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County of Los Angeles
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Los Angeles, CA 90012

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CASE # 20STCV14390
FLOR A. CUEVAS RIVERA vs

Unlimited Civil- Compt/UD/Pet filed >25k - GC70611,70602.5,70602.6 For Plaintiff	435.00
Complex Case Fee - Plaintiff: (one fee for all Plaintiffs)GC 70616(a)	1,000.00
Case Total:	<u>1,435.00</u>

Check #: 8981	1,435.00
818760	<u>1,435.00</u>
Total Paid:	
Change	0.00

Balance : 0.00

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

ENBIOXPRESS CALIFORNIA, LLC., a limited liability company; and
DOES 1-20, inclusive

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

FLOR A. CUEVAS RIVERA, individually and on behalf of all others
similarly situated,

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

**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

APR 13 2020

Sherri R. Carter, Executive Officer/Clerk of Court

By Steven Drew, Deputy

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

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

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

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

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen 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), 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), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court of California

Stanley Mosk Courthouse - Central District

111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del caso):

20STCV14390

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Vache Thomassian, Esq., 230 North Maryland Avenue, Suite 306, Glendale, CA 91206-P. 818-507-8525

DATE:
(Fecha) **APR 13 2020**

Sherri R. Carter, Clerk

Clerk, by
(Secretario)

STEVEN DREW

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)	☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation)	☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership)	☐ CCP 416.90 (authorized person)
☐ other (specify):	
4. ☐ by personal delivery on (date):

CONFIDENTIAL
U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

DATE: 8/1/79

TO: DIRECTOR, FBI (100-441100)

FROM: SAC, NEW YORK (100-157100) (P)
SUBJECT: [REDACTED]

00014300

STEVEN DREW

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Attorneys for Plaintiff Flor A. Cuevas Rivera on
behalf of himself and all others similarly situated

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

APR 13 2020

Sherri R. Carter, Executive Officer/Clerk of Court

By [Signature], Deputy
Clerk of Court

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

FLOR A. CUEVAS RIVERA, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

ENBIOXPRESS CALIFORNIA, LLC., a
limited liability company; and DOES 1-
20, inclusive,

Defendants.

Case No.: **20STCV14390**

CLASS ACTION COMPLAINT FOR DAMAGES
AND ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT:

1. Failure to Pay Minimum Wage;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Provide Rest Periods ;
5. Failure to Furnish Accurate Wage Statements
6. Waiting Time Penalties;
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties;
8. Unfair Business Practices (Business and Professionals Code §§ 17200, *et seq.*); and
9. Civil Penalties Under the Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*).

JURY TRIAL REQUESTED

1 Plaintiff Flor A. Cuevas Rivera brings this action on behalf of himself, on behalf of all other
2 similarly-situated members of the public, and on behalf of aggrieved employees pursuant to the
3 California Private Attorneys General Act, and alleges the following:

4 **I. INTRODUCTION**

5 1. Plaintiff Flor A Cuevas Rivera ("Plaintiff") brings this class action and representative
6 action to remedy wage-and-hour violations by defendants Enbioxpress California, LLC and Does 1
7 through 20 (collectively, the "Defendants"). For at least four years prior to the filing of this
8 Complaint and through the present, Defendants have engaged in a uniform policy and systematic
9 scheme of wage abuse against Plaintiff and other non-exempt employees of Defendants in violation
10 of applicable California laws, including, without limitation, failing to provide meal and rest breaks,
11 failing to pay minimum and overtime wages, and failing to pay all earned wages upon separation of
12 employment.

13 **II. THE PARTIES**

14 2. Defendant Enbioxpress California, LLC provides check cashing services and has
15 various locations throughout the United States, including California. At all times mentioned herein,
16 Enbioxpress California, LLC was licensed to do business in the State of California and conducted
17 and continues to conduct substantial business in the State of California. And at all times mentioned
18 herein, Enbioxpress California, LLC was and is an employer covered by the California Labor
19 Code and the applicable California Industrial Welfare Commission ("IWC") Wage Order.

20 3. Plaintiff is unaware and ignorant of the true names and capacities of defendants sued
21 herein as **Does 1 through 20**, inclusive, and for that reason sues said defendants by such fictitious
22 names (the "Doe Defendants").

23 4. At all times herein relevant, Defendant Enbioxpress California, LLC and the Doe
24 Defendants, and each of them, were the agents, partners, joint-venturers, joint employers, alter-
25 egos, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each
26 of the other, and at times relevant hereto were acting with the course and cope of their authority
27 as such agents, partners, joint-venturers, joint employers, alter-egos, representatives, servants,

1 employees, successors-in-interest, co-conspirators and assigns, and all acts or omissions alleged
2 herein were duly committed with the ratification, knowledge, permission, encouragement,
3 authorization, and consent of each defendant designated herein. Plaintiff is informed and
4 believes, and based thereon alleges that the acts of each Defendant are legally attributable to the
5 other Defendants.

