

Jacob Karczewski, Esq. (SBN 268295)
Saima Ali, Esq. (SBN 324752)
EMPLOYEE JUSTICE LEGAL GROUP, PC
3055 Wilshire Boulevard, Suite 1120
Los Angeles, California 90010
Telephone: (213) 382-2222
Facsimile: (213) 382-2230
Email: jkarczewski@ejlglaw.com
sali@ejlglaw.com

Attorneys for Plaintiff,
Jesus Murillo

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

MAR 09 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By: Isaac Lovo, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
FOR THE COUNTY OF LOS ANGELES**

20STCV09411

JESUS MURILLO, an individual,

Plaintiff,

vs.

PARKHOUSE TIRE SERVICE, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: _____

CLASS ACTION

CLASS ACTION COMPLAINT FOR
VIOLATIONS OF THE CALIFORNIA LABOR
CODE, PRIVATE ATTORNEY GENERAL ACT
OF 2004, AND THE CALIFORNIA BUSINESS
AND PROFESSIONS CODE §§ 17200, *et seq.*

Plaintiff Jesus Murillo (hereinafter "Plaintiff") on behalf of himself and all other similarly
situated individuals, complains and alleges as follows:

INTRODUCTION

1. This is a class action against Parkhouse Tire Service, Inc. (hereinafter
"Parkhouse Tire" or "Defendant") for alleged violations of the California Labor Code and
Private Attorney General Act of 2004 ("PAGA").

2. Plaintiff alleges that Defendant has violated the California Labor Code by failing
to (1) pay Plaintiff and similarly situated employees all wages owed, (2) provide legally
compliant meal breaks, (3) provide legally compliant rest breaks, (4) provide all required

1 information upon hiring, (5) provide accurate itemized wage statements, and (6) pay all wages
2 owed to Plaintiff and similarly situated employees' that quit or were terminated.

3 3. Plaintiff further alleges that Defendant uniformly failed to provide adequate seating as
4 required under California's Industrial Welfare Commission ("IWC") Wage Order 4-2001(14),
5 by failing to provide adequate seating for employees working at its California locations.

6 4. Plaintiff and the members of the putative class are (1) current and former hourly,
7 non-exempt workers, employed by Defendant in the state of California, and (2) other non-
8 exempt hourly workers who are or were either (a) permitted by Defendant to work in the State
9 of California, who were (b) subject to the control by Defendant in the manner and means of the
10 work they performed, or in wages they were paid, or hours they worked, or (c) where Defendant
11 have or had the right to control the general performance of work functions of workers at its
12 facilities. "Employees" hereinafter refers to both employees of Defendant, and any workers that
13 are joint employees of Defendant and any other legal entity including but not limited to third-
14 party staffing companies.

15 JURISDICTION

16 5. This Court has jurisdiction over this matter, which is properly filed in Los
17 Angeles County Superior Court because some of Defendant Parkhouse Tire's business
18 operations are located in Los Angeles County, and all obligations and liability arose therein. In
19 addition, Defendant maintains business locations and transacts business within Los Angeles
20 County, and because the work that is the subject of this action was performed by Plaintiff in Los
21 Angeles County.

22 PARTIES

23 6. Plaintiff was and is at all times relevant hereto a resident of the County of Los
24 Angeles, State of California.

25 7. Defendant Parkhouse Tire Service, Inc. is a California corporation, conducting
26 business in California. Defendant Parkhouse Tire provides tire services throughout Southern
27 California, with at least eleven locations. Some tire services provided by Defendant includes
28 preventive maintenance of tires, tire management, airing service, and conducts fleet or tire

1 analysis. Further, Defendant sells all kinds of tires from personal cars to commercial and
2 industrial trucks.

3 8. At all relevant times, Defendant was Plaintiff's employer within the meaning of
4 the California Labor Code and California Industrial Welfare Commission ("IWC") Order No. 4-
5 2001.

6 9. The true names and capacities, whether individual or corporate, associate, or
7 otherwise, of Defendants named herein as DOES 1 through 50, inclusive, are unknown to
8 Plaintiff at this time and therefore these Defendants are sued by such fictitious names. Plaintiff
9 will seek leave to amend this Complaint to insert the true names and capacities of said
10 Defendants when the same become known to Plaintiff. Plaintiff is informed and believes, and
11 based thereupon alleges, that each of the fictitiously named Defendants is responsible for the
12 wrongful acts alleged herein, and is therefore liable to the Plaintiff as alleged hereinafter.

13 10. Plaintiff is informed and believes and based thereupon alleges, that at all times
14 relevant hereto, Defendants and each of them, were agents, employees, managing agents,
15 supervisors, coconspirators, parent corporation, joint employers, alter ego and/or joint ventures
16 of the other Defendants, and each of them, and in doing the things alleged herein, were acting at
17 least in part within the course and scope of said agency, employment, conspiracy, joint
18 employer, alter ego status, and/or joint venture and with the permission and consent of each of
19 the other Defendants.

20 11. Whenever and wherever reference is made in this Complaint to any act or failure
21 to act by a Defendant or co-Defendant, such allegations and reference shall also be deemed to
22 mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

23 12. Plaintiff is informed and believes, and based thereupon alleges, that there exists
24 such a unity of interest and ownership between Defendants and DOES 1 through 50 inclusive
25 that the individuality and separateness of Defendants have ceased to exist.

26 13. Plaintiff is informed and believes, and based thereupon alleges, that despite the
27 formation of purported corporate existence, Defendants and DOES 1 through 50 inclusive are,
28 in reality, one and the same as Defendants including but not limited to because:

1 a. Defendants are completely dominated and controlled by DOES 1 through
2 50, who personally committed the frauds and violated the laws set forth in this complaint, and
3 who have hidden and currently hide behind Defendant to perpetrate frauds, circumvent statutes,
4 or accomplish some other wrongful or inequitable purpose.

5 b. DOES 1 through 50 inclusive derive actual and significant monetary
6 benefits by and thorough Defendant's unlawful conduct, and by using Defendants as a funding
7 source of their personal expenditures.

8 c. Plaintiff is informed and believes and thereupon alleges that Defendants
9 and DOES 1 through 50 inclusive, while really one and the same, were segregated to appear as
10 though separate and distinct for the purposes of perpetrating a fraud, circumventing a statute, or
11 accomplishing some other wrongful or inequitable purpose.

12 d. Plaintiff is informed and believes and thereupon alleges that Defendant
13 does not comply with all requisite corporate formalities to maintain legal and separate corporate
14 existence.

15 e. Plaintiff is informed and believes and thereupon alleges, that the business
16 affairs of Defendants and DOES 1 through 50 inclusive are, and at all times relevant were, so
17 mixed and intermingled that the same cannot reasonably be segregated, and the same are
18 inextricably intertwined. Defendants are, and at all times relevant hereto were, used by DOES 1
19 through 50 inclusive as a mere shell and conduit for the conduct of certain Defendants' affairs
20 and are, and were, the alter ego of DOES 1 though 50 inclusive. The recognition of the separate
21 existence of Defendants would not promote justice, in that it would permit Defendants to
22 insulate themselves from liability to Plaintiff for violations of law. The corporate existence of
23 Defendant and DOES 1 through 50 inclusive is necessary to avoid fraud and injustice to
24 Plaintiff herein.

