to 28 U.S.C. § 1446(a), a true and correct copy of the Answer is attached hereto as **Exhibit B**.

4. As set forth more fully below, the Action is one that Defendants may remove to this Court under 28 U.S.C. § 1441 because Defendants have satisfied the procedural requirements and this Court has subject matter jurisdiction over the Action under 28 U.S.C. §§ 1331 (federal question) and 1367 (supplemental jurisdiction).

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**I.**

**DEFENDANTS HAVE SATISFIED THE PROCEDURAL REQUIREMENTS FOR REMOVAL**

6. Plaintiffs completed service of the Summons and Complaint on December 19, 2017. Because Defendants filed this Notice of Removal within thirty days of that date, the Notice of Removal is timely. *See* 28 U.S.C. § 1446(b).

7. Venue lies in the United States District Court for the Southern District of California, because Plaintiffs filed the Action in this judicial district and the Action remains pending in this judicial district. *See* 28 U.S.C. § 1441(a).

8. Pursuant to 28 U.S.C. § 1446(a), a copy of all process, pleadings, and orders served upon Defendants are attached hereto as follows:

**Exhibit A** – Plaintiff’s Summons, Complaint, and related documents.

**Exhibit B** – Defendants’ Answer.

9. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being served upon Plaintiffs’ counsel and a copy is being filed with the Clerk of the Superior Court for the State of California, County of San Diego.

**II.**

**DEFENDANTS ARE CITIZENS OF THE STATE OF ALASKA**

10. Katmai Government Services, LLC is a limited liability company. (Declaration of Cindy M. Vanden Berg (“Vanden Berg Decl.”) ¶ 2.) A limited liability company is treated as a partnership for purposes of its citizenship, and its citizenship depends on the citizenship of its members. *Johnson v. Columbia Props. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006). The sole member of Katmai Government Services, LLC is Ouzinkie Native Corporation. (Vanden Berg Decl. ¶ 2.)

11. A corporation is a citizen of every state by which it has been incorporated and of the state where it has its principal place of business. 28 U.S.C. § 1332(c)(1); *Hertz Corp. v. Friend*, 559 U.S. 77, 80; 130 S.Ct. 1181, 1185 (2010). Ouzinkie

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1 Native Corporation is incorporated in the State of Alaska and has its principal place of  
2 business in the State of Alaska. (Vanden Berg Decl. ¶ 2.) The phrase “principal place  
3 of business” in 28 U.S.C. § 1332(c)(1) refers to the place where a corporation’s high-  
4 level officers direct, control, and coordinate the corporation’s activities, i.e., its “nerve  
5 center,” which typically will be found at its corporate headquarters. *Hertz Corp.*, 559  
6 U.S. at 92–93; 130 S.Ct. at 1192–93. Ouzinkie Native Corporation’s headquarters—  
7 where its high-level officers direct, control and coordinate the corporation’s  
8 activities—is located in Alaska. (Vanden Berg Decl. ¶ 2.) Thus, Ounzinkie Native  
9 Corporation is a citizen of the State of Alaska, and is not a citizen of the State of  
10 California.

11 12. Because Ounzinkie Native Corporation is a citizen of the State of Alaska  
12 (*see* ¶ 11, above), Katmai Government Services, LLC is also a citizen of the State of  
13 Alaska.

14 13. Katmai Health Services, LLC is a limited liability company. (Vanden  
15 Berg Decl. ¶ 3.) The sole member of Katmai Health Services, LLC is Katmai  
16 Government Services, LLC. (*Id.*) Because a limited liability company’s citizenship  
17 depends on the citizenship of its members, Katmai Health Services, LLC is also a  
18 citizen of the State of Alaska. *See Johnson*, 437 F.3d at 899.

19 **III.**

20 **REMOVAL IS PROPER BECAUSE THIS COURT HAS FEDERAL**  
21 **QUESTION AND SUPPLEMENTAL JURISDICTION**

22 14. Federal district courts have original jurisdiction “of all civil actions  
23 arising under the Constitution, laws, or treaties of the United States.” 28 U.S.C.  
24 § 1331.

25 15. Removal of this Action is proper under 28 U.S.C. § 1331 as a result of  
26 federal questions raised by Plaintiffs’ Complaint. Specifically, Plaintiffs assert claims  
27 and seek relief under a federal statute, the Fair Labor Standards Act of 1938  
28

1 (“FLSA”), 29 U.S.C. §§ 201 et seq. (Complaint ¶¶ 34–44, 101–110.) Federal courts  
 2 have original subject matter jurisdiction over actions brought under the FLSA. *Breuer*  
 3 *v. Jim’s Concrete of Brevard, Inc.*, 538 U.S. 691, 698–99 (2003) (holding FLSA  
 4 actions filed in state court are removable to federal court); *Ward v. Jetsuite, Inc.*, Case  
 5 No. SACV 16-0584 AG (ASx), 2016 WL 3360962, at \*2 (C.D. Cal. June 8, 2016)  
 6 (“Plaintiff’s Complaint brings a claim for failure to pay overtime under the Fair Labor  
 7 Standards Act (‘FLSA,’ 29 U.S.C. §§ 206, 207). The Court has subject matter  
 8 jurisdiction over that claim, which arises under the laws of the United States. 28  
 9 U.S.C. § 1331.”).

10 16. Further, removal of this Action is proper under 28 U.S.C. § 1331 because  
 11 the Court has federal enclave jurisdiction. Where the conduct giving rise to an action  
 12 occurs on a federal enclave, “enclave jurisdiction” is proper in federal court. *Willis v.*  
 13 *Craig*, 555 F.2d 724, 726 (9th Cir. 1977); *see also* U.S. Const. art. I, § 8, cl. 17 (“The  
 14 Congress shall have Power . . . [t]o exercise exclusive Legislation over all Places  
 15 purchased by the Consent of the Legislature of the State in which the Same shall be,  
 16 for the Erection of Forts, Magazines, Arsenals, dock-Yards, and other needful  
 17 Buildings . . .”); *Mater v. Holley*, 200 F.2d 123, 123 (5th Cir. 1952) (“Exclusive  
 18 ‘legislation’ has been construed to mean exclusive ‘jurisdiction’ in the sense of  
 19 exclusive sovereignty.”) Here, Defendants’ work, for which Plaintiffs were hired, “is  
 20 performed in Camp Pendleton, California.” (Complaint ¶ 19.) Plaintiffs’ “were  
 21 employed as nonexempt employees on an as-needed basis for multiple missions at  
 22 Camp Pendleton, California.” (Complaint ¶ 21.) Camp Pendleton is a federal enclave  
 23 acquired by the United States in 1942. *See United States v. Jenkins*, 734 F.2d 1322,  
 24 1325 n.2 (9th Cir. 1983) (“In 1942 the United States condemned land in San Diego  
 25 County, California, for the Camp Pendleton Marine Corps Training Base. [citation]  
 26 California ceded exclusive jurisdiction to the United States and the Secretary of the  
 27 Navy accepted the cession. [citation]”); *Cooper v. S. Cal. Edison Co.*, 170 Fed. Appx.  
 28

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1 496, 497 (9th Cir. 2006) (“SONGS is located within a federal enclave, acquired by the  
2 United States in 1941 when it established Camp Pendleton.”); *Stiefel v. Bechtel Corp.*,  
3 497 F. Supp. 2d 1138, 1144–45 (N.D. Cal. 2007) (taking judicial notice that Camp  
4 Pendleton was established as a federal enclave no later than December 31, 1942);  
5 *Scott v. Gino Morena Enter., LLC*, Case No. SACV 14-02046 JVS (DFMx), 2015  
6 U.S. Dist. LEXIS 23539 \*10–11 (C.D. Cal. Feb. 23, 2015) (citing *Stiefel*).

7 17. Additionally, the Court may exercise supplemental jurisdiction over  
8 Plaintiffs’ state-law claims that do not arise under federal law, because those claims  
9 are so related to Plaintiffs’ federal claims that they form part of the same case or  
10 controversy. 28 U.S.C. §§ 1367(a), 1441(c); *see also Ward*, 2016 WL 3360962, at \*2  
11 (exercising supplemental jurisdiction over state law wage arising from the same  
12 nucleus of facts as FLSA claims); *Valladares v. Insonmiac, Inc.*, Case No. EDCV 14-  
13 00706-VAP (DTBx), 2015 WL 12656267, \*1 (C.D. Cal. Jan. 29, 2015) (“This Court  
14 has federal question jurisdiction (28 U.S.C. § 1331) over the FLSA claims, and  
15 supplemental jurisdiction (28 U.S.C. § 1367(a)) over the state law claims.”).  
16 Specifically, Plaintiffs’ FLSA claims incorporate by reference all allegations of  
17 Plaintiffs’ state-law claims. (Complaint ¶ 101.) And, Plaintiffs allege that the same  
18 conduct giving rise to their FLSA claims is actionable under the California Labor  
19 Code. (Complaint ¶¶ 18–123.) Thus, Plaintiffs’ state-law claims are based on the  
20 same common nucleus of operative facts as Plaintiffs’ FLSA claims, and the Court  
21 may properly exercise supplemental jurisdiction over Plaintiffs’ state-law claims.

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1           **WHEREFORE**, Defendants hereby remove this Action from the Superior  
2 Court of the State of California, County of San Diego, to this Court, pursuant to 28  
3 U.S.C. §§ 1331, 1367, 1441, 1446, and 1453.

4  
5 DATED: January 18, 2018

HUNTON & WILLIAMS LLP

6  
7 By: */s/ D. Andrew Quigley*

8 ROLAND M. JUAREZ  
9 D. ANDREW QUIGLEY  
10 Attorneys for Defendants  
11 KATMAI HEALTH SERVICES, LLC;  
12 and KATMAI GOVERNMENT  
13 SERVICES, LLC  
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CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

Alkhamaisi, Raof
Salea, Salah

(b) County of Residence of First Listed Plaintiff San Diego

(EXCEPT IN U.S. PLAINTIFF CASES)

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

Klein Law Group, 50 California St., Ste 1500, San Francisco, CA 94111
Phillips Days Law Firm, 3101 N. Central Ave., Ste 1100, Phoenix, AZ 85012

DEFENDANTS

Katmai Health Services, LLC; Katmai Government Services, LLC

'18CV0115 WQH BGS

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

Hunton & Williams LLP, 550 South Hope Street, Ste 2000, Los Angeles, CA 90071
Roland M. Juarez; D. Andrew Quigley

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

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

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

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location. Includes categories like Citizen of This State, Citizen of Another State, and Foreign Nation.

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

Click here for: Nature of Suit Code Descriptions.

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

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
29 U.S.C. §§ 201 et seq.; U.S. Const. art. I, § 8, cl. 17; 28 U.S.C. §§ 1331, 1367, 1441, 1446, 1453.