6 5. Plaintiff is informed and believes, and based thereon alleges that each of the Doe
7 Defendants is legally responsible for the events and happenings referred to in this Complaint, and
8 unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in
9 this Complaint. Plaintiff will file and serve an amendment to this Complaint alleging the true
10 names and capacities of the Doe Defendants when such true names, capacities, and involvement is
11 ascertained.

12 6. Plaintiff Flor A. Cuevas Rivera was employed by Defendants as a cashier from
13 November 10, 2007 to October 23, 2019 in Los Angeles, California. At all times, Defendants
14 employed Ms. Cuevas Rivera as an hourly, non-exempt employee Plaintiff is an individual residing
15 in the County of Los Angeles, California.

16 7. Plaintiff brings this class action on behalf of himself and a Class, defined as: All
17 current and former persons employed by Enbioexpress California, LLC in California as non-
18 exempt employees at any time during the period beginning four years prior to the filing of this
19 Complaint and ending on the date as determined by the Court (the "Class Period").

20 8. At all times relevant to this Complaint, Defendants exercised control over the wages,
21 hours, and working conditions of Plaintiff and other Class members; suffered and permitted
22 Plaintiff and other Class members to work; and otherwise engaged Plaintiff and other Class
23 members to work, so as to create an employer-employee relationship between Defendants and
24 Plaintiff and other Class members. At all relevant times, Defendants were "employers" of Plaintiff
25 within the meaning of all applicable California state laws.

26 **III. JURISDICTION AND VENUE**

27 9. This class action is brought pursuant to California Code of Civil Procedure § 382.

1 The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of
2 the Superior Court and will be established according to proof at trial.

3 10. This Court has jurisdiction over this action under the California Constitution, Article
4 VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those
5 given by statute to other courts. The statutes under which this action is brought do not specifically
6 grant jurisdiction to any other court, and the issues are based solely on California statutes and law,
7 including the California Labor Code, California Industrial Welfare Commission ("IWC") Wage
8 Orders, California Code of Civil Procedure, California Civil Code, the California Private Attorneys
9 General Act ("PAGA"), and the California Business and Professions Code.

10 11. The California Superior Court has jurisdiction over Defendants, because they are
11 citizens of California, have sufficient minimum contacts in California, and otherwise intentionally
12 avail themselves to the California market, including establishing their principal place of business
13 and transacting business in California.

14 12. Venue is proper in this Court, because the Defendants transact business in the
15 County of Los Angeles, including operating natural gas stations in the county, and during relevant
16 time periods, Plaintiff was employed by Defendants in the County of Los Angeles.

17 **IV. FACTUAL BACKGROUND**

18 13. At all relevant times set forth in this Complaint, Defendants employed Plaintiff and
19 other Class members as hourly, non-exempt employees.

20 14. Plaintiff and each member of the Class were covered under one or more IWC
21 Wage Orders California Labor Code provisions relating to wage-and-hour laws, and other
22 applicable wage orders, regulations, and statutes, which imposed an obligation on the part of
23 Defendants, among other things, to provide uninterrupted meal and rest periods, to pay overtime
24 wages, to pay wages for all hours worked, to pay all wages due at separation of employment, and to
25 provide accurate wage statements.

26 15. Plaintiff is informed and believes, and based thereon alleges that Defendants
27 engaged in a uniform policy and systematic scheme of wage abuse against its non-exempt
28

1 employees, including, without limitation, depriving their employees of uninterrupted thirty-minute
2 meal periods for work periods of at least five hours; depriving their employees of ten-minute rest
3 periods for work periods of four hours or major fractions; failing to compensate employees for all
4 hours worked, including overtime wages; failing to provide timely, accurate itemized wage
5 statements; and failing to pay, within the time constraints imposed by applicable laws, all earned
6 compensation at separation of employment.

7 16. Plaintiff is informed and believes, and based thereon alleges that Defendants failed
8 to provide Plaintiff and the other Class members the required meal periods or payment of one
9 additional hour of pay at Plaintiff's and the other Class members' regular rate of pay when a meal
10 break was missed during the Class Period. This was a result of Defendants' uniform policy and
11 practice of altering Plaintiff's and other Class members' time records by recording fictitious 30-
12 minute meal breaks in Defendants' timekeeping system so as to create the appearance that
13 Defendants provided Plaintiff and other Class members a 30-minute meal break when in fact
14 Plaintiff and other Class members were not at all times provided a 30-minute meal break. As a
15 result of Defendants' demanding deadlines, Plaintiff and other Class members were required to
16 perform work as ordered by Defendants for more than five hours during a shift without receiving a
17 meal break. Defendants had no policy, procedure, or practice for Plaintiff and other Class
18 members to report missed meal periods or recover lost wages, and Defendants had no policy,
19 procedure, or practice to provide one hour of additional wages for each workday that the meal
20 break was not provided.

