

SUM-100

SUMMONS

(CITACION JUDICIAL)

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

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

LYFE PRODUCTIVES, LLC, a California limited liability company; ISAAC BROWN, an individual;
DOES 1 through 50, inclusive

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

DILLON FULLER (Additional Parties Attachment form is attached)

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

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

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

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

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

The name and address of the court is:

(El nombre y dirección de la corte es): Los Angeles Superior Court
111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER: (Número del Caso):

20STCV39378

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Arin Norjianian and James Demerjian, ARIN | JAMES LLP, 100 North Brand Blvd., Suite 620, Glendale, CA 91203; 818-476-0133

DATE: 10/14/2020
(Fecha) Clerk, by Sherri R. Carter Executive Officer / Clerk of Court, Deputy
(Secretario) M. Barel (Adjunto)

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

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

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

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

SHORT TITLE: Fuller v. Lyfe Productives, LLC	CASE NUMBER:
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INSTRUCTIONS FOR USE

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☒ Plaintiff ☐ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

individually and on behalf all other aggrieved employees of DEFENDANTS in the State of California

20STCV39378

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Arin Norjianian (SBN 260936); James Demerjian (SBN 266525) ARIN JAMES LLP 100 North Brand Blvd., Suite 620, Glendale, CA 91203		FOR COURT USE ONLY
TELEPHONE NO.: 818-476-0133 FAX NO. (Optional): 818-230-5243 ATTORNEY FOR (Name): Plaintiff Dillon Fuller		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District - Stanley Mosk Courthouse		
CASE NAME: Fuller v. Lyfe Productives, 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: 20STCV39378		JUDGE: DEPT.:

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

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

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

a. ☐ Large number of separately represented parties b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. ☐ Substantial amount of documentary evidence	d. ☐ Large number of witnesses e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. ☐ Substantial postjudgment judicial supervision
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3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): 12

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: October 13, 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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

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

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

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

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

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

SHORT TITLE: Fuller v. Lyfe Productives, LLC, et al.

CASE NUMBER

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

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

SHORT TITLE: Fuller v. Lyfe Productives, 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: 4200 W. Burbank Blvd.
CITY: Burbank	STATE: CA	ZIP CODE: 91505	

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: October 13, 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.

1 ARIN NORIJANIAN, ESQ. (SBN 260936)

arin@arinjames.com

2 JAMES H. DEMERJIAN, ESQ. (SBN 266525)

james@arinjames.com

3 **ARIN | JAMES LLP**

4 100 North Brand Blvd., Suite 620

Glendale, CA 91203

5 (818) 476-0133 | Fax: (818) 230-5243

6 Attorneys for Plaintiff,

7 DILLON FULLER

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

10 DILLON FULLER, individually and on behalf
all other aggrieved employees of
11 DEFENDANTS in the State of California,

12 Plaintiffs,

13 vs.

14 LYFE PRODUCTIVES, LLC. a California
limited liability company; ISAAC BROWN,
15 an individual; DOES 1 through 50, inclusive,

16 Defendants.

Case No. **20STCV39378**

**COMPLAINT FOR DAMAGES, UNPAID
WAGES, INJUNCTIVE RELIEF AND
REPRESENTATIVE ACTION FOR PAGA
PENALTIES**

1. Violation of California Labor Code § 2750.3 and 226.8 (Willful Misclassification as Independent Contractor)
2. Violation of California Labor Code § 226.7 and 512 (Failure to Provide Meal Period)
3. Violation of California Labor Code § 226.7 (Failure to Provide Rest Periods)
4. Violation of California Labor Code §§ 201-204 (Wages Not Paid Upon Termination and By The Appropriate Pay Period)
5. Violation of California Labor Code §§ 558, 1194, 1197 and 1197.1 (Failure to Pay Minimum Wage)
6. Violation of California Labor Code §§ 510, 558, 1194, and 1197.1 (Failure to Pay Overtime)
7. Violation of California Labor Code § 226(a) (Improper Wage Statements)
8. Violation of California Labor Code § 2802 (Failure to Reimburse Business Expenses);
9. Violation of California Labor Code §§ 1174, 1174.5 and 1198 (Failure to Maintain Records)
10. Violation of California Business & Professions Code § 17200, et seq.

(Unfair Competition)
11. Violation of California Labor Code
§§ 2698, et seq. (PAGA)
12. Failure to Comply with Labor Code
§§ 226 and 1198.5 – Failure to
Produce Wage Statements and
Personnel File

DEMAND FOR JURY TRIAL

NATURE OF ACTION

1. Plaintiff DILLON FULLER (“FULLER”) brings this individual and representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. (“PAGA”), on behalf of himself and all other aggrieved current and former non-exempt and misclassified employees of Defendants Lyfe Productives, LLC (“LYFE”), ISAAC BROWN (“BROWN”) and DOES 1 through 50 (collectively, “Defendants”) for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

2. FULLER 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 is applicable to Defendants’ business and trade.

3. In addition to seeking individual relief, FULLER bring this action on behalf of all current and former non-exempt and misclassified 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. FULLER 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 FULLER and other Aggrieved Employees include, *inter alia*:



- a. Misclassifying employees as independent contractors;
- b. Failure to provide compliant meal and rest periods;
- c. Failure to pay all minimum, regular, and overtime wages;
- d. Failure to reimburse for all business expenses;
- e. Failure to maintain true and accurate records;
- f. Failure to provide accurate itemized wage statements; and
- g. Failure to timely pay wages due during and upon separation of employment.

6. FULLER brings this lawsuit against Defendants seeking restitution, declaratory judgment, injunctive relief, and monetary relief on behalf of himself and all other Aggrieved Employees of Defendants in California. FULLER seeks to recover, *inter alia*, unpaid wages, unreimbursed expenses, interest, attorney's fees, damages, liquidated damages, penalties, and costs pursuant to Labor Code sections 201, 202, 204, 210, 223, 225.5, 226, 226.3, 226.7, 226.8, 510, 512, 558, 98.6, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2750.5, 2802, California Business and Professions Code section 17200, *et seq.*, and the provisions of the applicable IWC Wage Order.

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

PARTIES, THEIR AGENTS AND JOINT LIABILITY

8. FULLER was employed by Defendants as a non-exempt employee in the position of content manager from in or around November 2017 to in or around May 2020 and paid him a flat monthly salary, regardless of how many hours he worked. FULLER worked at Defendants' office located in Burbank, California.

9. FULLER is an "aggrieved employees" 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.

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

1 11. At all relevant times herein, Defendant LYFE is a California limited liability
2 company with its business address within the State of California and was at all relevant times
3 authorized and did do business in the State of California. Defendant LYFE was and is an
4 employer of FULLER and of other Aggrieved Employees within the meaning of the California
5 Labor Code, the applicable Wage Order. Defendant LYFE exercised control over the wages,
6 hours and working conditions of FULLER and other Aggrieved Employees, and supervised their
7 work. Defendant LYFE suffered and permitted FULLER and other Aggrieved Employees to
8 work. Defendant LYFE knew or reasonably should have known that FULLER and other
9 Aggrieved Employees were subjected to unlawful working conditions.

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

12 13. FULLER is informed and believes, and based thereon alleges, that Defendant
13 BROWN is a California resident who owns, operates, and/or manages Defendant LYFE, the
14 company at issue in this lawsuit. On information and belief, and based thereon alleged, Defendant
15 BROWN is a resident of the County of Los Angeles in the State of California.

