

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Mark Mooney

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ABIONCA JONES, on behalf of all aggrieved
employees of DEFENDANT in the State of
California,

Plaintiff,

v.

CEDARS-SINAI MEDICAL CENTER; and
DOES 1 through 50, Inclusive,

Defendant.

Case No.: 20STCV23698

*Unlimited Civil- Amount Demanded Exceeds
\$25,000.00*

**REPRESENTATIVE ACTION FOR PAGA
PENALTIES**

[Labor Code § 2698, et. seq.]

Representative Claims Under the Labor Code
Private Attorneys General Act (PAGA)

Plaintiff ABIONCA JONES, individually and on behalf of all other aggrieved employees of
Defendant CEDARS-SINAI MEDICAL CENTER and DOES 1 through 50 inclusive (collectively
“Defendants”), alleges as follows:

I.

INTRODUCTION

1. Plaintiff ABIONCA JONES (“Plaintiff”) brings this representative action pursuant to the
Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) on behalf
of all other current, former, and future non-exempt employees of Defendants who work or have worked
in any non-exempt position in California and who have suffered at least one of the wage and hour
violations described herein during the applicable relevant time period (collectively the “aggrieved
employees”).

2. Defendants' systemic pattern of Labor Code and IWC Wage Order violations toward Plaintiff and other aggrieved employees in California include, but are not limited to:

- a. Failure to provide an off-duty meal period of at least 30 minutes before the commencement of the sixth hour of work;
- b. Failure to authorize and permit off-duty paid rest periods;
- c. Failure to pay all minimum and regular wages for all hours worked;
- d. Failure to pay all overtime wages;
- e. Failure to maintain accurate records;
- f. Failure to provide accurate itemized wage statements;
- g. Failure to timely pay all wages due during and upon separation of employment.

3. Plaintiff brings this representative action against Defendants on behalf of all aggrieved employees seeking only the recovery of civil penalties permitted pursuant to the California Labor Code section 2698, *et seq.*, that are required to be shared with the LWDA. Plaintiff expressly disclaims the recovery of any individual/victim specific relief or underpaid wages.

4. Plaintiff reserves the right to name additional representatives.

II.

PARTIES

A. Plaintiff

5. Plaintiff is a former employee of Defendants who, at all relevant times, worked for Defendants in a non-exempt position in Los Angeles County.

6. Plaintiff is a resident of the State of California and currently resides in Los Angeles County.

7. At all relevant times, Plaintiff and, on information and belief, other aggrieved employees were subject to the same policies, practices, and procedures governing their employment and their payment of wages and hours worked.

B. Defendants

8. Defendant CEDARS-SINAI MEDICAL CENTER is a California domestic nonprofit corporation, which operates the Cedars-Sinai Medical Center in Los Angeles, California. Cedars-Sinai

1 Medical Center is an 886-bed hospital and multi-specialty academic health science center, which is a part
2 of the Cedars-Sinai Health System.

3 9. Defendants' wrongful conduct, as alleged herein, occurred in the County of Los Angeles
4 and in the State of California.

5 10. Plaintiff is informed and believes, and thereon alleges, that each Defendant, whether named
6 or fictitious, is and at all relevant times was authorized to do business and did business in the state of
7 California, and was Plaintiff's and other aggrieved employees' "employer" as defined in and subject to
8 the California Labor Code and the applicable IWC Wage Order.

9 11. Defendants were Plaintiff's employer or person acting on behalf of Plaintiff's employer,
10 within the meaning of California Labor Code section 558, who violated or caused to be violated, a section
11 of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in
12 any order of the Industrial Welfare Commission and, as such, are subject to civil penalties as set forth in
13 Labor Code section 558, at all relevant times;

14 12. Defendants were Plaintiff's employers, or persons acting on behalf of Plaintiff's employer,
15 within the meaning of Labor Code section 558.1, who violated or caused to be violated at least one of
16 sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code and, as such, are subject to civil
17 penalties, as set forth in section 558.1, at all relevant times;

18 13. Defendants were Plaintiff's employer or person acting on behalf of Plaintiff's employer
19 either individually or as an officer, agent, or employee of another person, within the meaning of California
20 Labor Code section 1197.1, who paid or caused to be paid to any employee a wage less than the minimum
21 fixed by California state law, and as such, are subject to civil penalties pursuant to Labor Code section
22 1194.2.

23 14. Each of the fictitiously named Defendants participated in the acts alleged in this Complaint.
24 The true names and capacities of the Defendants named as DOES 1 through 50, inclusive, are presently
25 unknown to Plaintiff. Plaintiff will amend this Complaint, setting forth the true names and capacities of
26 the fictitious Defendants, if and when their true names and capacities are ascertained. Plaintiff is informed
27 and believes, and on that basis alleges, that each of the fictitious Defendants participated in the acts alleged
28 in this Complaint.

15. Plaintiff and all other similarly situated and/or aggrieved employees are, and at all relevant times were, non-exempt employees of each Defendant, including DOES 1 through 50 within the meanings set forth in the California Labor Code and applicable IWC Wage Order.

16. Plaintiff is informed and believes that at all relevant times, each Defendant, whether named or fictitious, was the agent, employee, or other person acting on behalf of every other Defendant and, in participating in the acts alleged in this Complaint, acted within the scope of such agency or employment and ratified the acts of each other Defendant.

17. Plaintiff is informed and believes that at all relevant times, each Defendant, whether named or fictitious, exercised control over Plaintiff's and other similarly situated and/or aggrieved employees' wages, hours, and/or working conditions.

18. Plaintiff is further informed and believes that at all relevant times, each Defendant, whether named or fictitious, acted as the agent for the other Defendants, carried out a joint scheme, business plan, or policy, and that the acts of each Defendant are legally attributable to the other Defendants.

19. Each Defendant, whether named or fictitious, was the alter ego of each of the other Defendants at all relevant times herein.

20. A unity of interest and ownership between each Defendant, whether named or fictitious, exists such that all Defendants acted as a single employer of Plaintiff and all other aggrieved employees.

III.

JURISDICTION AND VENUE

21. This Court has subject matter jurisdiction to hear this case because Plaintiff is informed and believes that the civil penalties and monetary relief sought herein for Defendants' conduct exceeds the minimum jurisdictional limits of the Superior Court.

22. Venue is proper in Los Angeles County pursuant to Code of Civil Procedure §§ 395(a) and 395.5 because Defendants maintain offices and transact substantial business in Los Angeles County, Defendants employed Plaintiff and other aggrieved employees in Los Angeles County, and the unlawful acts alleged herein that arose in Los Angeles County have a direct effect on Plaintiff and other aggrieved employees within Los Angeles County.

