

PAGA SETTLEMENT AGREEMENT

AYANNA SIMMONS V. PLATINUM SECURITY, INC.

Cal. Super. Ct. (Los Angeles) Case No. 20STCV13020

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this PAGA Settlement Agreement (“Agreement”) of claims brought pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”).

This Agreement is made by and between by and between Ayanna Simmons the named Plaintiff (“Plaintiff”), on behalf of herself and the Covered Employees, on the one hand, and Defendant Platinum Security, Inc. (“Defendant”) on the other hand, for the purpose of memorializing their agreement to the principal terms of a settlement of this action, and on behalf of the law firms defined below as “Plaintiff’s Counsel” and “Defense Counsel.” (Defendant, Plaintiff and Covered Employees, as defined herein, are sometimes collectively referred to as the “Parties.”) This Agreement shall be effective upon the last date upon which it is signed by the Parties.

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendant to pay the sum of Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000) (hereinafter referred to as the “Settlement Sum”). No provision herein shall be construed or applied in such a manner as to require Defendant to pay more than \$650,000 pursuant to this Settlement, which shall be inclusive of Plaintiff’s Counsel’s attorneys’ fees and costs and the settlement administrator’s fees and costs.

Article I.

Definitions.

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Action” shall refer to the lawsuit entitled *Ayanna Simmons v. Platinum Security, Inc.*, Cal. Super. Ct. (Los Angeles), Case No. 20 STCV13020.
- (b) “Court” means the Superior Court for the State of California, County of Los Angeles.
- (c) “Covered Employees” are defined as all hourly employees employed by Defendant in California at any time during the Release Period.
- (d) “Complaint” means, collectively, Plaintiff’s PAGA Notice, Plaintiff’s original Complaint filed in the Action on or about April 2, 2020, and Plaintiff’s First Amended Complaint filed in the Action on or about May 18, 2020 (collectively Exhibit A hereto).
- (e) “Defense Counsel” or “Counsel for Defendant” is:
 - Robert Yonowitz
ryonowitz@fisherphillips.com
 - Steve Alvarado
salvarado@fisherphillips.com
 - FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152
- (f) “Effective Date” means the date the Court enters the order approving the settlement of the PAGA penalties as described in this Agreement.
- (g) “Plaintiff’s Counsel” is:

- Joshua S. Falakassa
Falakassa Law, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (818) 456-6168

- (h) “Release Period,” “PAGA Period” and “Settlement Period” mean March 31, 2019 through the date of the Court’s approval of this Settlement.
- (i) “Released Claims” means: all claims against the Released Parties that were or could have been asserted in the Action based on the facts and theories set forth in the Complaint including, but not limited to, claims for violation of California Labor Code section 204, and all penalty claims deriving therefrom. The release will only apply to claims under PAGA that arose during the Settlement Period. As to Named Plaintiff, the term “Released Claims” also includes the released claims referenced in Exhibit “C” hereto (general release by Plaintiff).
- (j) “Released Parties” means Defendant and each of its respective attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, co-employers, payroll service providers, staffing agencies, Professional Employer Organizations (“PEO’s”), Administrative Service Organizations (“ASO’s”), insurers, related corporations, and/or privies, both individually and collectively, and any individual or entity which could be jointly liable with Defendant.
- (k) “Settlement Administrator” refers to Phoenix Administrators or such other settlement administrator as may be appointed by the Court.
- (l) “Settlement” or “Agreement” refers to the settlement of the PAGA claim reached by the Parties of the Action embodied herein.

Article II.

Background.

Section 2.01 Background.

- (a) On March 31, 2020, Plaintiff gave notice of PAGA claims to Defendant pursuant to Cal. Lab. Code § 2699.3(a)(1).

- (b) On or about April 2, 2020, Plaintiff filed her original Complaint in the Court, thereby initiating the Action. On or about May 18, 2020, Plaintiff filed a First Amended Complaint. The Action was brought by Plaintiff, on behalf of herself and all aggrieved employees, based on assorted violations of the California Labor Code.
- (c) Subsequently, the Parties engaged in an extensive investigation along with informal discovery. The parties also attended a full day mediation with Steven Pearl. As a result of the mediation, they reached the Settlement.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Allocation of the Settlement Sum.

The Parties will cooperate in obtaining through written stipulation or unopposed motion if a motion is required, an Order from the Court approving the payment of the Settlement Sum as follows:

- i) Plaintiff's Counsel shall request and be paid up to One-Third of the Settlement Sum or Two Hundred Sixteen Thousand and Four Hundred and Fifty Dollars (\$216,450.00) for attorneys' fees. If Plaintiff's counsel's request for such amount is not approved and is reduced by the Court, any amount not approved and/or reduced by the Court will be paid to the Covered Employees and the LWDA. Defendant agrees not to oppose a fee request by Plaintiff's counsel in the foregoing amount.
- ii) Plaintiff's Counsel shall request up to Seven Thousand One Hundred Dollars (\$7,100) of the Settlement Sum as reimbursement of expenses incurred in the Action. If Plaintiff's counsel's request for reimbursement of litigation costs is not approved and is reduced by the Court, any amount not approved and/or reduced by the Court will be added to the Net Settlement Sum. Defendant agrees not to oppose a request for reimbursement of

litigation costs in the foregoing amount.

- iii) Plaintiff's Counsel shall request up to Seven Thousand Five Hundred Dollars (\$7,500) for fees and costs in administering this Settlement, which shall be paid from the Settlement Sum. If the actual fees and costs exceed the stipulated amount, they shall be paid from the Settlement Sum; to the extent they fall below the stipulated amount, they shall be added to the Net Settlement Sum.
- iv) Plaintiff's Counsel shall request Ten Thousand Dollars and Zero Cents (\$10,000) as an incentive award and general release payment to Plaintiff, in consideration for her general release of claims against the Released Parties, and her effort and reputational risk associated with serving as the PAGA representative in this Action. If Plaintiff's request is not approved and is reduced by the Court, any amount not approved and/or reduced by the Court will be added to the Net Settlement Sum. Defendant agrees not to oppose a request for an incentive award and general release payment in the foregoing amount.

The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of the payment of PAGA penalties as described in this Agreement.

Section 3.02 Court Approval.

The Parties will seek to obtain the Court's approval of the payment of PAGA penalties, pursuant to Cal. Lab. Code § 2699(l)(2) and as described in this Agreement, by way of a stipulation or unopposed motion to be filed by Plaintiff's Counsel or as directed by the Court. Plaintiff's Counsel and Defense Counsel will jointly lodge this Agreement with the Court for its approval.

The Court's approval of the payment of the Settlement Sum as described in this Agreement shall be embodied in a written Order.

Section 3.03 Notice to Covered Employees.

(a) Notice.

Notice shall be provided to the Covered Employees in the following manner:

- (1) No later than forty-five (45) days after Effective Date, Defendant shall provide the Settlement Administrator with a list of all Covered Employees ("Covered Employees List"). The Covered Employees' List shall state the first name and last name in separate columns for each Covered Employee; the last known home address for each Covered Employee; each Covered Employee's social security number, the periods of time during the Release Period during which each was employed by the Defendant in California, and each Covered Employee's respective number of pay periods worked for Defendant in California during the Release Period.
- (2) In accord with the provisions of Section 3.04 (a) below respecting the distribution of the Net Settlement Amount, the Settlement Administrator shall mail the Notice of PAGA Settlement (attached hereto as Exhibit B) together with a settlement payment to all Covered Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Settlement that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Covered Employee by using an address refresher database.

Section 3.04 Settlement Payment Procedures.

(a) Deposit of Settlement Sum with Settlement Administrator.