21 17. Plaintiff is informed and believes, and based thereon alleges that Defendants failed
22 to provide Plaintiff and the other Class members rest periods of at least ten minutes per four hours
23 worked, or major fraction thereof, and failed to pay Plaintiff and other Class members one hour of
24 additional wages at Plaintiff's and other Class members' regular rate of pay when a rest break was
25 not provided during the Class Period. Defendants had no policy, procedure, or practice for
26 Plaintiff and other Class members to report missed rest breaks or recover lost wages, and
27 Defendants had no policy, procedure, or practice to provide one hour of additional wages for each
28

1 workday that the rest break was not provided.

2 18. Plaintiff is informed and believes, and based thereon alleges that Defendants failed
3 to provide Plaintiff and the other Class members wages, including overtime wages, for all hours
4 worked, meaning the time during which Plaintiff and other Class members were subject to the
5 control of Defendants, including all the time they were suffered or permitted to work. This was a
6 result of Defendants' uniform policy and practice of requiring Plaintiff and other Class members to
7 work off-the-clock without paying them for all the time they were under Defendants' control
8 performing pre-shift and post-shift duties and during purported meal breaks. Plaintiff and other
9 Class members were entitled to receive compensation for all hours worked, and that they did not
10 receive compensation for all hours worked. Plaintiff and the other Class members worked over
11 eight hours in a day, and/or forty hours in a week during their employment with Defendants and
12 Defendants failed to pay overtime wages to Plaintiff and the other Class members for all hours
13 worked more than eight hours in a day and/or forty hours per week.

14 19. Plaintiff is informed and believes, and based thereon alleges that Defendants
15 provided compensation to Plaintiff and other Class members in the form of a non-discretionary
16 yearly bonus and compensation time in lieu of overtime wages. Plaintiff worked overtime hours,
17 but Defendants never included the yearly bonus compensation and compensation time in
18 Plaintiff's regular rate of pay for the purposes of calculating what should have been his accurate
19 overtime rate and thereby underpaid Plaintiff for overtime hours worked.

20 20. Plaintiff is informed and believes, and based thereon alleges that Defendants have
21 unlawfully failed to provide timely, accurate, itemized wage statements to Plaintiff and the other
22 Class members.

23 21. Plaintiff is informed and believes, and based thereon alleges that Defendants have
24 failed to pay all compensation due and owing to Plaintiff and the other Class members upon
25 separation.

26 **V. CLASS ALLEGATIONS**

27 22. **Class Definition.** The named individual Plaintiff brings this action on his own behalf
28

1 and on behalf of all similarly-situated persons as a class action under California Code of Civil
2 Procedure § 382. Plaintiff proposes the following class ("Class"):

3 All current and former persons employed by Enbioexpress
4 California, LLC in California as non-exempt employees at any time
5 during the period beginning four years prior to the filing of this
6 Complaint and ending on the date as determined by the Court (the
7 "Class Period").

8 23. Plaintiff reserves the right to amend or modify the class description with greater
9 particularity or further division into subclasses.

10 24. **Ascertainable Class.** The proposed Class is ascertainable, because the members can
11 be identified and located using information contained in Defendants' payroll and personnel
12 records.

13 25. **Numerosity.** The members of the Class are so numerous that joinder of all
14 members would be impractical and unfeasible. While the precise number of Class members is
15 currently unknown to Plaintiff, Plaintiff is informed and believes that the Class is estimated to be
16 greater than 20 individuals.

17 26. **Typicality.** Plaintiff's claims are typical of the Class. Plaintiff and members of the
18 Class sustained injuries and damages arising out of, and caused by, Defendants common course of
19 unlawful conduct.

20 27. **Adequacy of Representation.** The named Plaintiff is fully prepared to take all
21 necessary steps to represent fairly and adequately the interests of the Class, and has retained
22 counsel who are experienced in class action and wage-and-hour litigation of this nature. Plaintiff
23 has the same interests in the litigation of this case as members of the Class, and is not subject to
24 any individual defenses different from those conceivably applicable to the Class as a whole.

25 28. **Superiority.** A class action is superior to other available means for the fair and
26 efficient adjudication of this controversy. Individual joinder of all employees is not practicable.

27 29. **Common Question of Law and Fact.** There are questions of law and fact common
28 to the Class that predominate over any questions affecting only individual members of the Class.

