

Superior Court of California
County of Los Angeles
111 North Hill Street
Los Angeles, CA 90012

Receipt ST-2020-0303688.1
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CASE # 20STCV18429

GENESIS LOPEZ, et al. vs NULINK

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

Case Total:	<u>1,435.00</u>
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Check #: 8942	1,435.00
618760	<u>1,435.00</u>
Total Paid:	
Change	0.00

Balance :	0.00
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SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

NULINK DISTRIBUTION, INC. a corporation; and DOES 1-20, inclusive,

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

GENESIS LOPEZ and ANTHONY CAMACHO, individually and on behalf of all others similarly situated,

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

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

MAY 12 2020

Sherri R. Carter, Executive Officer/Clerk of Court

By Steven Drew, Deputy

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

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

The name and address of the court is:

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

Stanley Mosk Courthouse - Central District
111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número de caso)

20STCV18429

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

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

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

DATE: **MAY 12 2020**
(Fecha)

Sherri R. Carter, Clerk

Clerk, by
(Secretario)

STEVEN DREW

, Deputy
(Adjunto)

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

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

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

Caspar Jivalagian, Esq., State Bar No.: 282818
Vache A. Thomassian, Esq., State Bar No. 289053
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230 N. Maryland Avenue, Suite 306
Glendale, CA 91206
Telephone: 818-425-1437

Attorneys for Plaintiffs Genesis Lopez and Anthony
Camacho on behalf of themselves and all others similarly
situated

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

**GENESIS LOPEZ and ANTHONY
CAMACHO**, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

NULINK DISTRIBUTION, INC. a corporation;
and **DOES 1-20**, inclusive,

Defendants.

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

MAY 12 2020

Sherri R. Carter, Executive Officer/Clerk of Court

By Steven Drew, Deputy

Case No.: **20STCV18429**

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

1. Failure to Pay Minimum Wage (Labor §§ 558, 1194 *et seq.*, 1197, 1197.1, 1198, IWC Wage Order)
2. Failure to Pay Overtime Wages (Labor Code §§ 510, 558, 1194 *et seq.*, 1197.1, 1198, IWC Wage Order);
3. Failure to Provide Meal Periods (California Labor Code §§ 226.7 and 512(a));
4. Failure to Provide Rest Periods (California Labor Code § 226.7);
5. Failure to Furnish Accurate Wage Statements (California Labor Code § 226);
6. Waiting Time Penalties (California Labor Code §§ 201-203);
7. Failure to Reimburse for Business Expenditures and Losses (Labor Code § 2802);
8. Unfair Business Practices (Business and Professions Code §§ 17200, *et seq.*); and
9. Civil Penalties Under the Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*).

JURY TRIAL REQUESTED

Plaintiffs Genesis Lopez and Anthony Camacho bring this action on behalf of themselves, on behalf of all other similarly-situated members of the public, and on behalf of aggrieved employees pursuant to the California Private Attorneys General Act, and allege the following:

I. INTRODUCTION

1. Plaintiffs Genesis Lopez and Anthony Camacho (collectively, "Plaintiffs") bring this class action and representative action to remedy wage-and-hour violations by Defendant Nulink Distribution, Inc. and Does 1 through 20 (collectively, the "Defendants"). For at least four years prior to the filing of this Complaint and through the present, Defendants have engaged in a uniform policy and systematic scheme of wage abuse against Plaintiffs and other non-exempt employees of Defendants in violation of applicable California laws, including, without limitation, failing to provide meal and rest breaks, failing to pay minimum and overtime wages, failing to furnish Plaintiffs and other employees with accurate, itemized wage statements, and failing to pay all earned wages upon separation of employment.

II. THE PARTIES

2. **Defendant Nulink Distribution, Inc.** ("Nulink") operates a warehouse located in Gardena, California and conducted and continues to conduct substantial business in the state of California. At all times mentioned herein, Defendant Nulink was and is an employer covered by the California Labor Code and the California Industrial Welfare Commission Wage Orders.

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

4. At all times herein relevant, Defendant Nulink and the Doe Defendants, and each of them, were the agents, partners, joint-venturers, joint employers, alter-egos, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at times relevant hereto were acting with the course and scope of their authority as such agents, partners, joint-venturers, joint employers, alter-egos, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, and all Nulink or omissions alleged herein were duly committed with the

1 ratification, knowledge, permission, encouragement, authorization, and consent of each Defendant
2 designated herein. Plaintiffs are informed and believe, and based thereon allege that the Nulink of
3 each Defendants are legally attributable to the other Defendants.