16 14. The true names and capacities, whether corporate, associate, individual or
17 otherwise of defendants DOES 1 through 50, inclusive, are unknown to FULLER, who therefore
18 sues said defendants by such fictitious names pursuant to California Code of Civil Procedure §
19 474. Each of the defendants designated herein as a DOE is negligently or otherwise legally
20 responsible in some manner for the events and happenings herein referred to and caused injuries
21 and damages proximately thereby to FULLER and based on information and belief, and based
22 thereon alleged, to other Aggrieved Employees, as herein alleged. FULLER is informed and
23 believes and thereon alleges that each of said fictitious Defendants were responsible in some way
24 for the matters alleged herein and proximately caused FULLER and members of the general public
25 and other Aggrieved Employees to be subject to the illegal employment practices, wrongs and
26 injuries complained of herein. FULLER will ask leave of court to amend this Complaint to show
27 their names and capacities when the same have been ascertained.

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

4 16. Unless otherwise indicated herein, each Defendant herein sued is the agent, co-
5 conspirator, joint venture, partner, and/or employee of every other Defendant and, as alleged, has
6 been acting within the course and scope of said agency, conspiracy, joint venture, partnership,
7 and/or employment, with the knowledge and/or consent of co-Defendants, and each of them.
8 Moreover, FULLER is informed and believes and thereon alleges that each Defendant has
9 authorized and/or ratified the wrongful activities of each of the remaining Defendants and their
10 agents.

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

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

19 19. FULLER is informed and believes and thereon alleges that at all times herein
20 mentioned Defendants and DOES 1 through 50, are and were limited liability companies,
21 corporations, business entities, individuals, and partnerships, licensed to do business and actually
22 doing business in the State of California.

23 20. FULLER is informed and believes and based thereon alleges that at all times
24 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
25 joint venturer of, or working in concert with each of the other co-Defendants and was acting
26 within the course and scope of such agency, employment, joint venture, or concerted activity. To
27 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
28

1 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
2 Defendants.

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

6 22. At all times herein mentioned, the acts and omissions of various Defendants, and
7 each of them, concurred and contributed to the various acts and omissions of each and all of the
8 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
9 herein mentioned, Defendants, and each of them, ratified each and every act or omission
10 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and
11 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
12 damages as herein alleged.

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

20 24. FULLER is informed and believes, and based thereon allege, that each and all of
21 the acts and omissions alleged herein were performed by, or are attributable to, Defendants, each
22 acting as the agent for the other, with legal authority to act on the other's behalf. The acts of any
23 and all Defendants were in accordance with, and represent the official policies of LYFE.

24 25. Defendants, including DOES 1 THROUGH 50, were FULLER'S employers or
25 persons acting on behalf of FULLER's employer, within the meaning of California Labor Code
26 section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
27 Labor Code or any provision regulating hours and days of work in any order of the Industrial
28

Welfare Commission and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code section 558, at all relevant times.

26. Defendants, including DOES 1 THROUGH 50, were FULLER'S employers or persons acting on behalf of FULLER'S employer either individually or as an officer, agent, or employee of another person, within the meaning of California Labor Code section 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

JURISDICTION AND VENUE

27. 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. The Superior Court of California has jurisdiction over this matter pursuant to the California Labor Code and the California Business & Professions Code. The Court also has subject-matter jurisdiction to hear this case because FULLER is informed and believes that the monetary damages and restitution sought herein for Defendants' conduct exceeds the minimum jurisdictional limits of the Superior Court.

28. The California Superior Court has jurisdiction over Defendants because LYFE is a California limited liability company with its place of business within the State of California and was at all relevant times authorized and did do business in the State of California. Further, FULLER resides in the State of California and the illegal conduct herein took place within the State of California.

29. Venue is proper in this Court pursuant to Code of Civil Procedure sections 395(a) and 395.5 because Defendants reside, maintain their principal California offices, transact business, and/or have an agent in Los Angeles County and Defendants are otherwise within this Court's jurisdiction for purposes of service of process. On information and belief, Defendants employ numerous individuals throughout Los Angeles County in the State of California.

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PAGA ALLEGATIONS

30. At all times herein set forth, PAGA was applicable to FULLER'S employment by Defendants.

31. 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.

32. 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.

33. FULLER was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. FULLER 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.

34. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee, including FULLER, 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 Mail 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

1 action pursuant to California Labor Code § 2699 to recovery civil penalties in addition to any
2 other penalties to which the employee may be entitled.

3 35. On or around July 10, 2020, FULLER provided written notice by online
4 submission to the LWDA and by U.S. Certified Mail to Defendants of the specific provisions of
5 the California Labor Code alleged to have been violated, including the facts and theories to
6 support the alleged violations. A true and correct of FULLER'S PAGA notice is attached hereto
7 as **EXHIBIT 1**. FULLER has not received an LWDA notice within sixty-five (65) calendar days
8 of the date of FULLER'S notice.

9 36. Therefore, FULLER has satisfied the administrative prerequisites under California
10 Labor Code § 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies
11 authorized by the PAGA for violations of California Labor Code §§ 201, 202, 203, 204, 226(a),
12 226.7, 226., 246, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2750.3, 2800, and
13 2802.

14 **GENERAL ALLEGATIONS**

15 37. LYFE is a California limited liability company located in Burbank, California.
16 LYFE is a social marketing firm. BROWN is the founder and director of LYFE and is listed as a
17 manager or member of the company on its Statement of Information filed with the Secretary of
18 State.

19 38. Defendants employed FULLER as a non-exempt employee in the position of a
20 content manager from in or around November 2017 to May 2020 and paid him a flat monthly
21 salary regardless of how many hours he worked. Defendants also misclassified FULLER as an
22 independent contractor. FULLER and, on information and belief, other Aggrieved Employees,
23 regularly worked more than eight hours a day and/or more than forty hours a week. Moreover,
24 FULLER and, on information and belief, other Aggrieved Employees, worked on their days off
25 without additional compensation.

26 39. As a content manager, FULLER'S duties included, but were not limited to, saving
27 and managing media content to LYFE'S computers, responding to emails in a timely manner,
28 scheduling meetings for BROWN and others, scheduling and organizing conference calls for the

1 staff at LYFE, scheduling interviews for BROWN, and scheduling photo sessions. FULLER'S
2 schedule was supposed to be Monday, Wednesday, and Friday from around 9:00 a.m. to around
3 5:00 p.m. FULLER oftentimes worked on his days off and oftentimes worked more than eight
4 hours each day. However, as stated above, Defendants paid FULLER a flat monthly salary
5 regardless of how many hours he worked and misclassified him as an independent contractor.
6 Moreover, FULLER was required to use his own cell phone for work, but was never reimbursed
7 for this use by Defendants. Lastly, FULLER was never required to clock in and out of his shifts.
8 Accordingly, FULLER is an Aggrieved Employee within the meaning of the Labor Code.

