

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Rafael Ongkeko

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7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
10

11 LEONEL RIVAS, individually and on behalf
all other aggrieved employees of
12 DEFENDANTS in the State of California,

13 Plaintiff,

14 vs.

15 FAB4, LLC, a California Limited Liability
16 Company, dba Russell Westbrook Chrysler
Dodge Jeep Ram Van Nuys; MEHRABAN
17 KHAJEHNOURI, an individual; DOES 1
through 20, inclusive,
18

19 Defendants.
20

Case No. **20STCV28840**

**COMPLAINT AND REPRESENTATIVE
ACTION FOR PAGA PENALTIES FOR:**

**1. Violation of California Labor Code
§§ 2698, et seq. (PAGA)**

DEMAND FOR JURY TRIAL

21 **NATURE OF ACTION**

22 1. Plaintiff LEONEL RIVAS ("Plaintiff" OR "RIVAS") brings this representative
23 action pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698,
24 et seq. ("PAGA"), on behalf of himself and all other aggrieved current and former non-exempt
25 employees of Defendant FAB4, LLC ("FAB4"), Defendant MEHRABAN KHAJEHNOURI
26 ("KHAJEHNOURI"), and DOES 1 through 20 (collectively, "Defendants") for engaging in a
27 pattern and practice of wage and hour violations under the California Labor Code.
28

2. Plaintiff brings this representative action against Defendants for engaging in a pattern of wage and hour violations under the California Labor Code and the Industrial Welfare Commission (“IWC”) Wage Orders; on information and belief, IWC Wage Order No. 4 are applicable to Defendants’ business and trade.

3. Plaintiff brings this action on behalf of all current and former non-exempt employees who were employed by Defendants in the State of California during the applicable PAGA time period (hereinafter referred to as “Aggrieved Employees”).

4. This complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code against Defendants.

5. Plaintiff is informed and believes and based thereon alleges that Defendants, jointly and severally, have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees. Defendants’ systematic pattern of wage and hour and IWC Wage Order violations toward Plaintiff and other Aggrieved Employees include, *inter alia*:

- a. Failure to provide compliant meal and rest periods;
- b. Failure to pay all minimum, regular, and overtime wages;
- c. Failure to reimburse for all business expenses;
- d. Failure to maintain true and accurate records;
- e. Failure to provide accurate written notice that sets forth the amount of paid sick leave;
- f. Failure to provide accurate itemized wage statements; and
- g. Failure to timely pay wages due during and upon separation of employment.

6. Plaintiff brings this representative action against Defendants seeking to recover PAGA civil penalties on behalf of himself and on behalf of other Aggrieved Employees. To the extent statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but simply the relief provided by the PAGA. The State of California enacted the PAGA to permit individuals to bring an action on behalf of themselves and on behalf of others for PAGA penalties only, which is the precise and sole nature of this action. Plaintiff seeks to obtain all applicable relief for Defendants’ violations under

PAGA and solely for the relief as permitted by PAGA. Nothing in this complaint should be construed as attempting to obtain any relief that would not be available in a PAGA-only action.

7. Plaintiff reserves the right to name additional representatives throughout the State of California.

8. FAB4 does business as Russell Westbrook Chrysler Dodge Jeep Ram in Van Nuys, California. FAB4 is in the automobile dealership business. FAB4 employed Plaintiff as a technician at its automobile dealership from on or around June 15, 2016 until on or around April 3, 2020. FAB4 is the employer identified on Plaintiff's wage statements, and Plaintiff is informed and believes, and based thereon alleges, that FAB4 is the employer identified on all Aggrieved Employees' wage statements. Plaintiff is informed and believes, and based thereon alleges, that throughout his and Aggrieved Employees' employment, they experienced multiple violations of the Labor Code.

PARTIES AND THEIR AGENTS

9. At all relevant times herein, Plaintiff was a resident and now is an individual residing in the County of Los Angeles, State of California.

10. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section 2699(c) because he was employed by Defendants and suffered one or more of the violations committed by Defendants.

11. At all relevant times herein, Defendant FAB4 was and now is a California Limited Liability Company with its business addresses in Van Nuys, California, and Santa Cruz, California, and doing business in the County of Los Angeles, California. Defendant FAB4 is an employer within the meaning of all applicable state laws and statutes. Defendant FAB4 was and is an employer of Plaintiff and of other Aggrieved Employees within the meaning of the California Labor Code, the applicable Wage Order. Defendant FAB4 exercised control over the wages, hours and working conditions of Plaintiff and other Aggrieved Employees, and supervised their work. Defendant FAB4 suffered and permitted Plaintiff and other Aggrieved Employees to work. Defendant FAB4 knew or reasonably should have known that Plaintiff and other Aggrieved Employees were subjected to unlawful working conditions.