1 These common questions of law and fact, include, without limitation:

- 2 a. Whether Defendants' policies and practices provide meal and rest periods in
- 3 compliance with applicable laws;
- 4 b. Whether Defendants deprived Plaintiff and the other Class members of meal
- 5 or rest periods;
- 6 c. Whether Defendants failed to provide Plaintiff and the other Class members
- 7 adequate off-duty meal periods and missed meal period compensation;
- 8 d. Whether Defendants have engaged in a pattern and/or practice of failing to
- 9 properly compensate the Plaintiff and the other Class members for all hours
- 10 worked, including overtime wages;
- 11 e. Whether Defendants have engaged in a pattern and/or practice of encouraging
- 12 Plaintiff and other Class members not to report all time worked;
- 13 f. Whether Defendants failed to pay Plaintiff and other Class members for the
- 14 work that Defendants required them to perform;
- 15 g. Whether Defendants have engaged in a pattern and/or practice of threatening
- 16 Plaintiff and other Class members with discharge, demotion, or discrimination
- 17 or otherwise intimidating them if they do not work off-the-clock;
- 18 h. Whether Defendants failed to pay Plaintiff and the other Class members
- 19 overtime compensation when Plaintiff and the other Class members worked in
- 20 excess of eight hours in a day or forty in a workweek;
- 21 i. Whether Defendants included all required compensation in calculating the
- 22 overtime rate of Plaintiff and the other Class members;
- 23 j. Whether Defendants failed to provide Plaintiff and the other Class members
- 24 with accurate itemized wage statements;
- 25 k. Whether Defendants failed to pay Plaintiff and the other Class members all
- 26 earned wages upon their separation of employment;
- 27 l. Whether Defendants failed to reimburse for business expenditures and losses;
- 28 m. Whether Defendants acted with malice, oppression, or fraud;

- 1 n. Whether Defendants violated California Labor Code §§ 201-203, 226.7, 227.3,
2 510, 512, 551, 552, 1194 *et seq.*, 1197, 1198 and 2802;
3 o. Whether Defendants violated Industrial Welfare Commission Orders;
4 p. Whether Defendants engaged in unfair business practices in violation of
5 California Business & Professions Code §§ 17200, *et seq.*; and
6 q. The nature and extent of the injury suffered by Plaintiff and the other Class
7 members and the measure of damages for the injury.

8 30. The nature of this action and the format of laws available to Plaintiff and members
9 of the Class make the class action format a particularly efficient and an appropriate procedure to
10 redress the wrongs alleged herein. If each member of the Class were required to file an individual
11 lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since they
12 would be able to exploit and overwhelm the limited resources of each individual plaintiff with their
13 vastly superior financial and legal resources. Requiring each Class member to pursue an individual
14 remedy would also discourage the assertion of lawful claims by employees who would be
15 disinclined to file an action against their former or current employer for real and justifiable fear of
16 retaliation and permanent damage to their careers at subsequent employment.

17 31. Plaintiff is unaware of any difficulties in managing this case that should preclude class
18 action.

19 **VI. PAGA REPRESENTATIVE ACTION ALLEGATIONS**

20 32. At all relevant times, PAGA was applicable to Plaintiff and his employment with
21 Defendants. PAGA provides for a civil penalty to be assessed and collected by the Labor and
22 Workforce Development Agency ("LWDA") for violations of the California Labor Code. As an
23 alternative, these civil penalties may be recovered through a civil action brought by an aggrieved
24 employee on behalf of himself and other current or former employees.

25 33. Plaintiff and other employees of Defendants are "aggrieved employees" as defined
26 by PAGA, because they are all current or former employees of Defendants, and one or more of
27 the alleged violations were committed against them.

1 34. On January 6, 2020, Plaintiff gave written notice of Defendants' violations of various
2 provisions of the California Labor Code and the applicable IWC Wage Order to (a) the LWDA
3 by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

4 35. The LWDA did not provide notice of its intention to investigate Defendants'
5 violations within 65 calendar days of the January 6, 2020 notice.

6 36. In doing so, Plaintiff has satisfied the administrative prerequisites under PAGA to
7 recover civil penalties against Defendants, in addition to the other remedies, for violations of
8 California Labor Code §§ 201-203, 226.7, 227.3, 510, 512, 551, 552, 1194 *et seq.*, 1197, 1198,
9 and 2802.

10 **VII. CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**

12 **Failure to Pay Minimum Wage**

13 (Violation of Labor Code §§ 558, 1194 *et seq.*, 1197, 1197.1, 1198, IWC Wage Order)

14 (By Plaintiff and the Class Against Each Defendant)

15 37. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
16 though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause
17 of action on behalf of himself and all Class members.

18 38. California Labor Code § 204, the IWC Wage Orders, and other applicable laws and
19 regulations, provide that an employer must timely pay its employees for all hours worked.

20 39. California Labor Code § 1197 further provides, "The minimum wage for employees
21 fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to
22 employees, and the payment of a lower wage than the minimum so fixed is unlawful."

23 40. California Labor Code § 1194 establishes an employee's right to recover unpaid
24 wages, including interest, and the cost of suit. California Labor Code § 1198 further provides that
25 the employment of an employee for longer than those fixed by the IWC Wage Orders is unlawful.

26 41. Defendants maintained and enforced policies and practices of refusing to pay
27 Plaintiff and Class members for all hours worked. Defendants required Plaintiff and Class
28 members to work without compensating them for all hours worked as required by the California

1 Labor Code and the applicable IWC Wage Order.

2 42. Defendants thus required Plaintiff and Class members to work under conditions
3 prohibited by order of the IWC, in violation of those orders.