Brief description of cause:

Plaintiffs allege Defendants violated the Fair Labor Standards Act and related state laws.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

01/18/2018

SIGNATURE OF ATTORNEY OF RECORD

/s/ D. Andrew Quigley

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE





## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

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

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

# EXHIBIT A

**SUMMONS  
(CITACION JUDICIAL)**

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

**NOTICE TO DEFENDANT: KATMAI HEALTH SERVICES, LLC; KATMAI (AVISO AL DEMANDADO): GOVERNMENT SERVICES, LLC; AND DOES 1 THROUGH 25**

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**12/15/2017 at 08:00:00 AM**  
Clerk of the Superior Court  
By Erika Engel, Deputy Clerk

**YOU ARE BEING SUED BY PLAINTIFF: RAOF ALKHAMAISI, individually, and (LO ESTÁ DEMANDANDO EL DEMANDANTE): SALAH SALEA, individually, and on behalf of themselves and all other similarly situated employees**

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

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

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

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

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

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

The name and address of the court is:  
(El nombre y dirección de la corte es):  
Superior Court of California, County of San Diego  
330 W. Broadway (Central)  
San Diego, California 92101

CASE NUMBER:  
(Número del Caso): 37-2017-00049476-CU-DE-CTL

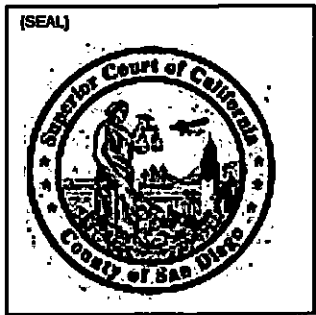
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Alexei Kuchinsky  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Klein Law Group, LLP  
50 California Street, Suite 1500, San Francisco, CA 94111  
415 693-9107

DATE: 12/18/2017 Clerk by E. Engel, Deputy (Adjunto)  
(Fecha) (Secretario)

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

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

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify): KATMAI HEALTH SERVICES, LLC  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify): CCP § 17061 (Limited Liability Company)
- by personal delivery on (date):



1 Alexei Kuchinsky (State Bar No. 279405)  
William P. Klein (State Bar No. 148867)  
2 KLEIN LAW GROUP LLP  
50 California Street, Suite 1500  
3 San Francisco, CA 9411  
Tel.: (415) 693-9107  
4 Fax.: (415) 693-9222  
Email: alexei@sfbizlaw.com  
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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**12/15/2017 at 08:00:00 AM**  
Clerk of the Superior Court  
By Erika Engel, Deputy Clerk

6 PHILLIPS DAYES LAW FIRM  
7 A Professional Corporation  
3101 North Central Avenue, Suite 1100  
8 Phoenix, Arizona 85012  
Tel.: 1-800-917-4000  
9 Fax.: 602-288-1664  
Email: docket@phillipsdayeslaw.com  
10 Trey Dayes, Arizona Bar #020805 (pro hac vice application pending)  
11 Attorneys for Plaintiffs individually and  
all other similarly situated employees.  
12

13 **SUPERIOR COURT OF CALIFORNIA**  
14 **COUNTY OF SAN DIEGO**  
15 **UNLIMITED JURISDICTION**  
16

17 RAOF ALKHAMAI, individually, and  
18 SALAH SALEA, individually, and on behalf  
of themselves and all other similarly situated  
19 employees,

CASE NO.: 37-2017-00048476-CU-0E-CTL  
COLLECTIVE AND CLASS ACTION  
COMPLAINT FOR DAMAGES

20 Plaintiffs,

21 vs.

22 KATMAI HEALTH SERVICES, LLC;  
23 KATMAI GOVERNMENT SERVICES, LLC;  
AND DOES 1 THROUGH 25,  
24

DEMAND FOR JURY TRIAL

25 Defendants.

26 Plaintiffs Raof Alkhamaisi and Salah Salea individually and on behalf of all other similarly  
27 situated employees and a class of individuals allege as follows:  
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1       **I. INTRODUCTION**

2       1. Plaintiffs Raof Alkhamaisi and Salah Salea (“Plaintiffs”) individually and on behalf of all  
3 other similarly situated employees bring this collective and class action against their former  
4 employer Katmai Health Services, LLC; Katmai Government Services, LLC, and Does 1-25  
5 (“Defendants”) to recover unpaid wages for (1) all hours worked; (2) minimum wage and overtime  
6 compensation, (3) waiting time penalties; (4) statutory penalties for failure to provide accurate  
7 wage statements; and (5) all applicable liquidated damages, interest, reasonable attorneys’ fees and  
8 costs.

9       2. This collective and class action asserts claims against Defendants for violations of (a)  
10 California Labor Code, (b) Industrial Wage Commission (“IWC”) Order 4-2001 or other  
11 applicable Wage Order, (c) the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”) and  
12 (d) California Business and Professions Code section 17200 *et seq.*

13       3. For at least four years prior to the filing of this action, Defendants have engaged in a  
14 system of willful violations of California and federal wage-and-hour laws by creating and  
15 maintaining policies, practices and customs that (1) willfully denied Plaintiffs and other similarly  
16 situated employees compensation for all hours worked, including travel time, (2) willfully denied  
17 Plaintiffs and other similarly situated employees minimum wage and overtime wages, (3) willfully  
18 failed to pay compensation owed Plaintiffs and all similarly situated employees in a timely manner  
19 upon termination, and (4) willfully failed to provide Plaintiffs and all similarly situated employees  
20 with accurate semi-monthly itemized wage statements.

21       4. Plaintiffs also seek to serve as representatives of the general public to enforce and uphold  
22 California’s wage and hour laws as representatives and private attorneys’ general as expressly  
23 permitted by Labor Code section 2698 *et seq.*, pursuant to the Private Attorneys general Act of  
24 2004 (“PAGA Act”). Plaintiffs have complied with all notice provisions and are aggrieved  
25 employees as required by the PAGA Act to serve as private attorney generals as representatives on  
26 behalf of the general public.

27       5. On September 21, 2017, Plaintiffs notified Defendants and the California Labor and  
28 Workforce Development Agency (“LWDA”) via certified mail of Defendants’ violations pursuant

1 to Labor Code section 2966.3. Plaintiffs have waited in excess of 65 days for either Defendants to  
2 take remedial action or for the LWDA to intervene in accordance with Labor Code §2699.3(c).

3 6. From September 21, 2017 to December 5, 2017, Defendants did not take any remedial  
4 action and the LWDA did not intervene to investigate Plaintiffs' claims. Accordingly, Plaintiffs  
5 file this Complaint as a representative action under the Labor Code section 2699.3(a)(2)(C) and  
6 they are entitled to recover civil penalties and unpaid wages for violations committed by  
7 Defendants from September 21, 2016 through the present ("PAGA Period") on behalf of  
8 themselves and all other aggrieved non-exempt employees of Defendants pursuant to Labor Code  
9 sections 2698 *et seq.*

10 **II. JURISDICTION AND VENUE**

11 7. This class action is brought pursuant to California Code of Civil Procedure section 382.  
12 The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdictional limits  
13 of the Superior Court.

14 8. This Court has jurisdiction over Plaintiffs and other similarly situated employees' claims  
15 pursuant to the California Constitution, Article VI, section 10, which grants the Superior Court,  
16 "original jurisdiction in all causes except those given by statute to other courts." The statutes  
17 which this action is brought do not specify any other basis for jurisdiction.

18 9. This Court has jurisdiction over Defendants because upon information and belief, each  
19 party is either a citizen of California, has sufficient minimum contacts in California, or otherwise  
20 intentionally avails itself of the California market so as to render the exercise of jurisdiction over it  
21 by the California courts consistent with traditional notions of fair play and substantial justice.  
22 Specifically, Defendants employed Plaintiffs and other similarly situated employees in California.

23 10. Venue as to Defendants is proper in this judicial district pursuant to California Code of  
24 Civil Procedure §395(a). Defendants are located within San Diego County, transact business, have  
25 agents, and are otherwise within this Court's jurisdiction for purposes of service of process. The  
26 unlawful acts alleged herein have a direct effect on Plaintiffs, other similarly situated employees and  
27 those similarly situated within the State of California and County of San Diego. Defendants operate  
28 business and have employed Plaintiffs, other similarly situated employees and those similarly situated

1 in the County of San Diego, as well as within other counties across the State of California.

2 **III. PARTIES**

3 **A. PLAINTIFF**

4 11. At all relevant times, Plaintiffs Raof Alkhamaisi and Salah Salea were individuals over the  
5 age of eighteen (18) and residents of San Diego County, California.

6 **B. DEFENDANTS**

7 **1. Corporate Defendants**

8 12. Defendant Katmai Health Services, LLC has been doing business in the State of California.  
9 Defendant Katmai Health Services, LLC is an Alaska corporation registered with the California  
10 Secretary of State to do business in California as a corporation under the same name as Katmai  
11 Health Services, LLC (Entity No. 201612310270).

12 13. Defendant Katmai Government Services, LLC, has been doing business in the State of  
13 California. Defendants Katmai Government Services, LLC is an Alaska corporation registered  
14 with the California Secretary of State to do business in California as a corporation under the same  
15 name as Katmai Government Services. (Entity No. C201115210173).

16 **2. Doe Defendants**

17 The true names and capacities of Defendants Does 1 through 25, inclusive, are currently  
18 unknown to Plaintiffs, whom, therefore, Plaintiffs sue by their fictitious names pursuant to  
19 California Code of Civil Procedure section 474. Plaintiffs are informed and believe and thereon  
20 allege that each of those Defendants was in some manner responsible for the events and  
21 happenings alleged in this complaint and for Plaintiffs' injuries and damages. Plaintiffs will either  
22 seek leave to amend this Complaint or file a DOE statement to allege the true names and  
23 capacities of DOES 1 through 25, inclusive, when they are ascertained.

24 14. Unless otherwise stated, Defendants Katmai Government Services, LLC, Inc., Katmai  
25 Health Services, LLC, and Does and 1 through 25 are hereinafter referred to as "Defendants."

26 15. Plaintiffs are informed and believe and thereon allege that that at all relevant times, each  
27 Defendant authorized and ratified, aided and abetted, and acted in concert with and/or conspired  
28 with each and every other Defendant to commit the acts and to engage in the emolument practices

1 complained herein.

2 16. Plaintiffs are informed and believe and thereon allege that each of the Defendants,  
3 including the Doe defendants, acted in concert with each and every other Defendants, intended to  
4 and did participate in the events, acts, practices and courses of conduct alleged herein, and was a  
5 proximate cause of damage and injury thereby to Plaintiffs as alleged herein. At all times herein  
6 mentioned, each Defendants was the agent or employee of each of the other Defendants and was  
7 acting within the course and scope of such agency or employment.