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

9 6. **Plaintiff Genesis Lopez** was employed by Defendants as an office clerk from October
10 26, 2018 to November 6, 2019 in Gardena, California. At all times relevant to this Complaint,
11 Defendants employed Plaintiff Lopez as a non-exempt employee and Defendants paid Plaintiff in
12 whole or in part on an hourly basis. Plaintiff Lopez is an individual residing in the County of Los
13 Angeles, California.

14 7. **Plaintiff Anthony Camacho** was employed by Defendants as a warehouse worker from
15 April 18, 2019 to October 18, 2019 in Gardena, California. At all times relevant to this Complaint,
16 Defendants employed Plaintiff as a non-exempt employee and Defendants paid Plaintiff in whole or
17 in part on an hourly basis. Plaintiff Camacho is an individual residing in the County of Los Angeles,
18 California.

19 8. Plaintiffs bring this class action on behalf of themselves and a **Class**, defined as: All
20 current and former persons employed by Defendants in California as non-exempt employees at any
21 time during the period beginning four years prior to the filing of this Complaint and ending on the
22 date as determined by the Court (the "Class Period").

23 9. At all times relevant to this Complaint, Defendants exercised control over the wages,
24 hours, and working conditions of Plaintiffs and other Class members; suffered and permitted
25 Plaintiffs and other Class members to work; and otherwise engaged Plaintiffs and other Class
26 members to work, so as to create an employer-employee relationship between Defendants and
27 Plaintiffs and other Class members. At all relevant times, Defendants were "employers" of Plaintiffs
28

1 within the meaning of all applicable California state laws.

2 **III. JURISDICTION AND VENUE**

3 10. This class action is brought pursuant to California Code of Civil Procedure § 382. The
4 monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the
5 Superior Court and will be established according to proof at trial.

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

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

17 13. Venue is proper in this Court, because Plaintiffs were employed by Defendants in the
18 County of Los Angeles, and Defendants transact business in the County of Los Angeles, including
19 offering its services and operating work locations in the County.

20 **IV. FACTUAL BACKGROUND**

21 14. At all relevant times set forth in this Complaint, Defendants employed Plaintiffs and
22 other Class members as hourly, non-exempt employees.

23 15. Plaintiffs and each member of the Class were covered under one or more IWC Wage
24 Orders, the California Labor Code provisions relating to wage-and-hour laws, and other applicable
25 wage orders, regulations, and statutes, which imposed an obligation on the part of Defendants, among
26 other things, to provide uninterrupted meal and rest periods, to pay overtime wages, to pay wages for
27 all hours worked, to pay all wages due at separation of employment, not to deduct business-related
28

1 expenses from Plaintiffs' wages, and to provide accurate wage statements.

2 16. Plaintiffs are informed and believe, and based thereon allege that Defendants engaged
3 in a uniform policy and systematic scheme of wage abuse against its non-exempt employees,
4 including, without limitation, depriving their employees of uninterrupted thirty-minute meal periods
5 for work periods of at least five hours; depriving their employees of ten-minute rest periods for work
6 periods of four hours or major fractions; failing to compensate employees for all hours worked,
7 including overtime wages; failing to provide timely, accurate itemized wage statements; unlawfully
8 deducting business-related expenses from wages; and failing to pay, within the time constraints
9 imposed by applicable laws, all earned compensation at separation of employment.

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

24 18. Plaintiffs are informed and believe, and based thereon allege that Defendants failed to
25 provide Plaintiffs and the other Class members rest periods of at least ten minutes per four hours
26 worked, or major fraction thereof, and failed to pay Plaintiffs and other Class members one hour of
27 additional wages at Plaintiffs' and other Class members' regular rate of pay when a rest break was not
28

1 provided during the Class Period. Defendant had no policy, procedure, or practice for Plaintiffs and
2 other Class members to report missed rest breaks or recover lost wages, and Defendants had no
3 policy, procedure, or practice to provide one hour of additional wages for each workday that the rest
4 break was not provided.