12. All relevant times herein, Defendant FAB4 was an employer whose employees were and are engaged to work in the State of California.

13. At all relevant times herein, Defendant MEHRABAN KHAJEHNOURI was and now is a Manager or Member of FAB4 and was and now is an individual residing in the County of Santa Cruz. Plaintiff is informed and believes, and based thereon alleges, that KHAJEHNOURI is a person acting on behalf of FAB4 pursuant to Labor Code § 558 and is an officer or agent of FAB4 pursuant to Labor Code § 1197.1.

14. The true names and capacities, whether corporate, associate, individual or otherwise of defendants DOES 1 through 20, inclusive, are unknown to Plaintiff, who therefore sues said defendants by such fictitious names pursuant to California Code of Civil Procedure § 474. Each of the defendants designated herein as a DOE is negligently or otherwise legally responsible in some manner for the events and happenings herein referred to and caused injuries and damages proximately thereby to Plaintiff and based on information and belief, and based thereon alleged, to other Aggrieved Employees, as herein alleged. Plaintiff is informed and believes and thereon alleges that each of said fictitious Defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and other Aggrieved Employees to be subject to the illegal employment practices, wrongs and injuries complained of herein. Plaintiff will ask leave of court to amend this Complaint to show their names and capacities when the same have been ascertained.

15. Whenever and wherever reference is made in this complaint to any act or failure to act by a defendant or defendants, such allegations and references shall also be deemed to mean the acts and/or failures to act by each defendant acting individually, jointly, and severally.

16. Unless otherwise indicated herein, each Defendant herein sued is the agent, co-conspirator, joint venture, partner, and/or employee of every other Defendant and, as alleged, has been acting within the course and scope of said agency, conspiracy, joint venture, partnership, and/or employment, with the knowledge and/or consent of co-Defendants, and each of them. Moreover, Plaintiff is informed and believes and thereon alleges that each Defendant has

1 authorized and/or ratified the wrongful activities of each of the remaining Defendants and their
2 agents.

3 17. At all times herein mentioned, each of said Defendants participated in the doing of
4 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
5 Defendants, and each of them, were the agents, servants and employees of each of the other
6 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
7 within the course and scope of said agency and employment.

8 18. At all relevant times, Plaintiff and, on information and belief, other Aggrieved
9 Employees of Defendants in California were subject to the same policies, practices, and
10 procedures governing their employment and their payment of wages and hours worked.

11 19. Plaintiff is informed and believes and thereon alleges that at all times herein
12 mentioned Defendants and DOES 1 through 20, are and were corporations, business entities,
13 individuals, and partnerships, licensed to do business and actually doing business in the State of
14 California.

15 20. Plaintiff is informed and believes and based thereon alleges that at all times
16 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
17 joint venturer of, or working in concert with each of the other co-Defendants and was acting
18 within the course and scope of such agency, employment, joint venture, or concerted activity. To
19 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
20 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
21 Defendants.

22 21. At all times herein mentioned, Defendants, and each of them, were members of,
23 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
24 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

25 22. At all times herein mentioned, the acts and omissions of various Defendants, and
26 each of them, concurred and contributed to the various acts and omissions of each and all of the
27 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
28 herein mentioned, Defendants, and each of them, ratified each and every act or omission

1 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and
2 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
3 damages as herein alleged.

4 23. Plaintiff alleges on information and belief that the named and DOE Defendants
5 were: (1) acting as express agents, ostensible agents, servants, partners, and/or employees of each
6 other; (2) acting within the scope of and pursuant to such agency and employment, and with the
7 full knowledge, consent, permissions, approval and ratification, either express or implied, of each
8 of the other defendants and benefited from the actions of every other defendant, thereby adopting
9 such conduct and actions as their own; (3) acting as other's alter egos; and (4) aiding and abetting
10 and offering substantial assistance to each other in the commissions of the alleged wrongful acts.

11 24. Plaintiff is informed and believes, and based thereon alleges, that each and all of
12 the acts and omissions alleged herein were performed by, or are attributable to, Defendants, each
13 acting as the agent for the other, with legal authority to act on the other's behalf. The acts of any
14 and all Defendants were in accordance with, and represent the official policies of Defendant
15 FAB4.

16 25. Defendants, including DOES 1 THROUGH 20, were Plaintiff's employers or
17 persons acting on behalf of Plaintiff's employer, within the meaning of California Labor Code
18 section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
19 Labor Code or any provision regulating hours and days of work in any order of the Industrial
20 Welfare Commission and, as such, are subject to civil penalties for each underpaid employee, as
21 set forth in Labor Code section 558, at all relevant times.

22 26. Defendants, including DOES 1 THROUGH 20, were Plaintiff's employers or
23 persons acting on behalf of Plaintiff's employer either individually or as an officer, agent, or
24 employee of another person, within the meaning of California Labor Code section 1197.1, who
25 paid or caused to be paid to any employee a wage less than the minimum fixed by California state
26 law, and as such, are subject to civil penalties for each underpaid employee.