1. Within thirty (30) days of notice of entry of an order by the Court approving this Settlement, defendant will fund with the administrator an amount sufficient to pay for (a) the amounts

set forth in Section 3.01, (i) attorney fees, (ii) Plaintiff's costs of suit, (iii) Administrator's fees and costs; and (iv) Named Plaintiff Enhancement, and (b) the Employee Net Settlement Amount (as that term is defined in Section 3.04(b) below) as well as (c) one third of the LWDA Net Settlement Amount (as that term is defined in Section 3.04(b) below. ("Initial Payment") Such amounts shall then forthwith be distributed by the Settlement Administrator upon the later of: (a) approval of the Settlement is granted by the Superior Court of California for the County of Los Angeles, or other court assuming jurisdiction of this matter; (b) if any timely objections or intervenor requests are filed and not subsequently withdrawn, the 61st day after the Court enters an Order or Judgment approving of this PAGA Settlement; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the material terms of the Settlement; or (d) if no timely objections or intervenor requests are filed, or if all objections and/or interventions are withdrawn, the date upon which the Court enters an order approving the PAGA Settlement.

Defendant will fund the remaining balance of the LWDA Net Settlement Amount (as that term is defined below in Section 3.04(b)) as follows: an additional one-third or \$102,237.50 will be funded within six months after the Initial Payment, and the final one-third or \$102,237.50 will be funded within one year after the Initial Payment, assuming the judgment has not been vacated and no appeal of the judgment has been filed, and be distributed by the Settlement Administrator to the LWDA in a distribution within 15 days of the Defendant's deposit of each installment.

(b) PAGA Payments.

The total sum available for payment of PAGA penalties shall be calculated by deducting Plaintiff's Counsel's fees and costs, the incentive award/general release payment to Plaintiff, and the costs of administration collectively referenced in Section 3.01(i), (ii), (iii) and (iv) from the Settlement Sum (this will yield the "Net Settlement Amount," which is estimated to be approximately Four Hundred Eight Thousand Nine Hundred Fifty Dollars and Zero Cents (\$408,950).

Seventy-five percent (75%) of the Net Settlement Amount (which is estimated to be Three

Hundred Six Thousand Seven Hundred and Twelve Dollars and Fifty Cents (\$306,712.50) shall be paid to the LWDA (the “LWDA Net Settlement Amount”); the remaining twenty-five percent (25%) of the Net Settlement Amount (which is estimated to be One Hundred and Two Thousand Two Hundred and Thirty-Seven Dollars and Fifty Cents (\$102,237.50)) (the “Employee Net Settlement Amount”) shall be paid to Covered Employees based on the following formula.

The Employee Net Settlement Amount shall be divided by the total pay periods worked by all Covered Employees during the Release Period to yield the “Covered Employee Settlement Share Value.” Each Covered Employee shall be paid their individual total pay periods worked for Defendant in California during the Release Period multiplied by the Covered Employee Settlement Share Value.

All payments to Named Plaintiff and Covered Employees shall be treated as penalties for tax purposes, and shall be accompanied by an IRS Form 1099. All Covered Employees who cash or otherwise negotiate their settlement checks may receive an IRS Form 1099 for their portion of the settlement, if deemed required by the Settlement Administrator (in compliance with IRS guidelines).

The settlement checks issued to Covered Employees shall remain valid for one hundred eighty (180) days. Thereafter, all unclaimed funds shall be transmitted to the LWDA.

(c) Settlement Administrator Expenses.

Within fifteen (15) days of receipt of the deposit of the first portion of the Settlement Sum by the Settlement Administrator from Defendant, the Settlement Administrator shall pay itself up to the stipulated and approved amount allocated to it for administration fees and costs.

Section 3.05 Dismissal.

Plaintiff and Defendant will jointly submit an order to be entered by the Court to approve and enforce this Agreement, the Order granting approval of the PAGA penalties, and dismissing the Action with prejudice. The Final Dismissal Order will be submitted concurrently with the documents seeking Court approval of the settlement. Plaintiff’s Counsel confirms by executing

this agreement that they do not presently represent any of the Covered Employees other than the Named Plaintiff.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

Defendant denies liability to Plaintiff and to the Covered Employees upon any claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against it in the Action.

Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in connection with the Agreement.

None of the documents produced or created by Plaintiff or the Covered Employees in connection with the claims procedures or claims resolution procedures constitute, and they are not intended to constitute, an admission by Defendant of any violation of any federal, state, or local

law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Section 4.02 Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Action or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

Section 4.03 Nullification.

- (a) If the Court should for any reason fail to approve the payment of PAGA penalties as described in this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.
- (b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article V.

Release and Waiver of Claims.

Section 5.01 Release.

Upon the approval by the Court of this Settlement, Plaintiff and each Covered Employee shall be deemed to have released the Released Parties from the Released Claims that arose during the Release Period. Additionally, such release by Covered Employees shall be deemed to include unknown claims, and an express waiver and relinquishment all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California which provides:

SECTION 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR

SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

As to Covered Employees, such waiver of Section 1542 shall apply and be limited to the *Released Claims* only. As to Named Plaintiff, such waiver is contained and referenced in her General Release (Exhibit C hereto).

Article VI.

Miscellaneous Provisions.

Section 6.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 6.02 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, Defendant and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 6.03 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Covered Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.04 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.05 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 6.06 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.07 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 6.08 Attorneys' Fees and Costs.

Except as expressly provided herein, Defendant and Plaintiff shall each bear their own attorney's fees and costs.

Section 6.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 6.10 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 6.13 Continuing Jurisdiction.

The Parties agree that upon the occurrence of the dismissal of this case pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Covered Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

Article VII.

Confidentiality

Section 7.01 Confidentiality.

Plaintiff and her Counsel agree that they have not and will not publish the Agreement. In response to any inquiries Plaintiff will state that "the case was resolved and it was resolved confidentially;" Plaintiff's Counsel shall not report the Agreement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Covered Employees or the on their website, and shall not contact any reporters or media regarding the Resolution or its content. However, Plaintiff's attorneys are authorized to make a limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement, including submission of this settlement and the related approval documents. This disclosure is

limited to court filings and electronic submission of settlement documents to the LWDA and neither Plaintiff nor her counsel or representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court.

IN WITNESS WHEREOF, the Parties have executed this Private Attorney General Act Settlement Agreement on the dates set forth below.

APPROVED AND ACCEPTED.

Dated: _____, 2021

3/5/2021

Dated: _____, 2021

For: PLATINUM SECURITY, INC.
By: Michael Farag its President

DocuSigned by:

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Plaintiff AYANNA SIMMONS

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

3/5/2021
Dated: _____, 2021

FALAKASSA LAW, P.C.

DocuSigned by:

15A628B2C5A149C...

By _____
Joshua S. Falakassa
Attorneys for Plaintiff
AYANNA SIMMONS

Dated: _____, 2021

FISHER & PHILLIPS LLP

By _____
Robert Yonowitz
Steve Alvarado
Attorneys for Defendant
PLATINUM SECURITY, INC.

EXHIBIT “A”

SUMMONS (CITACION JUDICIAL)

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

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

PLATINUM SECURITY, INC., a California Corporation; and DOES
1-50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

AYANNA SIMMONS, an individual, on behalf of the State of
California, as a private attorney general, and on behalf all others
similarly situated

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

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

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

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

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

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

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

Los Angeles Superior Court - Stanley Mosk Courthouse
111 N. Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

20STCV13020

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):

Joshua S. Falakassa, Esq., 1901 Avenue of the Stars, Suite 450, Los Angeles, CA 90067, 818-456-6168
Sherri R. Carter Executive Officer / Clerk of Court

DATE: 04/02/2020
(Fecha)

Clerk, by
(Secretario)

N Alvarez

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

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): PLATINUM SECURITY, INC., a California Corporation

under: ☒ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

- ☐ by personal delivery on (date):

FALAKASSA LAW, P.C.

Joshua S. Falakassa, Esq. (SBN 295045)

josh@falakassalaw.com

1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Aggrieved Employees

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

AYANNA SIMMONS, an individual, on behalf
of the State of California, as a private attorney
general, and on behalf all others similarly
situated,

Plaintiffs.

vs.

PLATINUM SECURITY, INC, a California
Corporation; and DOES 1-50, inclusive,

Defendants.