5 19. Plaintiffs are informed and believe, and based thereon allege that Defendant failed to
6 provide Plaintiffs and the other Class members wages, including overtime wages, for all hours worked,
7 meaning the time during which Plaintiffs and other Class members were subject to the control of
8 Defendant, including all the time they were suffered or permitted to work. This was a result of
9 Defendants' uniform policy and practice of requiring Plaintiffs and other Class members to work off-
10 the-clock without paying them for all the time they were under Defendants' control performing pre-
11 shift and post-shift duties and during purported meal breaks. Plaintiffs and other Class members were
12 entitled to receive compensation for all hours worked, and that they did not receive compensation for
13 all hours worked. Plaintiffs and the other Class members worked over eight hours in a day, and/or
14 forty hours in a week during their employment with Defendant and Defendant failed to pay overtime
15 wages to Plaintiffs and the other Class members for all hours worked more than eight hours in a day
16 and/or forty hours per week. Similarly, Plaintiffs and other Class members worked over twelve hours
17 in a day during their employment with Defendant, and Defendant failed to pay overtime wages to
18 Plaintiffs and the other Class members for all hours worked more than twelve hours in a day at two-
19 times their regular rate of pay.

20 20. Plaintiffs are informed and believe, and based thereon allege that Defendant have
21 unlawfully failed to provide timely, accurate, itemized wage statements to Plaintiffs and the other Class
22 members.

23 21. Plaintiffs are informed and believe, and based thereon allege that Defendant unlawfully
24 deducted Plaintiffs' and other Class members' wages to cover business losses, including required tools
25 and equipment.

26 22. Plaintiffs are informed and believes, and based thereon alleges that Defendants have
27 unlawfully failed to reimburse for business expenditures and losses, including without limitation, cell
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1 phone charges, to Plaintiffs and the other Class members.

2 23. Plaintiffs are informed and believe, and based thereon allege that Defendant have failed
3 to pay all compensation due and owing to Plaintiffs and the other Class members upon separation.

4 **V. CLASS ALLEGATIONS**

5 24. **Class Definition.** The named individual Plaintiffs bring this action on his own behalf
6 and on behalf of all similarly-situated persons as a class action under California Code of Civil
7 Procedure § 382. Plaintiffs propose the following class ("Class"):

8 All current and former persons employed by Defendants in California
9 as non-exempt employees at any time during the period beginning four
10 years prior to the filing of this Complaint and ending on the date as
determined by the Court (the "Class Period").

11 25. Plaintiffs reserve the right to amend or modify the class description with greater
12 particularity or further division into subclasses.

13 26. **Ascertainable Class.** The proposed Class is ascertainable, because the members can be
14 identified and located using information contained in Defendants' payroll and personnel records.

15 27. **Numerosity.** The members of the Class are so numerous that joinder of all members
16 would be impractical and unfeasible. While the precise number of Class members is currently
17 unknown to Plaintiffs, Plaintiffs are informed and believe that the Class is estimated to be greater than
18 25 individuals.

19 28. **Typicality.** Plaintiffs' claims are typical of the Class. Plaintiffs and members of the
20 Class sustained injuries and damages arising out of, and caused by, Defendants common course of
21 unlawful conduct.

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

27 30. **Superiority.** A class action is superior to other available means for the fair and efficient
28

adjudication of this controversy. Individual joinder of all employees is not practicable.

31. **Common Question of Law and Fact.** There are questions of law and fact common to the Class that predominates over any questions affecting only individual members of the Class. These common questions of law and fact, include, without limitation:

- a. Whether Defendants' policies and practices provide meal and rest periods in compliance with applicable laws;
- b. Whether Defendants deprived Plaintiffs and the other Class members of meal or rest periods;
- c. Whether Defendants have engaged in a pattern and/or practice of encouraging Plaintiffs and other Class members not to report missed meal and rest periods;
- d. Whether Defendants failed to provide Plaintiffs and the other Class members adequate off-duty meal periods and missed meal period compensation;
- e. Whether Defendants have engaged in a pattern and/or practice of failing to properly compensate the Plaintiffs and the other Class members for all hours worked, including overtime wages;
- f. Whether Defendants have engaged in a pattern and/or practice of encouraging Plaintiffs and other Class members not to report all time worked;
- g. Whether Defendants failed to pay Plaintiffs and other Class members for the work that Defendants required them to perform;
- h. Whether Defendants have engaged in a pattern and/or practice of threatening Plaintiffs and other Class members with discharge, demotion, or discrimination or otherwise intimidating them if they do not work off-the-clock;
- i. Whether Defendants failed to pay Plaintiffs and the other Class members overtime compensation when Plaintiffs and the other Class members worked in excess of eight hours in a day or forty in a workweek;
- j. Whether Defendants failed to pay Plaintiffs and the other Class members overtime compensation at double their regular rate of pay when Plaintiffs and the other Class members worked in excess of twelve hours in a day or in excess of eight on the seventh consecutive day of work in a workweek;