JURISDICTION AND VENUE

27. This representative action is brought pursuant to California Labor Code § 2698, *et seq.* The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

28. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given by statute to other trial courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

29. The California Superior Court has jurisdiction over Defendants because FAB4 is a California Limited Liability Company with its business address within the State of California and was at all relevant times authorized and did do business in the State of California and Defendant KHAHJENOURI resides within the State of California. Further, Plaintiff resides in the State of California and the illegal conduct herein took place within the State of California.

30. Venue is proper in the County of Los Angeles because Defendants maintain offices, has agents, and/or transacts business in the State of California, including the County of Los Angeles. Moreover, the majority of the acts and omissions alleged herein relating to Plaintiff and Aggrieved Employees took place in the State of California, including the County of Los Angeles.

PAGA ALLEGATIONS

31. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

32. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code § 2699.3.

33. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

34. Plaintiff was employed by Defendants and the alleged violation was committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and other non-exempt employees are “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

35. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursuant a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee shall give written notice by online submission (hereinafter “Employee’s Notice”) to the Labor & Workforce Development Agency (hereinafter “LWDA”) and by U.S. Certified Mai to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWD Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code § 2699 to recovery civil penalties in addition to any other penalties to which the employee may be entitled.

36. On May 19, 2020, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct of Plaintiff’s PAGA notice is attached hereto as **EXHIBIT 1**.



1 Plaintiff has not received an LWDA notice within sixty-five (65) calendar days of the date of
2 Plaintiff's notice.

3 37. Therefore, Plaintiff has satisfied the administrative prerequisites under California
4 Labor Code § 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies
5 authorized by the PAGA for violations of California Labor Code §§ 201, 202, 203, 204, 226(a),
6 226.7, 246, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802.

7 **GENERAL ALLEGATIONS**

8 38. At all relevant times set forth herein, Defendants employed Plaintiff and other
9 Aggrieved Employees as hourly-paid or non-exempt employees who worked for any of the
10 Defendants in the State of California.

11 39. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
12 exempt employee from on or around June 15, 2016 until on or around April 3, 2020 in the State of
13 California.

14 40. Defendants hired Plaintiff and Aggrieved Employees, and failed to compensate
15 them for all hours worked, missed meal periods, and/or rest breaks, failed to reimburse them for
16 necessary business expenditures, failed to maintain accurate records, and failed to issue accurate
17 itemized wage statements.

18 41. Defendants had the authority to hire and terminate Plaintiff and Aggrieved
19 Employees, to set work rules and conditions governing Plaintiff's and Aggrieved Employees'
20 employment, and to supervisor their daily employment activities.

21 42. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs
22 and Aggrieved Employees' employment for them to be joint employers of Plaintiff and Aggrieved
23 Employees.

24 43. Defendants directly hired and paid wages and benefits to Plaintiff and Aggrieved
25 Employees.

26 44. Defendants continue to employ hourly-paid or non-exempt employees, within the
27 State of California.

28

1 45. Plaintiff and Aggrieved Employees worked over eight (8) hours in a day, and/or
2 forty (40) hours in a week during their employment with Defendants.

3 46. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
4 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
5 advisors knowledgeable about: (1) California and federal labor and wage law; (2) employment and
6 personnel practices; and (3) the requirements of California and federal law.

7 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
9 non-exempt employees. This scheme involved, inter alia, failing to pay them for all hours worked
10 and missed and/or non-compliant (short, late, interrupted, and/or altogether missed) meal periods
11 and rest breaks, failed to set forth the correct and accurate balance of sick leave on their wage
12 statements, and failed to reimburse them for necessary expenditures or losses incurred by them, in
13 violation of California law.

14 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
15 or should have known that Plaintiff and Aggrieved Employees were entitled to receive certain
16 wages for overtime compensation and that they were not receiving wages for overtime
17 compensation.

18 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
19 to provide Plaintiff and Aggrieved Employees the required rest and meal periods during the
20 relevant time period as required under the Industrial Welfare Commission Wage Orders and thus
21 they are entitled to any and all applicable penalties.

22 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
23 or should have known that Plaintiff and other aggrieved employees were entitled to receive all
24 meal periods or payment of one additional hour of pay at Plaintiff's and Aggrieved Employees
25 regular rate of pay when a meal period was missed, and they did not receive all meal periods or
26 payment of one additional hour of pay at Plaintiff's and Aggrieved Employees' regular rate of pay
27 when a meal period was missed.

1 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
2 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all rest
3 periods or payment of one additional hour of pay at Plaintiff's and other aggrieved employees'
4 regular rate of pay when a rest period was missed, and they did not receive all rest periods or
5 payment of one additional hour of pay at Plaintiff's and Aggrieved Employees' regular rate of pay
6 when a rest period was missed.