9 40. Defendants denied FULLER and, on information and belief, other Aggrieved
10 Employees certain rights afforded to them under the California Labor Code and the Industrial
11 Welfare Commission Wage Orders. Specifically, Defendants misclassified FULLER and, on
12 information and belief, other Aggrieved Employees as independent contractors. Defendants failed
13 to provide FULLER and, on information and belief, other Aggrieved Employees with compliant
14 meal and rest periods, did not properly compensate FULLER and, on information and belief, other
15 Aggrieved Employees for all hours worked, failed to maintain accurate records, failed to provide
16 FULLER and, on information and belief, other Aggrieved Employees with accurate itemized wage
17 statements, paid FULLER and, on information and belief, other Aggrieved Employees without
18 issuing accurate itemized wage statements, failed to reimburse FULLER and, on information and
19 belief, other Aggrieved Employees for all necessary expenses (such as the use of their cell
20 phones), and failed to pay FULLER and, on information and belief, other Aggrieved Employees
21 with all wages due and owing by the times set forth by law. Defendants also did not pay
22 FULLER and, on information and belief, other Aggrieved Employees the requisite meal and/or
23 rest period premium pay of an additional hour of wages for missed and/or late meal and/or rest
24 periods. On information and belief, Defendants have a company-wide policy of never paying
25 FULLER and on information and belief, other Aggrieved Employees for missed and/or late meal
26 and/or rest periods.

27 41. FULLER and, on information and belief, other Aggrieved Employees of
28 Defendants were willfully misclassified as independent contractors. FULLER is informed and

1 believes, and based thereon alleges that, none of the exceptions under Labor Code § 2750.5 apply
2 to him and other Aggrieved Employees in California because they were not free from the control
3 and direction of Defendants in connection with the performance of the work, the work they
4 performed is/wase not outside the usual course of Defendants’ business, and they were not
5 customarily engaged in an independently established trade, occupation, or business of the same
6 nature as that involved in the work performed. In other words, FULLER is informed and believes,
7 and based thereon alleges that, Defendants will be unable to satisfy the “ABC Test.”

8 42. Moreover, although FULLER asserts that the “ABC Test” is applicable to his and
9 other Aggrieved Employees’ misclassifications, even if the test under Borello applies, FULLER is
10 informed and believes, and based thereon alleges that, Defendants misclassified them as
11 independent contractors. Defendants’ misclassification was willful because they voluntarily and
12 knowingly misclassified FULLER and other Aggrieved Employees as independent contractors.
13 Because FULLER and other Aggrieved Employees were/are misclassified as independent
14 contractors, they are entitled to penalties and they were/are denied multiple rights as outlined
15 further below.

16 43. FULLER and, on information and belief, other Aggrieved Employees of Defendants
17 did not sign valid on-duty meal period agreements at any point during their employment with
18 Defendants, nor did they properly waive any of their meal periods.

19 44. Defendants had a pattern and practice of not providing FULLER and, on
20 information and belief, other Aggrieved Employees with legally compliant meal periods, even
21 though FULLER and other Aggrieved Employees worked more than five (5) hours during their
22 workday, and also had a pattern and practice of not providing FULLER and, on information and
23 belief, other Aggrieved Employees, with a second legally compliant meal periods, on any
24 occasions that FULLER and other Aggrieved Employees worked more than ten (10) hours during
25 their workday. Moreover, FULLER, and on information and belief, other Aggrieved Employees
26 would not be provided duty-free meal breaks such that they would receive work-related telephone
27 calls and text messages thereby interrupting their duty-free meal periods.

1 45. Thus, as a result of Defendants' illegal policies, FULLER and, on information and
2 belief, other Aggrieved Employees were denied the opportunity to take legally compliant meal
3 periods and were not compensated separately for the missed meal periods, in violation of the
4 applicable Wage Order.

5 46. Defendants similarly have a pattern and practice of failing to authorize and permit
6 FULLER and, on information and belief, other Aggrieved Employees to take legally compliant
7 rest breaks of at least 10 minutes for every four-hour work period, or major fraction thereof.

8 47. Thus, as a result of Defendants' illegal policies, FULLER and, on information and
9 belief, other Aggrieved Employees were not authorized or permitted to take legally compliant rest
10 breaks and were not compensated separately for the missed rest breaks, in violation of the
11 applicable Wage Order.

12 48. Although FULLER and, on information and belief, other Aggrieved Employees'
13 meal and rest periods were regularly missed Defendants did not compensate FULLER and, on
14 information and belief, other Aggrieved Employees an additional hour of pay at their regular rate
15 of pay for the times that FULLER and other Aggrieved Employees were not authorized or
16 permitted to take a compliant and timely meal or rest period, in violation of Labor Code § 226.7.

17 49. Defendants failed to properly pay FULLER and, on information and belief, other
18 Aggrieved Employees at least minimum, regular and overtime wages owed for all time suffered or
19 permitted to work, in violation of the Labor Code's overtime provisions. For example, Defendants
20 had a company practice of not paying FULLER and, on information and belief, other Aggrieved
21 Employees for work performed. As a result, FULLER and, on information and belief, Aggrieved
22 Employees did not receive the statutory minimum wage for all time suffered or permitted to work
23 because they were not properly compensated, nor did they receive proper overtime compensation
24 for all hours worked after the eight hour of work in a workday and/or forty hours in a workweek.

25 50. Defendants did not and are not keeping accurate records or work hours for
26 FULLER and, information and belief, other Aggrieved Employees. Moreover, Defendants failed
27 to accurately record FULLER'S and, on information and belief, other Aggrieved Employees'
28 hours worked, including but not limited to, Defendants' failure to record the proper beginning and

1 end of each work period, the total hours worked during the pay period, the applicable rates of pay,
2 and the wages paid. For example, meal breaks were not accurately recorded on time records in
3 violation of the Wage Order. As a direct consequence of Defendants' illegal policies, Defendants
4 did not keep accurate records of the actual hours that FULLER and, on information and belief,
5 other Aggrieved Employees were under the control of Defendants, including, but not limited to,
6 time suffered and permitted to work, as well as all wages earned.

7 51. Defendants similarly failed to provide FULLER and, upon information and belief,
8 other Aggrieved Employees with accurate itemized wage statements. For example, Defendants
9 would pay FULLER and, on information and belief, other Aggrieved Employees without the
10 issuance of wage statements. Alternatively, Defendants violated Labor Code § 226(a) by issuing
11 wage statements that did not include: (1) the correct total regular and overtime hours worked, (2)
12 the correct amount of gross and net wages earned, and (3) all applicable hourly rates and the
13 corresponding number of hours worked at each hourly rate, as required under Labor Code section
14 226. As such, Defendants violated Labor Code section 226(a) by not providing accurate, itemized
15 wage statements to FULLER and, on information and belief, to other Similarly Situated
16 Employee, including by paying wages without providing wage statements, and/or by not
17 accurately reflecting the hours worked, as well as by not including the premium pay for missed
18 rest breaks and meal periods on the paystubs. Defendants similarly failed to provide FULLER
19 and, upon information and belief, other Aggrieved Employees with accurate itemized wage
20 statements.

21 52. FULLER and, on information and belief, other Aggrieved Employees of
22 Defendants incurred expenses in direct consequence of the discharge of their duties of
23 employment with Defendants, but Defendants failed to adequately reimburse them for such
24 expenses. For example, FULLER and, on information and belief, other Aggrieved Employees
25 were required to use their own cell phones for work. Despite Defendants' knowledge that
26 FULLER and, on information and belief, other Aggrieved Employees, were required to and did
27 incur these expenses, Defendants failed to provide appropriate reimbursement for these expenses,
28 in violation of Labor Code § 2802.

53. To this date, Defendants have not paid FULLER and, on information and belief, other Aggrieved Employees all wages owed, including all minimum, regular and overtime wages, as well as all meal and rest period premium wages.

54. Defendants failed to pay FULLER and, on information and belief, other Aggrieved Employees of Defendants all wages due during their employment because Defendants did not pay FULLER and other Aggrieved Employees all minimum, regular, and overtime wages owed, within the time required by Labor Code § 204.