- k. Whether Defendants included all required compensation in calculating the overtime rate of Plaintiffs and the other Class members;
- l. Whether Defendants failed to provide Plaintiffs and the other Class members with accurate itemized wage statements;
- m. Whether Defendants failed to pay Plaintiffs and the other Class members all earned wages upon their separation of employment;
- n. Whether Defendants have engaged in a pattern or practice of unlawfully deducting business losses from Plaintiffs' and other Class members' wages;
- o. Whether Defendant acted with malice, oppression, or fraud;
- p. Whether Defendant violated California Labor Code §§ 201-203, 226.7, 227.3, 510, 512, 551, 552, 1194 *et seq.*, 1197, 1198, and 2802;
- q. Whether Defendants violated Industrial Welfare Commission Orders;
- r. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code §§ 17200, *et seq.*; and
- s. The nature and extent of the injury suffered by Plaintiffs and the other Class members and the measure of damages for the injury.

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

33. Plaintiffs are unaware of any difficulties in managing this case that should preclude class action.

VI. PAGA REPRESENTATIVE ACTION ALLEGATIONS

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

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

36. On or about March 3, 2020, Plaintiffs gave written notice of Defendants' violations of various provisions of the California Labor Code and the applicable IWC Wage Order to (a) the LWDA by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

37. The LWDA did not provide notice of its intention to investigate Defendants' violations within 65 calendar days of the March 3, 2020 notice.

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

VII. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Failure to Pay Minimum Wage

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

(By Plaintiffs and the Class Against Each Defendant)

39. Plaintiffs incorporate by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiffs allege as follows as a class action and a representative cause of action on behalf of themselves and all Class members.

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

41. California Labor Code § 1197 further provides, "The minimum wage for employees

fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful."

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

43. Defendants maintained and enforced policies and practices of refusing to pay Plaintiffs and Class members for all hours worked. Defendants required Plaintiffs and Class members to work without compensating them for all hours worked as required by the California Labor Code and the applicable IWC Wage Order.

44. Defendants thus required Plaintiffs and Class members to work under conditions prohibited by order of the IWC, in violation of those orders.

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

SECOND CAUSE OF ACTION

Failure to Pay Overtime Wages

(Violation of Labor Code §§ 510, 558, 1194 et seq., 1197.1, 1198, IWC Wage Order)

(By Plaintiffs and the Class Against Each Defendant)

46. Plaintiffs incorporate by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiffs allege as follows as a class action and a representative cause of action on behalf of themselves and all Class members.

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

48. California Labor Code § 510 provides that employees in California shall not be

1 employed more than eight hours per workday or forty hours per workweek unless they receive
2 additional compensation beyond their regular wages in amounts specified by law.

3 49. California Labor Code § 510 further provides that employees in California shall not be
4 employed more than twelve hours per workday unless they receive wages at double their regular rate
5 of pay.

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

10 51. Defendants maintained and enforced policies and practices of refusing to pay Plaintiffs
11 and Class members for all hours worked. Defendants employed Plaintiffs and Class members for
12 more than eight hours per day and more than 40 hours per workweek during the operative
13 timeframe, but Defendants failed to pay Plaintiffs and Class members the correct applicable overtime
14 rate for the number of overtime hours they worked as required by the California Labor Code and the
15 applicable IWC Wage Order.

16 52. Defendants maintained and enforced policies and practices of refusing to pay Plaintiffs
17 and Class members for all hours worked. Defendants employed Plaintiffs and Class members for
18 more than twelve hours per day and more than eight hours on the seventh consecutive day of work in
19 a workweek, but Defendants failed to pay Plaintiffs and Class members the correct applicable
20 overtime rate for the number of overtime hours they worked as required by the California Labor
21 Code and the applicable IWC Wage Order.

22 53. Defendants thus required Plaintiffs and Class members to work under conditions
23 prohibited by order of the IWC, in violation of those orders.