4 43. Defendants deprived Plaintiff and Class members of their rightfully earned
5 minimum wage compensation, as a direct and proximate result of Defendants' failure to pay said
6 compensation. Under California Labor Code § 1194, Plaintiff and Class members are entitled to
7 recover such amounts, plus interest thereon, reasonable attorneys' fees, and costs. In addition,
8 under California Labor Code § 1194.2, Plaintiff and Class members are entitled to recover
9 liquidated damages in an amount equal to the minimum wages unlawfully unpaid, and interest
10 thereon. Plaintiff and Class members are further entitled to attorneys' fees pursuant to California
11 Code of Civil Procedure § 1021.5, and pursuant to Labor Code §2699(g)(1).

12 **SECOND CAUSE OF ACTION**

13 **Failure to Pay Overtime Wages**

14 (Violation of Labor Code §§ 510, 558, 1194 et seq., 1197.1, 1198, IWC Wage Order)
15 (By Plaintiff and the Class Against Each Defendant)

16 44. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
17 though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause
18 of action on behalf of himself and all Class members.

19 45. California Labor Code § 204, the IWC Wage Orders, and other applicable laws and
20 regulations, provide that an employer must timely pay its employees for all hours worked.

21 46. California Labor Code § 510 further provides that employees in California shall be
22 employed more than eight hours per workday unless they receive additional compensation beyond
23 their regular wages in amounts specified by law.

24 47. California Labor Code § 1194 establishes an employee's right to recover unpaid
25 wages, including overtime compensation and interest, and the cost of suit. California Labor Code
26 § 1198 further provides that the employment of an employee for longer than those fixed by the
27 IWC Wage Orders is unlawful.

28 48. Defendants maintained and enforced policies and practices of refusing to pay

1 Plaintiff and Class members for all hours worked. Defendants employed Plaintiff and Class
2 members for more than eight hours per day and more than 40 hours per workweek during the
3 operative timeframe, but Defendants failed to pay Plaintiff and Class members the correct
4 applicable overtime rate for the number of overtime hours they worked as required by the
5 California Labor Code and the applicable IWC Wage Order.

6 49. Defendants thus required Plaintiff and Class members to work under conditions
7 prohibited by order of the IWC, in violation of those orders.

8 50. Defendants deprived Plaintiff and Class members of their rightfully earned
9 minimum wage compensation, including overtime compensation, as a direct and proximate result
10 of Defendants' failure to pay said compensation. Under California Labor Code § 1194, Plaintiff
11 and Class members are entitled to recover such amounts, plus interest thereon, reasonable
12 attorneys' fees, and costs.

13 51. Defendants owe Plaintiff and Class members overtime wages, have failed and
14 refused, and continues to fail and refuse, to pay the overtime wages owed. Additionally,
15 Defendants did not include all the required compensation in calculating the overtime rate of
16 Plaintiff and the other Class members.

17 52. Defendants' failure to pay Plaintiff and Class members such premium overtime
18 compensation and their miscalculation of the regular rate of pay violates the provisions of
19 California Labor Code § 510 and § 1198, and the applicable IWC Wage Order and is therefore
20 unlawful. Pursuant to California Labor Code § 1194, Plaintiff and Class members are entitled to
21 recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees. In addition,
22 under California Labor Code § 1194.2, Plaintiff and Class members are entitled to recover
23 liquidated damages in an amount equal to the minimum wages unlawfully unpaid, and interest
24 thereon. Plaintiff and Class members are further entitled to attorneys' fees pursuant to California
25 Code of Civil Procedure § 1021.5, and pursuant to Labor Code § 2699(g)(1).

1 though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause
2 of action on behalf of himself and all Class members.

3 59. Pursuant to the applicable IWC Wage Order, "[e]very employer shall authorize and
4 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
5 each work period. . . . [The] authorized rest period time shall be based on the total hours worked
6 daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major fraction
7 thereof. . . . Authorized rest period time shall be counted as hours worked, for which there shall
8 be no deduction from wages." California Labor Code § 226.7(a) prohibits an employer from
9 requiring any employee to work during any rest period mandated by an applicable order of the
10 IWC. Under these laws, Defendants were required to authorize and permit Plaintiff and Class
11 members to take rest periods, based upon the total hours worked at a rate of ten minutes' net rest
12 per four hours, or major fraction thereof, with no deduction from wages.

13 60. Despite these requirements of the applicable IWC Wage Order, Defendants have
14 had a policy and practice of failing to authorize and provide Plaintiff and other Class members with
15 ten-minute rest periods for every four hours worked, or major fraction thereof.

16 61. Pursuant to Labor Code § 226.7, Plaintiff and Class members are entitled to recover
17 one hour of premium pay for each day in which a rest period was not provided. Plaintiff and Class
18 members are further entitled to attorneys' fees pursuant to California Code of Civil Procedure §
19 1021.5, and pursuant to California Labor Code § 2699(g)(1), Plaintiff and Class members are
20 entitled to an award of reasonable attorneys' fees and costs relating to their claims for civil
21 penalties.