7 52. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
8 or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least
9 minimum wages for compensation that they were not receiving at least minimum wages for all
10 hours worked.

11 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
12 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all wages
13 owed to them upon discharge or resignation, including overtime and minimum wages, and they
14 did not, in fact, receive all such wages owed to them at the time of their discharge.

15 54. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
16 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all wages
17 owed to them during their Employment. Plaintiff and the other aggrieved employees did not
18 receive payment of all wages, including overtime and minimum wages and meal and rest period
19 premiums, within any time permissible under California Labor Code § 204.

20 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
21 or should have known that Plaintiff and Aggrieved Employees were entitled to receive written
22 notice that sets forth the amount of paid sick leave available, or paid time off leave, for use on
23 either the employees' itemized wage statements or in a separate writing provided on the
24 designated pay date with the employees' payment of wages pursuant to Labor Code § 246.
25 Moreover, Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
26 should have known that they were subject to Los Angeles Municipal Code § 187.01, et seq. known
27 as Los Angeles Paid Sick Leave, as Defendants' business was within the geographic boundaries of
28 the City of Los Angeles, and Plaintiff and Aggrieved Employees performed their work within the

1 geographic limits of the City of Los Angeles. Plaintiff and Aggrieved Employees did not receive
2 accurate written notice pursuant to Labor Code § 246 because Plaintiff is informed and believes,
3 and based thereon alleges, that Defendants failed to comply with the Los Angeles Paid Sick Leave
4 ordinance.

5 56. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
6 or should have known that Plaintiff and Aggrieved Employees

7 57. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
8 or should have known that Plaintiff and Aggrieved Employees were entitled to receive complete
9 and accurate wage statements in accordance with California law, but, in fact, they did not receive
10 complete and accurate wage statements from Defendants.

11 58. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
12 or should have known that Plaintiff and Aggrieved Employees were entitled to reimbursement for
13 necessary business-related expenses and costs, including, but not limited to, use of cell phones for
14 work, diagnostic smart phone applications, and tools.

15 59. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
16 or should have known that they had a duty to compensate Plaintiff and Aggrieved Employees
17 pursuant to California law, and that Defendants had the financial ability to pay such compensation,
18 but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and
19 Aggrieved Employees that they were properly denied wages, all in order to increase Defendants'
20 profits.

21 60. At all material times set forth herein, Defendants failed to pay overtime wages to
22 Plaintiff and Aggrieved Employees. Plaintiff and Aggrieved Employees were required to work
23 more than eight (8) hours per day and/or forty (40) hours per week without overtime
24 compensation.

25 61. At al material times set forth herein, Defendants failed to provide uninterrupted
26 meal and rest periods to Plaintiff and Aggrieved Employees.

27 62. At all material times set forth herein, Defendants failed to pay Plaintiff and
28 Aggrieved Employees at least minimum wages for all hours worked.

63. At all material times set forth herein, Defendants failed to pay Plaintiff and Aggrieved Employees all wages owed to them upon discharge or resignation.

64. At all material times set forth herein, Defendants failed to pay Plaintiff and Aggrieved Employees' wages within any time permissible under California law, including, inter alia, California Labor Code § 204.

65. At all material times set forth herein, Defendants failed to provide Plaintiff and Aggrieved Employees with accurate written notice that sets forth the amount of paid sick leave available, or paid time off, for use on their itemized wage statements or in a separate writing provided on the designated pay date with their payment of wages.

66. At all material times set forth herein, Defendants failed to provide complete and accurate wage statements to Plaintiff and Aggrieved Employees.

67. At all material times set forth herein, Defendants failed to keep complete and accurate payroll records for Plaintiff and Aggrieved Employees.

68. At all material times set forth herein, Defendants failed to reimburse Plaintiff and Aggrieved Employees for necessary business-related expenses and costs, including, but not limited to, use of cell phones for work, diagnostic smart phone applications, and tools.

69. At all material times set forth herein, Defendants failed to properly compensate Plaintiff and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

70. California Labor Code § 218 states that nothing in Article I of the Labor Code shall limit the right of any wage claimant to "sue directly...for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq. (PAGA)

[Alleged by Plaintiff and On behalf of Aggrieved Employees Against all Defendants]

71. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

72. Pursuant to Labor Code section 2699(a), Plaintiff seeks civil penalties on behalf of himself and all other current and former employees of Defendants that worked as non-exempt employees in California from May 19, 2019 through the present.

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

74. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendant’s violations of Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 2802.

75. For all provisions of the Labor Code for which a civil penalty is not specifically provided, Labor Code section 2699(f) imposes upon Defendants, and each of them, 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.