CASE NO.: **20STCV13020**

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*)**

DEMAND FOR JURY TRIAL

UNLIMITED CIVIL CASE

1 Plaintiff Ayanna Simmons ("Plaintiff") on behalf of herself, and all other similarly
2 aggrieved employees, hereby brings this Private Attorneys General Act ("PAGA") Representative
3 Action Complaint ("Complaint") against Defendant Platinum Security, Inc., a California
4 Corporation, and DOES 1 through 50, inclusive (collectively "Defendants"), and on information
5 and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly aggrieved employees hereby
8 brings this Complaint for recovery of civil penalties under California Labor Code §§ 2698 *et. seq.*

9 2. This Court has jurisdiction over Defendants because, upon information and belief,
10 Defendants are citizens of California, Defendants have sufficient minimum contacts in California,
11 or otherwise intentionally avail themselves to the State of California so as to render the exercise of
12 jurisdiction over them by California courts consistent with the traditional notions of fair play and
13 substantial justice.

14 **VENUE**

15 3. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as most of the acts and omissions complained of herein occurred
17 in the County of Los Angeles. Defendants own, maintain offices, transact business, have an agent
18 or agents within the County of Los Angeles, and/or otherwise are found within the County of Los
19 Angeles, and Defendants are within the jurisdiction of this Court for purposes of service of
20 process.

21 **PARTIES**

22 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was and currently is, a California resident. During the one-year immediately preceding
24 Plaintiff giving PAGA Notice to the Labor and Workforce Development Agency ("LWDA") and
25 within the statute of limitations periods applicable to each cause of action pled herein, Defendants
26 employed Plaintiff as an hourly non-exempt employee.

1 5. Defendant Platinum Security, Inc. is a California corporation with its local place of
2 business located at 11300 W. Olympic Blvd., Suite 900 Los Angeles, California 90064. Plaintiff is
3 informed and believes, and based thereon alleges, that during the one years preceding Plaintiff
4 giving PAGA Notice to the LWDA and continuing to the present, Defendants did (and continue to
5 do) business by providing quality private security services across the state of California and within
6 Los Angeles County and the State of California, and therefore, were (and are) doing business in
7 Los Angeles County and the State of California.

8 6. Plaintiff is informed and believed, and thereon alleges, that at all times mentioned
9 herein, Defendants were licensed to do business in California and the County of Los Angeles, and
10 were the employees of Plaintiff and the aggrieved employees.

11 7. Plaintiff does not know the true names or capacities, whether individual, partner, or
12 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
13 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
14 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
15 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
16 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
17 and proximately caused Plaintiff and the aggrieved employees to be subject to the unlawful
18 employment practices, wrongs, injuries and damages complained of herein.

19 8. Plaintiff is informed, and believes, and thereon allege, that at all times mentioned
20 herein, Defendants were and are the employers of Plaintiff and the aggrieved employees.

21 9. At all times herein mentioned, each of said Defendants participated in the doing of
22 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
23 Defendants, and each of them, were the agents, servants, and employees of each and every one of
24 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
25 were acting within the course and scope of said agency and employment. Defendants, and each of
26 them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
27 omissions complained of herein.

28

10. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the aggrieved employees.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

11. Defendants employ over 800 dedicated professionals providing quality private security services across the California. Plaintiff started working for Defendants as a non-exempt employee in September 2019 until her termination in January 2020. Plaintiff was a long-term security guard working out of the California Department of Motor Vehicles headquarters in Sacramento, California. Plaintiff and other aggrieved employees were responsible for various roles in all aspects of Defendants' security business operations.

12. Under Labor Code § 204, California employers are required to pay non-exempt employees on designated paydays at least twice per calendar month. Specifically, Labor Code § 204(a) requires that:

“Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

13. At all relevant times, Defendants' uniform payroll policies/practices failed and continues to fail to timely pay Plaintiff and other aggrieved employees all wages for labor performed in violation of Labor Code § 204. Plaintiff and other aggrieved employees were regularly not paid for all labor performed between the 1st and 15th day of the calendar month before the 26th day. Additionally, for labor performed between 16th and last day of any calendar month, Plaintiff and other aggrieved employees were not paid on or before the 10th day of the following month as required by Labor Code § 204.

14. For instance, for the pay period 10/20/19 to 11/02/19 Platinum Security paid Ms. Simmons on 11/14/19, when she was supposed to be paid no later than 11/10/19. (Attached hereto

1 as **Exhibit "A"** is a true and correct copy of Ms. Simmons' wage statements, which consistently
2 demonstrate late payment of wages.)

3 15. Due to their uniform policies/practices of paying Plaintiff and the other aggrieved
4 employees late, Defendants violated the provisions of Labor Code § 204 and the applicable Wage
5 Orders. Accordingly, through PAGA and to the extent permitted by law, Plaintiff and other
6 aggrieved employees are entitled to recover civil penalties pursuant to Labor Code § 2698.

7 16. As a result of Defendants' violations of Labor Code § 204 and applicable Wage
8 Orders as alleged herein, Defendants also failed to pay Plaintiff and other aggrieved employees all
9 wages owed at their time of separation from employment in violation of Labor Code §§ 201-203.
10 Accordingly, Plaintiff and other aggrieved employees would also be entitled to recover penalties
11 under Labor Code §§ 201-203 and/or § 2698.

12 17. Based on the foregoing, Plaintiff seeks to represent herself and all aggrieved
13 employees, as defined by Labor Code § 2699(c) in order to recover civil penalties paid directly to
14 Plaintiff and other aggrieved employees, as well as additional civil penalties as mandated by Labor
15 Code § 2699(f) and the California Court of Appeals in *Thurman v. Bayshore Management, Inc.*
16 (2012) 203 Ca. App. 4th 1112, 1147.

17 **FIRST CAUSE OF ACTION**

18 **PRIVATE ATTORNEYS GENERAL ACT**

19 *(Plaintiff and Similarly Aggrieved Employees Against All Defendants)*

20 18. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
21 in the preceding paragraphs.

22 19. Defendants have committed several Labor Code violations against Plaintiff and other
23 similarly aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor
24 Code § 2698 *et seq.*, acting on behalf of herself and other similarly aggrieved employees, brings
25 this representative action against Defendants to recover the civil penalties due to Plaintiff, other
26 similarly aggrieved employees, and the State of California according to proof pursuant to Labor
27 Code § 2699 (a) and (f) including, but not limited to (1) \$100 for each initial violation and \$200 for
28

1 each subsequent violation per employee per pay period for those violations of the Labor Code for
2 which no civil penalty is specifically provided based on the following Labor Code violations:

- 3 a. Failing to Pay Plaintiff and other aggrieved employees all wages in a timely
4 manner in violation of Labor Code § 204; and
- 5 b. Failing to compensate Plaintiff and other aggrieved employees with all
6 earnings at their separation of employment in violation of Labor Code §§
7 201-203;

8 20. Plaintiff is currently complying with the procedures for bringing suit specified in
9 California Labor Code § 2699.3. On or about March 31, 2020, Plaintiff notified Defendant Platinum
10 Security, Inc. ("Defendant") via certified mail, and the California Labor and Workforce
11 Development Agency ("LWDA") via its website of Defendant's violations of the California Labor
12 Code § 2698 *et. seq.* with respect to violations of the California Labor Code identified in Paragraph
13 19 (a)-(b). This Complaint will be amended when more than sixty-five (65) days have passed since
14 the notice was mailed to Defendant and the LWDA, if the LWDA chooses not to investigate the
15 allegations herein.

16 21. Plaintiff was compelled to retain the services of counsel to file this court action to
17 protect her interests and the interests of other similarly aggrieved employees, and to assess and
18 collect the civil penalties owed by Defendants. Plaintiff has therefore incurred attorneys' fees and
19 costs, which she is entitled to receive under California Labor Code § 2699.

20 **PRAYER FOR RELIEF**

21 **WHEREFORE**, Plaintiff prays for judgment for himself and for all others on whose
22 behalf this suit is brought against Defendants, as follows:

- 23 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other similarly
24 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
25 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200 for
26 each subsequent violation per employee per pay period for those violations of the Labor Code for
27 which no civil penalty is specifically provided under the Labor Code;

1 2. Prejudgment interest on all due and unpaid wages pursuant to California Labor
2 Code § 218.6 and Civil Code §§ 3287 and 3289;

3 3. On all causes of action, for attorneys' fees and costs as provided by Labor Code
4 §§2698 *et seq.*, and Code of Civil Procedure §1021.5; and

5 4. For such other and further relief, the Court may deem just and proper.