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IV.

GENERAL ALLEGATIONS

23. Plaintiff ABIONCA JONES is a former employee of Defendants who worked as a First Cook from approximately April 3, 2018 until her resignation effective January 31, 2020.

24. Plaintiff was paid at an hourly rate of pay plus she received differential pay for working night and weekend shifts. Plaintiff was also entitled to receive non-discretionary bonuses during her employment.

25. Throughout her time of employment, Plaintiff typically worked at least 40 hours per week, and at all times was compensated on an hourly basis.

26. Plaintiff and, on information and belief, other aggrieved employees regularly worked more than eight hours a day and/or more than forty hours a week.

27. On information and belief, Plaintiff and other aggrieved employees of Defendants were denied specific rights afforded to them under the California Labor Code and applicable IWC Wage Order.

28. Defendants had a pattern and practice of not providing Plaintiff and, on information and belief, other aggrieved employees with legally compliant meal periods, even though Plaintiff and other aggrieved employees worked more than six (6) hours during their workday.

29. Pursuant to Defendants' policies and procedures, Plaintiff and, on information and belief, other aggrieved employees of Defendants regularly took on-duty or interrupted meal breaks, short meal breaks which lasted fewer than thirty (30) minutes, late meal breaks after the end of their fifth hour, or did not take a meal break at all.

30. Defendants had the pattern and practice of not relieving Plaintiff and other aggrieved employees of all duties for a 30-minute off duty meal period. Instead, Defendants had the pattern and practice of only allowing Plaintiff and other aggrieved employees the opportunity to take meal periods after they had completed their shift duties. For example, Plaintiff was responsible for preparing and distributing meals to patients on a particular floor of the Cedars-Sinai Medical Center. During her usual morning shift, Plaintiff would be responsible for preparing and providing patients with breakfast and lunch meals. The only available time to take an uninterrupted thirty-minute, off-duty meal break was therefore during the time after distributing breakfast and before beginning to prepare for lunch. Plaintiff was be

precluded from taking a timely and off-duty 30-minute meal period whenever breakfast work ran late, or whenever lunch work required early preparation.

31. Plaintiff and other aggrieved employees regularly would have to perform work while off the clock, or miss their meal period altogether, to catch up with the required work load. If Plaintiff and other aggrieved employees were unable for any reason to take their meal period during the time after distributing breakfast and before beginning to prepare for lunch, then they would miss the opportunity to take a break for that entire shift.

32. Thus, as a result of Defendants' illegal policies and practices, Plaintiff's and other aggrieved employees' typical work day almost always involved a short, interrupted, late, or missed meal period, in violation of the applicable sections of the California Labor Code and IWC Wage Order.

33. Defendants also had a pattern and practice of failing to authorize and permit Plaintiff and, on information and belief, other aggrieved employees to take legally compliant rest periods of at least ten minutes for every four-hour work period, or major fraction thereof. Defendants did not have a rest break policy that complied with California law.

34. Compliant off-duty rest periods were never taken due to Defendants' systemic practice of understaffing all positions, and the work required to complete the job duties. For example, Defendants scheduled Plaintiff to work as the only cook for a particular floor of the medical center, and did not allow her to take breaks until she had fully completed distributing the required meals.

35. Thus, as a result of Defendants' illegal policies and practices, Plaintiff and, on information and belief, other aggrieved employees were regularly not authorized or permitted to take legally compliant rest periods, in violation of the applicable sections of the California Labor Code and IWC Wage Order.

36. Although Plaintiff's and, on information and belief, other aggrieved employees' meal and rest periods were regularly missed, late, short, or on-duty, Defendants did not compensate Plaintiff and, on information and belief, other aggrieved employees an additional hour of pay at their regular rate of pay for each time that Plaintiff and other aggrieved employees were not authorized or permitted to take a compliant meal or rest period, in violation of Labor Code § 226.7.

37. Defendants failed to properly pay Plaintiff and, on information and belief, other aggrieved employees at least minimum, regular, and overtime wages owed for all time suffered or permitted to work,

1 because they were required to take on-duty meal periods.

2 38. Plaintiff and, on information and belief, other aggrieved employees were subject to the
3 control of Defendants during the time they were clocked out for on-duty, short or interrupted meal periods,
4 and all such time spent performing duties while clocked out for meal periods should have been considered
5 compensable work hours. Defendants are therefore required to compensate Plaintiff and other aggrieved
6 employees for these hours accordingly.

7 39. Defendants further failed to properly pay Plaintiff and, on information and belief, other
8 aggrieved employees all overtime wages owed to them, at the correct overtime rate, because Defendants
9 failed to include any and all differential pay rates, as well as all non-discretionary bonuses in the
10 calculation of the regular rate of pay for purpose of paying overtime.

11 40. Defendants similarly failed to provide Plaintiff and, upon information and belief, other
12 aggrieved employees with accurate itemized wage statements and written notice of sick leave. For
13 example, during the applicable statutory period, Defendants failed to furnish Plaintiff and, on information
14 and belief, other aggrieved employees with itemized wage statements that correctly identified the total
15 regular and overtime hours worked during the pay period, the applicable hourly rates and the
16 corresponding number of hours worked at each hourly rate, the correct amount of gross and net wages
17 earned, and the name address of the legal entity that is the employer, as required under Labor Code section
18 226. Defendants also failed to provide Plaintiff and, on information and belief, other aggrieved employees
19 with accurate itemized wage statements because the wage statements did not reflect the correct overtime
20 rate due to Defendants' failure to include the differential pay and/or non-discretionary bonuses in the
21 regular rate of pay and all other non-discretionary pay in the calculation of the regular rate of pay for
22 overtime and meal and rest premium purposes.

23 41. As a direct result of the illegal policies and procedures outlined above, Defendants failed
24 to maintain accurate records reflecting all of Plaintiff's and other aggrieved employees' time worked and
25 wages paid.

26 42. As a result of the illegal practices Defendants maintained, Defendants further failed to pay
27 Plaintiff and, on information and belief, other aggrieved employees all wages due and owing at the time
28 of their separation of employment within the time specified by Labor Code sections 201 and 202 because

1 Defendants failed to pay them for all minimum, regular and overtime wages due and owing at the time
2 of their separation of employment.