22 **FIFTH CAUSE OF ACTION**

23 **Failure to Furnish Accurate Wage Statements**

24 (Violation of California Labor Code §§ 226 & 226.3, IWC Wage Order)

(By Plaintiff and the Class Against Each Defendant)

25 62. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
26 though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause
27 of action on behalf of himself and all Class members.

63. California Labor Code § 226(a) and IWC Wage Order 5, § 7(B) require employers semimonthly or at the time of each payment of wages to furnish each employee with a statement itemizing, among other things, all applicable hourly rates. Labor Code § 226(b) provides that if an employer knowingly and intentionally fails to provide a statement itemizing, among other things, all applicable hourly rates, then the employee is entitled to recover the greater of all actual damages or fifty dollars for the initial violation and one hundred dollars for each subsequent violation, up to four thousand dollars.

64. Defendants knowingly and intentionally failed to furnish Plaintiff and other Class members with timely, itemized statements as required by California Labor Code § 226(a) and IWC Wage Order 5, § 7(B). As a result, Defendants are liable to Plaintiffs and to the Class for the amounts provided by Labor Code § 226(b) and for penalties, and attorneys' fees.

SIXTH CAUSE OF ACTION

Failure to Pay Wages When Due and Waiting Time Penalties

(Violation of Labor Code §§ 200-203, IWC Wage Order)

(By Plaintiff and the Class Against Each Defendant)

65. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause of action on behalf of himself and all Class members.

66. Sections 201 and 202 of the California Labor Code requires that Defendants pay employees all wages due immediately if Defendants discharge an employee, and within 72 hours if an employee quits his or her employment. Section 203 of the California Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a sanction and amount owed, continue to pay that employee's wages until the back wages are paid in full or an action is commenced. The sanction and amount owed cannot exceed 30 days of wages.

67. Plaintiff is informed and believes that Plaintiff and Class members have resigned or were terminated from their employment with Defendants and have not received all forms of wages earned, including, but not limited to, compensation for non-provided meal and rest periods, business expenses, and accrued but unused vacation days. In addition, Plaintiff and members of

1 the Class have been discharged, laid off, resigned, retired or otherwise voluntarily left employment,
2 but Defendants have not unconditionally paid earned wages upon separation of employment
3 within the time frame mandated by California Labor Code §§ 201 and 202. Defendants' conduct
4 in this regard has been willful

5 68. Defendants willfully refused and continue to refuse to pay Plaintiff and other Class
6 members all wages earned in a timely manner as required by California Labor Code § 203.

7 69. As a consequence of Defendants' willful conduct in not paying all earned wages,
8 Plaintiff and Class members are entitled to 30 days of wages under California Labor Code § 203
9 for failure to pay legal wages.

10 **SEVENTH CAUSE OF ACTION**

11 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**
(Cal. Labor Code §§ 2802; IWC Wage Order)
12 (By Plaintiff and the Class Against Each Defendant)

13 70. Plaintiff incorporates by reference and re-alleges the paragraphs set forth above as
14 though set forth fully herein. Plaintiff alleges as follows as representative cause of action on behalf
15 of himself and all Class members.

16 71. California Labor Code § 2802(a) requires an employer to indemnify an employee
17 for all necessary expenditures or losses incurred by the employee in direct consequence of the
18 discharge of his or her duties, or of his or her obedience to the directions of the employer. The
19 applicable IWC Wage Order requires that "when tools or equipment are required by the
20 employer or are necessary to the performance of a job, such tools and equipment shall be
21 provided and maintained by the employer."

22 77. During the Class Period, Defendants knowingly and willfully failed, and continue to
23 fail, to indemnify Plaintiff and Class members for all business expenses and/or losses incurred in
24 direct consequence of the discharge of their duties while working under the direction of
25 Defendants, including but not limited to; the use of personal mobile phone for the purpose of
26 communicating with management and purchasing marketing materials, cleaning supplies, and
27 company uniforms, in violation of California Labor Code § 2802.

1 78. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and
2 Class members have been damaged in an amount according to proof at trial, and seek
3 reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor
4 Code § 2802(b). Additionally, Plaintiff and Class members are entitled to all available statutory
5 penalties and award of costs, expenses, and reasonable attorneys' fees, including those provided in
6 California Labor Code § 2802(c), as well as other available remedies.

7 **EIGHTH CAUSE OF ACTION**

8 **Unfair Competition**

9 (Violation of California Business and Professions Code § 17200, *et seq.*)

10 (By Plaintiff and the Class Against Each Defendant)

11 72. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
12 though set forth fully herein. Plaintiff alleges as follows in his capacity as a representative of all
13 similarly situated members of the Class.

14 73. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
15 predicated on the violation of any state or federal law. Defendants' policies, activities, and actions
16 as alleged herein, are violations of California law and constitute unlawful business acts and
17 practices in violation of California Business and Professions Code §§ 17200, *et seq.* Defendants
18 have engaged and continue to engage in unfair and unlawful business practices in California by
19 practicing, employing, and utilizing the employment practices outlined above, including failing to
20 pay reporting time pay, and failing to provide meal and rest breaks in violation of the applicable
21 IWC Wage Order and California Labor Code.