6
7 Dated: March 31, 2020

FALAKSSA LAW, P.C.

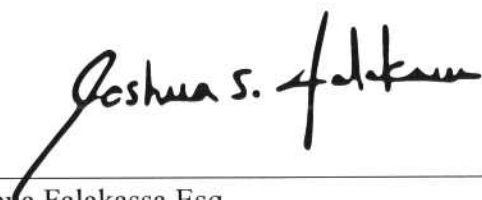
8
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10 By: 
11 Joshua Falakassa Esq.
12 Attorney for Plaintiff and the Aggrieved Employees
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EXHIBIT A

PLATINUM SECURITY INC
11300 W OLYMPIC BLVD STE 900
LOS ANGELES CA 90064-1646

1603-6583
ORG1:CA CA
ORG2:400 Security Gua
EE ID: 13728 DD

AYANNA S SIMMONS
2035 W EL CAMINO AVE
APT433
SACRAMENTO CA 95833

PERSONAL AND CHECK INFORMATION

Ayanna S Simmons
2035 W El Camino Ave
Apt433
Sacramento, CA 95833
Soc Sec #: xxx-xx-xxxx Employee ID: 13728

Home Department: 400 Security Guards / CA CA

Pay Period: 10/20/19 to 11/02/19
Check Date: 11/14/19 Check #: 80613

NET PAY ALLOCATIONS

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Check Amount	0.00	0.00
Chkg 3357	883.84	2148.86
NET PAY	883.84	2148.86

TIME OFF (Based on Policy Year)

DESCRIPTION	AMT TAKEN	TOTAL BAL
Sick	0.00 hrs	24.00 hrs

EARNINGS

DESCRIPTION	HRS/UNITS	RATE	THIS PERIOD (\$)	YTD HOURS	YTD (\$)
Hourly	80.00	13.0400	1043.20	192.00	2503.68
Total Hours	80.00			192.00	
Gross Earnings			1043.20		2503.68
Total Hrs Worked	80.00				

WITHHOLDINGS

DESCRIPTION	FILING STATUS	THIS PERIOD (\$)	YTD (\$)
Social Security		64.68	155.23
Medicare		15.12	36.30
Fed Income Tax	S 2	61.41	122.82
CA Income Tax	SMI2 0 2	7.72	15.44
CA Disability		10.43	25.03
TOTAL		159.36	354.82

NET PAY

THIS PERIOD (\$)	YTD (\$)
883.84	2148.86

PLATINUM SECURITY INC
11300 W OLYMPIC BLVD STE 900
LOS ANGELES CA 90064-1646

1603-6583
ORG1:CA CA
ORG2:400 Security Gua
EE ID: 13728 DD

AYANNA S SIMMONS
2035 W EL CAMINO AVE
APT433
SACRAMENTO CA 95833

PERSONAL AND CHECK INFORMATION

Ayanna S Simmons
2035 W El Camino Ave
Apt433
Sacramento, CA 95833
Soc Sec #: xxx-xx-xxxx Employee ID: 13728

Home Department: 400 Security Guards / CA CA

Pay Period: 11/03/19 to 11/16/19
Check Date: 11/29/19 Check #: 81352

NET PAY ALLOCATIONS

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Check Amount	0.00	0.00
Chkg 3357	881.68	3030.54
NET PAY	881.68	3030.54

TIME OFF (Based on Policy Year)

DESCRIPTION	AMT TAKEN	TOTAL BAL
Sick	0.00 hrs	24.00 hrs

EARNINGS

DESCRIPTION	HRS/UNITS	RATE	THIS PERIOD (\$)	YTD HOURS	YTD (\$)
Hourly	71.78	13.0400	936.01	263.78	3439.69
Holiday	8.00	13.0400	104.32	8.00	104.32
Total Hours	79.78			271.78	
Gross Earnings			1040.33		3544.01
Total Hrs Worked	71.78				

WITHHOLDINGS

DESCRIPTION	FILING STATUS	THIS PERIOD (\$)	YTD (\$)
Social Security		64.50	219.73
Medicare		15.09	51.39
Fed Income Tax	S 2	61.07	183.89
CA Income Tax	SMI2 0 2	7.59	23.03
CA Disability		10.40	35.43
TOTAL		158.65	513.47

NET PAY

THIS PERIOD (\$)	YTD (\$)
881.68	3030.54

PLATINUM SECURITY INC
11300 W OLYMPIC BLVD STE 900
LOS ANGELES CA 90064-1646

1603-6583
ORG1:CA CA
ORG2:400 Security Gua
EE ID: 13728 DD

AYANNA S SIMMONS
2035 W EL CAMINO AVE
APT433
SACRAMENTO CA 95833

PERSONAL AND CHECK INFORMATION

Ayanna S Simmons
2035 W El Camino Ave
Apt433
Sacramento, CA 95833
Soc Sec #: xxx-xx-xxxx Employee ID: 13728

Home Department: 400 Security Guards / CA CA

Pay Period: 11/17/19 to 11/30/19
Check Date: 12/12/19 Check #: 82083

NET PAY ALLOCATIONS

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Check Amount	0.00	0.00
Chkg 3357	922.94	3953.48
NET PAY	922.94	3953.48

TIME OFF (Based on Policy Year)

DESCRIPTION	AMT TAKEN	TOTAL BAL
Sick	0.00 hrs	24.00 hrs

EARNINGS	DESCRIPTION	HRS/UNITS	RATE	THIS PERIOD (\$)	YTD HOURS	YTD (\$)
	Hourly	64.00	13.0400	834.56	327.78	4274.25
	Holiday	8.00	13.0400	104.32	24.00	365.12
	Holiday	8.00	19.5600	156.48		
	Total Hours	80.00			351.78	
	Gross Earnings			1095.36		4639.37
	Total Hrs Worked	64.00				
WITHHOLDINGS	DESCRIPTION	FILING STATUS		THIS PERIOD (\$)		YTD (\$)
	Social Security			67.91		287.64
	Medicare			15.88		67.27
	Fed Income Tax	S 2		67.67		251.56
	CA Income Tax	SMI2 0 2		10.01		33.04
	CA Disability			10.95		46.38
	TOTAL			172.42		685.89
NET PAY				THIS PERIOD (\$) 922.94		YTD (\$) 3953.48

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Falakassa Law, P.C. Joshua S. Falakassa (SBN 295045) 1901 Ave of the Stars # 450 Los Angeles, California TELEPHONE NO.: (818) 456-6168 FAX NO.: (888) 505-0868 ATTORNEY FOR (Name):		FOR COURT USE ONLY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME:		CASE NUMBER: 20STCV13020 JUDGE: DEPT:	
CASE NAME: Ayanna Simmons v. Platinum Security, 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)	

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

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

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

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

4. Number of causes of action (specify): 1

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: 03/31/2020
 Joshua S. Falakassa

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SHORT TITLE Ayanna Simmons v. Platinum Security, Inc.	CASE NUMBER
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

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

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

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

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

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

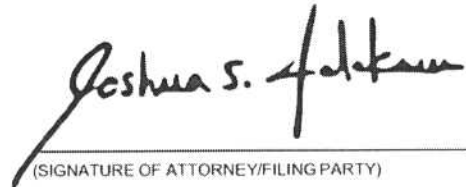
SHORT TITLE: Ayanna Simmons v. Platinum Security, Inc.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: ☒ 1. ☒ 2. ☒ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11.			ADDRESS: 11300 W Olympic Blvd #900
CITY: Los Angeles	STATE: CA	ZIP CODE: 90064	

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: April 2, 2020


 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

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

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 04/02/2020 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>N. Alvarez</u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill 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: 20STCV13020

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE		DEPT	ROOM		ASSIGNED JUDGE		DEPT	ROOM
✓	Malcolm Mackey	55						

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

on 04/02/2020
(Date)

Sherri R. Carter, Executive Officer / Clerk of Court

By N. Alvarez, 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.

FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk

By Rizallinda Mina, Deputy

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

IN RE LOS ANGELES SUPERIOR COURT) FIRST AMENDED GENERAL ORDER
— MANDATORY ELECTRONIC FILING)
FOR CIVIL)

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **"Bookmark"** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **"Efiling Portal"** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **"Electronic Envelope"** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **"Electronic Filing"** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

- 1 e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a
2 person or entity that receives an electronic filing from a party for retransmission to the Court.
3 In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an
4 agent of the Court. (California Rules of Court, rule 2.250(b)(8).)
- 5 f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of
6 Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision
7 (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule
8 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or
9 process attached to or logically associated with an electronic record and executed or adopted
10 by a person with the intent to sign the electronic record.
- 11 g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place
12 in a hypertext or hypermedia document to another in the same or different document.
- 13 h) **“Portable Document Format”** A digital document format that preserves all fonts,
14 formatting, colors and graphics of the original source document, regardless of the application
15 platform used.

16 2) **MANDATORY ELECTRONIC FILING**

17 a) **Trial Court Records**

18 Pursuant to Government Code section 68150, trial court records may be created, maintained,
19 and preserved in electronic format. Any document that the Court receives electronically must
20 be clerically processed and must satisfy all legal filing requirements in order to be filed as an
21 official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

22 b) **Represented Litigants**

23 Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to
24 electronically file documents with the Court through an approved EFSP.

25 c) **Public Notice**

26 The Court has issued a Public Notice with effective dates the Court required parties to
27 electronically file documents through one or more approved EFSPs. Public Notices containing
28 effective dates and the list of EFSPs are available on the Court’s website, at www.lacourt.org.

1 d) Documents in Related Cases

2 Documents in related cases must be electronically filed in the eFiling portal for that case type if
3 electronic filing has been implemented in that case type, regardless of whether the case has
4 been related to a Civil case.

5 3) EXEMPT LITIGANTS

6 a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt
7 from mandatory electronic filing requirements.

8 b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of
9 Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused
10 from filing documents electronically and be permitted to file documents by conventional
11 means if the party shows undue hardship or significant prejudice.

12 4) EXEMPT FILINGS

13 a) The following documents shall not be filed electronically:

- 14 i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of
15 Civil Procedure sections 170.6 or 170.3;
- 16 ii) Bonds/Undertaking documents;
- 17 iii) Trial and Evidentiary Hearing Exhibits
- 18 iv) Any ex parte application that is filed concurrently with a new complaint including those
19 that will be handled by a Writs and Receivers department in the Mosk courthouse; and
- 20 v) Documents submitted conditionally under seal. The actual motion or application shall be
21 electronically filed. A courtesy copy of the electronically filed motion or application to
22 submit documents conditionally under seal must be provided with the documents
23 submitted conditionally under seal.

24 b) Lodgments

25 Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in
26 paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

27 //

28 //

1 **5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES**

2 Electronic filing service providers must obtain and manage registration information for persons
3 and entities electronically filing with the court.

4 **6) TECHNICAL REQUIREMENTS**

5 a) Electronic documents must be electronically filed in PDF, text searchable format when
6 technologically feasible without impairment of the document's image.

7 b) The table of contents for any filing must be bookmarked.

8 c) Electronic documents, including but not limited to, declarations, proofs of service, and
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the
12 bookedmarked item and briefly describe the item.

13 d) Attachments to primary documents must be bookmarked. Examples include, but are not
14 limited to, the following:

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly
23 encouraged.

24 f) Accompanying Documents

25 Each document accompanying a single pleading must be electronically filed as a separate
26 digital PDF document.

27 g) Multiple Documents

28 Multiple documents relating to one case can be uploaded in one envelope transaction.

h) Writs and Abstracts

Writs and Abstracts must be submitted as a separate electronic envelope.

i) Sealed Documents

If and when a judicial officer orders documents to be filed under seal, those documents must be filed electronically (unless exempted under paragraph 4); the burden of accurately designating the documents as sealed at the time of electronic submission is the submitting party's responsibility.

j) Redaction

Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to redact confidential information (such as using initials for names of minors, using the last four digits of a social security number, and using the year for date of birth) so that the information shall not be publicly displayed.

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

i) Any document received electronically by the court between 12:00 am and 11:59:59 pm shall be deemed to have been effectively filed on that court day if accepted for filing. Any document received electronically on a non-court day, is deemed to have been effectively filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code Civ. Proc. § 1010.6(b)(3).)

ii) Notwithstanding any other provision of this order, if a digital document is not filed in due course because of: (1) an interruption in service; (2) a transmission error that is not the fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may order, either on its own motion or by noticed motion submitted with a declaration for Court consideration, that the document be deemed filed and/or that the document's filing date conform to the attempted transmission date.

8) EX PARTE APPLICATIONS

a) Ex parte applications and all documents in support thereof must be electronically filed no later than 10:00 a.m. the court day before the ex parte hearing.

- b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

- a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efile is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.
- b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:
- i) Any printed document required pursuant to a Standing or General Order;
 - ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;
 - iii) Pleadings and motions that include points and authorities;
 - iv) Demurrers;
 - v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
 - vi) Motions for Summary Judgment/Adjudication; and
 - vii) Motions to Compel Further Discovery.
- c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

- a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(1), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)
- b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

1 11) SIGNATURES ON ELECTRONIC FILING

2 For purposes of this General Order, all electronic filings must be in compliance with California
3 Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil
4 Division of the Los Angeles County Superior Court.
5

6 This First Amended General Order supersedes any previous order related to electronic filing,
7 and is effective immediately, and is to remain in effect until otherwise ordered by the Civil
8 Supervising Judge and/or Presiding Judge.

9
10 DATED: May 3, 2019



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KEVIN C. BRAZILE
Presiding Judge

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

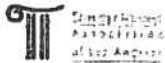


Superior Court of California
County of Los Angeles



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 or File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – DISCOVERY RESOLUTION			CASE NUMBER:

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

The parties agree that:

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

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

SHORT TITLE	CASE NUMBER
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

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)

Y _____
(ATTORNEY FOR PLAINTIFF)

Y _____
(ATTORNEY FOR DEFENDANT)

Y _____
(ATTORNEY FOR DEFENDANT)

Y _____
(ATTORNEY FOR DEFENDANT)

Y _____
(ATTORNEY FOR _____)

Y _____
(ATTORNEY FOR _____)

Y _____
(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Court of the Parties
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

DEBIT BILL	CASE NUMBER
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lascourt.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 § 88816(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.lascourt.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:

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

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		ESTATE 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:			
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			CASE NUMBER

1. This document relates to:

☐
☐

Request for Informal Discovery Conference
 Answer to Request for Informal Discovery Conference

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

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

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

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

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

The parties agree that:

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

SHORT TITLE	CASE NUMBER
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

(ATTORNEY FOR _____)

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>

1 **FALAKASSA LAW, P.C.**

2 Joshua S. Falakassa, Esq. (Bar No. 295045)

3 *josh@falakassalaw.com*

4 1901 Avenue of the Stars, Suite 450

5 Los Angeles, California 90067

6 Tel: (818) 456-6168; Fax: (888) 505-0868

7 Attorneys for Plaintiff and the Aggrieved Employees

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 AYANNA SIMMONS, an individual, on
12 behalf of the State of California, as a private
13 attorney general, and on behalf all others
14 similarly situated,

15 Plaintiff,

16 v.