24 54. Defendants deprived Plaintiffs and Class members of their rightfully earned minimum
25 wage compensation, including overtime compensation, as a direct and proximate result of
26 Defendants' failure to pay said compensation. Under California Labor Code § 1194, Plaintiffs and
27 Class members are entitled to recover such amounts, plus interest thereon, reasonable attorneys' fees,
28

and costs.

55. Defendants owe Plaintiffs and Class members overtime wages, have failed and refused, and continues to fail and refuse, to pay the overtime wages owed. Additionally, Defendants did not include all the required compensation in calculating the overtime rate of Plaintiffs and the other Class members.

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

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods

(Violation of Labor Code §§ 226.7, 512, IWC Wage Order)

(By Plaintiffs and the Class Against Each Defendant)

57. Plaintiffs incorporate by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiffs allege as follows as a class action and a representative cause of action on behalf of themselves and all Class members.

58. Plaintiffs and Class members regularly worked greater than five hours and on occasion greater than ten hours per day. Pursuant to California Labor Code § 512, an employer may not employ someone for a shift of more than five hours without providing him or her with a meal period of not less than thirty minutes or for more than ten hours without providing him or her with a second meal period of not less than thirty minutes.

59. Despite the requirements of the applicable IWC Wage Order and California Labor Code §§ 512 and 226.7, Defendants have had a policy and practice of not providing Plaintiffs and Class members with timely, uninterrupted first meal periods, and were similarly not provided with a

second meal period to the extent such should have been provided.

60. Defendants failed to provide Plaintiffs and Class members all required meal breaks of not less than 30 minutes pursuant to the applicable IWC Wage Order. On such occasions, Defendants failed to pay Plaintiffs and Class members one-hour of premium pay for each day in which a lawful meal period was not provided.

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

FOURTH CAUSE OF ACTION

Failure to Provide Rest Periods

(Violation of Labor Code §§ 226.7, IWC Wage Order)

(By Plaintiffs and the Class Against Each Defendant)

62. Plaintiffs incorporate by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiffs allege as follows as a class action and a representative cause of action on behalf of themselves and all Class members.

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

64. Despite these requirements of the applicable IWC Wage Order, Defendants have had a policy and practice of failing to authorize and provide Plaintiffs and other Class members with ten-minute rest periods for every four hours worked or major fraction thereof. On such occasions, Defendants failed to pay Plaintiffs and Class members' one-hour of premium pay for each day in which a lawful rest period was not provided.

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

FIFTH CAUSE OF ACTION

Failure to Furnish Accurate Wage Statements

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

(By Plaintiffs and the Class Against Each Defendant)

66. Plaintiffs incorporate by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiffs allege as follows as a class action and a representative cause of action on behalf of themselves and all Class members.

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

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

SIXTH CAUSE OF ACTION

Failure to Pay Wages When Due and Waiting Time Penalties
(Violation of Labor Code §§ 200-203, IWC Wage Order)
(By Plaintiffs and the Class Against Each Defendant)

69. Plaintiffs incorporate by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiffs allege as follows as a class action and a representative cause of action on behalf of themselves and all Class members.

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

71. Plaintiffs are informed and believe that Plaintiffs and Class members have resigned or were terminated from their employment with Defendants and have not received all forms of wages earned, including, but not limited to, compensation for non-provided meal and rest periods, business expenses, and accrued but unused vacation days. In addition, Plaintiffs and members of the Class have been discharged, laid off, resigned, retired or otherwise voluntarily left employment, but Defendants have not unconditionally paid earned wages upon separation of employment within the time frame mandated by California Labor Code §§ 201 and 202. Defendants' conduct in this regard has been willful

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

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

SEVENTH CAUSE OF ACTION
Failure to Reimburse for Business Expenditures and Losses
(Violation of Labor Code § 2802)
(By Plaintiffs and the Class Against Each Defendant)

74. Plaintiffs incorporate by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiffs allege as follows as a class action and a representative cause of action on behalf of themselves and all Class members.

75. Pursuant to California Labor Code § 2802(a), "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

76. As a pattern and practice, Defendants regularly failed to reimburse and indemnify Plaintiffs and Class members for business expenses, including without limitation, cell phone charges, travel expenses, required tools and equipment, and uniform maintenance.