3 43. Defendants maintained a pattern and practice of failing to pay Plaintiff and other aggrieved
4 employees all wages due and owing during their employment within the time specified by Labor Code
5 section 204 because Defendants failed to pay Plaintiff and other aggrieved employees al minimum,
6 regular, and overtime wages earned for all the time they were suffered or permitted to work, engaged in
7 work and/or were under Defendants' control, as well as all meal and rest period premium wages.

8 44. To date, Defendants have not paid Plaintiff and, on information and belief, other aggrieved
9 employees all wages owed, including all minimum, regular, and overtime wages, and meal and rest period
10 premium wages.

11 45. Based on the foregoing violations of the Labor Code and the applicable IWC Wage Order,
12 Defendants engaged in unfair business practices in California, and willingly and knowingly engaged in an
13 employment pattern and practice that violated Business and Professions Code section 17200 et seq.
14 Plaintiff and, on information and belief, other aggrieved employees suffered damages due to Defendants'
15 unfair, unlawful, and/or fraudulent actions.

16 **V.**

17 **THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**

18 **REPRESENTATIVE ACTION DESIGNATION**

19 46. Plaintiff re-alleges and incorporates by reference the allegations contained in the
20 paragraphs above, as though fully set forth herein.

21 47. The first cause of action alleged herein is appropriately suited for a Labor Code Private
22 Attorneys General Act of 2004 ("PAGA") action because:

- 23 a. Pursuant to California Labor Code section 2699(a), any provision of the Labor Code that
24 provides for a civil penalty to be assessed and collected by the Labor and Workforce
25 Development Agency or any of its departments, divisions, commissions, boards, agencies,
26 or employees, for a violation of the California Labor Code, may, as an alternative, be
27 recovered through a civil action brought by an aggrieved employee on behalf of himself or
28 herself and all other current or former employees pursuant to the procedures specified in

section 2699;

- b. This action involves allegations of violations of provisions of the California Labor Code that provide or do not provide for a civil penalty to be assessed and collected by the LWDA or any departments, divisions, commissions, boards, agencies, or employees;
- c. Plaintiff is an “aggrieved employee” because she was employed by the alleged violators and had one or more of the alleged violations committed against her;
- d. On April 6, 2020, Plaintiff satisfied the procedural requirements of section 2699.3 by serving the LWDA electronically and Defendants via Certified Mail with her notice for wage and hour violations and penalties, including the facts and theories to support each violation. A true and correct copy of Plaintiff’s notice and proof of service is attached as **Exhibit A**;
- e. More than 65 day have passed since Plaintiff served notice via Certified Mail to the LWDA and her employer. Therefore, Plaintiff satisfied all the administrative requirements to pursue civil penalties against Defendants pursuant to Labor Code section 2698, et seq.;
- f. Plaintiff filed this action pursuant to Labor Code section 2699(a) and (f), on behalf of herself and all other aggrieved employees of Defendants to recover civil penalties;
- g. Plaintiff seeks to recover all applicable civil penalties under PAGA on behalf of herself and all other aggrieved employees of Defendants in California.

VI.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

REPRESENTATIVE CLAIMS UNDER THE CALIFORNIA LABOR CODE PRIVATE

ATTORNEYS GENERAL ACT (PAGA)

(Labor Code section 2698, et seq.)

(Alleged by Plaintiff on behalf of all aggrieved employees of Defendants against all Defendants)

48. Plaintiff hereby incorporates by reference all preceding paragraphs set forth above as though fully set forth herein.

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49. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

50. Defendants employed Plaintiff, and Plaintiff had one or more of the alleged violations committed against her. Therefore, Plaintiff is an “aggrieved employee” under PAGA because the alleged violator employed her and she had one or more of the alleged violations committed against her. As such, Plaintiff is properly suited to represent the interests of other aggrieved employees in a PAGA Representative action.

51. This cause of action involves allegations of violations of Labor Code §§ 201, 202, 204, 223, 224, 225.5, 226(a), 226.7, 246, 510, 512, 1174(d), 1197, and 1198, which, pursuant to Labor Code §2699.5, provide for a civil penalty to be assessed and collected by the LWDA or recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

52. Plaintiff seeks civil penalties pursuant to the PAGA for violations of the following Labor Code provisions:

- a. Failure to provide Plaintiff and all other aggrieved employees lawfully compliant meal periods and failure to provide proper meal period premium compensation when no meal period was properly provided in violation of Labor Code sections 1198, 226.7, and 512;
- b. Failure to authorize and permit Plaintiff and all other aggrieved employees to take lawfully compliant rest periods and failure to provide a rest period premium when a compliant rest period was not taken in violation of Labor Code section 1198 and 226.7;
- c. Failure to pay Plaintiff and all other aggrieved employees all minimum, regular, and overtime wages for all the time they were suffered or permitted to work, engaged in work, and/or were under Defendants’ control, in violation of Labor Code sections 223, 224, 510, 1194, 1197, and 1198;
- d. Failure to pay Plaintiff and all other aggrieved employees all overtime wages at the

1 applicable overtime rate of pay for all the time they were suffered or permitted to work,
2 engaged in work, and/or were under Defendants' control, in violation of Labor Code
3 sections 223, 510, 1194, and 1198;

4 e. Failure to timely pay Plaintiff and all other aggrieved employees all minimum, regular and
5 overtime wages, as well as all meal and rest period premium wages, for all the time they
6 were suffered or permitted to work, engaged in work, and/or were under Defendants'
7 control in violation of Labor Code section 204;

8 f. Failure to pay Plaintiff and all other aggrieved employees all minimum, regular and
9 overtime wages, and all meal and rest period premium wages timely by the time set forth
10 by law upon their separation of employment in violation of Labor Code sections 201 and
11 202;

12 g. Failure to record accurate meal periods and work period times for Plaintiff and all other
13 aggrieved employees in violation of Labor Code section 1198 and 1174;

14 h. Failure to maintain accurate records of the start and end times of work and meal periods
15 for Plaintiff and all other aggrieved employees, and knowingly and intentionally failing to
16 provide Plaintiff and all other aggrieved employees of Defendants with accurate itemized
17 wage statements in violation of Labor Code section 226;

18 i. Failure to comply with the maximum hours of work and the standard conditions of labor
19 fixed by the IWC under the "Meal Periods," Rest Periods," "Hours and Days of Work,"
20 and the "Records" sections of the applicable IWC Wage Order, by failing to provide
21 compliant meal and rest periods, failing to pay meal and rest period premium wages, failing
22 to pay all overtime wages, and failing to keep and provide accurate records in violation of
23 Labor Code section 1198.