17 PLATINUM SECURITY, INC, a California
18 Corporation; and DOES 1-50, inclusive,

19 Defendants.

CASE NO.: 20STCV13020

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*)**

DEMAND FOR JURY TRIAL

UNLIMITED CIVIL CASE

1 Plaintiff Ayanna Simmons (“Plaintiff”) on behalf of herself, and all other similarly aggrieved
2 employees, hereby brings this First Amended Private Attorneys General Act (“PAGA”)
3 Representative Action Complaint (“Complaint”) against Defendant Platinum Security, Inc., a
4 California Corporation, and DOES 1 through 50, inclusive (collectively “Defendants”), and on
5 information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly aggrieved employees hereby
8 brings this Complaint for recovery of civil penalties under California Labor Code §§ 2698 *et. seq.*

9 2. This Court has jurisdiction over Defendants because, upon information and belief,
10 Defendants are citizens of California, Defendants have sufficient minimum contacts in California,
11 or otherwise intentionally avail themselves to the State of California so as to render the exercise of
12 jurisdiction over them by California courts consistent with the traditional notions of fair play and
13 substantial justice.

14 **VENUE**

15 3. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
16 §§ 395(a) and 395.5, as most of the acts and omissions complained of herein occurred in the County
17 of Los Angeles. Defendants own, maintain offices, transact business, have an agent or agents within
18 the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and
19 Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is, a California resident. During the one-year immediately preceding
23 Plaintiff giving PAGA Notice to the Labor and Workforce Development Agency (“LWDA”) and
24 within the statute of limitations periods applicable to each cause of action pled herein, Defendants
25 employed Plaintiff as an hourly non-exempt employee.

26 5. Defendant Platinum Security, Inc. is a California corporation with its local place of
27 business located at 11300 W. Olympic Blvd., Suite 900 Los Angeles, California 90064. Plaintiff is
28

1 informed and believes, and based thereon alleges, that during the one years preceding Plaintiff
2 giving PAGA Notice to the LWDA and continuing to the present, Defendants did (and continue to
3 do) business by providing quality private security services across the state of California and within
4 Los Angeles County and the State of California, and therefore, were (and are) doing business in Los
5 Angeles County and the State of California.

6 6. Plaintiff is informed and believed, and thereon alleges, that at all times mentioned
7 herein, Defendants were licensed to do business in California and the County of Los Angeles, and
8 were the employees of Plaintiff and the aggrieved employees.

9 7. Plaintiff does not know the true names or capacities, whether individual, partner, or
10 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
11 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
12 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
13 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
14 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
15 and proximately caused Plaintiff and the aggrieved employees to be subject to the unlawful
16 employment practices, wrongs, injuries and damages complained of herein.

17 8. Plaintiff is informed, and believes, and thereon allege, that at all times mentioned
18 herein, Defendants were and are the employers of Plaintiff and the aggrieved employees.

19 9. At all times herein mentioned, each of said Defendants participated in the doing of
20 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
21 Defendants, and each of them, were the agents, servants, and employees of each and every one of
22 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were
23 acting within the course and scope of said agency and employment. Defendants, and each of them,
24 approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions
25 complained of herein.

26 10. At all times mentioned herein, Defendants, and each of them, were members of and
27 engaged in a joint venture, partnership, and common enterprise, and acting within the course and
28

1 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
2 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
3 aggrieved employees.

4 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

5 11. Defendants employ at least 800 dedicated professionals and staff providing quality
6 private security services across California. Plaintiff started working for Defendants as a non-exempt
7 employee in September 2019 until her termination in January 2020. Plaintiff was a security guard
8 working out of the California Department of Motor Vehicles headquarters in Sacramento,
9 California. Plaintiff and other aggrieved employees were responsible for various roles in all aspects
10 of Defendants' security business operations. Plaintiff brings this a representative action on behalf
11 of herself, the State of California and the following group of "aggrieved employees":

12 All hourly non-exempt employees who work or worked for Platinum
13 Security, Inc. in California, during the one year immediately preceding
14 the filing of the Notice Letter and through the date of trial. ("aggrieved
employees")

15 12. At all relevant times, Defendants paid Plaintiff and other aggrieved employees on a
16 biweekly basis. Under Labor Code § 204(d), for the payment of wages for "weekly, biweekly, or
17 semimonthly payroll" California employers are required to pay non-exempt employees not more
18 than seven (7) calendar days following the close of the payroll period.

19 13. At all relevant times, Defendants' uniform payroll policies/practices failed and
20 continues to fail to timely pay Plaintiff and other aggrieved employees in violation of Labor Code
21 § 204. Plaintiff and other aggrieved employees were routinely paid on a "weekly, biweekly, or
22 semimonthly" payroll, but Defendants regularly failed to pay all wages within 7 calendar days of
the close of the payroll period.

23 14. For instance, for the pay period 10/20/19 to 11/02/19 Defendants paid Plaintiff on
24 11/14/19, 12 calendar days after the close of the payroll period. (Attached hereto as **Exhibit "A"** is
25 a true and correct copy of Plaintiff's wage statements, which consistently demonstrate late payment
26 of wages in violation of Labor Code § 204(d)).
27
28

1 15. Labor Code § 204 “pertains to the timing of wage payments” and serves a very
2 important public policy objective. “It has long been recognized that wages are not ordinary debts, .
3 . . and that, because of the economic position of the average worker and, in particular, his
4 dependence on wages for the necessities of life for himself and his family, it is essential to the public
5 welfare that he receive his pay when it is due.” (*See also In re Trombley* (1948) 31 Cal. 2d 801, 810-
6 11 (citing *In re Moffett* (1937) 19 Cal.App.2d 7, 19). The penalties for violating Labor Code § 204
7 are set forth in Labor Code section 210(a) as follows: [E]very person who fails to pay the wages of
8 each employee as provided in Sections . . . 204 . . . shall be subject to a civil penalty as follows: (1)
9 For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For
10 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
11 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

12 16. Due to their uniform policies/practices of paying Plaintiff and the other aggrieved
13 employees late, Defendants violated the provisions of Labor Code § 204 and the applicable Wage
14 Orders. Accordingly, through PAGA and to the extent permitted by law, Plaintiff and other
15 aggrieved employees are entitled to recover civil penalties pursuant to Labor Code §§ 204, 210(a),
16 and 2698.

17 17. As a result of Defendants’ violations of Labor Code § 204 and applicable Wage
18 Orders as alleged herein, Defendants also failed to pay Plaintiff and other aggrieved employees all
19 wages owed at their time of separation from employment in violation of Labor Code §§ 201-203.
20 Accordingly, Plaintiff and other aggrieved employees would also be entitled to recover penalties
21 under Labor Code §§ 201-203 and/or § 2698.

22 18. Based on the foregoing, Plaintiff seeks to represent herself and all aggrieved
23 employees, as defined by Labor Code § 2699(c) in order to recover civil penalties paid directly to
24 Plaintiff and other aggrieved employees, as well as additional civil penalties as mandated by Labor
25 Code § 2699(f) and the California Court of Appeals in *Thurman v. Bayshore Management, Inc.*
26 (2012) 203 Ca. App. 4th 1112, 1147.

27 ///

FIRST CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Plaintiff and Similarly Aggrieved Employees Against All Defendants)

19. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

20. Defendants have committed several Labor Code violations against Plaintiff and other similarly aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other similarly aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other similarly aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to (1) \$100 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided based on the following Labor Code violations:

- a. Failing to Pay Plaintiff and other aggrieved employees all wages in a timely manner in violation of Labor Code § 204; and
- b. Failing to compensate Plaintiff and other aggrieved employees with all earnings at their separation of employment in violation of Labor Code §§ 201-203;

21. Plaintiff is currently complying with the procedures for bringing suit specified in California Labor Code § 2699.3. On or about March 31, 2020, Plaintiff notified Defendant Platinum Security, Inc. (“Defendant”) via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website of Defendant’s violations of the California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 20 (a)-(b). On or about May 16, 2020, Plaintiff filed an amended PAGA Notice further clarifying the violations alleged herein. This Complaint will be amended when more than sixty-five (65) days have passed since the notice was mailed to Defendant and the LWDA, if the LWDA chooses not to investigate the allegations herein.

22. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has therefore incurred attorneys' fees and costs, which she is entitled to receive under California Labor Code § 2699.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other similarly aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided under the Labor Code;

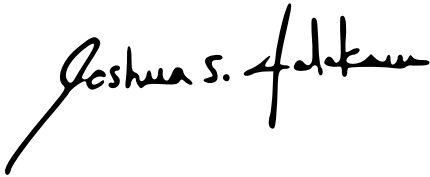
2. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

3. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§2698 *et seq.*, and Code of Civil Procedure §1021.5; and

4. For such other and further relief, the Court may deem just and proper.

Dated: May 16, 2020

FALAKSSA LAW, P.C.

By: 

Joshua Falakassa Esq.

Attorney for Plaintiff and the Aggrieved Employees

EXHIBIT A

PLATINUM SECURITY INC
11300 W OLYMPIC BLVD STE 900
LOS ANGELES CA 90064-1646

1603-6583
ORG1:CA CA
ORG2:400 Security Gua
EE ID: 13728 DD

AYANNA S SIMMONS
2035 W EL CAMINO AVE
APT433
SACRAMENTO CA 95833

Payroll by Paychex, Inc.

Payroll by Paychex, Inc.

AYANNA S SIMMONS

PERSONAL AND CHECK INFORMATION Ayanna S Simmons 2035 W El Camino Ave Apt433 Sacramento, CA 95833 Soc Sec #: xxx-xx-xxxx Employee ID: 13728 Home Department: 400 Security Guards / CA CA Pay Period: 11/03/19 to 11/16/19 Check Date: 11/29/19 Check #: 81352			EARNINGS						
			DESCRIPTION	HRS/UNITS	RATE	THIS PERIOD (\$)	YTD HOURS	YTD (\$)	
			Hourly	71.78	13.0400	936.01	263.78	3439.69	
			Holiday	8.00	13.0400	104.32	8.00	104.32	
			Total Hours	79.78			271.78		
			Gross Earnings			1040.33		3544.01	
			Total Hrs Worked	71.78					
			WITHHOLDINGS						
			DESCRIPTION	FILING STATUS		THIS PERIOD (\$)		YTD (\$)	
			Social Security			64.50		219.73	
			Medicare			15.09		51.39	
			Fed Income Tax	S 2		61.07		183.89	
			CA Income Tax	SMI2 0 2		7.59		23.03	
			CA Disability			10.40		35.43	
			TOTAL			158.65		513.47	
NET PAY ALLOCATIONS									
DESCRIPTION	THIS PERIOD (\$)	YTD (\$)							
Check Amount	0.00	0.00							
Chkg 3357	881.68	3030.54							
NET PAY	881.68	3030.54							
TIME OFF (Based on Policy Year)									
DESCRIPTION	AMTTAKEN	TOTALBAL							
Sick	0.00 hrs	24.00 hrs							
			NET PAY		THIS PERIOD (\$)		YTD (\$)		
					881.68		3030.54		

Payroll by Paychex, Inc.

PLATINUM SECURITY INC
11300 W OLYMPIC BLVD STE 900
LOS ANGELES CA 90064-1646

1603-6583
ORG1:CA CA
ORG2:400 Security Gua
EE ID: 13728 DD

AYANNA S SIMMONS
2035 W EL CAMINO AVE
APT433
SACRAMENTO CA 95833

PERSONAL AND CHECK INFORMATION Ayanna S Simmons 2035 W El Camino Ave Apt433 Sacramento, CA 95833 Soc Sec #: xxx-xx-xxxx Employee ID: 13728 Home Department: 400 Security Guards / CA CA Pay Period: 11/17/19 to 11/30/19 Check Date: 12/12/19 Check #: 82083			EARNINGS					
			DESCRIPTION	HRS/UNITS	RATE	THIS PERIOD (\$)	YTD HOURS	YTD (\$)
			Hourly	64.00	13.0400	834.56	327.78	4274.25
			Holiday	8.00	13.0400	104.32	24.00	365.12
			Holiday	8.00	19.5600	156.48		
			Total Hours	80.00			351.78	
			Gross Earnings			1095.36		4639.37
			Total Hrs Worked	64.00				
			WITHHOLDINGS		DESCRIPTION	FILING STATUS	THIS PERIOD (\$)	YTD (\$)
					Social Security		67.91	287.64
					Medicare		15.88	67.27
					Fed Income Tax	S 2	67.67	251.56
					CA Income Tax	SM12 0 2	10.01	33.04
					CA Disability		10.95	46.38
					TOTAL		172.42	685.89
NET PAY ALLOCATIONS								
DESCRIPTION	THIS PERIOD (\$)	YTD (\$)						
Check Amount	0.00	0.00						
Chkg 3357	922.94	3953.48						
NET PAY	922.94	3953.48						
TIME OFF (Based on Policy Year)								
DESCRIPTION	AMT TAKEN	TOTAL BAL						
Sick	0.00 hrs	24.00 hrs						
			NET PAY		THIS PERIOD (\$)		YTD (\$)	
					922.94		3953.48	

Payrolls by Paychex, Inc

EXHIBIT “B”

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

*This is NOT a solicitation.
This is NOT a lawsuit against you and you are NOT being sued.*

NOTICE OF SETTLED REPRESENTATIVE ACTION

If you were employed by Platinum Security, Inc. as an hourly worker between March 31, 2019, and _____, 2021, then you are receiving money from a representative action settlement.

PLEASE READ THIS NOTICE CAREFULLY!

I. What is the Purpose of this Settlement?

The purpose of this notice is to let you know that there was a representative action lawsuit that settled in the Superior Court of California for the County of Los Angeles (the “Court”), and you are considered to be an Aggrieved Employee. The lawsuit was filed by a former employee of Platinum Security, Inc. named Ayanna Simmons (“Plaintiff”) in the Court. On _____, 2021, a Judge of the Court approved the Settlement of the Lawsuit entitled *Ayanna Simmons v. Platinum Security, Inc.*, Cal. Sup. Ct. (Los Angeles) Case No. 20STCV13020

II. What is the Position of Platinum Security, Inc. on Settlement?

Defendant Platinum Security, Inc. (“Defendant”) views this settlement as a compromise, to which it has agreed in order to avoid the uncertainty of litigation. Defendant is not admitting to any allegations in the case, and in fact and denies that any of its practices at issue in this lawsuit were or are unlawful.

III. Why Did I Get this Notice?

You received this notice because Defendant’s records identify you as an Aggrieved Employee. Specifically, an “Aggrieved Employee” is defined as follows: all hourly employees employed by Platinum Security, Inc. at any time between March 31, 2019 and _____.

IV. Who Are the Parties in this Representative Action?

This lawsuit was filed against Defendant. Plaintiff, a former employee, brought the action on behalf of herself and all Aggrieved Employees, as that term is defined above.

V. What is the Settlement?

Defendant has agreed to pay a Settlement Sum of \$650,000. This sum includes the following: (1) fees for claims administration, which are approximately \$7,500, (2) the Labor Workforce Development Agency Payment of \$306,712.50, (3) an incentive award/general release payment of \$10,000 to Plaintiff Ayanna Simmons, and (4) Plaintiff’s attorneys’ fees in the amount \$216,450.00 (i.e., 33% of the Settlement Sum) and actual litigation costs of up to \$7,100.00. Each of these amounts was approved by the Court on _____, 2021.

After the deduction of the Court-approved expenses from the Settlement Sum, the remaining sum (“Employee Net Settlement Amount”) will be available to pay Aggrieved Employees. Each Aggrieved Employee is receiving

a share that is based on the total number of pay periods the individual Aggrieved Employee worked for Defendant during the time period from March 31, 2019 and _____ (the "Release Period").

The amount paid to each Aggrieved Employee will be allocated 100% to penalties and will be reported on an IRS Form 1099. The Parties agree that all Aggrieved Employees who receive payment pursuant to this settlement will be responsible for any and all tax obligations associated with such receipt. **You will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes that may be due on the payment you receive. Neither Counsel for Plaintiff, Counsel for Defendant, nor the Settlement Administrator may legally provide you with advice regarding the tax implications of the receipt of this settlement payment.**

VI. What is the Effect of this Settlement on My Rights?

Each Aggrieved Employee is releasing Released Claims (defined below) against the "Released Parties". The "Released Parties" are Defendant and each of its respective attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, co-employers, payroll service providers, staffing agencies, Professional Employer Organizations ("PEO's"), Administrative Service Organizations ("ASO's"), insurers, related corporations, and/or privies, both individually and collectively, and any individual or entity which could be jointly liable with Defendant.