55. Based on the policies and practices set forth above, Defendants failed to provide FULLER and, on information and belief, to other Aggrieved Employees with accurate wage statements in violation of Labor Code § 226 and to pay all final wages owed to terminated employees under Labor Code § 203.

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

57. Defendants knew or should have known that they could not misclassify employees as independent contractors, and they willfully, knowingly, and intentionally misclassified FULLER and other Aggrieved Employees.

58. Defendants knew or should have known that they had a duty to properly compensation FULLER and other Aggrieved Employees, and they willfully, knowingly, and intentionally failed to do so in order to increase its profits.

59. Defendants knew or should have known that FULLER and the other Aggrieved Employees were entitled to immediate payment of their wages upon the termination of their employment.

60. Defendants knew or should have known that they were required to keep accurate payroll records showing the hours that FULLER and the other Aggrieved Employees worked.

61. Defendants knew or should have known that FULLER and the other Aggrieved Employees were entitled to receive complete and accurate wage statements in accordance with California law.

62. Defendants knew or should have known that they had an obligation to pay for all hours worked by FULLER and the other Aggrieved Employees, without reduction or rounding, but they willfully, knowingly, and intentionally failed to do so.

63. Defendants knew or should have known that they had an obligation to provide FULLER and the other Aggrieved Employees with off duty rest breaks and meal periods in accordance with California law, which they failed to do.

64. Defendants knew or should have known that they had an obligation to accurately track time for meal period with respect to FULLER and the other Aggrieved Employees in accordance with California law, which they failed to do.

65. Defendants knew or should have known that they had an obligation to reimburse FULLER and other Aggrieved Employees for business expenditures, such as cell phone use, required for the performance of their jobs.

66. Based on the foregoing violations of the Labor Code and IWC Wage Order, Defendants engaged in unfair business practices in California and willingly and knowingly engaged in an employment pattern and practice that violated Business & Professions Code § 17200 *et seq.* FULLER and, on information and belief, other Aggrieved Employees suffered damages due to Defendants' unfair, unlawful and/or fraudulent actions.

67. As a direct result of Defendants' violations alleged herein, FULLER and the other Aggrieved Employees suffered and continue to suffer losses related to the use and enjoyment of wages due and owing to them, all to their respective damage in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

68. On or around June 15, 2020, FULLER'S counsel of record sent Defendants a letter pursuant to California Labor Code §§ 226 and 1198.5, requesting Defendants to produce and/or allow him to inspect his wage statements and personnel file (a statutory right). The letter, along with verification signed by FULLER, was sent to Defendants via Certified Mail. The letter was

1 sent to the same Defendants address that is listed on Defendants' Secretary of State filings – 4200
2 West Burbank Blvd. Burbank, California 91505. On or around July 6, 2020, Kimberlina
3 McKinney, Esq., an attorney purporting to represent LYFE and BROWN, sent an email to
4 FULLER'S counsel of record and stated, "I would appreciate it if you would provide the
5 underlying reason for your demand, as it does not conform to the general confines of the law...Mr.
6 Fuller was not an employee of my client and was engaged as an 'independent contractor' in
7 accordance with California Labor Code section 2750.3. Thus, Mr. Fuller is not entitled to the
8 documents under California Labor Code sections 226, 432, and 1198.5, which apply to an
9 'employee' and not an independent contractor."

10 69. DEFENDANTS never produced the requested and required documents.
11 DEFENDANTS have failed to comply with Labor Code §§ 226 and 1198.5, thereby entitling
12 FULLER to recovery statutory penalties and attorney's fees.

13 **FIRST CAUSE OF ACTION**

14 **Willful Misclassification as Independent Contractor**

15 **(Violation of Labor Code §§ 226.8 and 2750.3)**

16 **[As alleged by FULLER, individually, against all Defendants]**

17 70. FULLER restates and incorporates by reference all above stated paragraphs as
18 though set forth herein.

19 71. Labor Code § 226.8 provides in pertinent part: "(a) It is unlawful for any person or
20 employee to engage in any of the following activities: (1) Willful misclassification of an
21 individual as an independent contractor."

22 72. Labor Code § 2750.3 provides in pertinent part: "(a)(1) For purposes of the
23 provisions of this code and the Unemployment Insurance Code, and for the wage orders of the
24 Industrial Welfare Commission, a person providing labor services for remuneration shall be
25 considered an employee rather than an independent contractor unless the hiring entity
26 demonstrates that all of the following conditions are satisfied: (A) The person is free from control
27 and direction of the hiring entity in connection with the performance of the work, both under the
28 contract for the performance of the work and in fact. (B) The person performs work that is outside

the usual course of the hiring entity's business. (C) The person is customarily engaged in an independent established trade, occupation, or business of the same nature as that involved in the work performed." (i.e., "the ABC test").

73. The Defendants' conduct described in this complaint violates the provisions of Labor Code § 226.8. Moreover, FULLER is presumed to be Defendants' employee pursuant to Labor Code § 2750.3 and FULLER is informed and believes, and based thereon alleges that, Defendants are unable to prove any of three parts of the ABC test. FULLER was employed by Defendants' to perform work as employee (content manager). Throughout his employment, FULLER was improperly classified as an independent contractor, when in fact FULLER was an employee of Defendants in violation of the Labor Code.

74. As a direct, foreseeable, and proximate result of the conduct of each Defendant, FULLER has sustained and continues to sustain substantial losses in earnings and other employment benefits, including, but not limited to EDD benefits, workers' compensation benefits, as well as other employment benefits.

75. Defendants' decision to misclassify FULLER, notwithstanding clear precedent to the contrary, violates California Labor Code § 226.8 and 2750.3, and constitutes willful misclassification.

76. As a direct and proximate result of Defendants' unlawful conduct, FULLER is entitled to recover wages, penalties, interest, costs, and attorneys' fees according to proof.

SECOND CAUSE OF ACTION

Failure to Provide Meal Periods

(Violation of Labor Code §§ 226.7 and 512)

[Alleged by FULLER, Individually, against all Defendants, except BROWN]

77. FULLER restates and incorporates by reference all above stated paragraphs as though set forth herein.

78. At all relevant times, Defendants failed in their affirmative obligation to ensure that FULLER and other Aggrieved Employees, had the opportunity to take and were provided with off-duty meal periods in accordance with the mandates of the California Labor Code and the

1 applicable IWC Wage Order. At all relevant times, FULLER and other Aggrieved Employees
2 were suffered and permitted to work through legally required meal breaks and were denied the
3 opportunity to take their off-duty meal breaks. This included, without limitation, Defendants
4 requiring FULLER and the Aggrieved Employees to entirely miss their meal periods, begin their
5 meal periods after the end of the fifth hour, work through their meal period, or interrupt them
6 during their meal period. As such, Defendants are responsible for paying premium compensation
7 for missed meal periods pursuant to Labor Code § 226.7 and the applicable IWC Wage Order.
8 Defendants, as a matter of corporate policy and procedure, regularly failed to pay such premium
9 compensation for each meal period FULLER and the Aggrieved Employees missed.

10 79. At all relevant times, FULLER and other Aggrieved Employees regularly worked
11 in excess of five (5) hours per day and accordingly had a right to take a 30-minute meal period
12 each day worked in excess of five (5) hours. Furthermore, FULLER and other Aggrieved
13 Employees who worked in excess of ten (10) hours per day had a right to take a second 30-minute
14 meal period each day worked in excess of ten (10) hours. Defendants did not provide FULLER
15 with compliant meal periods and FULLER is informed and believes, and based thereon alleges,
16 that Defendants failed to provide compliant meal periods to the Aggrieved Employees.