76. The Cause of Action alleged herein is appropriately suited for a Labor Code Private Attorneys General Act of 2004 (“PAGA”) action because:

a. Pursuant to California Labor Code section 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the California Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or 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;

1 c. Plaintiff is an “aggrieved employee” because he was employed by the alleged
2 violators and had one or more of the alleged violations committed against him;

3 d. On or about May 19, 2020, Plaintiff satisfied the procedural requirements of
4 section 2699.3 by serving the LWDA electronically and Defendants via Certified Mail with his
5 notice for wage and hour violations and penalties, including the facts and theories to support each
6 violation.

7 e. As of the date of the filing of this Complaint, the LWDA has not informed
8 Plaintiff whether the LWDA intends to investigate Plaintiff’s claims. More than 65 days have
9 passed since Plaintiff served notice via Certified Mail to the LWDA and his employers. Therefore,
10 Plaintiff satisfied all the administrative requirements to pursue civil penalties against Defendants
11 pursuant to Labor Code section 2698, *et seq.*

12 f. Plaintiff filed this action pursuant to Labor Code section 2699(a) and (f), on
13 behalf of himself and all other aggrieved employees of Defendants to recover civil penalties,
14 including unpaid wages, which are to be paid to the affected employees pursuant to Labor Code
15 sections 558 and 1197.1.

16 g. Defendants were Plaintiff’s employers or persons acting on behalf of
17 Plaintiff’s employer, within the meaning of California Labor Code section 558, who violated or
18 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
19 regulating hours and days of work in any order of the Industrial Welfare Commission and, as such,
20 are subject to civil penalties for each underpaid employee, as set forth in Labor Code section 558,
21 at all relevant times.

22 h. Defendants were Plaintiff’s employers or persons acting on behalf of
23 Plaintiff’s employer either individually or as an officer, agent, or employee of another person, within
24 the meaning of California Labor Code section 1197.1, who paid or caused to be paid to any
25 employee a wage less than the minimum fixed by California state law, and as such, are subject to
26 civil penalties for each underpaid employee, as well as liquidated damages pursuant to Labor Code
27 section 1194.2, and any applicable penalties imposed pursuant to Labor Code section 203.

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i. Plaintiff seek to recover all applicable civil penalties under PAGA on behalf of themselves and all other aggrieved employees of Defendants in California including, but not limited to, all unpaid and/or underpaid wages pursuant to Labor Code sections 558 and 1197.1.

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

78. Plaintiff seek to recover civil penalties on behalf of himself and other aggrieved employees for Defendants' violations of the Labor Code, including but not limited to Defendants' violations of Labor Code sections §§ 201-204, 223, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 2800, 2802 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.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment as follows where applicable on Plaintiff's separately stated Causes of Action:

1. For reasonable attorneys' fees and costs of suit to the extent permitted by law pursuant to Labor Code sections 2698, *et seq.*

2. For civil penalties to the extent permitted by law pursuant to the Labor Code under the PAGA;

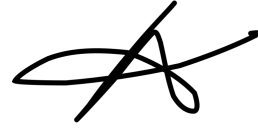
3. For civil penalties for each initial and subsequent violation for each underpaid employee for each pay period for which the employee was underpaid, in addition to an amount sufficient to recover the underpaid wages pursuant to Labor Code section 558 and, pursuant to Labor Code 1197.1, in addition to an amount sufficient to recover underpaid wages, as well as liquidated damages pursuant to section 1194.2, and any applicable penalties imposed pursuant to Labor Code section 203; and

4. For such other relief as the Court deems just and proper.

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Dated: July 30, 2020

ARIN | JAMES LLP



By: _____

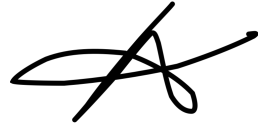
ARIN NORIJANIAN
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DEMAND FOR JURY TRIAL

PLAINTIFF LEONEL RIVAS DEMANDS A JURY TRIAL

Dated: July 30, 2020

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By: _____

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JAMES H. DEMERJIAN
Attorneys for LEONEL RIVAS



Arin | James LLP

On behalf of the employee.

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May 19, 2020

Via Online Electronic Filing

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

Via Certified Mail / Return Receipt Requested

FAB4, LLC
2395 Delaware Ave. #116
Santa Cruz, California 95060

Robert W. Thompson
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Irvine, California 92614

Mehraban Khajehnouri
2395 Delaware Ave. #116
Santa Cruz, California 95060

Re: **Leonel Rivas's Wage and Hour Claims Against FAB4, LLC**

Dear Labor and Workforce Development Agency, FAB4, LLC, and Mehraban Khajehnouri:

Please be advised that Leonel Rivas ("Mr. Rivas") has retained our firm to represent him for claims against his former employer FAB4, LLC, dba Russell Westbrook Chrysler Dodge Jeep Ram of Van Nuys ("FAB4") and Mehraban Khajehnouri, who is listed as a manager or member of FAB4 on its Statement of Information filed with the Secretary of State. This correspondence shall serve as Mr. Rivas's written notice under Labor Code § 2699.3 of the claims asserted on behalf of Mr. Rivas and all other aggrieved employees against FAB4. Mr. Rivas provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3.