22 74. Plaintiff and Class members have also been personally aggrieved by Defendants'
23 unlawful and unfair business acts and practices alleged herein by the loss of money and/or
24 property.

25 75. Defendants' conduct, as alleged in this Complaint, has been, and continues to be,
26 unfair, unlawful, and harmful to Plaintiff and Class members, Defendants' competitors, and the
27 public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning
28 of the California Code of Civil Procedure § 1021.5.

 76. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff

1 and Class members are entitled to restitution of the wages withheld and retained by Defendants
2 during the Class Period; an award of attorneys' fees pursuant to California Labor Code § 1194;
3 and California Code of Civil Procedure § 1021.5; interest; and an award of costs.

4 **NINTH CAUSE OF ACTION**

5 **Private Attorney General Act**

(California Labor Code §§ 2698, *et seq.* [PAGA])

6 (By Plaintiff and Similarly Aggrieved Employees Against Defendants)

7 77. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
8 though set forth fully herein. Plaintiff alleges as follows as representative cause of action on behalf
9 of himself and all Class members.

10 78. PAGA authorizes an aggrieved employee, on behalf of himself or other current or
11 former employees, to bring a civil action to recover civil penalties against his or her employer
12 pursuant to the procedures specified in California Labor Code § 2699.3. Plaintiff is an aggrieved
13 employee within the meaning of PAGA, and pursuant to PAGA, Plaintiff is entitled to recover civil
14 penalties on behalf of himself and other similarly aggrieved persons who are, or were employed, by
15 Defendants and against whom one or more of the alleged violations were committed. If the
16 employee prevails as private attorney general, the employer may be subject to civil penalties, of
17 which the aggrieved employee is entitled to 25 percent.

18 79. Plaintiff has complied with the procedures for bringing suit under PAGA.
19 Specifically, on January 6, 2020 Plaintiff gave written notice of Defendants' violations – including
20 the facts and theories to support the violations – of various provisions of the California Labor
21 Code and the applicable IWC Wage Order to (a) the LWDA by filing with the LWDA through
22 the LWDA website and (b) to Defendants by certified mail.

23 80. Pursuant to California Labor Code § 2699.3, the LWDA must give written notice
24 by certified mail to the parties that it intends to investigate the alleged violations of the California
25 Labor Code within 60 days of the date of the complainant's written notice and More than 65
26 days have passed since the notice and the LWDA did not provide the parties notice that it
27 intended to investigate his claims.

1 81. During the applicable time period preceding the filing of Plaintiff's notice to the
2 LWDA, Defendants violated California Labor Code §§ 201-203, 226, 226.7, 512(a), 1194, and
3 1198, and the applicable IWC Wage Order provisions, as alleged in more detail above.

4 82. Pursuant to California Labor Code §§ 2699(a) and (f), and 2699.5, and 2699(g)(1),
5 Plaintiff and similarly aggrieved employees are entitled to an award of reasonable attorneys' fees
6 and costs. To that end, Plaintiff seeks all relief entitled under PAGA for any penalties assessed
7 against Defendants as a result of Defendants' California Labor Code violations, plus attorneys' fees
8 and costs.

9 **VIII. PRAYER FOR RELIEF**

10 Wherefore, Plaintiff, individually and on behalf of all other members of the Class, and on
11 behalf of aggrieved employees pursuant to PAGA, pray for an award and judgment against
12 Defendants jointly and severally, as follows:

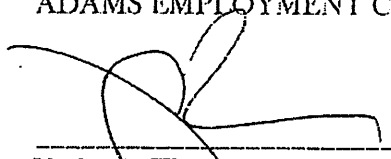
- 13 1. For compensatory damages;
- 14 2. For general damages, including, without limitation, for physical harm and/or mental
15 and severe emotional distress according to proof on applicable causes of action;
- 16 3. For punitive damages on applicable causes of action;
- 17 4. For applicable penalties;
- 18 5. For injunctive relief on applicable causes of action;
- 19 6. For an award of interest, including prejudgment interest, at the legal rate;
- 20 7. For an award of attorneys' fees on the applicable causes of action;
- 21 8. For costs of suit incurred; and
- 22 9. For such other and further relief as the Court deems appropriate.

23 **DEMAND FOR JURY TRIAL**

24 Plaintiffs hereby demand a jury trial in this matter on all matters triable to a jury.
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KJT LAW GROUP LLP
ADAMS EMPLOYMENT COUNSEL



Dated: April 6, 2020

By:

Vache A. Thomassian
Caspar Jivalagian
Christopher A. Adams
Attorneys for Plaintiff
Flor A Cuevas Rivera

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Vache A. Thomassian, Esq. SBN 289053 KJT Law Group, LLP 230 North Maryland Avenue, Suite 306 Glendale, CA 91206 TELEPHONE NO.: 818-507-8525 FAX NO.: 818-507-8588 ATTORNEY FOR (Name): FLOR A. CUEVAS RIVERA		FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles APR 13 2020 Sherri R. Carter, Executive Officer/Clerk of Court By <u><i>[Signature]</i></u> , Deputy Steven Drew
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		CASE NUMBER: 2019TCV14390 JUDGE: DEPT:
CASE NAME: FLOR A. CUEVAS RIVERA v. ENBIOXPRESS CALIFORNIA, LLC		
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)	Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