8 17. Plaintiffs are informed and believe and thereon allege that at all relevant times, Defendants  
9 exercised control over Plaintiffs' and other similarly situated employees' wages, hours or working  
10 conditions, and suffered or permitted to work Plaintiffs and other similarly situated employees  
11 under the working conditions described herein.

12 **IV. GENERAL ALLEGATIONS**

13 18. Plaintiffs are informed and believe and thereon allege that Defendants are in business of  
14 servicing US Federal contracts, including live and simulation training for the U. S. Army.  
15 Defendants have offices and work locations nationwide, including California.

16 19. On or about June 2016, Defendants have been awarded a 3-year contract by the  
17 Department of the Navy to "procure high-fidelity role player services within a training  
18 environment with enhanced battlefield realism including exposure to operational complexities,  
19 mental and physical stress and challenging ethical decision making. (M67854-16-D-7805). The  
20 contract work is performed in Camp Pendleton, California. Defendants were tasked with  
21 identifying, recruiting, and placing cleared individuals with language skills and other related  
22 qualifications.

23 20. From at least July 2016 through October 2017, ("Employment Period"), Defendants  
24 employed Raof Alkhamaisi and Salah Salea as Role Players for their target foreign language  
25 (Arabic/Arab).

26 21. They were employed as nonexempt employees on an as-needed basis for multiple missions  
27 at Camp Pendleton, California.

28 22. Some work was performed outside of Camp Pendleton, California.



1           23. Salah Salea and Raof Alkhamaisi were paid \$16.89 - \$17.31 per hour.

2                   **1. Unpaid Travel and Waiting Time**

3           24. A few weeks prior to each mission, Defendants would contact Plaintiffs and other similarly  
4 situated employees via email and informed them of the assignments for the upcoming mission and  
5 required them to confirm their availability. Each mission would last from 1-7 days. Plaintiffs and  
6 other similarly situated employees were required to commit to every day of the mission.

7           25. Once confirmed, Plaintiffs and other similarly situated employees were required to report  
8 to a specific location designated by Defendants at a specific time (i.e. reporting time). Normally,  
9 Plaintiffs were asked to report to 990 Avenida Vista Hermosa, San Clemente, CA 92673, about 30  
10 miles away from Camp Pendleton, California.

11           26. Defendants' email stated that "Everyone must meet here and drive in together as a Role  
12 Player NO EXCEPTIONS as per Base Security."

13           27. Once Plaintiffs reported to the designated location in San Clemente, they were required to  
14 wait for Defendants' Field Operations Manager and 40 other role players, after which the manager  
15 would conduct a roll call to verify the attendance of each role player. Plaintiffs and other similarly  
16 situated employees also waited for the company vehicles to arrive and for all 40 role players to  
17 load the buses. Then, Plaintiffs and other similarly situated employees were transported to Camp  
18 Pendleton. The same procedure would follow at the end of Plaintiffs and other similarly situated  
19 employees' shifts. They were required to wait at the exit gates for all role players to leave the  
20 premises of Camp Pendleton, load the buses, and drive back to the reporting location in San  
21 Clemente. These reporting, waiting, and driving time would regularly take from 1-1.5 hours in the  
22 morning and 1-1.5 hours in the evening on a daily basis.

23           28. Plaintiffs could not leave during the wait time.

24           29. Some role players were required to operate Defendants' vans from San Clemente to Camp  
25 Pendleton.

26           30. Defendants did not count these traveling and waiting hours as work hours and as a result  
27 Plaintiffs and other similarly situated employees were not compensated for these hours.  
28 Defendants did not allow Plaintiffs and other similarly situated employees to report directly to

1 Camp Pendleton due to security measures at the base.

2 **2. Unpaid Reporting Time**

3 31. On a few occasions, Defendants required Plaintiffs and other similarly situated employees  
4 to sign up and report to missions which were canceled without a notice. As a result, Plaintiffs  
5 traveled 60-80 miles from home to Defendants' designated location in San Clemente, California  
6 just to find out that the mission was canceled. Defendants failed to pay Plaintiffs and other  
7 similarly situated employees for reporting time.

8 **3. Unpaid Overtime**

9 During the Employment Period, Plaintiffs and other similarly situated employees worked  
10 in excess of 8 hours per workday and 40 hours per workweek.

11 Defendants failed to pay Plaintiffs and other similarly situated employees overtime  
12 compensation as required under California Labor Code section 510 and the FLSA, 29 U.S.C. §  
13 207. For example, because Defendants did not consider travel and waiting time as compensable  
14 hours, Defendants failed to pay Plaintiffs and other similarly situated employees overtime  
15 compensation for 2-3 hours per workday or workweek, depending on the number of workdays  
16 worked per workweek.

17 32. Defendants have knowingly and intentionally failed to provide their employees with  
18 accurate, itemized records of their earnings and deductions. Among other discrepancies,  
19 Defendants are aware that the records provided to Plaintiffs and other similarly situated  
20 employees: fail to reflect all hours worked, fail to show the correct gross pay for hours worked;  
21 and, fail to include overtime premiums and partial compensation for reporting time.

22 33. At all relevant times, as an hourly non-exempt employee, Plaintiffs and other similarly  
23 situated employees were entitled to the benefits and protections of California Labor Code and  
24 California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8  
25 California Code of Regulations §§ 11040, 11070) or other applicable Wage Order(s) and the Fair  
26 Labor Standards Act.

27 **V. FEDERAL COLLECTIVE ACTION ALLEGATIONS**

28 34. Plaintiffs bring this action on behalf of themselves and other employees similarly situated

1 as authorized under Section 16(b) of the FLSA, 29 U.S.C. § 216(b). The employees similarly  
2 situated are:

3 **Collective Class:** All persons who are or have been employed by Defendants  
4 as Role Players (or any titles performing similar duties) at any time  
5 commencing three years prior to the filing of this Complaint, to the final  
6 disposition of this case.

6 35. At all relevant times, Plaintiffs and all similarly situated employees were “employees” of  
7 Defendants, as defined by 29 U.S.C. § 203(e)(1).

8 36. The provisions set forth in 29 U.S.C. § 206 and § 207 of the FLSA apply to Defendants.

9 37. At all relevant times, Defendants were, and continue to be an “employer” as defined in 29  
10 U.S.C. § 203(d).

11 38. Upon information and belief, Defendants suffered and permitted Plaintiffs and the  
12 Collective Class to work without being paid the Federal minimum wage for travel and waiting  
13 time. Specifically, Defendants did not consider travel and waiting time as compensable hours,  
14 thereby depriving Plaintiffs and the Proposed Collective Class of minimum wage compensation  
15 and contractual wages for at least 2-3 hours of travel and waiting time per workday.

16 39. Upon information and belief, Defendants suffered and permitted Plaintiffs and the  
17 Proposed Collective Class to work more than forty hours per week without appropriate overtime  
18 compensation.

19 40. Upon information and belief, Defendants knew that Plaintiffs and the Proposed Collective  
20 Class performed work that required overtime pay. Defendants have operated under a scheme to  
21 deprive these employees of appropriate overtime compensation by failing to properly compensate  
22 them for all hours worked, including travel and waiting time.

23 41. Upon information and belief, Defendants failed to keep accurate time records for all hours  
24 worked by the Plaintiffs and the Proposed Collective Class in violation of FLSA, 29 U.S.C. § 201  
25 *et seq.*

26 42. Defendants’ unlawful conduct has been widespread, repeated, and consistent.

27 43. Defendants’ conduct, as set forth in this Complaint, was willful and in bad faith, and has  
28 caused significant damages to Plaintiffs, and the Proposed Collective Class.

1        44. Defendants are liable under the FLSA for failing to properly compensate Plaintiffs and the  
2 Proposed Collective Class, and as such, notice should be sent to the Proposed Collective Class.  
3 There are numerous similarly-situated current and former employees of Defendants who have  
4 been denied overtime pay and the minimum wage in violation of the FLSA who would benefit  
5 from the issuance of a Court-supervised notice of the present lawsuit and the opportunity to join in  
6 the present lawsuit. Those similarly-situated employees are known to Defendants and are readily  
7 identifiable through Defendants' records.

8        **VI. CLASS ACTION ALLEGATIONS**

9        45. At all times herein relevant, Plaintiffs were and are now persons within the Class of  
10 persons further described and defined herein and aggrieved employees of Defendants.

11        46. As used throughout this Complaint, the term "Class Members" and/or the "Plaintiff Class"  
12 refers to the named Plaintiff herein as well as each and every person eligible for membership in  
13 the class of persons further described and defined herein. At all times herein relevant, Plaintiffs  
14 were within the class of persons further described and defined herein.

15        47. Plaintiffs bring this action on behalf of themselves as a class action, pursuant to California  
16 Code of Civil Procedure Section 382, on behalf of all persons similarly situated and defined as the  
17 following Plaintiff Class:

18                All persons who are or have been employed by Defendants as Role Players (or any titles  
19 performing similar duties) in California at any time commencing four years prior to the filing  
20 of this Complaint, to the final disposition of this case.

21        48. Defendants and their officers, directors, and all exempt employees are excluded from the  
22 Plaintiff Class.

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

26                a. Numerosity: A class action is the only available method for the fair and  
27 efficient adjudication of this controversy. The members of the Plaintiff  
28 Class are so numerous that joinder of all members is impractical, if not

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impossible, insofar as the Plaintiffs are informed and believes and, on that basis, alleges that the total number of Class Members is, at least, in the hundreds of individuals. Membership in the Class will be determined by and upon analysis of employee and payroll records, among other records maintained by Defendants.

b. Commonality: Plaintiffs and the Class Members share a community of interests in that there are numerous common questions and issues of fact and law which predominate over any questions and issues solely affecting individual members, including, but not necessarily limited to:

- i. Whether Defendants were required to pay Plaintiffs and the Class Members for travel and waiting time spent outside of Camp Pendleton;
- ii. Whether Defendants violated California Labor Code sections 1194 and 1194.2 by failing to pay minimum wage to Plaintiffs and the Class Members for all hours worked, including travel and waiting time spent outside of Camp Pendleton;
- iii. Whether Defendants violated California Labor Code sections 510 and 1194 by failing to pay overtime to Plaintiffs and the Class Members for all hours worked, including travel and waiting time spent outside of Camp Pendleton;
- iv. Whether Defendants violated California Labor Code sections 201-204 by failing to pay Plaintiffs and the Class Members all wages due and owed during the pendency of employment and/or at the time of the termination of employment with Defendants;
- v. Whether Defendants violated California Labor Code section 226 by failing to provide Plaintiffs and the Class Members with semimonthly itemized statements including total hours worked and all applicable hourly rates in effect during the pay period; and