17 80. As a pattern and practice, Defendants regularly required employees to work
18 through their meal periods without proper compensation and denied FULLER and the Aggrieved
19 Employees the right to take proper meal periods as required by law.

20 81. Such a pattern, practice and uniform administration of corporate policy as described
21 herein is unlawful and creates an entitlement to recovery by FULLER, in a civil action, for the
22 unpaid balance of the unpaid premium compensation pursuant to Labor Code §§ 226.7 and 512,
23 and the applicable IWC Wage Order, including interest thereon, penalties, and costs of suit.

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THIRD CAUSE OF ACTION

Failure to Provide Rest Breaks

(Violation of Labor Code §§ 226.7)

[Alleged by FULLER, Individually, against all Defendants, except BROWN]

82. FULLER restates and incorporates by reference all above stated paragraphs as though set forth herein.

83. FULLER and the Aggrieved Employees regularly worked shifts of three and one-half hours (3.5) hours or more per day and accordingly had a right to take a 10-minute rest period each day. Furthermore, FULLER and the Aggrieved Employees who worked shifts of seven and one-half (7.5) hours or more per day had a right to take a second 10-minute rest period. FULLER and the Aggrieved Employees who worked shifts of ten hours or more per day had a right to take a third 10-minute rest period.

84. Defendants failed in their affirmative obligation to provide all of their employees, including FULLER and the Aggrieved Employees, the opportunity to take rest periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order. FULLER and the Aggrieved Employees were suffered and permitted to work through legally required rest breaks, were interrupted during rest breaks, began their rest breaks late, and/or were denied the opportunity to take their rest breaks.

85. As a pattern and practice, Defendants regularly required employees to work through their rest periods without proper compensation and denied FULLER and the Aggrieved Employees the right to take proper rest periods as required by law.

86. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by FULLER, in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to Labor Code § 226.7, including interest thereon, penalties and costs of suit.

87. FULLER is informed and believes and based thereon alleges that Defendants willfully failed to pay employees who were not provided the opportunity to take rest breaks the

premium compensation set out in Labor Code § 226.7 and that FULLER is owed wages for the rest period violations set forth above.

FOURTH CAUSE OF ACTION

Failure to Timely Pay All Wages Upon Separation of Employment and During Employment

(Violation of Labor Code §§ 201-204)

[Alleged by FULLER, Individually, against all Defendants, except BROWN]

88. FULLER restates and incorporates by reference all above stated paragraphs as though set forth herein.

89. Labor Code § 201 requires Defendants to immediately pay any wages, without abatement or reduction, to any employee who is discharged. Labor Code § 202 requires Defendants to pay any and all wages due and owing to an employee not having a written contract for a definite period, who quits his or her employment, within 72 hours of the employee quitting his or her employment, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor Code § 204 requires Defendants to pay wages twice each calendar month and no later than the payday for the next regular payroll period.

90. For violation of Labor Code §§ 201 and 202, Labor Code § 203 causes the unpaid wages of an employee to continue as a penalty from the due date thereof, at the same rate until paid or until an action is commenced, but the wages shall not continue for more than 30 days.

91. As a result of Defendants' conduct during the applicable statutory period, Defendants willfully failed to pay FULLER, and the Aggrieved Employees all wages due and owing to them, including minimum wages, overtime wages, and regular wages for all the time they were suffered or permitted to work or were engaged in work under Defendants' control, within the time required by Labor Code §§ 201, 202, and 204 as applicable.

92. To date, FULLER has not yet received all wages due and payable, including but not limited to, minimum wages, overtime wages, and/or regular wages. On information and

1 belief, members of the Aggrieved Employees have not yet received all minimum wages, and/or
2 overtime wages, regular wages, due and owing to them.

3 93. As a direct result of Defendants' violations alleged herein, FULLER suffered and
4 continues to suffer losses related to the use and enjoyment of wages due and owing to him, all to
5 his respective damage in an amount to be shown according to proof at trial and within the
6 jurisdictional limitations of this Court.

7 **FIFTH CAUSE OF ACTION**

8 **Failure to Pay Minimum Wages**

9 **(Violation of Labor Code §§ 558, 1194, 1197 and 1197.1)**

10 **[Alleged by FULLER, Individually, Against all Defendants]**

11 94. FULLER restates and incorporates by reference all above stated paragraphs as
12 though set forth herein.

13 95. This cause of action is brought pursuant to Labor Code §§ 558, 1194, 1197, and
14 1197.1, which require an employer to pay employees minimum wages for all hours worked less
15 than eight hours in a day and/or less than 40 hours in a workweek.

16 96. As a pattern and practice, Defendants suffered and permitted employees to work
17 without payment of minimum wages for all hours worked in a workday and workweek. For
18 example, Defendants had a company practice of not paying FULLER and the Aggrieved
19 Employees for work performed off-the-clock. As a result, FULLER and the Aggrieved
20 Employees did not receive the statutory minimum wage for all time suffered or permitted to work
21 because they were not properly compensated. Defendant had a uniform corporate pattern and
22 practice and procedure regarding the above practices in violation of Labor Code §§ 558, 1194,
23 1197 and 1197.1.

24 97. Such a pattern, practice and uniform administration of corporate policy regarding
25 illegal employee compensation as described herein is unlawful and creates an entitlement to
26 recovery by FULLER in a civil action, for the unpaid balance of the full amount of damages owed,
27 including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of
28 California Labor Code §§ 218.5, 558, 1194, 1197 and 1197.1.

98. FULLER is informed and believes, and based thereon alleges, that Defendants' willful failure to provide all minimum wages due and owing FULLER upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, FULLER is entitled to compensation pursuant to Labor Code § 203.

SIXTH CAUSE OF ACTION

Failure to Pay Overtime

(Violation of Labor Code §§ 510, 558, 1194, and 1197.1)

[Alleged by FULLER, Individually, Against all Defendants]

99. FULLER restates and incorporates by reference all above stated paragraphs as though set forth herein.

100. This cause of action is brought pursuant to Labor Code §§ 510, 558, 1194, and 1197.1, which require an employer to pay employees overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a workweek.

101. As a pattern and practice, Defendant suffered and permitted employees to work in excess of eight hours in a workday and/or over 40 hours in a workweek without overtime pay. For example, FULLER was paid a flat monthly salary without regard to how many hours he worked. This caused him to not receive compensation for hours worked, including overtime hours. As a result, FULLER and the Aggrieved Employees did not receive the statutory overtime wage for all time suffered or permitted to work because they were not properly compensated. Defendants had a uniform corporate pattern and practice and procedure regarding the above practices in violation of Labor Code §§ 510 and 1194.

102. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by FULLER in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 218.5, 558, 1194, and 1197.1.

103. FULLER is informed and believes, and based thereon alleges that Defendants' willful failure to provide all overtime wages due and owing FULLER upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, FULLER is entitled to compensation pursuant to Labor Code § 203.

SEVENTH CAUSE OF ACTION

Improper Wage Statements

(Violation of Labor Code § 226)

[Alleged by FULLER, Individually, against all Defendants, except BROWN]

104. FULLER restates and incorporates by reference all above stated paragraphs as though set forth herein.

105. Defendant failed in its affirmative obligation to provide accurate itemized wage statements. Defendant, as a matter of policy and practice, did not provide accurate records in violation of Labor Code § 226 by failing to provide accurate payroll records for FULLER.