77. Pursuant to California Labor Code § 2802, Plaintiffs and Class members are entitled to recover unreimbursed business expenses. As a proximate result of these violations, Plaintiffs and Class members have been damaged in an amount according to proof at time of trial. Pursuant to California Labor Code § 2802(c), Plaintiffs and Class members are also entitled to recover interest, costs, and attorneys' fees. Plaintiffs and Class members are further entitled to attorneys' fees pursuant to California Code of Civil Procedure §1021.5, and pursuant to California Labor Code § 2699(g)(1), Plaintiffs and Class members are entitled to an award of reasonable attorneys' fees and costs relating to their claims for civil penalties.

EIGHTH CAUSE OF ACTION

Unfair Competition

(Violation of California Business and Professions Code § 17200, *et seq.*)
(By Plaintiffs and the Class Against Each Defendant)

78. Plaintiffs incorporate by reference and re-allege paragraphs set forth above as though set forth fully herein. Plaintiffs allege as follows in his capacity as a representative of all similarly situated members of the Class.

79. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be predicated on the violation of any state or federal law. Defendants' policies, activities, and actions as alleged herein, are violations of California law and constitute unlawful business practices in violation

1 of California Business and Professions Code §§ 17200, *et seq.* Defendants have engaged and
2 continue to engage in unfair and unlawful business practices in California by practicing, employing,
3 and utilizing the employment practices outlined above, including failing to pay reporting time pay, and
4 failing to provide meal and rest breaks in violation of the applicable IWC Wage Order and California
5 Labor Code.

6 80. Plaintiffs and Class members have also been personally aggrieved by Defendants'
7 unlawful and unfair business Nulink and practices alleged herein by the loss of money and/or
8 property.

9 81. Defendants' conduct, as alleged in this Complaint, has been, and continues to be,
10 unfair, unlawful, and harmful to Plaintiffs and Class members, Defendants' competitors, and the
11 public. Plaintiffs seeks to enforce important rights affecting the public interest within the meaning of
12 the California Code of Civil Procedure § 1021.5.

13 82. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiffs and
14 Class members are entitled to restitution of the wages withheld and retained by Defendants during the
15 Class Period; an award of attorneys' fees pursuant to California Labor Code § 1194; and California
16 Code of Civil Procedure § 1021.5; interest; and an award of costs.

17 **NINTH CAUSE OF ACTION**

18 **Private Attorney General Act**

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

20 (By Plaintiffs and Similarly Aggrieved Employees Against Defendant)

21 83. Plaintiffs incorporate by reference and re-alleges paragraphs set forth above as though
22 set forth fully herein. Plaintiffs allege as follows as representative cause of action on behalf of
23 themselves and all Class members.

24 84. PAGA authorizes an aggrieved employee, on behalf of themselves or other current or
25 former employees, to bring a civil action to recover civil penalties against his or her employer
26 pursuant to the procedures specified in California Labor Code § 2699.3. Plaintiffs are an aggrieved
27 employee within the meaning of PAGA, and pursuant to PAGA, Plaintiffs are entitled to recover civil
28 penalties on behalf of themselves and other similarly aggrieved persons who are, or were employed,

by Defendants and against whom one or more of the alleged violations were committed. If the employee prevails as private attorney general, the employer may be subject to civil penalties, of which the aggrieved employee is entitled to 25 percent.

85. Plaintiffs have complied with the procedures for bringing suit under PAGA. Specifically, on or about March 3, 2020 Plaintiffs gave written notice of Defendants' violations — including the Nulink and theories to support the violations — of various provisions of the California Labor Code and the applicable IWC Wage Order to (a) the LWDA by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

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

87. During the applicable time period preceding the filing of Plaintiffs' notice to the LWDA, Defendants violated California Labor Code §§ 201-203, 226, 226.7, 512(a), 1194, 1198, and 2802, and the applicable IWC Wage Order provisions, as alleged in more detail above.

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

VIII. PRAYER FOR RELIEF

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

1. For compensatory damages;
2. For general damages;

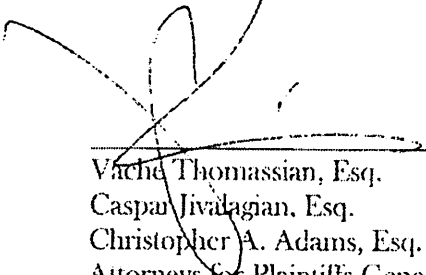
3. For applicable penalties;
4. For injunctive relief on applicable causes of action;
5. For an award of interest, including prejudgment interest, at the legal rate;
6. For an award of attorneys' fees on the applicable causes of action;
7. For costs of suit incurred; and
8. For such other and further relief as the Court deems appropriate.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial in this matter on all matters triable to a jury.