25 f. Accordingly, Defendants constitute the alter ego of DOES 1 through 50
26 inclusive, and the fiction of their separate corporate existence must be disregarded.

27 g. As a result of the aforementioned facts, Plaintiff is informed and believes,
28 and based thereupon alleges that Defendants and DOES 1 through 50 inclusive are Plaintiff's

1 joint employers by virtue of a joint enterprise, and that Plaintiff and other similarly situated
2 workers were employees of Defendants and DOES 1 through 50 inclusive. Plaintiff and
3 similarly situated workers performed services for each and every one of Defendants, and to the
4 mutual benefit of all Defendants, and all Defendants shared control over Plaintiff and similarly
5 situated workers as employees, either directly or indirectly, and the manner and means by which
6 Defendants' business was and is conducted.

7 **FACTUAL ALLEGATIONS**

8 14. Plaintiff worked as a chamber operator for Defendant from approximately
9 November 2018 to March 15, 2019.

10 15. Defendant provides tire and tire related services throughout Southern California.
11 Defendant has at least eleven locations in California.¹

12 16. Plaintiff and the putative class members are, and at all times pertinent hereto
13 have been, non-exempt employees within the meaning of California Labor code § 500, *et seq.*,
14 and the rules and regulations of the California IWC Wage Orders.

15 17. When Plaintiff began his employment, his starting hourly rate was \$12 an hour.
16 This rate was increased with the state minimum wage. By the end of his employment, Plaintiff
17 was earning \$14 an hour.

18 18. Plaintiff worked seven days a week for Defendant. Plaintiff worked over eight
19 (8) hours a day almost daily, resulting in him routinely working overtime each week. Despite
20 working over eight (8) hours a day and/or forty (40) hours a week, Plaintiff was not paid at the
21 overtime rate for all his hours as required by the Labor Code. Plaintiff and the putative class
22 members hours were cut down in order to avoid paying overtime. Instead, hours worked would
23 be redistributed to days that Plaintiff and the putative class members worked less than eight
24 hours or were not present.

25 19. Plaintiff and the putative class members were required to begin working
26 immediately upon arrival to their respective jobsites. However, Plaintiff and the putative class
27 members could not clock in until their scheduled start time. Plaintiff and the putative class

28 ¹ <http://www.parkhousetire.com/Services.aspx>

1 would often work several minutes before being permitted allowed to clock in. As a result of
2 Defendant's uniform practice of requiring employees to clock in at their exact scheduled time,
3 Plaintiff and the putative class members were required to perform work for the benefit of
4 Defendant but were not compensated at least minimum wage for all hours worked in violation
5 of California Labor Code §§ 201, 1182.12, 194 and 1194.2.

6 20. Further, Plaintiff and the putative class were denied meal breaks and rest breaks
7 required under California Labor Code §§ 226.7 and 512. Specifically, Plaintiff and the putative
8 class members were unable to take a 30-minute, uninterrupted meal break due to Defendant's
9 policies and practices of forcing Plaintiff and the putative class members to perform work by not
10 relieving them of their duty. In addition, the timing of meal and rest breaks also violated
11 California law when the breaks started too late. Plaintiff and the putative class were denied a
12 second meal break when they worked shifts over 10 hours and Plaintiff and putative class
13 members were denied a third rest break of at least a ten (10) minutes when they worked over ten
14 (10) hours. Defendant did not compensate Plaintiff or the putative class with meal and rest break
15 penalty payments as required under the Labor Code.

16 21. Despite being unable to take a meal break, Plaintiff and the putative class
17 members were required to clock out as if they took a thirty (30) minute meal break.

18 22. Plaintiff and the putative class members were not paid at least minimum wage for
19 all their hours worked in violation of the Labor Code due to this unlawful thirty-minute
20 deduction of a meal period.

21 23. Defendants issued Plaintiff and the putative class inaccurate wage statements,
22 that failed to account for all their hours, all their overtime hours, and all meal and rest break
23 premiums owed, sick pay, and accounting for uniform, tool and equipment deductions thus
24 violating California Labor Code § 226(a), 226.3 and 226.2.

25 24. Defendant has a policy and practice of not reimbursing Plaintiff and the putative
26 class members for necessary business expenses, including but not limited to reimbursement for
27 the cost of uniforms, tools and equipment in violation of California Labor Code § 2802.

28

1 25. Further, Defendant failed to provide paid sick days to Plaintiff and the putative
2 class members who have worked for thirty (30) days in violation of California Labor Code §
3 246.

4 26. Defendants failed to provide Plaintiff and the putative class members with
5 required information in writing upon hiring in violation of the California Labor Code section
6 2810.5.

7 27. As a result of not paying Plaintiff and the putative class for all hours worked and
8 meal and rest break penalties owed due to missed breaks, Plaintiff and the putative class are still
9 owed wages and penalties. With respect to all former employees, Defendant has failed to timely
10 pay wages due to those putative class members in violation of the California Labor Code §§ 201
11 and 202.

12 28. Plaintiff also bring this action due to Defendant's violation of California Labor
13 Code § 1198 and IWC Wage Order 4-2001 section 14 by failing to provide suitable seating for
14 Plaintiff and other current and former similarly aggrieved employees at Defendant's California
15 locations. Plaintiff seeks penalties on behalf of himself and other current and former similarly
16 aggrieved employees through PAGA § 2699(f), as provided for herein.

17 29. Within the applicable statute of limitations period, Plaintiff was employed as a
18 non-exempt hourly worker at Defendant Parkhouse Tire's location in Bell Gardens, California
19 within Los Angeles County. Wage Order 4-2001 states:

20 (A) All working employees shall be provided with suitable seats when the nature of
the work reasonably permits the use of seats.

21 (B) When employees are not engaged in the active duties of their employment and
22 the nature of the work requires standing, an adequate number of suitable seats shall
be placed in reasonable proximity to the work area and employees shall be permitted
23 to use such seats when it does not interfere with the performance of their duties.

24 30. Defendant failed to provide suitable seats or any seats to Plaintiff and other
25 current and former similarly aggrieved employees in Defendant's California locations. The
26 nature of work performed by Defendant's employees reasonably permits the use of seats.
27 Workers, such as Plaintiff and the aggrieved employees, spent their entire day in the workshops
28 or stores. The duties they perform include but are not limited to processing, sorting, and

1 preparing goods to be shipped or repairing tires. The use of a seat during the performance of
2 those duties would not interfere with the performance of those duties.

3 31. Further, Defendant failed to provide an adequate number of seats in sufficiently
4 close proximity to where Plaintiff and similarly aggrieved employees performed their job duties
5 because Defendant provided no seats for workers at its California locations.

6 **CLASS ACTION ALLEGATIONS**

7 32. **Proposed Class:** The proposed class that Plaintiff will ask this Court to certify
8 is defined as follows:

9 All current and former non-exempt, hourly paid workers who worked for
10 Defendant in California between March 15, 2015, and through the date that class
11 notice is mailed to the class (this time frame is hereinafter referred to as the
12 "relevant time period").