106. FULLER should have received wage statements should have reflected the number of hours worked and the applicable hourly rates, pursuant to Labor Code§ 226(a)(9). Defendants failed to provide FULLER and the Aggrieved Employees with accurate itemized wage statements. For example, Defendants would pay FULLER as an independent contractor and without the issuance of wage statements. Alternatively, Defendants violated Labor Code § 226(a) by issuing wage statements that did not include: (1) the correct total regular and overtime hours worked, (2) the correct amount of gross and net wages earned, (3) all applicable hourly rates and the corresponding number of hours worked at each hourly rate, (4) and meal and rest period penalties, as required under Labor Code section 226. As such, Defendants violated Labor Code section 226(a) by not providing accurate, itemized wage statements to FULLER and the Aggrieved Employees.

107. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the FULLER, in a civil action, for all damages or penalties pursuant to Labor Code§ 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

EIGHTH CAUSE OF ACTION

Failure To Reimburse Business Expenses

(Violation of Labor Code § 2802)

[Alleged by FULLER, Individually, against all Defendants, except BROWN]

108. FULLER restates and incorporates by reference all above stated paragraphs as though set forth herein.

109. Labor Code § 2802 requires an employer to indemnify its employees for all necessary expenditures or losses incurred by an employee in direct consequence of the discharge of his or her duties of employment.

110. Labor Code § 2802(b) states, “[a]ll awards made by a court ... for reimbursement of necessary expenditures” shall carry interest, at the same rate as judgments in civil actions, and said interest will accrue from the date on which the employee incurred the necessary expenditure including, but not limited to, reasonable costs and attorney’s fees incurred by the employee in enforcing their rights granted pursuant to Labor Code § 2802. The exact amount of the necessary expenditures or losses is in an amount to be proven at time of trial.

111. Furthermore, Labor Code § 2802(c) states, “[f]or the purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

112. FULLER and the Aggrieved Employees incurred expenses in direct consequence of the discharge of their duties of employment with Defendants, but Defendants failed to adequately reimburse them for such expenses. For example, FULLER and the Aggrieved Employees were required to use their own cell phone devices for work. Despite Defendants’ knowledge that FULLER and, on information and belief, that other the Aggrieved Employees were required to and did incur these expenses, Defendants failed to provide appropriate reimbursement for these expenses, in violation of Labor Code § 2802.

113. As a direct result of Defendants’ violations alleged herein, FULLER suffered and continue to suffer, substantial losses related to Defendants’ failure to indemnify him for the expenses and losses, including the use and enjoyment of such monies, lost interest on such monies

1 and expenses, and attorney's fees and costs in seeking to compel Defendants to fully perform its
2 obligations under state law, all to their respective damage in amounts according to proof at trial
3 and within the jurisdictional limitations of this Court.

4 114. FULLER seeks to recover in a civil action to the fullest extent permissible all
5 available remedies including but not limited to the unpaid balance of the indemnification from
6 Defendants' violations, interest thereon permitted by Labor Code § 2802(b), reasonable attorney's
7 fees and costs of suit, declaratory relief, and any other permitted remedies including those
8 permitted pursuant to Labor Code § 2802 and Code of Civil Procedure § 1021.5. The exact
9 amount of reimbursements, interest, costs and attorney's fees will be in an amount to be proved at
10 time of trial.

11 **NINTH CAUSE OF ACTION**

12 **Failure To Maintain Records**

13 **(Violation of Labor Code § 1174, 1174.5, and 1198.5)**

14 **[Alleged by FULLER, Individually, against all Defendants, except BROWN]**

15 115. FULLER restates and incorporates by reference all above stated paragraphs as
16 though set forth herein.

17 116. Labor Code § 1174 required Defendants to "[k]eep, at a central location in the state
18 or at the plants or establishments at which employees are employed, payroll records showing the
19 hours worked daily by and the wages paid to, and the number of piece-rate units earned by and
20 any applicable piece rate paid to, employees employed at the respective plants or establishments."

21 117. Labor Code § 1174.5 provides that "[a]ny person employing labor who willfully
22 fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete
23 records required by subdivision (d) of Section 1174, or to allow any member of the commission or
24 employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be
25 subject to a civil penalty of five hundred dollars (\$500)."

26 118. Labor Code § 1198.5 required Defendants to maintain a copy of each employee's
27 personnel records for a period of not less than three years after termination of employment.
28

119. Here, Defendants did not and are not keeping accurate records or work hours for FULLER and the Aggrieved Employees. Moreover, Defendants failed to accurately record FULLER'S and the Aggrieved Employees' hours worked, including but not limited to, Defendants 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, meal breaks were not accurately recorded on time records in violation of the Wage Order. As a direct consequence of Defendants' illegal policies, Defendants did not keep accurate records of the actual hours that FULLER and the Aggrieved Employees were under the control of Defendants, including, but not limited to, time suffered and permitted to work, as well as all wages earned.

120. Such a pattern, practice and uniform administration of corporate policy regarding lack of maintaining of records as described herein is unlawful and creates an entitlement to recovery by FULLER in a civil action for penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 1174.5 and 1198.5.

TENTH CAUSE OF ACTION

For Violations of Business and Professions Code § 17200, et seq.

[Alleged by FULLER, Individually, against all Defendants, except BROWN]

121. FULLER restates and incorporates by reference all above stated paragraphs as though set forth herein.

122. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair competition, which includes any "unlawful, unfair or fraudulent business act or practice..."

123. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, include, to wit, by: (i) failure to provide proper meal periods and pay to FULLER and the Aggrieved Employees premium wages for failure to provide compliant meal periods; (ii) failure to provide proper rest periods and pay to FULLER and the Aggrieved Employees premium wages for failure to provide compliant rest periods; (iii) failure to pay FULLER and the Aggrieved Employees all regular, minimum, and overtime wages for all hours suffered or permitted to work and under the control of Defendants; (iv) (vi) failure to indemnify

FULLER and the Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties and under the direction of Defendants; (vii) failure to maintain accurate records of the hours that FULLER and the Aggrieved Employees worked while employed by Defendants; (viii) failure to provide FULLER and the Aggrieved Employees with accurate itemized wage statements; and (ix) failure to timely pay FULLER and members of the Waiting Time Penalties Subclass all wages owed upon separation of their employment with Defendants.

124. Defendants' utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

125. FULLER seeks, individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

126. FULLER is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code § 17200, et seq., including those set forth herein above thereby depriving FULLER the minimum working condition standards and conditions due to them under the California laws and the applicable IWC Wage Orders as specifically described therein.

ELEVENTH CAUSE OF ACTION

Violation of Labor Code § 2698, et seq.

[Alleged by FULLER, Individually, and On Behalf of the Aggrieved Employees Against all Defendants]

127. FULLER restates and incorporates by reference all above stated paragraphs as though set forth herein.

128. Pursuant to Labor Code section 2699(a), FULLER seeks civil penalties on behalf of himself and all other current and former employees of Defendants that worked as non-exempt and/or misclassified employees in California from on or around July 10, 2020 through the present.

1 129. Defendants employed FULLER and FULLER had one or more of the alleged
2 violations committed against him. Therefore, FULLER is an “aggrieved employee” under PAGA
3 because the alleged violators employed him and he had one or more of the alleged violations
4 committed against him. As such, FULLER is properly suited to represent the interests of other
5 aggrieved employees in a PAGA Representative action.

6 130. FULLER brings this cause of action as a proxy for the State of California and in
7 this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendant’s violations of
8 Labor Code §§ 201-204, 223, 226, 226.7, 226., 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1,
9 1198, 2750.3, and 2802.