24 53. Plaintiff seeks to recover civil penalties required to be shared with the LWDA on behalf of
25 herself and other aggrieved employees for Defendants' violations of the Labor Code, including but not
26 limited to Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 224, 226, 226.7, 246,
27 510, 512, 1174, 1194, 1197, and 1198.

28 ///

54. For all provisions of the Labor Code for which a civil penalty is not specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

55. Defendants violated Labor Code sections 226.7, 512, and 1198 by failing to provide Plaintiff and aggrieved employees lawfully-compliant meal periods and by failing to pay them meal period premium wages for each day a meal period was not provided. Under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 226.7 and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

56. Defendants violated Labor Code sections 226.7 and 1198 by failing to authorize and permit Plaintiff and aggrieved employees to take duty-free rest periods and by failing to pay them rest period premium wages for each day a rest period was not provided. Under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 226.7 and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

57. Defendants violated Labor Code sections 223, 1194, 1197, and 1198 by not paying Plaintiff and other aggrieved employees at least minimum and regular wages for all the time they were suffered or permitted to work, engaged in work and/or under Defendants' control, as alleged herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 223, 1194, and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

58. Defendants violated Labor Code sections 223, 510, 1194, and 1198 by not paying Plaintiff and other aggrieved employees all overtime wages earned for all the time they were suffered or permitted to work, engaged in work, and/or were under Defendants' control, as alleged herein. At all relevant times, Plaintiff and, on information and belief, other aggrieved employees were not paid all overtime when they worked in excess of eight hours a workday or forty hours in a workweek. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period

1 for the initial violation of Labor Code sections 223, 1194, and 1198, and \$200 for each aggrieved employee
2 per pay period for each subsequent violation.

3 59. Under Labor Code section 225.5, Defendants, in addition to, and entirely independent and
4 apart from, any other penalty, are subject to a civil penalty for unlawfully withholding wages due Plaintiff
5 and other aggrieved employees in violation of Labor Code section 223 as follows: (1) for an initial
6 violation, one hundred dollars (\$100.00) for each failure to pay each employee, (2) for each subsequent
7 violation, or any willful or intentional violation, two hundred dollars (\$200.00) for each failure to pay
8 each employee, plus 25 percent of the amount unlawfully withheld. This amount shall be recovered on
9 behalf of the Labor Commissioner.

10 60. Defendants violated Labor Code sections 201, 202, and 1198 by not paying Plaintiff and
11 other aggrieved employees all minimum, regular, overtime, meal and rest premium wages owed by the
12 time set forth by law upon their separation of employment, as alleged herein. Thus, under Labor Code
13 section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay
14 period for the initial violation of Labor Code sections 201, 202, and 1198, and \$200 for each aggrieved
15 employee per pay period for each subsequent violation.

16 61. Defendants violated Labor Code sections 204 and 1198 by not paying Plaintiff and
17 aggrieved employees all minimum, regular, overtime, meal and rest period premium wages owed by the
18 time set forth by law during their employment, as alleged herein. Thus, under Labor Code section
19 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period
20 for the initial violation of Labor Code sections 204 and 1198, and \$200 for each aggrieved employee per
21 pay period for each subsequent violation.

22 62. Under Labor Code section 210(a), Defendants, in addition to and entirely independent and
23 apart from any other penalty, are subject to a civil penalty for failing to pay the wages of each aggrieved
24 employee as provided in Labor Code section 204, as follows: (1) for any initial violation, one hundred
25 dollars (\$100) for each failure to pay each aggrieved employee, (2) for each subsequent violation, or any
26 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each aggrieved
27 employee, plus 25 percent of the amount unlawfully withheld. This amount shall be recovered on behalf
28 of the Labor Commissioner.

63. Defendants violated Labor Code sections 226(a), 1174(d), and 1198 by failing to maintain records detailing the proper applicable hourly rates of pay and accurate start and end times of any meal periods, and knowingly and intentionally failing to maintain and provide Plaintiff and other aggrieved employees of Defendants with wage statements itemizing accurately all information required by Labor Code section 226(a), as alleged herein, including the total hours worked, all regular hours worked, all overtime hours worked, the applicable hourly rate per hour worked, and the total wages earned. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 226(a) and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

64. Alternatively, Labor Code section 226.3 provides for a civil penalty in the amount of \$250 per violation in an initial citation and \$1,000 for each violation in a subsequent citation for which the employer fails to provide an employee with a wage deduction statement or fails to keep the records required in subdivision (a) of section 226.

65. Labor Code section 1174.5 provides for a civil penalty of \$500 for any person employing labor who willfully fails to maintain accurate and complete records required by subdivision (d) of section 1174.

66. For bringing this action, Plaintiff is additionally entitled to attorney's fees and costs incurred herein.

67. Plaintiff seeks to recover civil penalties on behalf of herself and other aggrieved employees for Defendants' violations of the Labor Code, including but not limited to Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 224, 226, 226.7, 246, 510, 512, 1174, 1194, 1197, and 1198, pursuant to Labor Code section 2698, *et seq.* The exact amount of the applicable penalties is in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- a. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to Labor Code sections 2699, *et seq.*;

- 1 b. For civil penalties to the extent permitted by law pursuant to the Labor Code under the Private
2 Attorneys General Act;
3 c. For civil penalties for each initial and subsequent violation for each underpaid employee for
4 each pay period for which the employee was underpaid; and
5 d. For such other relief as the Court deems just and proper.
6

7 Dated: June 22, 2020

GRAHAMHOLLIS APC

8
9 By: 

10 GRAHAM S.P. HOLLIS
11 VILMARIE CORDERO
12 ALEX KUNER
13 Attorneys for Plaintiff
14 Abionca Jones
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27
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EXHIBIT A

April 6, 2020

Attorneys at Law

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VIA ONLINE ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

Cedars-Sinai Medical Center
8700 Beverly Boulevard
Los Angeles, CA 90048

Cedars-Sinai Medical Center
c/o Terri W. Cammarano, Agent for Service of Process
8700 Beverly Boulevard, Suite TSB-290
Los Angeles, CA 90048

Re: ***Abionca Jones's Wage and Hour Claims Against Cedars-Sinai
Medical Center***

Dear Labor and Workforce Development Agency and Cedars-Sinai Medical Center:

Please be advised that Abionca Jones ("Claimant") has retained our law firm to represent her for various claims against her former employer, Cedars-Sinai Medical Center ("Cedars-Sinai" or "the Company").