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vi. Whether Defendants violated Section 5, of Wage Order No. 4 or other applicable Wage Order(s), when by failing to pay at least partial compensation to Plaintiffs and the Class Members when they reported to their job expecting to work a specified number of hours but were deprived of that amount of work because of inadequate scheduling or lack of proper notice by Defendants;

vii. Whether the above-listed violations were willful;

viii. Whether Defendants owe penalties and attorneys' fees under the PAGA Act for the above-listed violations;

c. Typicality: Plaintiffs' claims are typical of the claims of the Class Members. Plaintiffs and the Class Members sustained damages arising out of and caused by Defendants' common course of conduct in violation of law, as alleged herein.

d. Adequacy of Representation: Plaintiffs in this class action are adequate representatives of the Class Members in that Plaintiffs' claims are typical of those of the Class Members and the Plaintiffs have the same interest in the litigation of this case as the Class Members. Plaintiffs are committed to vigorous prosecution of this case and have retained competent counsel who is experienced in conducting litigation of this nature. Plaintiffs are not subject to any individual defenses unique from those conceivably applicable to the Class Members as a whole. Plaintiffs anticipate no management difficulties in this litigation.

e. Superiority of Class Action: Since the damages suffered by individual Class Members, while not inconsequential, may be relatively small, the expense and burden of individual litigation by each member makes or may make it impractical for members of the Class to seek redress individually, for the wrongful conduct alleged herein. Should separate actions be brought, or be required to be brought, by each individual member of the Class, the

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resulting multiplicity of lawsuits would cause undue hardship and expense for the Court and the litigants. The prosecution of separate actions would also create a risk of inconsistent rulings which might be dispositive of the interests of other Class Members who are not parties to the adjudications and/or may substantially impede their ability to adequately protect their interests.

**FIRST CAUSE OF ACTION**

**Failure to Pay Minimum Wage and/or Contractual Wages for All Hours Worked**

**(Cal. Labor Code §§ 200, 500, 1194, 1182.12, 1197, 1198)**

**(California Class Action)**

**(Plaintiffs, individually and on behalf of all similarly situated employees, against all**

**Defendants)**

50. Plaintiffs incorporate by reference as though fully set forth herein the preceding paragraphs of this Complaint.

51. Plaintiffs and the class members worked in California and/or under California law.

52. Defendants were required to compensate Plaintiffs and the Class Members for all hours worked, at an hourly rate of \$16.89 - \$17.31 pursuant to the Industrial Welfare Commission Order 4-2001, California Code of Regulations, Title 8, Chapter 5, Section 11070 or other applicable Wage Order(s), Labor Code Sections 200, 226, 500, 510, 1194, 1194.2, 1197, 1198.

53. Pursuant to the Minimum Wage Order, Wage Order No. 4-2001, Labor Code sections 1182.12 and 1197, Defendants were required to pay Plaintiffs and other similarly situated employees a minimum wage of \$10 per hour for work performed in California, including the areas outside of Camp Pendleton.

54. At all relevant times, Defendants failed and refused to compensate Plaintiffs and the Class Members their contractual hourly rate and/or applicable minimum wage rate for all hours worked by Plaintiffs and the Class Members, including travel and waiting time.

55. Despite Plaintiffs and the Class Members' demands, Defendants refused and continue to refuse to pay Plaintiffs and the Class Members the amount owed. Defendants' failure to pay

1 Plaintiffs violates the provisions of Labor Code section 1197.

2 56. Pursuant to Labor Code sections 1194, Plaintiffs and the Class Members are entitled to  
3 recover, and hereby seek, the unpaid balance of the full amount the minimum wage, including  
4 interest thereon, reasonable attorneys' fees, and cost of suit from Defendants.

5 57. Pursuant to Labor Code section 1194.2, Plaintiffs and the Class Members' are entitled to  
6 recover, and hereby seek, liquidated damages in an amount equal to the wages unlawfully unpaid  
7 and interest thereon from Defendants, as set forth in the prayer at the conclusion of this  
8 Complaint.

9 58. Plaintiffs and the Class Members have been deprived of their rightfully earned  
10 compensation as a direct and proximate result of Defendants' failure and refusal to pay said  
11 compensation. Plaintiffs and the Class Members are entitled to recover compensation for all hours  
12 worked but not paid in addition to reasonable attorney's fees and costs of suit.

13 59. Wherefore, Plaintiffs pray for relief as set forth below.

14 **SECOND CAUSE OF ACTION**

15 **Failure to Pay Overtime**

16 **(Cal. Labor Code §§ 510, 194, 1198 and Wage Order 4-2001)**

17 **(California Class Action)**

18 **(Plaintiffs Individually and On Behalf of Similarly Situated Employees Against All**  
19 **Defendants)**

20 60. Plaintiffs incorporate by reference as though fully set forth herein the preceding paragraphs  
21 of this Complaint.

22 61. At all relevant times, Defendants were employers subject to California Labor Code section  
23 510 and California Industrial Welfare Commission Wage Order 4-2001, which include provisions  
24 setting forth the definition of overtime and the amount of compensation to be paid to an employee  
25 that works overtime.

26 62. At all relevant times, Plaintiff and Class Members were non-exempt employees of  
27 Defendants under California law.

28 63. At all relevant times, Defendants were required to compensate Plaintiff and Class



1 Members for all overtime work performed, at one and one-half (1 ½) times the regular rate of pay  
2 for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week (whichever  
3 was greater), and for the first eight (8) hours on the seventh (7th) consecutive day of any work  
4 week. Additionally, Defendants were required to compensate Plaintiff and Proposed Class  
5 Members with double time after twelve (12) hours in a single workday and after eight (8) hours on  
6 the seventh (7th) consecutive day of any work week (“Overtime Hours”).

7 64. Plaintiffs are informed and believe and thereon allege that Defendants regularly engaged,  
8 suffered, or permitted Plaintiffs and Class Members to Overtime Hours.

9 65. Defendants have failed to pay Plaintiff and Class Members an overtime premium for every  
10 hour of overtime that Defendants engaged, suffered, or permitted Plaintiff to work in violation of  
11 Labor Code sections 1194 and 510.

12 66. As a direct and proximate result of Defendants’ wrongful acts and omissions alleged  
13 herein, Plaintiffs and Class Members have suffered actual damages in an amount to be proven at  
14 trial. Plaintiffs and Class Members have incurred and will continue to incur attorney’s fees as a  
15 result of prosecuting this cause of action.

16 67. Plaintiff and Class Members are entitled to recover, and hereby seek to recover any unpaid  
17 overtime.

18 68. Pursuant to Labor Code section 1194, Plaintiff and Class Members have been deprived of  
19 their rightfully earned compensation as a direct and proximate result of Defendants’ failure and  
20 refusal to pay said compensation. Plaintiffs and Class Members are entitled to recover overtime  
21 compensation for Overtime Hours, reasonable attorney’s fees and costs of suit.

22 69. Defendants’ failure to pay overtime was done willfully, in bad faith, in knowing violation  
23 of the California Labor Code and the IWC Wage Order, and with malice.

24 Wherefore, Plaintiffs pray for relief as set forth below.  
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**THIRD CAUSE OF ACTION**

**Failure to Provide Accurate Itemized Wage Statements**

**(Cal. Lab. Code §§ 226(a) & (e); 1174-5; and Wage Order 4-2001)**

**(California Class Action)**

**(Plaintiffs Individually and On Behalf of Similarly Situated Employees Against All Defendants)**

70. Plaintiffs incorporate by reference as though fully set forth herein the preceding paragraphs of this Complaint.

71. Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (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.

72. By their failure to accurately report and include all hours worked, overtime premiums and reporting time in Plaintiffs and Class Members' paystubs, Defendants have knowingly and intentionally failed to comply with Labor Code section 226(a) on every wage statement provided to Plaintiffs and Class Members.

73. California Labor Code section 226(e) further provides that any employee suffering injury due to a willful violation of the aforementioned obligations may collect the greater of either actual damages or \$50 for the first inadequate pay statement and \$100 for each inadequate statement thereafter. During the course of Plaintiffs employment, Defendants consistently failed to provide Plaintiffs and Class Members with adequate pay statements as required by California Labor Code

1 section 226.

2 74. Defendants failed to provide such adequate statements willingly and with full knowledge  
3 of their obligations under section 226. Defendants' failure to provide such adequate statements has  
4 caused injury to the Plaintiffs and Class Members.

5 75. Plaintiffs and Class Members are entitled to recover the greater of actual damages or  
6 penalties as a result of Defendants' failure to provide proper records, in an amount to be proven at  
7 trial. Plaintiffs incurred costs and attorney fees in bringing this action, and such costs and attorney  
8 fees should be awarded to Plaintiffs and Class Members under California Labor Code section 226.

9 76. Plaintiffs, for themselves and Class Members, seek reasonable attorneys' fees and costs  
10 pursuant to Labor Code section 226.

11 77. Wherefore, Plaintiffs pray for relief as set forth below.

12 **FOURTH CAUSE OF ACTION**

13 **Failure to Pay All Wages Due at Termination**

14 **(Cal. Labor Code §§ 201 – 203)**

15 **(California Class Action)**

16 **(Plaintiffs Individually and On Behalf of Similarly Situated Employees Against All**  
17 **Defendants)**

18 78. Plaintiffs incorporate by reference as though fully set forth herein the preceding paragraphs  
19 of this Complaint.

20 79. Labor Code section 201 provides that an employer is required to provide an employee who  
21 is terminated all accrued wages and compensation at the time of termination. Labor Code section  
22 202 similarly requires Defendants to pay their employees all wages due not later than 72 hours  
23 after employee's quit notice, unless the employee has given 72 hours previous notice of his  
24 intention to quit. Under Labor Code section 203, if an employer willfully fails to pay such wages,  
25 for every day that final wages or any part of the final wages remain unpaid, the employer is liable  
26 for a penalty equivalent to the employee's daily wage, for a maximum of 30 days.

27 80. Following the October 2017 rotation, Plaintiffs did not have any employment relationship  
28 with Defendants. Defendants, however, as described above, willfully failed and refused to pay

1 Plaintiffs and Class Members all accrued wages owed at the time of their separation, as required  
2 under California Labor Code sections 201 and 202. Such unpaid wages include minimum wage  
3 and contractual wages for all hours worked; overtime compensation and reporting time  
4 compensation.

5 81. Plaintiffs are informed and believe and thereon allege that during the Employment Period,  
6 other Class Members who either quit or were fired similarly did not receive all accrued wages  
7 owed at the time of termination, as required under California Labor Code sections 201 and 202.

8 82. Since the date of Plaintiffs and Class Members' termination to this date, Plaintiffs and  
9 Class Members have been available and ready to receive the wages due and owing to them.  
10 Plaintiffs and Class Members have not refused to receive any payment from Defendants.