13 33. Plaintiff reserves the right to amend or modify the class description with greater
14 specificity or further division into subclasses or limitation to particular issues.

15 34. This action has been brought and may be maintained as a class action pursuant to
16 California Code of Civil Procedure section 382 because there is a well-defined community of
17 interest among numerous persons who comprise a readily ascertainable class.

18 35. **Numerosity and Ascertainability:** The potential number of putative class
19 members as defined below is so numerous that joinder of all members would be unfeasible and
20 impractical. The disposition of their claims through this class action will benefit both the parties
21 and this Court. The number of putative class members estimated to be greater than 100
22 individuals, the identify of and membership in the putative class can readily be ascertained from
23 employment records maintained by Defendant.

24 36. **Superiority:** The nature of this action and the nature of laws available to
25 Plaintiff make use of the class action format particularly efficient and appropriate under the
26 circumstances presented in this lawsuit. By establishing a technique whereby the claims of
27 many individuals' claims can be resolved at the same time, the class both eliminates the
28 possibility of repetitious litigation and provides small-value claimants with a method of
obtaining redress for claims which would otherwise be too small to warrant individual litigation.
Class action treatment will allow a large number of similarly situated persons to prosecute their

1 common claims in a single forum, simultaneously, efficiently, and without the unnecessary
2 duplication of effort and expense that numerous individual actions would require. The actual
3 monetary recovery due to most of the individual putative class members is likely to be small,
4 and the burden and expense of individual litigation would make it prohibitive for individual
5 putative class members to seek relief. A class action will serve an important public interest by
6 permitting such individuals to effectively pursue recovery of the sums owed to them. Further,
7 class litigation prevents the potential for inconsistent or contradictory judgments if individual
8 putative class members were to litigate separately. Finally, class litigation will preserve
9 valuable judicial resources by having all issues decided by one court in once venue.

10 37. **Well-Defined Community of Interest:** Plaintiff and the putative class meet the
11 established standard for class certification (*See e.g., Lockheed Martin Corp. v. Superior Court*,
12 29 Cal.4th 1096 (2003)), as follows:

13 a. **Typicality:** the claims of Plaintiff are typical of the putative class because
14 all members of the putative class sustained substantially identical injuries and damages arising
15 out Defendant's policies, practices, and common course of conduct in violation of California's
16 law and the injuries and damages of all putative class members were caused by Defendant's
17 wrongful conduct in violation of California law. There are no facts known to Plaintiff that
18 would subject him to defenses unique from those of the applicable to the putative class.

19 b. **Adequacy:** Plaintiff is an adequate representative of the putative class he
20 seeks to represent. He has agreed to fairly protect the interests of the putative class. He is
21 aware of the duties required of her in acting as the class representative. He has no interests
22 antagonistic to the putative class. Finally, he has agreed to vigorously pursue this suit through
23 his attorneys who are competent, skilled and experienced in class action litigation in state and
24 federal courts in both California and in the United States more broadly.

25 c. **Predominant Common Questions of Law and/or Fact Include:**

26 i. Whether Defendant violated Labor Code §§ 1194 and 510 by not paying
27 all overtime wages due to Plaintiff and the putative class for time spent performing work for
28

1 Defendants' benefit when that time resulted in hours in excess of eight (8) in one day or forty
2 (40) in one week;

3 ii. Whether Defendants failed to pay Plaintiff and the putative class
4 members at least minimum wage for all hours worked;

5 iii. Whether Defendant failed to offer 30-minute uninterrupted meal breaks to
6 Plaintiff and the putative class;

7 iv. Whether Defendant failed to start Plaintiff's and the putative class' meal
8 breaks within five hours of the start of any shift;

9 v. Whether Defendant failed to offer a third 10-minute uninterrupted rest
10 break and/or a second uninterrupted meal break to Plaintiff and the putative class when they
11 worked over ten hours a day;

12 vi. Whether Defendant failed to timely pay former employees for all hours
13 and penalties due upon discharge or resignation;

14 vii. Whether Defendant failed to provide accurate itemized wage statements
15 to Plaintiff and the putative class in violation of Labor Code § 226(a), 226.3 and 226.2;

16 viii. Whether Defendant failed to provide paid sick days to Plaintiff and the
17 putative class;

18 ix. Whether Defendant failed to reimburse Plaintiff and the putative class for
19 all necessary business expenses;

20 x. Whether Defendant's actions alleged in this Complaint constitute unfair
21 competition or unlawful business practices under the California Business and Professions Code
22 sections 17200, *et seq.*;

23 xi. Whether Defendant violated California Labor Code § 1198 and IWC
24 Wage Order 4-2001 section 14 by failing to provide suitable seating for Plaintiff and other
25 current and former similarly aggrieved employees at Defendant's California locations;

26 xii. Whether Defendant is liable for the labor law violations alleged in this
27 Complaint;

28 xiii. Whether Plaintiff and the putative class are entitled to attorney fees;

1 xiv. Whether Plaintiff and the putative class are entitled to prejudgment
2 interest;

3 xv. Whether Plaintiff and the putative class are entitled to restitution;

4 xvi. Whether Plaintiff and the putative class might be required to ultimately
5 justify an individual claim does not preclude maintenance of a class action. *Collins v. Rocha*, 7
6 Cal.2d 232 (1997).

7 **FIRST CAUSE OF ACTION**
8 **Failure to Compensate for All Hours Worked**
9 **Cal. Lab. Code § 204**
10 **(Against All Defendants)**

11 38. Plaintiff and the putative class re-allege and incorporate the foregoing paragraphs
12 as though fully set forth herein.

13 39. California Labor Code § 204 provides that all wages for all work performed must
14 be paid "twice during each calendar month, on days designated in advance by the employer as
15 regular paydays."

16 40. Plaintiff and the putative class are/were required to be paid their regular rate of
17 pay for all hours worked for Defendant during the relevant time period.

18 41. Defendant failed to compensate Plaintiff and the putative class for all hours
19 worked at the proper rates of pay due to its illegal policy and/or practice of requiring Plaintiff
20 and putative class members to work off the clock before their scheduled shifts and by deducting
21 thirty (30) minutes from Plaintiff and the putative class members' hours for a meal break that
22 was never actually provided.

23 42. IWC Wage Order 4-2001 § 11(a); Cal. Code of Regs. Tit. 8, § 11040(11)(a); *see*
24 *also* 2002 DLSE Manual § 46.6.1, mandate that meal periods during which workers are not
25 relieved of all duties count as hours worked in calculating time worked in a work day. The time
26 Plaintiff and the putative class spent performing work functions during meal periods should
27 have been incorporated into hours worked by Plaintiff and the putative class, but Defendants
28 knowingly, willingly and intentionally refused to include that time in hours worked.