This letter shall serve as Claimant's written notice to the California Labor and Workforce Development Agency ("LWDA") and to the Company of alleged violations of the California Labor Code which Claimant alleges the Company committed against her and all other aggrieved employees in California. Claimant provides this notice in accordance with Section 2699.3 of the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Claimant desires to file a civil action to enforce her rights under the Labor Code and seek compensation accordingly.

Graham S.P. Hollis

Vilmarie Cordero

Nathan Reese

Hali Anderson

David Lin

Erick Dos Santos

Alex Kuner

Monique Rodriguez

Pursuant to California Labor Code Section 2699(a), and by way of this letter, Claimant also intends to represent all other current and former non-exempt employees who performed work for the Company in California during the relevant time period and who have suffered at least one of the wage and hour violations described herein during their employment (collectively the “aggrieved employees”).

FACTUAL BACKGROUND

The following factual background is based upon the limited investigation Claimant has been able to conduct to date. Claimant reserves the right to amend this notice letter should additional information come to light at a later date.

Cedars-Sinai Medical Center is a California domestic nonprofit corporation, which operates the Cedars-Sinai Medical Center in Los Angeles, California. Claimant is a former employee of the Company who worked as a First Cook at the Medical Center from approximately April 3, 2018 until her resignation effective January 31, 2020. Claimant’s base rate of pay was \$23 per hour, and she was due differential pay rates for working night and weekend shifts, as well as overtime pay when applicable. Throughout her time of employment with the Company, Claimant typically worked at least 40 hours per week. At all times Claimant was compensated on an hourly basis.

The Company denied Claimant and other aggrieved employees specific rights afforded under the California Labor Code and applicable IWC Wage Orders. The rights denied include, but are not limited to, the following: the Company failed to pay minimum, regular, and overtime wages rightfully owed, failed to provide, authorize, and permit legally compliant meal and rest periods, failed to pay meal and rest period premiums, failed to reimburse necessary business expenses, failed to maintain accurate records, failed to issue accurate itemized wage statements, and failed to timely pay all wages due during and upon separation of employment.

Claimant and other aggrieved employees were not paid all minimum, regular, and overtime wages rightfully owed, because the Company failed to pay the proper rates of differential pay, forced employees to perform off-the-clock work, and failed to pay all legally required meal and rest period premiums. Claimant and other aggrieved employees were due to receive different rates of pay based on the time their shift started, with higher rates of pay due for night and weekend shifts. However, Claimant’s and other aggrieved employee’s pay checks and wage statements did not reflect payment at the proper rates of differential pay. Claimant and other aggrieved employees also completed tasks off the clock before and after shifts, and while clocked out on meal breaks. Claimant and other aggrieved employees were therefore not paid all minimum, regular, and overtime wages rightfully owed to them for all hours worked.

The Company also did not provide Claimant and other aggrieved employees the opportunity to take compliant thirty-minute, off-duty meal periods before the start of the sixth hour

of work. Rather, the Company required Claimant and other aggrieved employees to work through meal periods, or occasionally to take late, uninterrupted, short, or on-duty meal periods. The Company required Claimant and other aggrieved employees to clock out for a thirty-minute unpaid meal period, with an additional fifteen minutes of paid time, for a total forty-five minute meal period, but had the pattern and practice of not relieving them of all duties. Claimant and other aggrieved employees would clock out to reflect a meal period, but would often remain on duty and perform work while they were off the clock. The Company's timekeeping system would not allow employees to clock back in from their meal period any earlier than after thirty-nine minutes. Claimant and other aggrieved employees therefore would often clock out to reflect their meal period, continue working while off the clock, and then clock back in at the thirty-nine minute mark.

Further, while there was not a strict schedule regarding meal breaks, the Company required Claimant and other aggrieved employees to only take meal breaks at particular times. For example, Claimant was responsible for preparing and distributing meals to patients on a particular floor of the Medical Center. During her usual morning shift, Claimant would be responsible for preparing and providing patients with breakfast and lunch meals. The only available time to take an uninterrupted 30-minute, off-duty meal break was therefore during the time after distributing breakfast and before beginning to prepare for lunch. If breakfast work ran late, or if lunch work demanded early preparation, then that work would cut into the only time available to take a meal break, and Claimant and other aggrieved employees would have to perform work while off the clock, or miss their meal period altogether. If Claimant and other aggrieved employees were not able to take a meal break during this time, then they would miss the opportunity to take a break for that entire shift.

Likewise, Claimant typically worked shifts of 8 hours or more, and the Company did not permit Claimant and other aggrieved employees to take ten-minute, uninterrupted rest periods every four hours of work, or major fraction thereof, at any time during their shifts. Rest periods were never taken due to the Company's systemic practice of understaffing all positions, and the work required to complete the job duties. For example, the Company scheduled Claimant to work as the only cook for a particular floor of the building, and did not allow her to take breaks until she had fully completed distributing breakfast or lunch. Therefore, she could not leave for an off-duty rest break because the Company did not schedule anyone to relieve her of her duties.

Although Company policies indicate that rest breaks of ten consecutive minutes will be provided for every four hours worked or major fraction thereof, and that meal periods of at least thirty minutes will be provided for employees who work eight hours, the Company had the systemic practice of understaffing all positions, making it impossible for employees to complete their work while also taking compliant meal and rest breaks.

The Company did not compensate Claimant and, on information and belief, other aggrieved employees, an additional hour of pay at the employee's regular rate of pay for all work periods during which a meal period or rest period was not provided, as required under California

law. Thus the Company owes Claimant and other aggrieved employees meal period and rest period premiums for each workday they were not provided a compliant meal period and rest period.

The Company also failed to reimburse Claimant and other aggrieved employees for all necessary expenses that were incurred in the discharge of their job duties. For example, several employees were not provided with uniforms until completing a thirty-day probationary period. During these thirty days, the employees had to purchase and wear clothing similar to the provided uniforms. The employees were never reimbursed for the expenses of purchasing this clothing.

As a direct result of the Company's illegal policies and procedures outlined above, the Company failed to maintain accurate records reflecting all of Claimant's and other aggrieved employees' time worked and wages paid, in violation of California law. In addition, the wage statements issued by the Company did not include the correct amount of gross and net wages earned or total hours worked at each applicable rate of pay by the employee as required under California Labor Code Section 226.