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

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

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 9
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:

Vache A. Thomassian

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

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by NSA on 08-10-2013

APR 13 2020

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by NSA on 08-10-2013

SECRET

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint RICO (27)

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

Miscellaneous Civil Petition

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

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	☐ A6070 Asbestos Property Damage ☐ A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	☐ A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	☐ A7210 Medical Malpractice - Physicians & Surgeons ☐ A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
		☐ A7270 Intentional Infliction of Emotional Distress	1, 4, 11
		☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

0954 IVOT20S

SHORT TITLE:

FLOR A. CUEVAS RIVERA v. ENBIOXPRESS CALIFORNIA, LL

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	☐ A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	☐ A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	☒ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case ☐ A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26)	☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer- Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE:

FLOR A. CUEVAS RIVERA v. ENBIOXPRESS CALIFORNIA, LL

CASE NUMBER

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

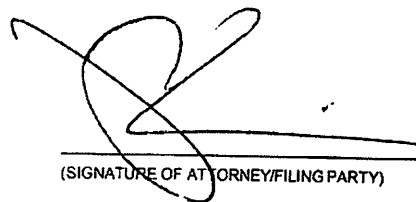
SHORT TITLE: FLOR A. CUEVAS RIVERA v. ENBIOXPRESS CALIFORNIA, LL	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: ☒ 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11.			ADDRESS:
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: 4/6/2020


 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 04/13/2020 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>S. Drew</u> Deputy
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 20STCV14390

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Ann I. Jones	11					

Given to the Plaintiff/Cross-Complainant/Attorney of Record

Sherri R. Carter, Executive Officer / Clerk of Court

on 04/14/2020

(Date)

By S. Drew, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles

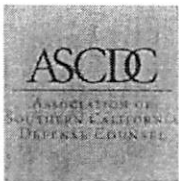


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – EARLY ORGANIZATIONAL MEETING			

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR PLAINTIFF)
Date: _____	
_____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR DEFENDANT)
Date: _____	
_____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR DEFENDANT)
Date: _____	
_____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR DEFENDANT)
Date: _____	
_____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR _____)
Date: _____	
_____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR _____)
Date: _____	
_____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – DISCOVERY RESOLUTION			CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
- 4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 - 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
- 6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 - 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 - 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:	➤
_____	_____
(TYPE OR PRINT NAME)	(ATTORNEY FOR PLAINTIFF)
Date:	➤
_____	_____
(TYPE OR PRINT NAME)	(ATTORNEY FOR DEFENDANT)
Date:	➤
_____	_____
(TYPE OR PRINT NAME)	(ATTORNEY FOR DEFENDANT)
Date:	➤
_____	_____
(TYPE OR PRINT NAME)	(ATTORNEY FOR DEFENDANT)
Date:	➤
_____	_____
(TYPE OR PRINT NAME)	(ATTORNEY FOR _____)
Date:	➤
_____	_____
(TYPE OR PRINT NAME)	(ATTORNEY FOR _____)
Date:	➤
_____	_____
(TYPE OR PRINT NAME)	(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			

1. This document relates to:

- ☐ Request for Informal Discovery Conference
☐ Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION AND ORDER – MOTIONS IN LIMINE			

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date:

JUDICIAL OFFICER



ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR and litigation and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

Main Types of ADR:

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to arrange mediation in Los Angeles County

Mediation for civil cases is voluntary and parties may select any mediator they wish. Options include:

a. The Civil Mediation Vendor Resource List

If all parties agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases):

- ADR Services, Inc. Case Manager patricia@adrservices.com (310) 201-0010 (Ext. 261)
- JAMS, Inc. Senior Case Manager mbinder@jamsadr.com (310) 309-6204
- Mediation Center of Los Angeles (MCLA) Program Manager info@mediationLA.org (833) 476-9145
 - Only MCLA provides mediation in person, by phone and by videoconference.

These organizations cannot accept every case and they may decline cases at their discretion.

Visit www.lacourt.org/ADR.Res.List for important information and FAQs before contacting them.

NOTE: This program does not accept family law, probate, or small claims cases.

b. Los Angeles County Dispute Resolution Programs

<https://wdacs.lacounty.gov/programs/drpf/>

- Small claims, unlawful detainers (evictions) and, at the Spring Street Courthouse, limited civil:
 - Free, day-of-trial mediations at the courthouse. No appointment needed.
 - Free or low-cost mediations before the day of trial.
 - For free or low-cost Online Dispute Resolution (ODR) by phone or computer before the day of trial visit <http://www.lacourt.org/division/smallclaims/pdf/OnlineDisputeResolutionFlyer-EngSpan.pdf>

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>
4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/CI0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>