 43. In violation of California law, Defendant knowingly and willfully refused to
perform its obligations in recording and paying for all working time performed by Plaintiff and

1 the putative class such that Plaintiff and the putative class were not compensated for all time
2 worked. Defendant's conduct was willful, intentional, deliberate and with an improper motive
3 amounting to malice and in conscious disregard for the rights of Plaintiff and the putative class,
4 thereby entitling Plaintiff and the putative class to recover nominal, actual, compensatory, and
5 all damages so allowable under California law, in amounts according to proof at time of trial.

6 44. As a direct and proximate result of the aforementioned violations, Plaintiff and
7 the putative class have been damaged by Defendant in an amount according to proof at time of
8 trial.

9 45. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

10 46. Defendant's failure to comply with Labor Code § 204 triggers penalties under
11 California Labor Code § 2699(f).

12 **SECOND CAUSE OF ACTION**
13 **Failure to Pay Overtime Wages**
14 **(Against All Defendants)**

15 47. Plaintiff and the putative class re-allege and incorporate the foregoing paragraphs
16 as though fully set forth herein.

17 48. California Labor Code § 510(a) provides as follows:

18 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
19 one workday and any work in excess of 40 hours in any one workweek and the first
20 eight hours worked on the seventh day of work in any one workweek shall be
21 compensated at the rate of no less than one and one-half times the regular rate of pay
22 for an employee. Any work in excess of 12 hours in one day shall be compensated at
23 the rate of no less than twice the regular rate of pay for an employee. In addition, any
24 work in excess of eight hours on any seventh day of a workweek shall be
25 compensated at the rate of no less than twice the regular rate of pay of an employee.

26 49. IWC Wage Order 1-2001(3)(A)(1) and 8 Cal. Code Regs. § 11040 provide as
27 follows:

28 The following overtime provisions are applicable to employees 18 years of age or over
and to employees 16 or 17 years of age who are not required by law to attend school
and are not otherwise prohibited by law from engaging in the subject work. Such
employees shall not be employed more than eight (8) hours in any workday or more
than 40 hours in any workweek unless the employee receives one and one-half (1 ½)
times such employee's regular rate of pay for all hours worked over 40 hours in the
workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond
eight (8) hours in any workday or more than six (6) days in any workweek is
permissible provided the employee is compensated for such overtime at not less than:

1 (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours
2 worked in excess of eight (8) hours up to and including 12 hours in any workday,
3 and for the first eight (8) hours worked on the seventh (7th) consecutive day of work
4 in a workweek.

5 50. California Labor Code § 1194(a) provides as follows:

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

11 51. California Labor Code § 200 defines wages as to include "all amounts for labor
12 performed by employees of every description, whether the amount is fixed or ascertained by the
13 standard of time, task, piece, commission basis, or other method of calculation." All such
14 wages are subject to California's overtime requirements, including those set forth above.

15 52. IWC Wage Order 4-2001 § 11(a); Cal. Code of Regs. Tit. 8, § 11040(11)(a); *see*
16 *also* 2002 DLSE Manual § 46.6.1, mandate that meal periods during which workers are not
17 relieved of all duties count as hours worked in calculating time worked in a work day. The time
18 Plaintiff and the putative class spent performing work functions during meal periods should
19 have been incorporated into hours worked by Plaintiff and the putative class but Defendant
20 knowingly, willingly and intentionally refused to include that time in hours worked.

21 53. Further, by failing to account for all overtime hours by shaving time or
22 redistributing overtime hours to other days, Defendant further knowingly and willingly refused
23 to pay proper overtime rates for all overtime hours worked.

24 54. Defendant also did not account for time spent working before an employee's
25 scheduled shift, thus further failing to pay overtime rate for all overtime hours worked.

26 55. Defendant's uniform policy and practice of failing to pay Plaintiff and the
27 putative class the proper wages owed for all hours worked is unlawful. As a result of this
28 unlawful policy, Plaintiff and the putative class have worked overtime hours for Defendant
without being paid overtime premiums in violation of California law.

56. In violation of California law Defendant knowingly and willfully refused to
perform its obligations in recording and paying Plaintiff and the putative class for overtime
hours worked. Defendant's act in so doing was willful, intentional, deliberate and with an

1 improper motive amounting to malice and in conscious disregard for the rights of Plaintiff and
2 the putative class thereby entitling Plaintiff and the putative class to recover nominal, actual,
3 compensatory, and all damages so allowable under California law, in amounts according to
4 proof at time of trial.

5 57. As a direct and proximate result of the aforementioned violations, Plaintiff and
6 the putative class have been damaged by Defendant in an amount according to proof at time of
7 trial for unpaid overtime and civil penalties, with interest thereon as well as an award of attorney
8 fees and costs set forth below.

9 58. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

10 59. Defendant's failure to pay overtime triggers penalties under California Labor
11 Code § 2699(f).

12 **THIRD CAUSE OF ACTION**
13 **Failure to Offer Legally Compliant Meal Periods**
14 **(Against All Defendants)**

15 60. Plaintiff and the putative class re-allege and incorporate the foregoing paragraphs
16 as though fully set forth herein.

17 61. California Labor Code §§ 226.7 and 512 (a), (b), and (d), and the applicable IWC
18 Wage Orders require Defendants to provide meal breaks to Plaintiff and the putative class.
19 Under California law, unless the employee is relieved of all duty during the 30-minute meal
20 period, the employee is considered "on duty" and the meal is counted as time worked under the
21 applicable wage orders. Defendants' requirement that Plaintiff and the putative class perform
22 work duties during their breaks denies them the opportunity of taking uninterrupted meal breaks
23 pursuant to California law.

24 62. Furthermore, Plaintiff and the putative class were often prevented from taking
25 their meal breaks before the end of the fifth hour and were not offered second meal breaks for
26 shifts ten hours or longer at all.

27 63. Under Labor Code § 226.7(b)-(c) and the applicable wage orders, an employer
28 who fails to provide required meal periods must, as compensation, pay the employee one hour

1 of pay at the employee's regular rate of compensation for each workday in which a meal period
2 was not provided.

3 64. In violation of California law, Defendant knowingly and willfully prevented
4 Plaintiff and the putative class from having the opportunity to take uninterrupted, 30-minute
5 meal breaks. Defendant's act in so doing was willful, intentional, deliberate and with an
6 improper motive amounting to malice and in conscious disregard for the rights of Plaintiff and
7 the putative class, thereby entitling Plaintiff and the putative class to recover nominal, actual,
8 compensatory, and all damages so allowable under California law, in amounts according to
9 proof at time of trial.

10 65. As a direct and proximate result of the aforementioned violations, Plaintiff and
11 the putative class have been damaged by Defendant in an amount according to proof at time of
12 trial for unpaid overtime and civil penalties, with interest thereon as well as an award of attorney
13 fees and costs set forth below.

14 66. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

15 67. Defendant's failure to comply with Labor Code §§ 226.7 and 512 (a), (b), and (d)
16 triggers penalties under California Labor Code § 2699(f).

17 **FOURTH CAUSE OF ACTION**
18 **Failure to Offer Legally Compliant Rest Periods**
19 **(Against All Defendants)**

20 68. Plaintiff and the putative class re-allege and incorporate the foregoing paragraphs
21 as though fully set forth herein.