As a direct result of the aforementioned Labor Code violations, the Company failed to timely pay Claimant and other aggrieved employees all wages due and payable, including minimum, regular, and overtime wages for all hours worked, and meal period and rest period premiums. When Claimant transferred back from a full-time permanent employee to a per diem employee, she was due to be paid differential rates based on the starting time of her shifts. However, she was paid at incorrect differential rates of pay, which were then also used to calculate incorrect overtime rates. As a result, the Company did not pay Claimant and other aggrieved employees the proper minimum, regular, and overtime wages. For the same reasons, the Company also did not pay Claimant and other aggrieved employees all wages due and payable upon separation of employment, including minimum, regular, and overtime wages for all hours worked, as well as all meal period and rest period premiums, as required by Labor Code sections 201, 202, and 204.

Due to the foregoing California Labor Code violations, the Company denied Claimant and other aggrieved employees certain rights afforded them under the California Labor Code and IWC Wage Orders. Claimant makes these claims against the Company on behalf of herself and all other aggrieved current and former employees of the Company in California.

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

(Cal. Lab. Code Sections 223, 225.5, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the Applicable IWC Wage Order)

California Labor Code Section 1197 states: "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." Further,

California Labor Code Section 1197.1(a) provides: “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203” Section 1198 states: “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

California Labor Code Section 510 states: “Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” The “Hours and Days of Work” and “Minimum Wages” sections of the applicable IWC Wage Order mandate the same requirements.

California Labor Code Section 1194(a) states: “[A]ny employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon are provided for under California Labor Code Section 1194.2.

California Labor Code Section 223 states: “Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.” California Labor Code Section 225.5 provides that, “every person who unlawfully withholds wages due any employee in violation of Section...223 shall be subject to a civil penalty” of \$100 for each initial violation, and \$200 plus 25 percent of the amount unlawfully withheld for a subsequent violation.

As set forth above, the Company failed to pay Claimant and other aggrieved employees all minimum, regular, and overtime wages rightfully earned, as required by these laws. The Company failed to pay the proper differential pay rates, required employees to perform work off the clock, and failed to pay meal period and rest period premiums. The Company therefore failed to properly compensate Claimant and other aggrieved employees for all hours worked. Claimant will pursue all available remedies for the Company’s violations on behalf of herself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO PROVIDE, AUTHORIZE, AND PERMIT COMPLIANT MEAL PERIODS AND REST PERIODS OR PAY MEAL AND REST PERIOD PREMIUMS
(Cal. Lab. Code Sections 226.7, 512, 558, 1198, and the “Meal Periods” and “Rest Periods” sections of the Applicable IWC Wage Order)

California Labor Code Section 226.7(b) states: “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission....” California Labor Code Section 226.7(c) states: “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law...the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

California Labor Code Section 512(a) states: “An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes” Section 512(a) goes on to state: “An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes”

The “Meal Periods” section of the applicable IWC Wage Order states, “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.” Furthermore, “[i]f an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.”

The “Meal Periods” section of the applicable IWC Wage Order also states: “[u]nless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

The “Rest Periods” section of the applicable IWC Wage Order states, “[e]very employer shall authorize and permit employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours

worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof.” Furthermore, “[i]f an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.” The Wage Order further states, “[r]est periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.”

California Labor Code Section 1198 states: “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

As set forth above, the Company failed to provide, authorize, or permit Claimant and other aggrieved employees with the opportunity to take uninterrupted, off-duty meal periods of at least 30-minutes before the start of their sixth hour of work, and did not provide, authorize, or permit Claimant and other aggrieved employees to take legally compliant ten-minute, uninterrupted rest periods every four hours of work, or major fraction thereof, as required by California law. Even if meal breaks were taken, Claimant and other aggrieved employees still performed employment-related tasks during their break. Likewise, Claimant and other aggrieved employees never took compliant rest breaks. Consequently, Claimant and other aggrieved employees were entitled to receive one-hour of premium wages for each day compliant meal periods and rest periods were not authorized or permitted. The Company has the pattern and practice of paying neither meal period premium wages even though meal periods were consistently “on-duty,” nor for paying rest period premium wages even though rest periods were not taken. Claimant will pursue all available remedies for the Company’s violations on behalf of herself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Cal. Lab. Code Sections 2802 and 2804, and the “Uniforms and Equipment” section of the Applicable IWC Wage Order)

California Labor Code Section 2802(a) provides, in pertinent part: “An 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”

California Labor Code Section 2802(b) states: “All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from

the date on which the employee incurred the necessary expenditure or loss.” Accordingly, Claimant will request that she receive interest on the applicable amount.

Furthermore, California Labor Code Section 2802(c) states: “For purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.” Consequently, Claimant will also request reimbursement of the attorney’s fees incurred in pursuing this matter.

California Labor Code Section 2804 provides: “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

The “Uniforms and Equipment” section of the applicable Wage Order provides: “When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer. The term “uniform” includes wearing apparel and accessories of distinctive design or color.

As set forth above, the Company did not provide uniforms to some employees for the first thirty days of their employment, and instead required those employees to purchase particular clothing to be worn during that thirty-day period, without providing reimbursement. Claimant will pursue all available remedies for the Company’s violations on behalf of herself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Cal. Lab. Code Sections 1174, 1174.5, 1198, and the “Records” section of the applicable IWC Wage Order)

California Labor Code Section 1174 states: “Every person employing labor in this state shall:...(d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to...employees employed at the respective plants or establishments.”

The “Records” section of the applicable IWC Wage Order states that “[e]very employer shall keep accurate information with respect to each employee” including time records showing when the employee begins and ends each work period and meal period, total hours worked in the payroll period and applicable rates of pay, and total wages paid each payroll period.

California Labor Code Section 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil

penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to California Labor Code Section 2699 for a violation of California Labor Code Section 1174(d).

As set forth above, the Company violated these requirements by failing to accurately record employee hours worked including, but not limited to, the Company's failure to record the proper beginning and end of each work period and meal periods. Claimant will pursue all available remedies for the Company's violations on behalf of herself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Cal. Lab. Code Sections 226, 226.3, 248.5, 1198, and the "Records" section of the Applicable IWC Wage Order)

California Labor Code Section 226(a) states, in pertinent part, that every employer shall provide an accurate, itemized wage statement in writing with respect to each of its employees showing: "(1) gross wages earned, (2) total hours worked by the employee..., (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid,...and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee"

California Labor Code Section 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and entitles an employee to an award of costs and reasonable attorney's fees. California Labor Code Section 226.3 imposes an additional civil penalty on the employer of \$250 per employee per violation of California Labor Code Section 226(a) in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

California Labor Code Section 248.5(e) provides that "any person or entity enforcing this article on behalf of the public as provided for under applicable state law shall, upon prevailing, be entitled only to equitable, injunctive, or restitutionary relief, and reasonable attorney's fees and costs."