Mr. Rivas desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly. Pursuant to Labor Code § 2699(a), and by way of



this letter, Mr. Rivas also intends to represent all other non-exempt employees who performed work for FAB4 in California and have suffered at least one of the wage and hour violations described herein during their employment as well as any other violations suffered by the aggrieved employees.

Mr. Rivas alleges that FAB4 committed the following against him and all other non-exempt employees in California:

Factual Background:

FAB4, LLC is a California limited liability company. FAB4 owns and operates an automobile dealership and does business as Russell Westbrook Chrysler Dodge Jeep Ram of Van Nuys. Mehraban Khajehnouri is listed as a manager or member of FAB4 on its Statement of Information filed with the Secretary of State. FAB4 employed Mr. Rivas as a non-exempt employee from approximately June 2016 until around April 3, 2020.

Mr. Rivas's duties included servicing and repairing customers' automobiles at FAB4's dealership. Mr. Rivas was paid either by piece rate or hourly, depending on the type and/or duration of a job. Mr. Rivas worked full time throughout his employment at FAB4. Mr. Rivas routinely worked schedule shifts of no less than nine (9) hours and often times worked more than eight (8) hours in a day.

FAB4's Labor Code and IWC Wage Order Violations:

FAB4 denied Mr. Rivas and other non-exempt employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). For example, FAB4 failed to provide them with legally compliant meal and rest breaks or pay them meal and rest break premiums, failed to timely pay Mr. Rivas and other non-exempt employees all minimum, regular, and overtime wages owed, failed to properly compensate Mr. Rivas and other non-exempt employees pursuant to the piece-rate statute, failed to reimburse them for all business expenses, failed to maintain accurate records and issue accurate itemized wage statements, and failed to timely pay all wages due during and upon separation of employment. Specifically, FAB4 committed the following Labor Code violations against Mr. Rivas and other non-exempt employees:

1. FAB4 violated Labor Code § 226.7, 512 and the "Meal Period" section of the applicable IWC Wage Order by not providing Mr. Rivas and other non-exempt employees the opportunity to take compliant and off-duty meal periods within the first 5 hours of work for shifts in excess of 5 hours and by also not providing Mr. Rivas and other non-exempt employees the opportunity to take a second compliant and off-duty meal periods within the first 10 hours of work for shifts in excess of 10 hours.



Oftentimes, Mr. Rivas and other non-exempt employees would entirely miss their meal breaks because their duties did not allow them to take a meal break during their shifts. Additionally, Mr. Rivas and other non-exempt employees would not be provided duty-free meal breaks such that they would receive telephone calls and text messages from individuals in the service department thereby interrupting their duty-free meal periods. FAB4 did not pay the requisite meal period premium pay of an additional hour of wages.

2. Additionally, FAB4 violated Labor Code § 226.7 and the “Rest Period” section of the applicable IWC Wage Order by not authorizing or permitting Mr. Rivas and other non-exempt employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major fraction thereof. Specifically, due to the high volume of vehicles Mr. Rivas and other non-exempt employees had to service each day, they routinely would not receive timely and/or compliant rest periods. Moreover, FAB4 failed to pay the requisite rest period premium pay of an additional hour of wages.

3. FAB4 violated Labor Code §§ 510, 558, 1194, 1197.1 and the “Hours and Days of Work” sections of the applicable Wage Order by not paying Mr. Rivas and other non-exempt employees any applicable overtime wages for time spent over 8 hours in a day or 40 hours in a workweek. Mr. Rivas and other non-exempt employees routinely worked overtime hours, however, FAB4 would require them to revise their timesheets to reflect no overtime hours in an attempt to avoid paying them overtime.

4. FAB4 violated Labor Code § 245 *et seq.*, known as the Healthy Workplaces, Healthy Families Act of 2014, as well as Los Angeles Municipal Code §187.01, *et seq.*, known as Los Angeles Paid Sick Leave. FAB4’s dealership is within the geographic boundaries of the City of Los Angeles and Mr. Rivas and other non-exempt employees performed all of their work within the City’s geographic boundaries. The City’s sick leave policy allows employees to take up to 48 hours of sick leave in each year of employment, calendar year, or 12-month period, with a **72-hour cap**. FAB4 is in violation of this law as FAB4 only allows for and provides a 24-hour cap on its employees’ sick leave. Additionally, Labor Code § 246 requires an employer to set forth the amount of paid sick leave available for use on its employees’ itemized wage statements described in Labor Code § 226 or in a separate writing provided on the employee’s designated pay date. Because FAB4 failed to comply with the Los Angeles Paid Sick Leave law, Mr. Rivas and other non-exempt employees’ itemized wage statements did not include an accurate itemization of their sick leave balance.