22 69. California Labor Code §§ 226.7 and 512(c) and the applicable IWC Wage Orders
23 require Defendant to provide rest breaks to Plaintiff and the putative class. Under California
24 law, if the employee is not relieved of all duty during the ten-minute rest period, the employee is
25 considered "on duty." This time is also counted as time worked under the applicable wage order.
26 Defendants' requirement that Plaintiff and the putative class perform work duties during their
27 breaks denies them the opportunity of taking uninterrupted rest breaks pursuant to California
28 law.

1 70. Under Labor Code § 226.7(b)-(c) and the applicable wage orders, an employer
2 who fails to provide required rest periods must, as compensation, pay the employee one hour of
3 pay at the employee's regular rate of compensation for each workday in which a rest period was
4 not provided.

5 71. In violation of California law, Defendant knowingly and willfully prevented
6 Plaintiff and the putative class from having the opportunity to take uninterrupted rest breaks,
7 and failed to offer them a third rest break when they worked over ten hours a day. Defendant's
8 act in so doing was willful, intentional, deliberate and with an improper motive amounting to
9 malice and in conscious disregard for the rights of Plaintiff and the putative class, thereby
10 entitling Plaintiff and the putative class to recover nominal, actual, compensatory, and all
11 damages so allowable under California law, in amounts according to proof at time of trial.

12 72. As a direct and proximate result of the aforementioned violations, Plaintiff and
13 the putative class have been damaged by Defendant in an amount according to proof at time of
14 trial for unpaid overtime and penalties, with interest thereon as well as an award of attorney fees
15 and costs set forth below.

16 73. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

17 74. Defendants' failure to comply with Labor Code §§ 226.7 and 512(c) triggers
18 penalties under California Labor Code § 2699(f).

19 **FIFTH CAUSE OF ACTION**
20 **Failure to Timely Pay Wages Upon Termination**
21 **(Against All Defendants)**

22 75. Plaintiff and the putative class re-allege and incorporate the foregoing paragraphs
23 as though fully set forth herein.

24 76. Defendant's failure to pay wages as alleged above was willful in that Defendants
25 knew wages and penalties were due but failed to pay them in violation of California Labor Code
26 §§ 201 and 202, thus triggering waiting time penalties pursuant to Labor Code § 203, which
27 provides that employees' wages shall continue as a penalty to the employer for a period of up to
28 30 days from the time they were due.

1 77. Defendant has routinely, uniformly and deliberately failed to pay Plaintiff and
2 the putative class a sum certain at their termination or within 72 hours of their resignation and
3 have failed to pay those sums for thirty days thereafter. As such Plaintiff and the putative class
4 are entitled to penalties pursuant to Labor Code § 203.

5 78. In violation of California law, Defendant knowingly and willfully refused to pay
6 Plaintiff and the putative class all wages due at the end of their employment with Defendants
7 and did so willfully, intentionally, deliberately and with an improper motive amounting to
8 malice and in conscious disregard for the rights of Plaintiff and the putative class thereby
9 entitling Plaintiff and the putative class to recover nominal, actual, compensatory, and all
10 damages so allowable under California law, in amounts according to proof at time of trial.

11 79. As a direct and proximate result of the aforementioned violations, Plaintiff and
12 the putative class have been damaged by Defendant in an amount according to proof at time of
13 trial for unpaid overtime and civil penalties, with interest thereon as well as an award of attorney
14 fees and costs set forth below.

15 80. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

16 81. Defendant's failure to comply with Labor Code § 201, 202 and 203 triggers
17 penalties under California Labor Code § 2699(f).

18 **SIXTH CAUSE OF ACTION**
19 **Failure to Provide Accurate Itemized Wage Statements**
 (Against All Defendants)

20 82. Plaintiff and the putative class re-allege and incorporate the foregoing paragraphs
21 as though fully set forth herein.

22 83. At all relevant times, Plaintiff and the putative class were non-exempt employees
23 covered by California Labor Code §§ 226 and 226.3.

24 84. California Labor Code § 226(a) states:

25 An employer, semimonthly or at the time of each payment of wages, shall furnish
26 to his or her employee, either as a detachable part of the check, draft, or voucher
27 paying the employee's wages, or separately if wages are paid by personal check
28 or cash, an accurate itemized statement in writing showing (1) gross wages
 earned, (2) total hours worked by the employee, except as provided in
 subdivision (j), (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

1 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
2 of the period for which the employee is paid, (7) the name of the employee and
3 only the last four digits of his or her social security number or an employee
4 identification number other than a social security number, (8) the name and
5 address of the legal entity that is the employer and, if the employer is a farm
6 labor contractor, as defined in subdivision (b) of Section 1682, the name and
7 address of the legal entity that secured the services of the employer, and (9) all
8 applicable hourly rates in effect during the pay period and the corresponding
9 number of hours worked at each hourly rate by the employee and, beginning July
10 1, 2013, if the employer is a temporary services employer as defined in Section
11 201.3, the rate of pay and the total hours worked for each temporary services
12 assignment.

13 85. Labor Code 226.2(a)(2) states in pertinent part:

14 The itemized statement required by subdivision (a) of Section 226 shall, in
15 addition to the other items specified in that subdivision, separately state the
16 following, to which the provisions of Section 226 shall also be applicable:

17 (A) The total hours of compensable rest and recovery periods, the rate of
18 compensation, and the gross wages paid for those periods during the pay
19 period.

20 (B) . . . the total hours of other nonproductive time . . . the rate of compensation,
21 and the gross wages paid for that time during the pay period . . .

22 86. Defendant knowingly and intentionally failed to include required information on
23 Plaintiff's and the putative class members' wage statements as required by Labor Code § 226(a)
24 subsections (1)-(4), and (9), and section 226.2(a) subsections (2)(A) and (2)(B).

25 87. As a result of Defendant's issuance of inaccurate wage statements, Plaintiff and
26 the putative class were unable to promptly and easily determine from the wage statements alone
27 the information required to be present by Labor Code § 226(a) subsections (1)-(4), and (9), and
28 section 226.2(a) subsections (2)(A) and (2)(B). Indeed, it is nearly impossible to discern
whether Plaintiff and the putative class were paid properly by referring to face of the wage
statements alone.

88. Labor Code § 226(e) states:

An employee suffering injury as a result of a knowing and intentional failure by
an employer to comply with subdivision (a) is entitled to recover the greater of
all actual damages or fifty dollars (\$50) for the initial pay period in which a
violation occurs and one hundred dollars (\$100) per employee for each violation
in a subsequent pay period, not to exceed an aggregate penalty of four thousand
dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's
fees.

///

1 89. Labor Code § 226.3 states:

2 Any employer who violates subdivision (a) of Section 226 shall be subject to a
3 civil penalty in the amount of two hundred fifty dollars (\$250) per employee per
4 violation in an initial citation and one thousand dollars (\$1,000) per employee for
5 each violation in a subsequent citation, for which the employer fails to provide
6 the employee a wage deduction statement or fails to keep the records required in
7 subdivision (a) of Section 226. The civil penalties provided for in this section are
8 in addition to any other penalty provided by law.