The "Records" section of the applicable IWC Wage Order states that "[e]very employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid" It further states, in pertinent part: "Every employer shall keep accurate information with respect to each employee including the following:...(4) Total wages paid each payroll period,...(5) Total hours worked in the payroll period and applicable rates of pay."

As set forth above, the Company failed to provide Claimant and other aggrieved employees with accurate itemized wage statements that comply with the requirements of the California Labor Code because the wage statements issued did not accurately reflect the total regular hours worked, the correct amount of gross and net wages earned, and a correct number of hours worked at each applicable hourly rate as required under California Labor Code Section 226. Claimant will pursue all available remedies for the Company's violations on behalf of herself and other aggrieved employees to the extent allowed by law.

FAILURE TO TIMELY PAY ALL WAGES DUE

(Labor Code sections 201, 202, 203, 204, 210, 1194, 1194.2, 1198, and the
"Minimum Wages" section of the Applicable IWC Wage Order)

Labor Code section 204(a) states in pertinent part, "[a]ll wages...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." Furthermore, Labor Code section 204(b)(1) states, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period." The requirements of Labor Code section 204 are "deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Labor Code section 204(d). Labor Code section 210 provides that, "every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty" of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation. The "Minimum Wages" section of the applicable IWC Wage Order also states that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

Labor Code section 201 states, in pertinent part, "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code section 202 states, in pertinent part, "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

Labor Code section 203(a) states, in pertinent part, "[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days."

As set forth above, the Company intentionally failed to pay Claimant and other aggrieved employees all minimum, regular, and overtime wages owed, as well as meal and rest period premium wages owed, within the time required both during and upon separation of their employment. As a result of the Company's intentional failure to comply with the aforementioned Labor Code provisions, the Company owes Claimant and other aggrieved employees waiting time penalties. Claimant will pursue all available remedies for these alleged violations on behalf of himself and all other aggrieved employees of the Company in California to the extent allowed by law.

**CIVIL PENALTIES FOR VIOLATION OF THE CALIFORNIA LABOR CODE AND
IWC WAGE ORDERS**

(Cal. Lab. Code Sections 558, 558.1, and 1197.1)

California Labor Code Section 558 subjects any employer or any person acting on behalf of an employer who violates Part 2, Chapter 1, of the California Labor Code (Cal. Lab. Code Sections 500-558.1) or any provision regulating the hours and days of work in any IWC Wage Order to a civil penalty as follows: "(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages."

California Labor Code Section 558.1(a) states: "Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." This includes owners, officers, directors, or managing agents of the employer, pursuant to California Labor Code Section 558.1(b).

Similarly, California Labor Code Section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by any order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to California Labor Code Section 203 as follows: "(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall

be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

As set forth above, the Company underpaid Claimant and other aggrieved employees by failing to pay them all regular, minimum, and overtime wages rightfully owed, as well as all meal period and rest period premium wages owed, as required under California Labor Code Sections 226.7, 510, 512, 1194, 1197, 1198, and the applicable sections of the applicable IWC Wage Orders. As a result, the Company is liable for civil penalties under California Labor Code Sections 558 and 1197.1. Claimant will pursue all available remedies for the Company’s violations on behalf of herself and other aggrieved employees of the Company in California to the extent allowed by law.

**ATTORNEY’S FEES, COSTS, INTEREST, LIQUIDATED DAMAGES, AND
PENALTIES**

(Cal. Lab. Code Sections 210, 218.5, 218.6, 225.5, 226(e), 558, 1194, 1194.2, 1197.1, and 2699,
et seq.)

California Labor Code Sections 210, 218.5, 218.6, 225.5, 226(e), 558, 1194, 1194.2, 1197.1, and 2699, *et seq.*, among others, give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, as well as reasonable attorney’s fees and costs.

Pursuant to California Labor Code Section 2699, *et seq.*, an aggrieved employee is entitled to 25% of the penalty assessment, which is \$100 for the first violation and \$200 for each subsequent violation, and 100% of the underpaid wages. Accordingly, the Company is liable for these items in addition to the unpaid wages. Claimant has already incurred actual damages, costs, and attorney’s fees and she will continue to incur costs as a result of the Company’s unlawful actions. Claimant will pursue all available remedies, including those provided by PAGA, for these violations on behalf of herself and other aggrieved employees.

CONCLUSION

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Claimant becomes aware of additional compensation owed to her or other losses incurred by her or by any other aggrieved employee of the Company, she reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in her complaint.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alex Kuner', with a stylized flourish extending to the right.

Alex Kuner



April 10, 2020

Dear Reference 34912 00001 JONES CEDARS SINAI REB:

The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8108 9876 5057 3059 90.

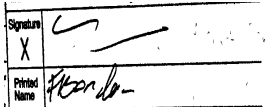
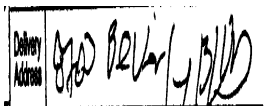
Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	April 9, 2020, 8:33 am
Location:	LOS ANGELES, CA 90048
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	CEDARS SINAI Medical Center

Shipment Details

Weight:	3.0oz
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Recipient Signature

Signature of Recipient:	
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April 10, 2020

Dear Reference 34912 00001 JONES CEDARS SINAI REB:

The following is in response to your request for proof of delivery on your item with the tracking number:
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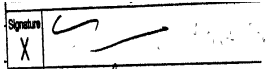
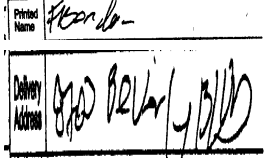
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Recipient Signature

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Rachel Bray

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Monday, April 06, 2020 10:14 AM
To: Rachel Bray
Subject: Thank you for submission of your PAGA Case.

4/6/2020

LWDA Case No. LWDA-CM-781834-20
Law Firm : GrahamHollis, APC
Plaintiff Name : Abionca Jones
Employer: Cedars-Senai Medical Center

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

SUM-100

SUMMONS
(CITACION JUDICIAL)

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

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

CEDARS-SINAI MEDICAL CENTER, and DOES 1
THROUGH 50, Inclusive.

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

ABIONCA JONES, on behalf of all aggrieved employees of
DEFENDANT in the State of California.