11 83. Defendants' failure to pay Plaintiffs and Class Members' wages was willful in that  
12 Plaintiff and Class Members made written demand for their payments but Defendants have refused  
13 to pay any portion of the amount due and owing to Plaintiffs and Class Members.

14 84. Defendants' willful failure and refusal to pay Plaintiffs and Class Members' wages due and  
15 owing constitute a violation of Labor Code section 203 that provides that an employee's wages  
16 will continue as a penalty until paid up to 30 days from the time the wages were due. Therefore,  
17 Plaintiffs and Class Members are entitled to a waiting time penalty in an amount to be determined  
18 at trial, as well as recovery of attorneys' fees and costs, and restitution, pursuant to Labor Code  
19 sections 201-203.

20 85. Plaintiffs and Class Members seek waiting time penalties provided by Labor Code section  
21 203 for violations of Labor Code §§ 201-202.

22 86. Wherefore, Plaintiffs pray for relief as set forth below.  
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**FIFTH CAUSE OF ACTION**  
**Failure to Pay Reporting Time Pay**  
**(Wage Order 4-2001, § 5; Labor Code §§ 218 & 1194)**  
**(California Class Action)**  
**(Plaintiffs Individually and On Behalf of Similarly Situated Employees Against All Defendants)**

87. Plaintiffs incorporate by reference as though fully set forth herein the preceding paragraphs of this Complaint.

88. At all times material hereto, Industrial Welfare Commission Wage Order 4-2001, section 5 requires employers to pay employees reporting time on occasions when they are required to report for work, and do report, but are not put to work or are furnished less than half of their usual or scheduled day's work. Reporting time must be no less than two hours nor more than four hours at the employee's regular rate of pay.

89. Violations of the wage and hour provisions of IWC Wage Orders may be enforced privately through Labor Code section 218 and 1194.

90. Despite the requirements of the Industrial Welfare Commission Wage Order 4-2001, Defendants failed to pay reporting pay when Plaintiffs and the members of the California Class were required to report to work and did report, but were furnished less than half of their scheduled day's work.

91. As a result of Defendant's conduct alleged herein, Plaintiffs and the members of the California Class have suffered damages in the amount of the unpaid reporting time on days when Plaintiff and California Class Members reported to work but were furnished less than half of their scheduled day's work.

92. Wherefore, Plaintiffs pray for relief as set forth below.

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**SIXTH CAUSE OF ACTION**

**Civil Penalties for Violation of Private Attorneys General Act of 2004**

**(Cal. Lab. Code §§ 2698 *et seq.*)**

**(Representative PAGA Action)**

**(Plaintiffs on behalf of themselves and all aggrieved employees Against All Defendants)**

93. Plaintiffs incorporate by reference as though fully set forth herein the preceding paragraphs of this Complaint.

94. Under the California Private Attorneys General Act (“PAGA”) of 2004, Cal. Lab. Code §§ 2698-2699.5, an aggrieved employee, on behalf of himself and other current or former employees as well as the general public, may bring a representative action as a private attorney general to recover penalties for an employer’s violations of the California Labor Code and IWC Wage Orders. These civil penalties are in addition to any other relief available under the California Labor Code, and must be allocated 75% to California’s Labor and Workforce Development Agency (“LWDA”) and 25% to the aggrieved employee, pursuant to California Labor Code § 2699.

95. Plaintiffs are aggrieved employees with standing to bring this cause of action under the PAGA Act because of their employment with Defendants and Defendants’ failure to comply with various California Labor Code violations for work performed outside of Camp Pendleton in California.

96. Plaintiffs have satisfied all prerequisites to serve as representatives of the general public to enforce California’s labor laws, including, without limitation, the penalty provisions identified in Labor Code section 2699.5. The LWDA indicated that it would not be investigating the claims set forth herein. Since the LWDA took no steps within the time period required to intervene and because Defendants took no corrective action to remedy the allegations set forth above Plaintiffs, as representatives of the people of the State of California, will seeks any and all civil penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE).

97. Plaintiffs allege, on behalf of themselves and all aggrieved employees, as well as the

1 general public, that Defendants have violated the following provisions of the California Labor  
2 Code and the following provisions of the IWC Wage Orders that are actionable through the  
3 California Labor Code and PAGA, as previously alleged herein:

- 4 a. Failure to Pay Minimum Wage (Cal. Lab. Code §§1182.12, 1194, 1194.2,  
5 1197, and 1197.1)
- 6 b. Failure to Pay Overtime (Cal. Lab. Code §§ 510, 558, 1194, 1198, and  
7 2699);
- 8 c. Failure to Pay Contractual Wages for All Hours Worked (Cal. Lab. Code §§  
9 200, 218.5, and 2699);
- 10 d. Failure to Pay Partial Compensation for Reporting Time (Wage Order,  
11 Section 5);
- 12 e. Failure to Provide Accurate Wage Statements (Cal. Lab. Code §§ 226,  
13 226.3, and 2699);
- 14 f. Failure to Maintain Accurate Employment records, including time sheets  
15 Failure to Provide Accurate Wage Statements (Cal. Lab. Code §§ 1174.5  
16 and Wage Order); and
- 17 g. Failure to Pay All Wages Upon Separation (Cal. Lab. Code §§201-203, and  
18 2699).

19 98. California Labor Code § 2699(f), which is part of PAGA, provides in pertinent part:

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

25 Plaintiffs are entitled to civil penalties, to be paid by Defendants and allocated as PAGA  
26 requires, pursuant to California Labor Code § 2699(a) for Defendants' violations of the California  
27 Labor Code and IWC Wage Orders for which violations a civil penalty is already specifically  
28 provided by law.

1 99. Furthermore, Plaintiffs are entitled to civil penalties, to be paid by Defendants and  
2 allocated as PAGA requires, pursuant to California Labor Code § 2699(f) for Defendants'  
3 violations of the California Labor Code and IWC Wage Orders for which violations a civil penalty  
4 is not already specifically provided.

5 100. Under PAGA, Plaintiff and the State of California are entitled to recover the  
6 maximum civil penalties permitted by law for the violations of the California Labor Code and  
7 IWC Wage Order No. 4-2001 or other applicable Wage Order(s) that are alleged in this  
8 Complaint.

9 **SEVENTH CAUSE OF ACTION**

10 **Failure to Pay Overtime and The Minimum Wage In Violation Of Federal Law**

11 **(FLSA Collective Action)**

12 **(Fair Labor Standards Act, 29 U.S.C. §§ 206, 207, 216 ("FLSA"))**

13 101. Plaintiffs incorporate by reference as though fully set forth herein the preceding  
14 paragraphs of this Complaint.

15 102. Plaintiffs consent in writing to be a party of this action, pursuant to 29 U.S.C. §  
16 216(b). Plaintiffs will file written consent forms. Plaintiffs anticipate that other individuals will  
17 continue to sign consent forms and join as plaintiffs.

18 103. At all relevant times, Defendants have been, and continue to be, "employers"  
19 within the meaning of the FLSA, 20 U.S.C. § 203. At all relevant times, Defendants have  
20 employed and continue to employ employees, including Plaintiffs, and the Collective Class.

21 104. At all relevant times, upon information and belief, Defendants have had gross  
22 operating revenues in excess of \$500,000.00.

23 105. The FLSA requires each covered employers such as Defendants to compensate all  
24 non-exempt employees at no less than the minimum wage and at a rate of not less than one and  
25 one-half times the regular rate of pay for work performed in excess of forty hours per work week.

26 106. During their employment with Defendants, within the applicable statute of  
27 limitations, Plaintiffs and the other Collective Class members worked in excess of forty hours per  
28 workweek, and were paid less than the minimum wage. Despite the hours worked by Plaintiffs and



1 the Collective Class members, Defendants willfully, in bad faith, and in knowing violation of the  
2 Federal Fair Labor Standards Act, failed and refused to pay them the appropriate overtime  
3 compensation for all the hours worked in excess of forty, and failed and refused to pay them at  
4 least the minimum wage.

5 107. By failing to accurately record, report, and/or preserve records of hours worked by  
6 Plaintiffs and the Collective Class, Defendants have failed to make, keep, and preserve records  
7 with respect to each of its employees sufficient to determine their wages, hours, and other  
8 conditions and practice of employment, in violation of the FLSA, 29 U.S.C. § 201, et seq.

9 108. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA,  
10 within the meaning of 29 U.S.C. § 255(a).

11 109. Plaintiffs, on behalf of themselves and the Collective Class, seek damages in the  
12 amount of their payment below the minimum wage, and their respective unpaid overtime  
13 compensation, liquidated damages from three years immediately preceding the filing of this  
14 action, plus interests and costs as allowed by law, pursuant to 29 U.S.C. §§ 216(b) and 255(a), and  
15 such other legal and equitable relief as the Court deems just and proper.

16 110. Plaintiffs, on behalf of themselves and the Collective Class, seek recovery of their  
17 attorneys' fees and costs to be paid by Defendants, as provided by the FLSA, 29 U.S.C. § 216(b).

18 **EIGHTH CAUSE OF ACTION**

19 **(Class Action - Unlawful, Unfair and Fraudulent Business Practices)**

20 **[Cal. Bus. & Prof. Code §§ 17200 et seq.]**

21 **(California Class Action)**

22 **(Plaintiff Individually and On Behalf of Similarly Situated Employees Against All**  
23 **Defendants)**

24 111. Plaintiffs incorporate by reference as though fully set forth herein the preceding  
25 paragraphs of this Complain.

26 112. The California Business & Professions Code ("B&P Code") § 17200 *et seq.*  
27 prohibits unfair competition in the form of any unlawful, unfair or fraudulent business act or  
28 practice. B&P Code§ 17202 provides: "Notwithstanding Section 2289 of the Civil Code, specific or

1 preventative relief may be granted to enforce a penalty, forfeiture, or penal law in case of unfair  
2 competition."

3 113. B&P Code § 17203 provides that the Court may restore to any person in interest  
4 any money or property which may have been acquired by means of such unfair competition. B&P  
5 Code § 17203 also provides that any person who meets the standing requirements of Section  
6 17204 and complies with CCP Section 382 may pursue representative claims for relief on behalf  
7 of others.

8 114. B&P Code § 17204 allows "any person who has suffered injury in fact and has lost  
9 money or property as a result of such unfair competition" to prosecute a civil action for violation  
10 of the Unfair Business Practices Act.

11 115. Labor Code § 90.5(a) states that it is the public policy of California to vigorously  
12 enforce minimum labor standards in order to ensure employees are not required to work under  
13 substandard and unlawful conditions, and to protect employers who comply with the law from  
14 those who attempt to gain competitive advantage at the expense of their workers by failing to  
15 comply with the minimum standards law.