9 90. In violation of California law, Defendant knowingly and intentionally issued
10 Plaintiff and the putative class inaccurate wage statements in violation of California Labor Code
11 § 226(a), triggering penalties under both sections 226(e) and 226.3. Defendant's act in so doing
12 was willful, intentional, deliberate and with an improper motive amounting to malice and in
13 conscious disregard for the rights of Plaintiff and the putative class, thereby entitling Plaintiff
14 and the putative class to recover nominal, actual, compensatory, and all damages so allowable
15 under California law, in amounts according to proof at time of trial.

16 91. Plaintiff and the putative class also ask the Court for injunctive relief to end
17 Defendants' illegal issuance of inaccurate wage statements pursuant to California Labor Code §
18 226(h).

19 92. As a direct and proximate result of the aforementioned violations, Plaintiff and
20 the putative class have been damaged by Defendant in an amount according to proof at time of
21 trial for unpaid overtime and civil penalties, with interest thereon as well as an award of attorney
22 fees and costs set forth below.

23 93. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

24 94. Defendant's failure to comply with Labor Code § 226, 226.2, and 226.3 triggers
25 penalties under California Labor Code § 2699(f).

26 **SEVENTH CAUSE OF ACTION**
27 **Violation of California's Labor Code § 2810.5**
28 **(Against All Defendants)**

29 95. Plaintiff and aggrieved employees re-allege and incorporate the foregoing
30 paragraphs as though fully set forth herein.

31 96. California Labor Code § 2810.5 states in pertinent part:

32 (a) (1) At the time of hiring, an employer shall provide to each employee a written
33 notice, in the language the employer normally uses to communicate employment-
34 related information to the employee, containing the following information:

1 89. Labor Code § 226.3 states:

2 Any employer who violates subdivision (a) of Section 226 shall be subject to a
3 civil penalty in the amount of two hundred fifty dollars (\$250) per employee per
4 violation in an initial citation and one thousand dollars (\$1,000) per employee for
5 each violation in a subsequent citation, for which the employer fails to provide
6 the employee a wage deduction statement or fails to keep the records required in
7 subdivision (a) of Section 226. The civil penalties provided for in this section are
8 in addition to any other penalty provided by law.

9 90. In violation of California law, Defendant knowingly and intentionally issued
10 Plaintiff and the putative class inaccurate wage statements in violation of California Labor Code
11 § 226(a), triggering penalties under both sections 226(e) and 226.3. Defendant's act in so doing
12 was willful, intentional, deliberate and with an improper motive amounting to malice and in
13 conscious disregard for the rights of Plaintiff and the putative class, thereby entitling Plaintiff
14 and the putative class to recover nominal, actual, compensatory, and all damages so allowable
15 under California law, in amounts according to proof at time of trial.

16 91. Plaintiff and the putative class also ask the Court for injunctive relief to end
17 Defendants' illegal issuance of inaccurate wage statements pursuant to California Labor Code §
18 226(h).

19 92. As a direct and proximate result of the aforementioned violations, Plaintiff and
20 the putative class have been damaged by Defendant in an amount according to proof at time of
21 trial for unpaid overtime and civil penalties, with interest thereon as well as an award of attorney
22 fees and costs set forth below.

23 93. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

24 94. Defendant's failure to comply with Labor Code § 226, 226.2, and 226.3 triggers
25 penalties under California Labor Code § 2699(f).

26 **SEVENTH CAUSE OF ACTION**
27 **Violation of California's Labor Code § 2810.5**
28 **(Against All Defendants)**

29 95. Plaintiff and aggrieved employees re-allege and incorporate the foregoing
30 paragraphs as though fully set forth herein.

31 96. California Labor Code § 2810.5 states in pertinent part:

32 (a) (1) At the time of hiring, an employer shall provide to each employee a written
33 notice, in the language the employer normally uses to communicate employment-
34 related information to the employee, containing the following information:

1 (A) The rate or rates of pay and basis thereof, whether paid by the hour,
2 shift, day, week, salary, piece, commission, or otherwise, including any
3 rates for overtime, as applicable.

4 (B) Allowances, if any, claimed as part of the minimum wage, including
5 meal or lodging allowances.

6 (C) The regular payday designated by the employer in accordance with the
7 requirements of this code.

8 (D) The name of the employer, including any "doing business as" names
9 used by the employer.

10 (E) The physical address of the employer's main office or principal place
11 of business, and mailing address, if different.

12 (F) The telephone number of the employer.

13 (G) The name, address, and telephone number of the employer's workers'
14 compensation insurance carrier.

15 (H) That an employee: may accrue and use sick leave; has a right to
16 request and use accrued paid sick leave; may not be terminated or
17 retaliated against for using or requesting the use of accrued paid sick
18 leave; and has the right to file a complaint against an employer who
19 retaliates.

20 97. Defendant failed to provide Plaintiff and similarly aggrieved employees with
21 information required under the following – included but not limited to – subsections of
22 2810.5(a)(1) sub. (A), (C), (D), (E), (F), (G) and (H).

23 98. As a proximate result of the aforementioned violations, Plaintiff and the putative
24 class have been damaged by Defendant in an amount according to proof at time of trial for
25 unpaid civil penalties, with interest thereon as well as an award of attorney fees and costs set
26 forth below.

27 99. Defendant's failure to comply with Labor Code § 2810.5 triggers penalties under
28 California Labor Code § 2699(f).

EIGHTH CAUSE OF ACTION

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

100. Plaintiff and aggrieved employees re-allege and incorporate the foregoing
paragraphs as though fully set forth herein.

101. California Business and Professions Code §§ 17200, *et seq.*, (hereinafter referred
at the "UCL") prohibits unfair competition in the form of any unlawful, unfair or fraudulent
business acts or practices.

1 102. UCL section 17204 allows a person injured by the unfair business acts or
2 practices to prosecute a civil action for violation of the UCL.

3 103. California Labor Code § 90.5(a) states it is the public policy of California to
4 vigorously enforce minimum labor standards in order to ensure employees are not required to
5 work under substandard and unlawful conditions, and to protect employers who comply with the
6 law from those who attempt to gain a competitive advantage at the expense of their employees
7 by failing to comply with minimum labor standards.

8 104. Beginning at some point before the start of the relevant time period and
9 continuing through it, Defendant committed acts of unfair competition as defined by the UCL,
10 by engaging in the unlawful, unfair and fraudulent business practices and acts described in this
11 Complaint, including but not limited to:

12 a. Violations of California Labor Code § 204 pertaining to the payment of wages
13 for all hours worked;

14 b. Violations of California Labor Code §§ 510 and 1194 and IWC Wage Orders
15 pertaining to overtime pay;

16 c. Violations of California Labor Code §§ 226.7 and 512 and IWC Wage Orders
17 pertaining to meal and rest breaks;

18 d. Violations of California Labor Code §§ 201-03 pertaining to failure to pay timely
19 wages upon termination;

20 e. Violations of California Labor Code § 226 pertaining to the provision of itemized
21 accurate wage statements;

22 105. The violations of these laws and regulations, as well as the fundamental
23 California public policies protecting straight time wages and overtime wages, serve as unlawful
24 predicate acts and practices for purposes of Business and Professions Code §§ 17200, *et seq.*

25 106. The acts and practices described above constitute unfair, unlawful and fraudulent
26 business practices, and unfair competition, within the meaning of the UCL. Among other
27 things, the acts and practices have taken from Plaintiff and the putative class wages rightfully
28

1 earned by them, while enabling Defendant to gain an unfair competitive advantage over its law-
2 abiding employer-competitors.