5. FAB4 violated Labor Code sections 201-204, 210, 1194, 1194.2, 1198 and the “Minimum Wage” section of the applicable Wage Order by failing to pay all wages during employment and upon separation of employee to Mr. Rivas and other non-exempt employees, including without limitation, by not paying employees for all hours worked, including overtime, by not paying employees on a timely basis, and by failing to pay premium pay for missed meal and rest periods.



6. FAB4 violated Labor Code §§ 1174, 1174.5, 1198 and the “Records” section of the applicable Wage Order by failing to accurately record employee hours worked including, but not limited to, FAB4’s failure to record the proper beginning and end of each work period, the total hours worked during the pay period, the applicable rates of pay, and the wages paid. For example, FAB4 would have employees alter or revise their time records to remove overtime hours in an effort to avoid paying overtime wages and would have employees revise or alter time records to show that a compliant meal break was taken (when, in fact, a compliant meal break was not taken).

7. FAB4 violated Labor Code § 226.2, to the extent and on the occasions that Mr. Rivas and other non-exempt employees were paid on a piece-rate basis. Specifically, FAB4 failed to separately compensate Mr. Rivas and other non-exempt employees for rest and recovery periods and nonproductive time at the proper rates of pay pursuant to Labor Code § 226.2. Additionally, FAB4 failed to include the necessary piece-rate information (compensation for rest and recovery periods and compensation for nonproductive time) on Mr. Rivas’s and other non-exempt employees’ wage statements.

8. FAB4 violated Labor Code § 2802 by failing to reimburse for necessary business expenditures including but not limited to: cell phone use, diagnostic applications for the cell phone, and mechanic tools. Mr. Rivas and other non-exempt employees were required to use their own cell phones for work by receiving and responding to calls, receiving and responding to text messages, and using a mobile application for purposes of automobile diagnostics (which carried its own separate subscription fee). This required FAB4 to reimburse Mr. Rivas and other non-exempt employees for the reasonable value of the required cell phone use. Additionally, FAB4 failed to reimburse Mr. Rivas and other non-exempt employees for their use of tools. Wage Order No. 4-2001, Section 9(B) states: “When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.” FAB4 required Mr. Rivas and other non-exempt employees to provide their own tools – both hand tools and power tools. Mr. Rivas spent thousands of dollars on tools, and it is alleged that other non-exempt employees incurred similar expenses. FAB4 is an employer within the geographic boundaries of the City of Los Angeles and is subject to the City of Los Angeles minimum wage. FAB4 did not pay Mr. Rivas and other non-exempt employees at an hourly wage that was no less than double the applicable minimum wage. Accordingly, FAB4 was required to provide and maintain all tools for Mr. Rivas and other non-exempt employees and/or reimburse Mr. Rivas and other non-exempt employees for the use of their own tools. Lastly, to the extent that FAB4 did pay Mr. Rivas and other non-exempt employees at an hourly rate that was at least double



the minimum wage, FAB4 failed to provide and maintain Mr. Rivas and other non-exempt employees with tools other than hand tools and/or failed to reimburse Mr. Rivas and other non-exempt employees for the use of such tools. Accordingly, FAB4 violated Labor Code § 2802.

9. FAB4 violated Labor Code § 226(a) by issuing wage statements that did not include the correct overtime rate as required under Labor Code section 226, did not include or reflect the payment of the one hour premiums for non-compliant meal and/or rest periods, did not include the information required by Labor Code § 226.2 when paid by piece-rate, did not include any reimbursements for business expenses, and did not include an accurate balance of Mr. Rivas's and other non-exempt employees' available sick leave. As such, FAB4 violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Mr. Rivas and other non-exempt employees.

Mr. Rivas will pursue all available remedies, including those provided by PAGA, for the violations identified herein on behalf of themselves and other non-exempt employees.

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, Mr. Rivas becomes aware of additional compensation owed to him or other losses incurred by him or by any other non-exempt employee of FAB4, he 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 his complaint.

Very truly yours,

Arin | James LLP

Arin Norijanian
James Demerjian

an/jd

ARIN NORJIANIAN (SBN 260936); JAMES DEMERJIAN (SBN 266525)
ARIN | JAMES LLP
100 North Brand Blvd., Suite 620, Glendale, CA 91203

TELEPHONE NO.: 818-476-0133

FAX NO. (Optional): 818-230-5243

ATTORNEY FOR (Name): Plaintiff Leonel Rivas

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS: 111 North Hill Street

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Central District

CASE NAME:

Rivas v. FAB4, LLC, et al.