DATED: May 8, 2020

KJT LAW GROUP, LLP
ADAMS EMPLOYMENT COUNSEL



Vache Thomassian, Esq.
Caspian Jivalagian, Esq.
Christopher A. Adams, Esq.
Attorneys for Plaintiffs Genesis Lopez and
Anthony Camacho

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Vache A. Thomassian, Esq. SBN 289053 KJT Law Group, LLP 230 North Maryland Avenue, Suite 306 Glendale, CA 91206 TELEPHONE NO.: 818-507-8525 FAX NO.: 818-507-8588 ATTORNEY FOR (Name): GENESIS LOPEZ and ANTHONY CAMACHO		FOR COURT USE ONLY CONFIRMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles MAY 12 2020 Sherri K. Carter, Executive Officer/Clerk of Court By <u>Steven Drew</u> , Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		20STCV18429 JUDGE: DEPT:	
CASE NAME: GENESIS LOPEZ, et al. v. NULINK DISTRIBUTION, 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)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 9
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date:

Vache A. Thomassian

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

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

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

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

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

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

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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
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	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) ☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) ☐ A6020F Unlawful Detainer-Post-Foreclosure ☐ A6022 Unlawful Detainer-Drugs	6, 11 6, 11 2, 6, 11 2, 6, 11

SHORT TITLE: GENESIS LOPEZ, et al. v. NULINK DISTRIBUTION, 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	2, 8
		☐ A6152 Writ - Mandamus on Limited Court Case Matter	2
		☐ A6153 Writ - Other Limited Court Case Review	2
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	☐ A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment	2, 5, 11
		☐ A6160 Abstract of Judgment	2, 6
		☐ A6107 Confession of Judgment (non-domestic relations)	2, 9
		☐ A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		☐ A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	☐ A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only	1, 2, 8
		☐ A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		☐ A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
	☐ A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment	2, 3, 9
		☐ A6123 Workplace Harassment	2, 3, 9
		☐ A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		☐ A6190 Election Contest	2
		☐ A6110 Petition for Change of Name/Change of Gender	2, 7
		☐ A6170 Petition for Relief from Late Claim Law	2, 3, 8
		☐ A6100 Other Civil Petition	2, 9

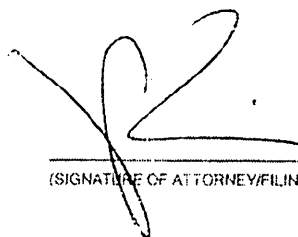
SHORT TITLE: GENESIS LOPEZ, et al. v. NULINK DISTRIBUTION, INC.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which 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:
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012	

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

Dated: 5/8/2020


 (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 05/12/2020 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>S. Drew</u> Deputy
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 20STCV18429

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

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

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

Sherri R. Carter, Executive Officer / Clerk of Court

on 05/14/2020

(Date)

By S. Drew, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

APPLICATION

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

PRIORITY OVER OTHER RULES

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

CHALLENGE TO ASSIGNED JUDGE

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

TIME STANDARDS

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

COMPLAINTS

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

CROSS-COMPLAINTS

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

STATUS CONFERENCE

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

FINAL STATUS CONFERENCE

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

SANCTIONS

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

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

Class Actions

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

***Provisionally Complex Cases**

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

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

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

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

The parties agree that:

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

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

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".

(INSERT DATE)
(INSERT DATE)
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

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

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

The parties agree that:

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

SHORT TITLE:	CASE NUMBER:

- 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)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

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

1. This document relates to:

☐
☐

Request for Informal Discovery Conference

Answer to Request for Informal Discovery Conference

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

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

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

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

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

The parties agree that:

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

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date: _____

(TYPE OR PRINT NAME) _____

Date: _____

(TYPE OR PRINT NAME) _____

Date: _____

(TYPE OR PRINT NAME) _____

Date: _____

(TYPE OR PRINT NAME) _____

Date: _____

(TYPE OR PRINT NAME) _____

Date: _____

(TYPE OR PRINT NAME) _____

Date: _____

(TYPE OR PRINT NAME) _____

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/drpf/>

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

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

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

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

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