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

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

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

23 b. This action involves allegations of violations of provisions of the California
24 Labor Code that provide or do not provide for a civil penalty to be assessed and collected by the
25 LWDA or any departments, divisions, commissions, boards, agencies or employees;

26 c. FULLER is an “aggrieved employee” because he was employed by the
27 alleged violators and had one or more of the alleged violations committed against him;
28

1 d. On or about July 10, 2020, FULLER satisfied the procedural requirements of
2 section 2699.3 by serving the LWDA electronically and Defendants via Certified Mail with his
3 notice for wage and hour violations and penalties, including the facts and theories to support each
4 violation. A true and correct of FULLER'S PAGA notice is attached hereto as **EXHIBIT 1**.

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

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

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

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

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

1 133. For bringing this action, FULLER is additionally entitled to attorney's fees and
2 costs incurred herein.

3 134. FULLER seeks to recover civil penalties on behalf of himself and other aggrieved
4 employees for Defendants' violations of the Labor Code, including but not limited to Defendants'
5 violations of Labor Code sections §§ 201-204, 223, 226, 226.7, 226.8, 510, 512, 558, 1174,
6 1174.5, 1194, 1197, 1197.1, 1198, 2750.3, and 2802 pursuant to Labor Code section 2698, *et seq.*
7 The exact amount of the applicable penalties is in an amount to be shown according to proof at
8 trial and within the jurisdictional limitations of this Court.

9 **TWELFTH CAUSE OF ACTION**

10 **Failure to Comply with Labor Code §§ 226 and 1198.5**

11 **Failure to Produce Wage Statements and Personnel File**

12 **[Alleged by FULLER individually against all Defendants, except BROWN]**

13 135. FULLER restates and incorporates by reference all above stated paragraphs as
14 though set forth herein.

15 136. California Labor Code § 226(c) states, in pertinent part: "An employer who
16 receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b)
17 pertaining to a current or former employee shall comply with the request as soon as practicable,
18 but no later than 21 calendar days from the date of the request. A violation of this subdivision is
19 an infraction..." Labor Code § 226(f) states, in pertinent part: "A failure by an employer to permit
20 a current or former employee to inspect or receive a copy of records within the time set forth in
21 subdivision (c) entitles the current or former employee...to recover a seven-hundred-fifty-dollar
22 (\$750) penalty from the employer." Lastly, Labor Code § 226(h) states, "An employee may also
23 bring an action for injunctive relief to ensure compliance with this section, and is entitled to an
24 award of costs and reasonable attorney's fees."

25 137. California Labor Code § 1198.5(a) provides as follows: "Every current and former
26 employee, or his or her representative, has the right to inspect and receive a copy of the personnel
27 records that the employer maintains relating to the employee's performance or to any grievance
28 concerning the employee." Additionally, Labor Code § 1198.5(b) provides, in pertinent part:

1 “Upon a written request from a current or former employee, or his or her representative, the
2 employer shall also provide a copy of the personnel records...not later than 30 calendar days from
3 the date the employer receives the request...” Moreover, Labor Code § 1198.5(k) provides, in
4 pertinent part, “If an employer fails to permit a current or former employee, or his or her
5 representative to inspect or copy personnel records within the times specified in this section...the
6 current or former employee...may recover a penalty of seven hundred fifty dollars (\$750) from the
7 employer.” Lastly, Labor Code § 1198.5(l) states, “A current or former employee may also bring
8 an action for injunctive relief to obtain compliance with this section, and may recover costs and
9 reasonable attorney’s fees in such an action.”

10 138. On or around June 15, 2020, FULLER’S counsel of record sent Defendants a letter
11 pursuant to California Labor Code §§ 226 and 1198.5, requesting Defendants to produce and/or
12 allow him to inspect his wage statements and personnel file (a statutory right). The letter, along
13 with verification signed by FULLER, was sent to Defendants via Certified Mail. The letter was
14 sent to the same Defendants address that is listed on Defendants’ Secretary of State filings – 4200
15 West Burbank Blvd. Burbank, California 91505. On or around July 6, 2020, Kimberlina
16 McKinney, Esq., an attorney purporting to represent LYFE and BROWN, sent an email to
17 FULLER’S counsel of record and stated, “I would appreciate it if you would provide the
18 underlying reason for your demand, as it does not conform to the general confines of the law...Mr.
19 Fuller was not an employee of my client and was engaged as an ‘independent contractor’ in
20 accordance with California Labor Code section 2750.3. Thus, Mr. Fuller is not entitled to the
21 documents under California Labor Code sections 226, 432, and 1198.5, which apply to an
22 ‘employee’ and not an independent contractor.”

23 139. More than 21 and 30 days have passed since FULLER’S request for Defendants to
24 produce his employment and payroll records. DEFENDANTS never produced the requested and
25 required documents. DEFENDANTS have failed to comply with Labor Code §§ 226 and 1198.5,
26 thereby entitling FULLER to recovery statutory penalties and attorney’s fees.

PRAYER FOR RELIEF

WHEREFORE, FULLER pray for judgment as an individual and on behalf of all others that this suit is brought against Defendants, jointly and severally, as follows:

1. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 218.5, 226, 510, 558, 1194, 1197.1, 2699 and Code of Civil Procedure § 1021.5 and for such other and further relief as the Court may deem just and proper;

As to the First Cause of Action

(Misclassification as Independent Contractor)

2. For general unpaid wages and premium wages and such general and special damages as may appropriate,
3. For civil penalties due to Defendants' willful misclassification.
4. For pre-judgment interests on any unpaid wages, for statutory penalties pursuant to California Labor Code § 203;
5. For reasonable attorneys' fees and for costs or suit incurred herein; and
6. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second and Third Causes of Action

(Failure to Provide Meal and Rest Periods)

7. For general unpaid wages and premium wages pursuant to California Labor Code § 226.7 and such general and special damages as may appropriate,
8. For pre-judgment interests on any unpaid wages, for statutory penalties pursuant to California Labor Code § 203;
9. For reasonable attorneys' fees and for costs or suit incurred herein; and
10. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

(Wages Not Paid Upon Termination and By The Appropriate Time Period)

11. For statutory penalties pursuant to California Labor Code §§ 203 and 210;
12. For reasonable attorneys' fees and for costs of suit incurred herein; and
13. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth and Sixth Causes of Action

(Failure to Pay Minimum and Overtime Wages)

14. For general unpaid wages, including overtime wages, pursuant to California Labor Code §§ 510 and 1194, and such general and special damages as may be appropriate;
15. For pre-judgment interest on any unpaid wage compensation from the date such amounts were due;
16. For liquidated damages in an amount equal to the wages unlawfully unpaid with the interest thereon pursuant to California Labor Code § 1194.2;
17. For reasonable attorney's fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and
18. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

(Improper Wage Statements)

19. For all actual, consequential, and incidental losses and damages, according to proof;
20. For statutory penalties pursuant to California Labor Code § 226(a);
21. For reasonable costs and attorneys' fees pursuant to California Labor Code § 226(e); and
22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

(Failure to Reimburse Business Expense)

23. For all actual, consequential, and incidental losses and damages, according to proof;
24. For pre-judgment interest on the business expenditures under California Labor Code § 2802(b);
25. For reasonable costs and attorneys' fees pursuant to California Labor Code § 2802(c); and
26. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

(Failure to Maintain Records)