16 116. Pursuant to B&P § 17202, Plaintiffs and other similarly situated employees are  
17 entitled to enforce all applicable provisions of the Labor Code. Beginning at an exact date  
18 unknown to Plaintiff, but at least since the date four years prior to the filing of this suit,  
19 Defendants have committed acts of unfair competition as defined by the Unfair Business Practices  
20 Act, by engaging in the unlawful, unfair and fraudulent practices and acts described in this  
21 Complaint, including, but not limited to:

- 22 a. Failure to Pay Minimum Wage (Cal. Lab. Code §§1182.12, 1194, 1194.2,  
23 1197, 1197.1 and 29 U.S.C. §§ 206)
- 24 b. Failure to Pay Overtime (Cal. Lab. Code §§ 510, 558, 1194, 1198, 2699 and  
25 29 U.S.C. §§ 207);
- 26 c. Failure to Pay Contractual Wages for All Hours Worked (Cal. Lab. Code §§  
27 200, 218.5, and 2699);
- 28 d. Failure to Pay Partial Compensation for Reporting Time (Wage Order,

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Section 5);

- e. Failure to Provide Accurate Wage Statements (Cal. Lab. Code §§ 226, 226.3, and 2699);
- f. Failure to Maintain Accurate Employment records, including time sheets Failure to Provide Accurate Wage Statements (Cal. Lab. Code §§ 1174.5 and Wage Order); and
- g. Failure to Pay All Wages Upon Separation (Cal. Lab. Code §§201-203, and 2699).

117. By violating these statutes and regulations, the acts of Defendants constitute unfair and unlawful business practices under B&P § 17200 et seq.

118. The violations of these laws and regulations, as well as of fundamental California public policies protecting workers, serve as unlawful predicate acts and practices for purposes of B&P Code §§ 17200 and 17203, et seq.

119. The acts and practices described above constitute unfair, unlawful and fraudulent business practices, and unfair competition, within the meaning of B&P Code §§ 17200 and 17203, et seq. Defendants' violation of the law and regulations described above constitutes a business practice because it was done repeatedly over a significant period of time and in a systematic manner to the detriment of Plaintiffs and Class Members. Among other things, Defendants' acts and practices have forced Plaintiffs and other similarly situated workers to work at least 2-3 hours per workday without compensation. The acts and practices described above have allowed Defendants to gain an unfair competitive advantage over law-abiding employers and competitors.

120. As a direct and proximate result of the acts and practices described herein, Plaintiffs and Class Members have been denied compensation, in an amount to be proven at trial. Plaintiffs and those similarly situated have accordingly each suffered injury in fact and have lost money or property as a result of Defendants' unfair, unlawful and fraudulent business practices, and unfair competition.

121. Plaintiffs and the Class Members are entitled to restitution pursuant to B&P Code § 17203 for all wages and other compensation unlawfully withheld from employees during the four-

1 year period prior to the filing of the complaint.

2 122. Plaintiffs' success in this action will enforce important rights affecting the public  
3 interest. Therefore, Plaintiffs sue on behalf of the general public, as well as themselves and the  
4 Class Members.

5 123. An award of attorneys' fees is appropriate pursuant to CCP §1021.5 and other  
6 applicable laws, because: 1) this action will confer a significant benefit upon a large class of  
7 persons; 2) there is a financial burden involved in pursuing this action; and 3) it would be against  
8 the interest of justice to force Plaintiffs to pay attorney's fees from any amount recovered in this  
9 action.

10 **VII. PRAYER FOR RELIEF**

11 **WHEREFORE**, Plaintiffs on behalf of themselves and the proposed Class demand judgment  
12 against Defendants as follows:

- 13 a. For an order, pursuant to California CCP § 382, certifying this action as a class action,  
14 appointing Plaintiffs as Class Representatives, and Plaintiff's attorneys as Class  
15 Counsel;
- 16 b. Designation of this action as a collective action on behalf of the FLSA Collective Class  
17 (asserting FLSA claims) and prompt issuance of notice pursuant to 29 U.S.C. § 216(b)  
18 to all similarly situated members of the FLSA Opt- In Class, apprising them of the  
19 pendency of this action, and permitting them to assert timely FLSA claims in this action  
20 by filing individual Consent to Sue forms pursuant to 29 U.S.C. § 216(b) and  
21 Designation of Plaintiffs as Representative of the FLSA Collective Class;
- 22 a. All compensatory and general damages against all defendants in an amount according to  
23 proof, including unpaid minimum wage, overtime, contractual wages, liquidates  
24 damages, statutory penalties under Labor Code section 226 and waiting time penalties  
25 under Labor Code section 203;
- 26 b. For a declaratory judgment that Defendants have violated California Labor Laws, the  
27 Fair Labor Standards Act, and applicable Wage Order, as alleged herein;
- 28 c. For a declaratory judgment that Defendants have violated B&P Code §§ 17200 and

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17203, *et seq.*, as a result of the aforementioned violations of the Labor Code and of California public policy protecting workers, ensuring that workers are paid at the legally mandated rate for all hours worked; and

- d. For an award of restitution;
- a. That Defendants violations as described above are found to be willful to the extent necessary under the FLSA for a three-year statute of limitations and other consequences;
- b. For all applicable civil penalties pursuant to Labor Code sections 2698, *et seq.*
- c. For prejudgment and post-judgment interest according to any applicable provision of law, according to proof;
- d. For reasonable attorneys' fees and costs of suit, pursuant to the California Labor Code sections 1194, 218.5, 558, 226, 558, and 2698 *et. seq.*, Cal, Civ. Proc. Code §1021.5, and the FLSA, 29 U.S.C. § 216(b).
- e. Other relief as this Court deems just and proper.

**VIII. DEMAND FOR JURY TRIAL**

Plaintiffs demand a trial by jury on all issues so triable.

Respectfully submitted,

Dated: December 14, 2017

BY   
 Alexei Kuchinsky

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Trey Dayes, Arizona Bar # (pro hac vice application pending)

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*Attorneys for Plaintiffs and proposed  
Collective and Class members*

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Alexei Kuchinsky</b> SBN: 279405 <b>Klein Law Group, LLP</b> 50 California Street, Suite 1500, San Francisco, CA 94111 TELEPHONE NO.: 415 693-9107 FAX NO.: 415 693-9222 ATTORNEY FOR (Name): <b>Raof Alkhamaisi</b>	<b>FOR COURT USE ONLY</b>  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Diego  <b>12/15/2017 at 08:00:00 AM</b> Clerk of the Superior Court By Erika Engel, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 W. Broadway, MAILING ADDRESS: 330 W. Broadway, CITY AND ZIP CODE: San Diego, 92101 BRANCH NAME: Central Courthouse	CASE NUMBER: <b>37-2017-00048476-CU-05-CTL</b>
CASE NAME: Raof Alkhamaisi and Salah Salea individually, and on behalf of all other similarly situated employees v. Katmai Health Services, LLC. et.al.	JUDGE: <b>Judge Katherine Bacal</b> DEPT:
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

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

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

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

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

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

4. Number of causes of action (specify): Six (6)

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: December 13, 2017  
 Alexei Kuchinsky \_\_\_\_\_ (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.

**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 PIPD/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



<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
STREET ADDRESS: 330 W Broadway	
MAILING ADDRESS: 330 W Broadway	
CITY AND ZIP CODE: San Diego, CA 92101-3827	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7069	
PLAINTIFF(S) / PETITIONER(S): RAOF ALKHAMAISI et.al.	
DEFENDANT(S) / RESPONDENT(S): KATMAI HEALTH SERVICES LLC et.al.	
ALKHAMAISI VS KATMAI HEALTH SERVICES LLC [E-FILE]	
<b>NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE on MANDATORY eFILE CASE</b>	CASE NUMBER: 37-2017-00048476-CU-OE-CTL

**CASE ASSIGNMENT**

Judge: Katherine Bacal

Department: C-69

**COMPLAINT/PETITION FILED: 12/15/2017**

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	06/29/2018	09:30 am	C-69	Katherine Bacal

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR\* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

**TIME STANDARDS:** The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

**COMPLAINTS:** Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

**DEFENDANT'S APPEARANCE:** Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

**JURY FEES:** In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

**MANDATORY eFILE:** Case assigned to mandatory eFile program per CRC 3.400-3.403 and SDSC Rule 2.4.11. All documents must be eFiled at [www.onelegal.com](http://www.onelegal.com). Refer to General Order in re procedures regarding electronically imaged court records, electronic filing, and access to electronic court records in civil and probate cases or guidelines and procedures.

**COURT REPORTERS:** Court reporters are not provided by the Court in Civil cases. See policy regarding normal availability and unavailability of official court reporters at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov).

\*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).



## SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

### ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2017-00048476-CU-OE-CTL CASE TITLE: Alkhamaisi vs Katmai Health Services LLC [E-File]

**NOTICE:** All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

#### **Potential Advantages and Disadvantages of ADR**

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

##### **Potential Advantages**

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

##### **Potential Disadvantages**

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

#### **Most Common Types of ADR**

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

**Mediation:** A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

**Settlement Conference:** A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

**Arbitration:** A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

**Other ADR Processes:** There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

### **Local ADR Programs for Civil Cases**

**Mediation:** The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

**On-line mediator search and selection:** Go to the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

**Settlement Conference:** The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO**

**ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION**

**CASE NUMBER: 37-2017-00048476-CU-OE-CTL      CASE TITLE: Alkhamaisi vs Katmai Health Services LLC [E-File]**

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<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	<b>FOR COURT USE ONLY</b>          CASE NUMBER: 37-2017-00048476-CU-OE-CTL
PLAINTIFF(S): RAOF ALKHAMAISI et.al.	
DEFENDANT(S): KATMAI HEALTH SERVICES LLC et.al.	
SHORT TITLE: ALKHAMAISI VS KATMAI HEALTH SERVICES LLC [E-FILE]	
<b>STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>	

Judge: Katherine Bacal

Department: C-69

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- |   |  |
|---|--|
| <input type="checkbox"/> Mediation (court-connected)  | <input type="checkbox"/> Non-binding private arbitration   |
| <input type="checkbox"/> Mediation (private)  | <input type="checkbox"/> Binding private arbitration   |
| <input type="checkbox"/> Voluntary settlement conference (private)                            | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private)   | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ |  |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) \_\_\_\_\_

Alternate neutral (for court Civil Mediation Program and arbitration only): \_\_\_\_\_

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

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

\_\_\_\_\_  
Name of Plaintiff

\_\_\_\_\_  
Name of Defendant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Plaintiff's Attorney

\_\_\_\_\_  
Name of Defendant's Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

**IT IS SO ORDERED.**

Dated: 12/18/2017

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

## EXHIBIT B

1 HUNTON & WILLIAMS LLP  
ROLAND M. JUAREZ (STATE BAR NO. 160793)  
2 rjuarez@hunton.com  
3 D. ANDREW QUIGLEY (SBN 280986)  
aquigley@hunton.com  
4 550 South Hope Street, Suite 2000  
Los Angeles, California 90071-2627  
5 Telephone: 213 • 532 • 2000  
Facsimile: 213 • 532 • 2020  
6

7 Attorneys for Defendants,  
KATMAI HEALTH SERVICES, LLC, and  
8 KATMAI GOVERNMENT SERVICES, LLC

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN DIEGO**

11  
12 RAOF ALKHAMAISI, individually, and  
13 SALAH SALEA, individually, and on behalf of  
themselves and all other similarly situated  
14 employees,

15 Plaintiffs,

16 v.