3 107. UCL § 17203 provides that a court may make such orders or judgments as may
4 be necessary to prevent the use or employment by any person of any practice which constitutes
5 unfair competition.

6 108. As a direct and proximate result of the aforementioned acts and practices,
7 Plaintiff and the putative class have suffered a loss of money and property, in the form of unpaid
8 wages which are due and payable to them.

9 109. UCL § 17203 provides a court may restore to any person in interest money or
10 property which may have been acquired by means of such unfair competition. Plaintiff and the
11 putative class are entitled to restitution pursuant to UCL § 17203 for all wages and payments
12 unlawfully withheld from the Class members during the four-year period prior to filing this
13 Complaint.

14 110. UCL § 17202 provides “notwithstanding section 3369 of the Civil Code, specific
15 or preventative relief may be granted to enforce a penalty, forfeiture, or penal law in a case of
16 unfair competition.” Plaintiff and the putative class are entitled to all applicable penalty
17 provisions of the Labor Code pursuant to Business and Professions Code § 17202.

18 111. Plaintiff’s success in this action will enforce the important rights affecting the
19 public interest, and in that regard Plaintiff sues on behalf of herself as well as others similarly
20 situated and, accordingly, pursuant to the UCL, this Court should make such orders or
21 judgments as may be necessary to prevent use or employment by Defendants of any unlawful or
22 deceptive practices prohibited by the UCL, including but not limited to disgorgement of ill-
23 gotten gains, which may be necessary to restore Plaintiff and the putative class the money
24 Defendant has unlawfully failed to pay.

25 112. Plaintiff herein takes it upon herself to enforce these lawful claims. There is a
26 financial burden involved in pursuing this action, an action seeking to vindicate a public right,
27 and it would be against the interest of justice to penalize Plaintiff by forcing his and/or his class
28

1 to pay other parties' attorney fees from the recovery in this action pursuant to California's Code
2 of Civil Procedure §1021.5 and otherwise.

3 113. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

4 **NINTH CAUSE OF ACTION**
5 **Violation of California Labor Code § 2802**
6 **(Against All Defendants)**

7 114. Plaintiff and aggrieved employees re-allege and incorporate the foregoing
8 paragraphs as though fully set forth herein.

9 115. California Labor Code § 2802 requires employers to "indemnify his or her
10 employee for all necessary expenditures or losses incurred by the employee in direct
11 consequence of the discharge of his or her duties, or his or her obedience to the directions of the
12 employer."

13 116. While acting on the direct instruction of Defendant and discharging their duties
14 for them, Plaintiff and the putative class members incurred work-related expenses. Plaintiff and
15 the putative class members incurred these substantial expenses and losses as a direct result of
16 performing their job duties for Defendant.

17 117. Defendant has failed to indemnify or, in any manner, reimburse Plaintiff and the
18 putative class members for these expenditures and losses.

19 118. By misclassifying Plaintiff and the putative class members and requiring them to
20 pay expenses incurred in direct consequence of the discharge of their duties for Defendant
21 and/or in obedience to Defendant's direction, Defendant has violated Cal. Lab. Code § 2802.

22 119. As a direct and proximate result of Defendants' conduct, Plaintiff and the
23 putative class members have suffered substantial losses according to proof, with interest
24 thereupon as well as an award of attorneys' fees and costs set forth below.

25 120. Defendants' failure to comply with Labor Code § 2802 triggers penalties under
26 California Labor Code § 2699(f).

27 **TENTH CAUSE OF ACTION**
28 **PAGA, Cal. Lab. Code § 2699, et seq.**
(Against All Defendants)

121. Plaintiff and aggrieved employees re-allege and incorporate the foregoing
paragraphs as though fully set forth herein.

1 122. Plaintiff is an aggrieved employee as defined in California Labor Code section
2 2699(c) because at all relevant times during his employ with Defendant, he was denied proper
3 overtime wages, wages for all hours worked, meal and rest breaks, accurate wage statements,
4 and adequate seating.

5 123. PAGA permits Plaintiff, as an aggrieved employee, to recover penalties on behalf
6 of himself and other current and former employees as a result of the employer's violations of the
7 California Labor Code.

8 124. Plaintiff sent notice to the LWDA and the Defendant of the violations described
9 herein on February 11, 2020, in compliance with California Labor Code section 2699.3(a)(1).
10 Plaintiff has received no indications from the LWDA that it intends to investigate the allegations
11 set forth in Plaintiff's notice and in this Complaint.

12 Count I - Failure to Compensate for All Hours Worked

13 125. Defendant has a pattern and practice of deducting thirty minutes from Plaintiff
14 and the aggrieved employees' hours, and thus are failing to pay the California minimum wage
15 for all hours the security guards worked in violation of Cal. Lab. Code § 204.

16 126. Defendant has a pattern and practice of requiring Plaintiff and the aggrieved
17 employees to work off the clock before their scheduled shifts start.

18 127. Plaintiff reincorporates paragraphs 38-46 as if fully set forth herein.

19 Count II - Failure to Pay Overtime Wages

20 128. Defendants have a pattern of practice of failing to pay all overtime wages for
21 hours worked over eight hours in a day or forty hours in a week as required by the Cal. Lab.
22 Code § 510, 1194 and the IWC Wage Order 1-2001. Instead Defendants attempt to avoid paying
overtime wages by redistributing hours throughout the pay period.

23 129. Defendants also violated IWC Wage Order 10-2001 by failing to calculate
24 missed meal breaks as hours worked for purposes of overtime pay.

25 130. Plaintiff reincorporates paragraphs 47-59 as if fully set forth herein.

26 Count III – Failure to Offer Meal or Rest Breaks

27 131. Defendants do not provide Plaintiff or the aggrieved employees with 30-minute,
28 uninterrupted meal or rest breaks in violation of Cal. Lab. Code §§ 226.7 and 512.

132. Plaintiff reincorporates paragraphs 60-74 as if fully set forth herein.

Count IV – Failure to Timely Pay Wages Upon Termination

133. As a result of not paying Plaintiff or the aggrieved overtime wages and minimum wage for all hours worked, Defendant also violated Cal. Lab. Code §§ 201, 202, and 203 by failing to pay Plaintiff and the aggrieved employees all wages due upon termination.

134. Plaintiff reincorporates paragraphs 75-81 as if fully set forth herein.

Count V – Provide Accurate Itemized Wage Statements

135. Defendant failed to provide accurate wage statements to Plaintiff and the aggrieved employees in violation of Cal. Lab. Code §§ 226, 226.2, and 226.3.