CIVIL CASE COVER SHEET

☒ **Unlimited**
(Amount
demanded
exceeds \$25,000)

☐ **Limited**
(Amount
demanded is
\$25,000)

Complex Case Designation

☐ Counter ☐ Joinder

Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

20STCV28840

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)

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: July 30, 2020

Arin Norjianian

(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

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

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

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

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|---|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
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	1, 4, 11
		☐ A7240 Other Professional Health Care Malpractice	1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall) ☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) ☐ A7270 Intentional Infliction of Emotional Distress ☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: Rivas v. FAB4, LLC, et al.

CASE NUMBER

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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
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
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
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- Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2, 6, 11

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus ☐ A6152 Writ - Mandamus on Limited Court Case Matter ☐ A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	☐ A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment ☐ A6160 Abstract of Judgment ☐ A6107 Confession of Judgment (non-domestic relations) ☐ A6140 Administrative Agency Award (not unpaid taxes) ☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax ☐ A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
	RICO (27)	☐ A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only ☐ A6040 Injunctive Relief Only (not domestic/harassment) ☐ A6011 Other Commercial Complaint Case (non-tort/non-complex) ☐ A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment With Damages ☐ A6123 Workplace Harassment With Damages ☐ A6124 Elder/Dependent Adult Abuse Case With Damages ☐ 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: Rivas v. FAB4, LLC, et al.

CASE NUMBER

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

REASON: ☐ 1. ☒ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11.			ADDRESS: 6110 Van Nuys Blvd.
CITY: Van Nuys	STATE: CA	ZIP CODE: 91401	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District - Stanley Mosk 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: July 30, 2020



(SIGNATURE OF ATTORNEY/FILING PARTY)

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

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

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 07/30/2020 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>C. Monroe</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: 20STCV28840

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Rafael A. Ongkeko	73					

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

Sherri R. Carter, Executive Officer / Clerk of Court

on 07/31/2020
(Date)

By C. Monroe, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

APPLICATION

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

PRIORITY OVER OTHER RULES

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

CHALLENGE TO ASSIGNED JUDGE

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

TIME STANDARDS

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

COMPLAINTS

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

CROSS-COMPLAINTS

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

STATUS CONFERENCE

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

FINAL STATUS CONFERENCE

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

SANCTIONS

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

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

Class Actions

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

***Provisionally Complex Cases**

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

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

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

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

The parties agree that:

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

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

SHORT TITLE	CASE NUMBER
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The following parties stipulate:

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

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

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

The parties agree that:

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

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

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

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

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Date:

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Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

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

1. This document relates to:

☐
☐

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

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request)
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

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

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

The parties agree that:

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

SHORT TITLE	CASE NUMBER
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

(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 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.

LASC1

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

Parties may contact these organizations to request a "Resource List Mediation" for reduced-cost or free (for selected cases) mediation in person or with ODR (by phone or online).

- JAMS, Inc.: Case Manager (213) 253-9776 mdawson@jamsadr.com
- Mediation Center of Los Angeles: Case Manager: (833) 476-9145 info@mediationLA.org

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 service is not available for family law, probate or small claims.

b. Los Angeles County Dispute Resolution Programs

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

- Free, day-of-trial mediations at the courthouse for small claims, unlawful detainers (evictions) and, at the Stanley Mosk Courthouse, limited civil. No appointment needed.
- Free or low-cost mediations before the day of trial for these and other case types.
- For ODR by phone or computer for small claims or unlawful detainer (eviction) cases 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. 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: www.lacourt.org/division/civil/settlement

Los Angeles Superior Court ADR website: www.lacourt.org/division/civil/settlement

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

LASC2

FILED
 Superior Court of California
 County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk
 By Rizalinda Mina, Deputy

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

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

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

1) **DEFINITIONS**

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

- 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.

d) Documents in Related Cases

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

3) EXEMPT LITIGANTS

- a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt from mandatory electronic filing requirements.
- b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused from filing documents electronically and be permitted to file documents by conventional means if the party shows undue hardship or significant prejudice.

4) EXEMPT FILINGS

- a) The following documents shall not be filed electronically:
 - i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of Civil Procedure sections 170.6 or 170.3;
 - ii) Bonds/Undertaking documents;
 - iii) Trial and Evidentiary Hearing Exhibits
 - iv) Any ex parte application that is filed concurrently with a new complaint including those that will be handled by a Writs and Receivers department in the Mosk courthouse; and
 - v) Documents submitted conditionally under seal. The actual motion or application shall be electronically filed. A courtesy copy of the electronically filed motion or application to submit documents conditionally under seal must be provided with the documents submitted conditionally under seal.

b) Lodgments

Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in 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)(), 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.

11) SIGNATURES ON ELECTRONIC FILING

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

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

DATED: May 3, 2019



Kevin C. Brazile
KEVIN C. BRAZILE
Presiding Judge