The "Released Claims" are all claims against the Released Parties that were or could have been asserted in the Action based on the facts and theories set forth in the Complaint including, but not limited to, claims for violation of California Labor Code section 204, and all penalty claims deriving therefrom. The release will only apply to claims under PAGA that arose during the Settlement Period.

VII. Why Does the Labor Workforce Development Agency Receive Any Money?

PAGA allows private citizens to act on behalf of the State of California and recover civil penalties for violations of California's Labor Code. Seventy-five percent (75%) of any such recovery must be given to the State by law. Without PAGA, Plaintiff would not have been able to bring this action on behalf of the Aggrieved Employees. In the present case, the Settlement provides that \$306,712.50 be paid to the State as its share of the penalties recovered in this case.

VIII. How Much Did it Cost to Administer the Settlement?

It cost approximately \$7,500, for the Settlement Administrator to fully administer the settlement.

IX. Who is the Settlement Administrator?

The Settlement Administrator is an independent third party selected by Plaintiff and the Defendant to send this notice, process and issue settlement checks, and otherwise administer the settlement. The Court has approved _____ to be the Settlement Administrator in this case. You may contact the Settlement Administrator to provide updated contact information, make corrections regarding your employment information at the Company, or ask questions regarding the processing of settlement awards. You may contact the Settlement Administrator at:

Platinum Security, Inc.
c/o _____

FAX NUMBER: _____

EMAIL: _____

X. Who Can I Contact if I Have Any Questions?

You can contact the Settlement Administrator for this representative action settlement at _____.
Ask about the *Platinum Security Settlement*.

**IMPORTANT: PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS SETTLEMENT
OR THE CLAIM PROCESS.**

EXHIBIT “C”

GENERAL RELEASE BY NAMED PLAINTIFF

This general release agreement (hereinafter, the “General Release”) is made and entered into by and between Defendant Platinum Security, Inc. (hereinafter, “Defendant”), on the one hand, and Named Plaintiff Ayanna Simmons (“Named Plaintiff”), on the other (collectively, the “Parties”). In consideration of and exchange for the promises, covenants, and releases contained herein, the Parties agree as follows.

All specifically-defined terms and phrases in the “PAGA Settlement Agreement” to which this General Release is attached as “Exhibit C” shall have the same meaning herein as in such PAGA Settlement Agreement.

1. No Admission of Liability. It is understood and agreed by the Parties that this Agreement shall not be construed to be an admission of any liability or obligation owed by Defendants, Named Plaintiff, and each of them and/or any other person.

2. Consideration. In consideration of, and exchange for the promises, covenants, and releases contained herein and in the PAGA Settlement Agreement, including Named Plaintiff’s role as PAGA representative in the Action, and subject to approval of the Settlement by the Court, Defendants and Named Plaintiff agree to the terms set forth herein. Named Plaintiff hereby acknowledges and agrees that the incentive award/general release payment referenced in Section 3.01(iv) of the Agreement, along with the other terms agreed to by Defendants in the Agreement, shall serve as consideration for this General Release, regardless of whether the Court approves such incentive award in the amount set forth in the Agreement. Named Plaintiff and Plaintiff’s Counsel further acknowledge and agree that they are not owed any additional consideration pursuant to this General Release, including for attorney fees and costs, interest, penalties, or any other amounts, other than as provided in the Agreement. Named Plaintiff further acknowledges and agrees that the amount of consideration provided in this section is not otherwise owed by the Defendants and that Named Plaintiff would not otherwise be entitled to the amounts set forth in this section were it not for her covenants, promises, and releases set forth hereunder. The consideration provided herein shall not prevent Named Plaintiff from receiving any payment she

would separately be entitled to receive under the Agreement as an Aggrieved Employee. Named Plaintiff further acknowledges and agrees that she has received all compensation due and payable from Defendant and that nothing further is owed by Defendant, once Named Plaintiff receives the consideration set forth herein.

3. Release by Named Plaintiff. Subject to the Court's approval of the PAGA Settlement Agreement, Named Plaintiff agrees on behalf of herself, and her respective heirs, executors, administrators, successors, assigns, and lawyers to release and discharge Defendant and its respective attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, co-employers, payroll service providers, staffing agencies, Professional Employer Organizations ("PEO's"), Administrative Service Organizations ("ASO's"), insurers, related corporations, and/or privies, both individually and collectively, and any individual or entity which could be jointly liable with Defendant (referred to as the "Released Parties") from any and all claims, debts, promises, agreements, actions, causes of action, suits, claims, liens, penalties, interest, demands, damages, controversies, attorneys' fees, costs of suit, losses, expenses, and liabilities (based upon any legal or equitable theory, whether contractual, common law, statutory, federal, state or otherwise) of every nature whatsoever, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, filed or unfiled, arising prior to the date Named Plaintiff executes the Agreement, or arising out of or in connection with Named Plaintiff's employment with Defendant. Such released claims shall be known as the "Released Claims." The Released Claims include, but are not limited to, all claims arising directly or indirectly from Named Plaintiff's employment; or claims or demands related to Named Plaintiff's performance of services, including but not limited to claims arising under federal, state or local law or cause of action, including, but not limited to, unpaid wages (straight time, overtime, bonuses, vacation, wage premiums; other wages); breach of contract; breach of the implied covenant of good faith and fair dealing; infliction of emotional harm; wrongful or retaliatory discharge; harassment, discrimination, or other violation of public

policy; defamation and impairment of economic opportunity; violation of the California Fair Employment and Housing Act, the California Labor Code, the California Business and Professions Code, the California Constitution; and any claims for violation of the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans With Disabilities Act of 1990. Notwithstanding the foregoing, the Released Claims shall not include any claims that cannot be released as a matter of law, including without limitation, any workers' compensation claims by Named Plaintiff against Defendant.

4. Waiver of Section 1542. Named Plaintiff hereby states that it is her intention in executing the Agreement that the same shall be effective as a bar to each and every claim, demand, causes of action, obligation, damage, liability, charge, attorneys' fees and costs hereinabove released. Named Plaintiff hereby expressly waives and relinquishes all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California which provides:

SECTION 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5. Agreement to Dismiss All Claims. Because the intent of this Agreement is to bring to an end all claims, controversies, and causes of action Named Plaintiff may have or claim to have against the Released Parties, Named Plaintiff agrees, as part of, and consistent with, the Agreement set forth above, to request the dismissal with prejudice of the Action in its entirety and to abandon and/or dismiss with prejudice any other individual claim, proceeding, or cause of action that may be contemplated, filed, or pending in any forum, against the any of the Released Parties; provided however, that Named Plaintiff will be permitted to participate in the Action for which she is appointed class representative for purposes of effecting the aforementioned Joint Stipulation of Settlement. This Agreement is subject to the Court's approval of the PAGA Settlement Agreement and will have no force and effect absent that approval.

6. Binding Nature. This General Release, and all the terms and provisions contained herein, shall bind the heirs, personal representatives, successors and assigns of each Party, and inure to the benefit of each Party, its agents, directors, officers, employees, servants, successors, and assigns.

7. Construction. This Agreement shall not be construed in favor of one party or against the other.

8. Partial Invalidity. Should any portion, word, clause, phrase, sentence, section, or paragraph of this General Release be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

9. Compliance with Terms. The failure to insist upon compliance with any term, covenant or condition contained in this General Release shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

10. Costs. The Parties agree that in the event any party breaches any provision of this General Release, the breaching party shall pay all costs and attorney's fees incurred in conjunction with enforcement of this General Release.

11. Governing Law and Jurisdiction. This General Release shall be interpreted under the law of the State of California, both as to interpretation and performance.

12. Section Headings. The section and paragraph headings contained in this General Release are for reference purposes only and shall not affect in any way the meaning or interpretation of this General Release.