17 KATMAI HEALTH SERVICES, LLC;  
18 KATMAI GOVERNMENT SERVICES, LLC;  
AND DOES 1 THROUGH 25,

19 Defendants.  
20

CASE NO. 37-2017-00048476-CU-DE-CTL

Assigned to the Hon. Katherine Bacal, Dept. C-69

**DEFENDANTS KATMAI HEALTH  
SERVICES, LLC'S AND KATMAI  
GOVERNMENT SERVICES, LLC'S  
ANSWER TO PLAINTIFFS' COLLECTIVE  
AND CLASS ACTION COMPLAINT FOR  
DAMAGES**

**IMAGED FILED**

Complaint Filed: December 15, 2017

Hunton & Williams LLP  
550 South Hope Street, Suite 2000  
Los Angeles, California 90071-2627



1 Defendants Katmai Health Services, LLC and Katmai Government Services, LLC  
2 (“Defendants”) hereby answer the unverified Collective and Class Action Complaint (“Complaint”)  
3 filed by Plaintiffs Raof Alkhamaisi and Salah Salea (“Plaintiffs”) as follows:

4 **GENERAL DENIAL**

5 Pursuant to Section 431.30(d) of the California Code of Civil Procedure, Defendants deny,  
6 generally and specifically, each and every allegation of Plaintiffs’ Complaint. Defendants further  
7 deny, generally and specifically, that Plaintiffs have been damaged in any sum therein alleged, and  
8 that Plaintiffs are entitled to damages or any other relief whatsoever by reason of any act or omission  
9 on the part of Defendants.

10 Without waiving or excusing the burden of proof on Plaintiffs, or admitting that Defendants  
11 has any burden of proof, Defendants hereby assert the following defenses:

12 **FIRST DEFENSE**

13 (Failure to State a Cause of Action)

14 Plaintiffs’ Complaint, and some or all of the claims contained therein, fails to state a claim  
15 upon which relief can be granted.

16 **SECOND DEFENSE**

17 (Statute of Limitations)

18 Some or all of Plaintiffs’ claims are barred to the extent Plaintiffs or any members of the  
19 putative class they purport to represent seek relief for conduct or injury occurring outside the  
20 applicable statute of limitations, as set forth in the Fair Labor Standards Act (“FLSA”), California  
21 Code of Civil Procedure sections 338(a), 340(a), and 343, California Labor Code section 203 and  
22 California Business & Professions Code section 17208, among others.

23 **THIRD DEFENSE**

24 (Lack of Standing)

25 Some or all of Plaintiffs’ claims are barred, in whole or in part, by Plaintiffs’ lack of standing  
26 to assert claims, to obtain relief against Defendants, or to represent the putative class.

27  
28

Hunton & Williams LLP  
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Los Angeles, California 90071-2627

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**FOURTH DEFENSE**

(*De Minimis* Doctrine)

Plaintiffs' causes of action are barred, in whole or in part, by the *de minimis* doctrine.

**FIFTH DEFENSE**

(Estoppel/Waiver)

Plaintiffs are estopped from advancing some or all of the claims asserted and/or have waived their right to advance the claims asserted, by reason of their own actions, by agreement, or by course of conduct.

**SIXTH DEFENSE**

(Unclean Hands)

Plaintiffs are barred from maintaining the Complaint and each purported cause of action therein as a result of their unclean hands with respect to the events upon which their claims are based.

**SEVENTH DEFENSE**

(Laches)

Plaintiffs' Complaint, and each purported cause of action contained therein, is barred by the doctrine of laches.

**EIGHTH DEFENSE**

(Accord and Satisfaction)

Plaintiffs' Complaint, and each purported cause of action contained therein, is barred by the doctrine of accord and satisfaction.

**NINTH DEFENSE**

(Failure to Satisfy Requirements of a Class or Collective Action)

Plaintiffs are barred from maintaining this case as a class or collective action because they have failed to adequately plead and cannot establish the necessary elements for class or collective action treatment, and certification of a class, as applied to the facts and circumstances of this case, would constitute a denial of due process rights, both substantive and procedural, in violation of the

1 Fourteenth Amendment of the United States Constitution and the California Constitution.

2 **TENTH DEFENSE**

3 (Due Process)

4 Plaintiffs’ claim under the Private Attorneys General Act of 2004, California Labor Code §  
5 2698, *et seq.* (“PAGA”), is barred, in whole or in part, because their prosecution of this action as a  
6 representative action, as applied to the facts and circumstances of this case, would constitute a denial  
7 of Defendants’ substantive and procedural due process rights under the Fourteenth Amendment of  
8 the United States Constitution and the Constitution of the State of California.

9 **ELEVENTH DEFENSE**

10 (Election of Remedies)

11 Some or all of the purported claims in the Complaint are barred or some or all of the forms of  
12 relief sought in the Complaint are limited, in whole or in part, to the extent the relief sought is  
13 duplicative or under the doctrine of election of remedies.

14 **TWELFTH DEFENSE**

15 (Actions in Good Faith Reliance on Laws)

16 Defendants at all times acted in good faith and in conformity with, and reliance on, written  
17 administrative regulations, orders, rulings or interpretations of applicable state and federal laws.

18 **THIRTEENTH DEFENSE**

19 (Avoidable Consequences Doctrine)

20 Plaintiffs’ claims are barred, in whole or in part, or any recovery thereon should be reduced,  
21 pursuant to the avoidable consequences doctrine to the extent that Defendants took reasonable steps  
22 to prevent and/or correct any alleged improper wage payments and Plaintiffs unreasonably failed to  
23 use the preventative and corrective opportunities provided to them by Defendants, and reasonable  
24 use of Defendants’ procedures would have prevented some, if not all, of the harm that Plaintiffs  
25 allegedly suffered.

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**FOURTEENTH DEFENSE**

(Paid All Sums)

Plaintiffs' Complaint, and some or all of the claims contained therein, are barred in whole or in part to the extent that Defendants have paid all money due to Plaintiffs.

**FIFTEENTH DEFENSE**

(Offset)

Defendants are entitled to offset or recoup claimed damages to the extent payment has already been made to Plaintiffs or any putative class member, or to the extent Plaintiffs or any putative class member has been overpaid.

**SIXTEENTH DEFENSE**

(Not Compensable Work Time)

All or part of the time for which Plaintiffs, or the putative class members they purport to represent, seek compensation does not constitute compensable working time.

**SEVENTEENTH DEFENSE**

(No Violation of Underlying State Law)

Defendants are not liable for violation of the PAGA or for unlawful business practices pursuant to California Business and Professions Code Section 17200, *et seq.* because they are not liable to Plaintiffs for any alleged violation of any underlying state or federal laws.

**EIGHTEENTH DEFENSE**

(No Willful or Intentional Failure)

If Plaintiffs are entitled to additional compensation, which Defendants deny, Defendants have not willfully or intentionally failed to pay any such additional compensation to Plaintiffs to justify any award of penalties or fees.

**NINETEENTH DEFENSE**

(Noncompensable Work)

Plaintiffs' claims for unpaid wages, including overtime, are barred to the extent Plaintiffs seek to recover wages for work that Defendants did not suffer or permit Plaintiffs to perform, to the

1 extent that Plaintiffs seek to recover wages for work that was not performed while under the  
2 direction and control of Defendants, and/or to the extent that Plaintiffs worked without Defendants'  
3 actual or constructive knowledge.

4 **TWENTIETH DEFENSE**

5 (Inadvertence or Clerical Error)

6 Plaintiffs' claim for failure to provide properly itemized wage statements is barred because  
7 Defendants did not knowingly or intentionally fail to provide accurate and properly itemized  
8 statements, and any failure by Defendants to provide such wage statements was inadvertent or due to  
9 a clerical error.

10 **TWENTY-FIRST DEFENSE**

11 (No Harm or Injury)

12 Plaintiffs' claim for failure to provide properly itemized wage statements is barred because  
13 Plaintiffs have suffered no harm or injury based on Defendants' alleged failure to provide properly  
14 itemized wage statements.

15 **TWENTY-SECOND DEFENSE**

16 (Substantial Compliance)

17 In the event it is determined that any alleged unlawful act took place, which Defendants  
18 deny, and to the extent that Defendants failed to comply in any respect with any applicable statute or  
19 implementing administrative regulation, Defendants, at all times mentioned in the Complaint,  
20 substantially complied with the substance of every reasonable objective in each statute and/or  
21 administrative regulation.

22 **TWENTY-THIRD DEFENSE**

23 (Good Faith Dispute)

24 Defendants timely paid Plaintiffs all wages due and owing upon the termination of Plaintiffs'  
25 employment. To the extent Plaintiffs are owed any additional wages, which Defendants deny,  
26 Plaintiffs cannot recover waiting time penalties on the basis of such wages because such wages are  
27 subject to a good faith dispute.

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**TWENTY-FOURTH DEFENSE**

(Failure to Exhaust Administrative Remedies)

Plaintiffs' claims for relief, including, but not limited to, their PAGA claim, are barred to the extent that they were required to exhaust administrative remedies, but failed to do so, including a failure to send a compliant notice to the Labor and Workforce Development Agency pursuant to California Labor Code § 2699.3(a)(1).

**TWENTY-FIFTH DEFENSE**

(Preemption)

Some or all of Plaintiffs' claims are barred because said claims are preempted and/or precluded by federal and/or state law, including, but not limited to, the federal enclave doctrine, U.S. Const. art. I, § 8, cl. 17.

**TWENTY-SIXTH DEFENSE**

(No Unlawful Penalties)

Plaintiffs are barred, in whole or in part, from recovery of penalties under the California Labor Code, or liquidated damages under the FLSA, because the penalties they seek would result in an award that is unjust, arbitrary, oppressive, or confiscatory based on the facts and circumstances of this case, and because Defendants at all times acted in good faith and had reasonable grounds for believing they did not violate California law.

**TWENTY-SEVENTH DEFENSE**

(California Labor Code § 2856)

Some or all of Plaintiffs' claims are barred because Plaintiffs failed to substantially comply with all directions of their employer concerning the service in which they were engaged, as required by California law.