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, County of Los Angeles
111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

20STCV23698

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):
Graham S.P. Hollis (SBN 120577)/Vilmarie Cordero (SBN 268860)/Alex Kuner (SBN 323194) (619)692-0800
3555 Fifth Avenue, Suite 200, San Diego, CA 92103

Sherri R. Carter Executive Officer / Clerk of Court

DATE:
(Fecha) 06/23/2020

Clerk, by
(Secretario) **N. Alvarez**, Deputy
(Adjunto)

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

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):

[SEAL]



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): GRAHAMHOLLIS, APC Graham S.P. Hollis (SBN 120577)/Vilmarie Cordero (SBN268860) Alex Kuner (SBN 323194) 3555 Fifth Avenue, Ste 200, San Diego, CA 92103 TELEPHONE NO.: 619-692-0800 FAX NO.: 619-692-0822 ATTORNEY FOR (Name): Plaintiff Abionca Jones		FOR COURT USE ONLY												
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: Same CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk														
CASE NAME: Abionca Jones v. Cedars-Sinai Medical Center, et al.														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">CIVIL CASE COVER SHEET</td> <td colspan="2" style="text-align: center;">Complex Case Designation</td> </tr> <tr> <td style="width: 50%; vertical-align: top;"> ☒ Unlimited (Amount demanded exceeds \$25,000) </td> <td style="width: 50%; vertical-align: top;"> ☐ Limited (Amount demanded is \$25,000 or less) </td> <td style="width: 50%; vertical-align: top;"> ☐ Counter </td> <td style="width: 50%; vertical-align: top;"> ☐ Joinder </td> </tr> <tr> <td colspan="2"></td> <td colspan="2" style="text-align: center;"> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) </td> </tr> </table>			CIVIL CASE COVER SHEET		Complex Case Designation		☒ Unlimited (Amount demanded exceeds \$25,000)	☐ Limited (Amount demanded is \$25,000 or less)	☐ Counter	☐ Joinder			Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
CIVIL CASE COVER SHEET		Complex Case Designation												
☒ Unlimited (Amount demanded exceeds \$25,000)	☐ Limited (Amount demanded is \$25,000 or less)	☐ Counter	☐ Joinder											
		Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)												
JUDGE: 		DEPT:												

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

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

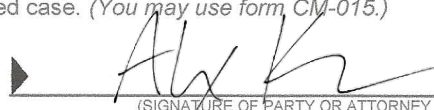
Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | 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): **1**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **June 23, 2020**

Alex Kuner

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SHORT TITLE:

Abionca Jones v. Cedars-Sinai Medical Center, et al.

CASE NUMBER

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

	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.) ☐ A7270 Intentional Infliction of Emotional Distress ☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11

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

SHORT TITLE:

Abionca Jones v. Cedars-Sinai Medical Center, et al.

CASE NUMBER

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

SHORT TITLE: Abionca Jones v. Cedars-Sinai Medical Center, et al.	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: 8700 Beverly Boulevard
CITY: Los Angeles	STATE: CA	ZIP CODE: 90048	

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: 6/23/2020


 (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.

FILED
 Superior Court of California
 County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk

By Rizallinda Mina, Deputy
 Rizallinda Mina

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

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

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

1) DEFINITIONS

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

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

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

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

b) Represented Litigants

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

c) Public Notice

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

1 d) Documents in Related Cases

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

5 3) EXEMPT LITIGANTS

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

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

12 4) EXEMPT FILINGS

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

14 i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of
15 Civil Procedure sections 170.6 or 170.3;

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

18 iv) Any ex parte application that is filed concurrently with a new complaint including those
19 that will be handled by a Writs and Receivers department in the Mosk courthouse; and

20 v) Documents submitted conditionally under seal. The actual motion or application shall be
21 electronically filed. A courtesy copy of the electronically filed motion or application to
22 submit documents conditionally under seal must be provided with the documents
23 submitted conditionally under seal.

24 b) Lodgments

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

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1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

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

4 6) TECHNICAL REQUIREMENTS

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

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

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

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

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

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

24 f) Accompanying Documents

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

27 g) Multiple Documents

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

h) Writs and Abstracts

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

i) Sealed Documents

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

j) Redaction

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

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

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

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

8) EX PARTE APPLICATIONS

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

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

9) **PRINTED COURTESY COPIES**

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

10) **WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS**

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

1 11) SIGNATURES ON ELECTRONIC FILING

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

5
6 This First Amended General Order supersedes any previous order related to electronic filing,
7 and is effective immediately, and is to remain in effect until otherwise ordered by the Civil
8 Supervising Judge and/or Presiding Judge.

9
10 DATED: May 3, 2019



Kevin C. Brazile
KEVIN C. BRAZILE
Presiding Judge

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Check or 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;

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

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The following parties stipulate:

Date:

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Date:

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Date:

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(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 of the Court
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

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

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

The following parties stipulate:

Date:

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

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		ESTATE BAR NUMBER	Reserved for Case & 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)			

- This document relates to:
 - ☐ Request for Informal Discovery Conference
 - ☐ Answer to Request for Informal Discovery Conference
- Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request)
- Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
- 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.

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The following parties stipulate:

Date:

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(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

(ATTORNEY FOR PLAINTIFF)

(ATTORNEY FOR DEFENDANT)

(ATTORNEY FOR DEFENDANT)

(ATTORNEY FOR DEFENDANT)

(ATTORNEY FOR _____)

(ATTORNEY FOR _____)

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date:

JUDICIAL OFFICER



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

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

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

What is ADR?

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

Advantages of ADR

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

Disadvantages of ADR

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

Main Types of ADR:

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

Mediation may be appropriate when the parties

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

Mediation may not be appropriate when the parties

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

How to arrange mediation in Los Angeles County

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

a. The Civil Mediation Vendor Resource List

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

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

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

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

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

b. Los Angeles County Dispute Resolution Programs

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

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

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

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In “binding” arbitration, the arbitrator’s decision is final; there is no right to trial. In “nonbinding” arbitration, any party can request a trial after the arbitrator’s decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>
4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court’s MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/C10047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/C10109.aspx>

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

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 06/23/2020 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>N. Alvarez</u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 20STCV23698

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Mark V. Mooney	68					

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

Sherri R. Carter, Executive Officer / Clerk of Court

on 06/23/2020
(Date)

By N. Alvarez, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

APPLICATION

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

PRIORITY OVER OTHER RULES

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

CHALLENGE TO ASSIGNED JUDGE

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

TIME STANDARDS

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

COMPLAINTS

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

CROSS-COMPLAINTS

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

STATUS CONFERENCE

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

FINAL STATUS CONFERENCE

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

SANCTIONS

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

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

Class Actions

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

***Provisionally Complex Cases**

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