136. Plaintiff reincorporates paragraphs 82-94 as if fully set forth herein.

Count VI – Hiring Documentation Claim

137. Cal. Lab. Code § 2810.5 requires employers to furnish a written notice with particular information upon hiring, such as regular paydays, rate of pay, and any allowances claimed.

138. Plaintiff reincorporates paragraphs 95-99 as if fully set forth herein.

Count VII – Failure to Reimburse

139. Cal. Lab. Code § 2802 entitles Plaintiff and the aggrieved employees to be reimbursed by Defendant for all necessary business expenditures.

140. Plaintiff reincorporates paragraphs 114-120 as if fully set forth herein.

Count VIII – Failure to Provide Paid Sick Days

141. Cal. Lab. Code § 246 requires that employers in California provide employees who have worked for thirty (30) days or more with paid sick days.

142. Defendant did not provide any paid sick days to Plaintiff or the aggrieved employees and otherwise prevented them from taking sick days.

143. The aggrieved employees that are still working for Defendant continue to be denied sick days and continue to be prevented from taking sick days.

///

///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2
3
4
5

6
7
8

9
10
11

2
3
4
5
6
7

8

19

- 20
21
22
23
24
25
26
27
28

- 1 E. An award of prejudgment and post judgment interest;
- 2 F. For restitution for unfair competition pursuant to the UCL, including disgorgement of
- 3 profits, in any amount as may be proven;
- 4 G. An award providing for payment of costs of the suit;
- 5 H. For an order awarding Plaintiff and the putative class compensatory damages including
- 6 lost wages, premium pay, earnings and other employee benefits and all other sums of
- 7 money owed to Plaintiff and the putative class together with interest on these amounts,
- 8 according to proof;
- 9 I. An award of attorney fees;
- 10 J. For an order appointing Plaintiff class representative and Plaintiff's counsel class
- 11 counsel for all classes and subclasses included in this Complaint; and
- 12 For such other and further relief as this Court deems just and proper.

13

14 **JURY TRIAL DEMANDED**

15 Plaintiff hereby demands trial by jury of all issues so triable.

16

17 DATED: March 9, 2020

EMPLOYEE JUSTICE LEGAL GROUP, PC

18

19 By: 

20 Jacob Karczewski, Esq.
Saima Ali, Esq.
Attorneys for Plaintiff
Jesus Murillo

21

22

23

24

25

26

27

28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jacob Karczewski, Esq. (SBN 268295) Saima Ali, Esq. (SBN 324752) EMPLOYEE JUSTICE LEGAL GROUP, PC 3055 Wilshire Boulevard, Suite 1120, Los Angeles, California 90010 TELEPHONE NO.: (213) 382-2222 FAX NO.: (213) 382-2230 ATTORNEY FOR (Name): Jesus Murillo		FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles MAR 09 2020 Sherri R. Carter, Executive Officer/Clerk of Court By: Isaac Lovo, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Stanley Mosk Courthouse		
CASE NAME: Murillo v. Parkhouse Tire Service, Inc.		
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000)	☐ Limited (Amount demanded is \$25,000 or less)	Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: 20STCV09411
		JUDGE: DEPT:

Items 1-5 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) ☐ 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
b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☒ Substantial amount of documentary evidence | d. ☒ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial post judgment judicial supervision |
|--|--|

3. Type of remedies sought (check all that apply):

- a. ☒ monetary b. ☒ non monetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): Ten (10)

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

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

Date: March 3, 2020

Jacob Karczewski, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

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 5 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. You do not need to submit a cover sheet with amended papers. 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 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 Judgement (Out of County)
Confession of Judgement (*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 for 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. | |

Auto
TortOther Personal Injury/ Property
Damage/ Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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
Asbestos (04)	☐ A6070 Asbestos Property Damage	1, 11
	☐ A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
	☐ A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	☐ A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
	☐ A7240 Other Professional Health Care Malpractice	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

SHORT TITLE: Murillo v. Parkhouse Tire Service, Inc.	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	
	Real Property	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
		Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2, 6
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		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- Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11	
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2, 6, 11	

SHORT TITLE: Murillo v. Parkhouse Tire Service, Inc.	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 ☐ A6152 Writ - Mandamus on Limited Court Case Matter ☐ A6153 Writ - Other Limited Court Case Review	2, 8 2 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 ☐ A6160 Abstract of Judgment ☐ A6107 Confession of Judgment (non-domestic relations) ☐ A6140 Administrative Agency Award (not unpaid taxes) ☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax ☐ A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
	RICO (27)	☐ A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only ☐ A6040 Injunctive Relief Only (not domestic/harassment) ☐ A6011 Other Commercial Complaint Case (non-tort/non-complex) ☐ A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment ☐ A6123 Workplace Harassment ☐ A6124 Elder/Dependent Adult Abuse Case ☐ A6190 Election Contest ☐ A6110 Petition for Change of Name/Change of Gender ☐ A6170 Petition for Relief from Late Claim Law ☐ A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

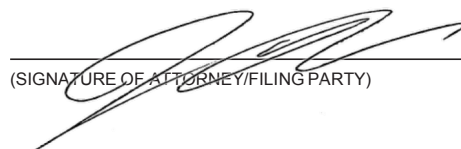
SHORT TITLE: Murillo v. Parkhouse Tire Service, Inc.	CASE NUMBER
---	-------------

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: 3055 Wilshire Boulevard
CITY: Los Angeles	STATE: CA	ZIP CODE: 90010	

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: March 9, 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.

**SUMMONS
(CITACION JUDICIAL)**

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

PARKHOUSE TIRE SERVICE, INC., a California corporation; and DOES 1 through 50, inclusive,

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

JESUS MURILLO, an individual,

SUM-100

**FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAR 09 2020

Sherri R. Carter, Executive Officer/Clerk of Court

By: Isaac Lovo, 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 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 puede 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 Los Angeles
111 North Hill Street
Los Angeles, California 90012

CASE NUMBER:
(Número del Caso)

20STCV09411

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):

Jacob Karczewski, Esq. (SBN 268295), Saima Ali, Esq. (SBN 324752)

EMPLOYEE JUSTICE LEGAL GROUP, PC

3055 Wilshire Boulevard, Suite 1120, Los Angeles, California 90010

Telephone: (213) 382-2222, Facsimile: (213) 382-2230

DATE:

(Fecha) **MAR 09 2020**

SHERRI R. CARTER

Clerk, by

(Secretario) *Isaac Lovo*

, 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):

Page 1 of 1

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 03/09/2020 Sherri R. Carter, Executive Officer / Clerk of Court By: <u> I. Lovo </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: 20STCV09411

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Daniel J. Buckley	1					

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

Sherri R. Carter, Executive Officer / Clerk of Court

on 03/09/2020
(Date)

By I. Lovo, 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

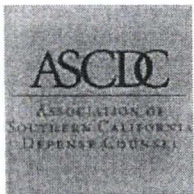


Los Angeles County
Bar Association
Litigation Section

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

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)

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 _____)

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 – DISCOVERY RESOLUTION			

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:
--------------	--------------

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 _____)

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.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

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:

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



Superior Court of California, County of Los Angeles

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/drp/>

- 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>