**TWENTY-EIGHTH DEFENSE**

(California Labor Code § 2857)

Some or all of Plaintiffs' claims are barred because Plaintiffs failed to perform their service in conformity to the usage of the place of performance, as required by California law.

**TWENTY-NINTH DEFENSE**

(Unjust Enrichment)

The Complaint, and each of the purported causes of action contained therein, is barred because any recovery from Defendants would result in Plaintiffs' unjust enrichment.

**THIRTIETH DEFENSE**

(Adequate Remedy at Law)

Plaintiffs have a complete and adequate remedy at law for the injuries they have alleged and, thus, are not entitled to equitable relief.

**THIRTY-FIRST DEFENSE**

(Not Employer or Joint Employer)

Plaintiffs' causes of action are barred, in whole or in part, to the extent Defendants were not an employer, statutory employer, dual employer, or joint employer of Plaintiffs and/or did not exercise sufficient control over Plaintiffs' employment to be held liable for any purported cause of action alleged in the Complaint and/or for the entire time periods alleged in the Complaint.

**THIRTY-SECOND DEFENSE**

(Additional Defenses)

Defendants presently have insufficient knowledge and/or information on which to form a belief as to whether they may have additional, as yet unstated, defenses available. Defendants reserve the right to assert additional defenses if discovery indicates that such additional defenses would be appropriate.

**PRAYER**

WHEREFORE, Defendants pray for judgment as follows:

1. That all relief requested in the Complaint be denied;
2. That Plaintiffs take nothing by this action;
3. That Defendants be awarded the costs of suit incurred herein;
4. That Defendants be awarded their attorneys' fees according to proof; and

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5. That the Court award Defendants such other and further relief as the Court may deem proper.

DATED: January 17, 2018

HUNTON & WILLIAMS LLP

By: \_\_\_\_\_

ROLAND M. JUAREZ  
D. ANDREW QUIGLEY  
Attorneys for Defendants  
KATMAI HEALTH SERVICES, LLC,  
and KATMAI GOVERNMENT  
SERVICES, LLC

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**CERTIFICATE OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to this action. My business address is 550 South Hope Street, Suite 2000, Los Angeles, California 90071-2627.

On January 17, 2018, I served the foregoing document(s) described as **DEFENDANTS KATMAI HEALTH SERVICES, LLC'S AND KATMAI GOVERNMENT SERVICES, LLC'S ANSWER TO PLAINTIFFS' COLLECTIVE AND CLASS ACTION COMPLAINT FOR DAMAGES** on the interested parties in this action:

Alexei Kuchinsky (SBN 279405)  
William P. Klein (SBN 148867)  
KLEIN LAW GROUP LLP  
50 California Street, Suite 1500  
San Francisco, CA 9411  
Tel.: (415) 693-9107  
Fax.: (415) 693-9222  
Email: alexei@sfbizlaw.com

Trey Dayes, Arizona Bar #020805 (pro hac application pending)  
PHILLIPS DAYES LAW FIRM  
A Professional Corporation  
3101 North Central Avenue, Suite 1100  
Phoenix, Arizona 85012  
Tel.: 1-800-9174000  
Fax.: 602-288-1664  
Email: docket@phillipsdayeslaw.com

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550 South Hope Street, Suite 2000  
Los Angeles, California 90071-2627

**By FAX:** by causing a true copy thereof to be sent via facsimile to the attorney(s) of record at the telecopier number(s) so indicated above and that the transmission was reported as completed and without error.

**By MAIL:** by placing true and correct copy(ies) thereof in an envelope addressed to the attorney(s) of record, addressed as stated above.

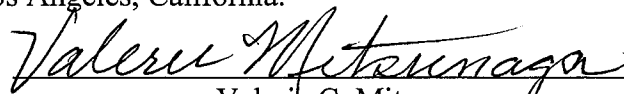
**By PERSONAL SERVICE:** I delivered the envelope by hand on the addressee, addressed as stated above.

**By OVERNIGHT MAIL:** by overnight courier, I arranged for the above-referenced document(s) to be delivered to an authorized overnight courier service for delivery to the addressee(s) above, in an envelope or package designated by the overnight courier service with delivery fees paid or provided for.

**By ELECTRONIC MAIL:** by causing a true and correct copy thereof to be transmitted electronically to the attorney(s) of record at the e-mail address(es) indicated above.

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

Executed on January 17, 2018, at Los Angeles, California.

  
Valerie C. Mitsunaga

CERTIFICATE OF SERVICE

1 HUNTON & WILLIAMS LLP  
2 ROLAND M. JUAREZ (SBN 160793)  
3 rjuarez@hunton.com  
4 D. ANDREW QUIGLEY (SBN 280986)  
5 aquigley@hunton.com  
6 550 South Hope Street, Suite 2000  
7 Los Angeles, California 90071-2627  
8 Telephone: 213 • 532 • 2000  
9 Facsimile: 213 • 532 • 2020

6 Attorneys for Defendants  
7 KATMAI HEALTH SERVICES, LLC;  
8 and KATMAI GOVERNMENT SERVICES, LLC

9 **UNITED STATES DISTRICT COURT**  
10 **SOUTHERN DISTRICT OF CALIFORNIA**

Hunton & Williams LLP  
550 South Hope Street, Suite 2000  
Los Angeles, California 90071

11  
12 RAOF ALKHAMAISI, individually, and  
13 SALAH SALEA, individually, and on  
14 behalf of themselves and all similarly  
15 situated employees,

15 Plaintiffs,

17 v.

18 KATMAI HEALTH SERVICES, LLC;  
19 KATMAI GOVERNMENT SERVICES,  
20 LLC; and DOES 1 through 25,

21 Defendants.  
22

Case No.: '18CV0115 WQH BGS

**DECLARATION OF CINDY M.  
VANDEN BERG IN SUPPORT OF  
DEFENDANTS KATMAI HEALTH  
SERVICES, LLC AND KATMAI  
GOVERNMENT SERVICES, LLC'S  
NOTICE OF REMOVAL OF ACTION  
PURSUANT TO 28 U.S.C. §§ 1331,  
1367, 1441, 1446, and 1453 (FEDERAL  
QUESTION JURISDICTION)**

**DECLARATION OF CINDY M. VANDEN BERG**

I, Cindy M. Vanden Berg, declare:

1. I am the Chief Compliance Officer / Executive Vice President of Katmai Government Services, LLC. I have personal knowledge of the facts stated herein, and if called and sworn as a witness, I would and could testify competently thereto. I submit this declaration in support of Defendants Katmai Health Services, LLC and Katmai Government Services, LLC’s Notice of Removal of Action.

2. Katmai Government Services, LLC is a limited liability company. The sole member of Katmai Government Services, LLC is Ouzinkie Native Corporation. Ouzinkie Native Corporation is a corporation incorporated in the State of Alaska. Ouzinkie Native Corporation’s headquarters are located in Alaska. Alaska is where Ouzinkie Native Corporation’s high-level officers direct, control, and coordinate Ouzinkie Native Corporation’s operations.

3. Katmai Health Services, LLC is a limited liability company. The sole member of Katmai Health Services, LLC is Katmai Government Services, LLC.

I declare under penalty of per-jury under the laws of the United States of America that the foregoing is true and correct.

Executed this 17th day of January, at Orlando, FL (2018).

By: Cindy M. Vanden Berg  
Cindy M. Vanden Berg

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8 Telephone: 213 • 532 • 2000  
9 Facsimile: 213 • 532 • 2020

10 Attorneys for Defendants  
11 KATMAI HEALTH SERVICES, LLC;  
12 and KATMAI GOVERNMENT SERVICES, LLC

13 **UNITED STATES DISTRICT COURT**  
14 **SOUTHERN DISTRICT OF CALIFORNIA**

15 RAOF ALKHAMAISI, individually, and  
16 SALAH SALEA, individually, and on  
17 behalf of themselves and all similarly  
18 situated employees,

19 Plaintiffs,

20 v.

21 KATMAI HEALTH SERVICES, LLC;  
22 KATMAI GOVERNMENT SERVICES,  
23 LLC; and DOES 1 through 25,

24 Defendants.

Case No.: '18CV0115WQHBGS  
**CERTIFICATE OF SERVICE**

San Diego County Superior Court Case  
No. 37-2017-00048476-CU-OE-CTL

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**CERTIFICATE OF SERVICE**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to this action. My business address is 550 South Hope Street, Suite 2000, Los Angeles, California 90071.

On **January 18, 2018**, I served the foregoing documents described as:

- 1. CIVIL COVER SHEET;**
- 2. DEFENDANTS KATMAI HEALTH SERVICES, LLC AND KATMAI GOVERNMENT SERVICES, LLC’S NOTICE OF REMOVAL OF ACTION PURSUANT TO 28 U.S.C. §§ 1331, 1367, 1441, 1446, AND 1453 (FEDERAL QUESTION JURISDICTION);**
- 3. DECLARATION OF CINDY M. VANDEN BERG IN SUPPORT OF DEFENDANTS KATMAI HEALTH SERVICES, LLC AND KATMAI GOVERNMENT SERVICES, LLC’S NOTICE OF REMOVAL OF ACTION PURSUANT TO 28 U.S.C. §§ 1331, 1367, 1441, 1446, AND 1453 (FEDERAL QUESTION JURISDICTION);**
- 4. DEFENDANTS KATMAI HEALTH SERVICES, LLC AND KATMAI GOVERNMENT SERVICES, LLC’S NOTICE OF PARTY WITH FINANCIAL INTEREST; AND**
- 5. CERTIFICATE OF SERVICE**

on the interested parties in this action as follows:

Alexei Kuchinsky	Trey Dayes
William P. Klein	PHILLIPS DAYES LAW FIRM
KLEIN LAW GROUP LLP	A Professional Corporation
50 California Street, Suite 1500	3101 North Central Avenue, Suite 1100
San Francisco, CA 9411	Phoenix, Arizona 85012
Email: alexei@sfbizlaw.com	Email: docket@phillipsdayeslaw.com

- By FAX:** by causing a true copy thereof to be sent via facsimile to the attorney(s) of record at the telecopier number(s) so indicated above and that the transmission was reported as completed and without error.
- By MAIL:** by placing true and correct copy(ies) thereof in an envelope addressed to the attorney(s) of record, addressed as stated above.

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- By ELECTRONIC MAIL:** by causing a true and correct copy thereof to be transmitted electronically to the attorney(s) of record at the e-mail address(es) indicated above.

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

Executed on **January 18, 2018**, at Los Angeles, California.

/s/ Valerie Mitsunaga  
Valerie Mitsunaga

Hunton & Williams LLP  
550 South Hope Street, Suite 2000  
Los Angeles, California 90071-2627

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Against Military Contractor Aims to Recover Allegedly Unpaid OT Wages](#)

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