27. For statutory penalties pursuant to California Labor Code §§ 1174.5 and 1198.5
28. For reasonable costs and attorneys' fees pursuant to California Labor Code § 1198.5(l);
29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

(Business and Professions Code section 17200 *et seq.*)

30. The disgorgement of any and all "unpaid wages" and incidental losses, according to proof;
31. For restitution of "unpaid wages" to FULLER and prejudgment interest from the day such amounts were due and payable;
32. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code § 17200, *et seq.*;
33. For reasonable attorneys' fees that FULLER and other Aggrieved Employees are entitled to recover under California Civil Procedure § 1021.5;
34. For costs of suit incurred herein; and
35. For such other and further relief as the Court may deem equitable and appropriate;

As to the Eleventh Cause of Action

(PAGA)

36. For reasonable attorneys' fees and costs of suit to the extent permitted by law pursuant to Labor Code sections 2698, *et seq.*
37. For civil penalties to the extent permitted by law pursuant to the Labor Code under the PAGA;
38. 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

1 Labor Code 1197.1, in addition to an amount sufficient to recover underpaid wages, as well as
2 liquidated damages pursuant to section 1194.2, and any applicable penalties imposed pursuant to
3 Labor Code section 203; and

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

5 **As to the Twelfth Cause of Action**

6 **(Failure to Produce Wage Statements and Personnel File)**

7 40. For reasonable attorneys' fees and costs of suit to the extent permitted by law
8 pursuant to Labor Code sections 226 and 1198.5.

9 41. For statutory penalties and injunctive relief permitted by law pursuant to Labor
10 Code sections 226 and 1198.5.

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

12
13 Dated: October 13, 2020

ARIN | JAMES LLP

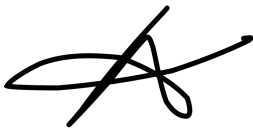
14
15 By: 

16 ARIN NORIJANIAN
17 JAMES H. DEMERJIAN
18 Attorneys for DILLON FULLER

19 **PLAINTIFF DILLON FULLER DEMANDS A JURY TRIAL**

20 Dated: October 13, 2020

ARIN | JAMES LLP

21
22 By: 

23 ARIN NORIJANIAN
24 JAMES H. DEMERJIAN
25 Attorneys for DILLON FULLER
26
27
28



Arin | James LLP

On behalf of the employee.

arin@arinjames.com
james@arinjames.com

July 10, 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

Lyfe Productives, LLC
Mr. Isaac Brown
4200 West Burbank Blvd.
Burbank, California 91505

Re: **Dillon Fuller's Wage and Hour Claims Against Lyfe Productives, LLC
and Mr. Isaac Brown**

Dear Labor and Workforce Development Agency, Lyfe Productives, LLC, and Mr. Isaac Brown:

Please be advised that Dillon Fuller ("Mr. Fuller") has retained our firm to represent him for claims against his former employer Lyfe Productives, LLC (hereinafter "Lyfe") and Isaac Brown (hereinafter "Mr. Brown"), who is listed as a manager or member of Lyfe on its Statement of Information filed with the Secretary of State. This correspondence shall serve as Mr. Fuller's written notice under Labor Code § 2699.3 of the claims asserted on behalf of Mr. Fuller and all other Aggrieved Employees against Lyfe. Mr. Fuller provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3.

Mr. Fuller 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. Fuller also intends to represent all other misclassified and non-exempt employees who performed work for Lyfe and Mr. Brown 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. Fuller alleges that Lyfe and Mr. Brown committed the following against him and all other current and former misclassified employees and all other current and former non-exempt employees of Lyfe Productives, LLC in California during the relevant time period (hereinafter referred to as “Aggrieved Employees”):

Factual Background:

Lyfe is a California limited liability company. Lyfe is a social marketing firm. Mr. Brown is the founder and director of Lyfe and is listed as a manager or member of the company on its Statement of Information filed with the Secretary of State. Lyfe employed Mr. Fuller as a content manager and misclassified him as an independent contractor from in or around November 2017 until in or around May 2020. Mr. Fuller should have been classified as a non-exempt employee.

Mr. Fuller’s duties included saving and managing media content to the computers, responding to emails in a timely manner, scheduling meetings for Mr. Brown and others, scheduling and setting up conference calls for the staff at Lyfe, scheduling interviews for Mr. Brown, and scheduling photo sessions. Mr. Fuller was paid a flat monthly salary regardless of how many hours he worked. Mr. Fuller’s routine work schedule was Monday, Wednesday, and Friday from 9:00 a.m. to 5:00 p.m. However, often times, Mr. Fuller would also work on his day off. Moreover, Mr. Fuller was required to use his own cell phone for work. Lastly, Mr. Fuller and other Aggrieved Employees were never required to clock and in out of their shifts.

Lyfe’s and Mr. Brown’s Labor Code and IWC Wage Order Violations:

Lyfe and Mr. Brown denied Mr. Fuller and other Aggrieved 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, Lyfe and Mr. Brown misclassified Mr. Fuller and other Aggrieved Employees in California as independent contractors. Lyfe and Mr. Brown failed to pay Mr. Fuller and other Aggrieved Employees in California for all hours worked. They failed to provide Mr. Fuller and other Aggrieved Employees in California with legally compliant meal and rest breaks or pay them meal and rest break premiums, failed to timely pay Mr. Fuller and other Aggrieved Employees all minimum, regular, and overtime wages owed, 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, Lyfe and Mr. Brown committed the following Labor Code violations against Mr. Fuller and other Aggrieved Employees:

1. Lyfe and Mr. Brown violated Labor Code §§ 2750.5 and 226.8 by willfully misclassifying Mr. Fuller and other Aggrieved Employees in California as independent



contractors. None of the exceptions under Labor Code § 2750.5 apply to Mr. Fuller and other Aggrieved Employees in California because they were not free from the control and direction of Lyfe and Mr. Brown in connection with the performance of the work, the work they performed is/was not outside the usual course of Lyfe and Mr. Brown's business, and they were not customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. In other words, Lyfe and Mr. Brown will be unable to satisfy the "ABC Test." Moreover, although Mr. Fuller and other Aggrieved Employees assert that the "ABC Test" is applicable to their misclassification, even if the test under *Borello* applies, Lyfe and Mr. Brown will be unable to prove that Mr. Fuller and other Aggrieved Employees were properly classified as independent contractors. Lyfe's and Mr. Brown's misclassification of Mr. Fuller and other Aggrieved Employees was willful because they voluntarily and knowingly misclassified them as independent contractors. Moreover, because Mr. Fuller and other Aggrieved Employees were/are misclassified as independent contractors, they are entitled to penalties and they were/are denied multiple rights as outlined further below.

2. Lyfe violated Labor Code § 226.7, 512 and the "Meal Period" section of the applicable IWC Wage Order by not providing Mr. Fuller and other Aggrieved 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. Fuller and other Aggrieved 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. Fuller and other Aggrieved Employees would entirely miss their meal breaks because they were not afforded the right to take one and because their duties did not allow them to take a meal break during their shifts. Additionally, Mr. Fuller and other Aggrieved Employees would not be provided duty-free meal breaks such that they would receive work-related telephone calls and text messages thereby interrupting their duty-free meal periods. Lyfe did not pay the requisite meal period premium pay of an additional hour of wages.

3. Additionally, Lyfe violated Labor Code § 226.7 and the "Rest Period" section of the applicable IWC Wage Order by not authorizing or permitting Mr. Fuller and other Aggrieved Employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major fraction thereof. Moreover, Lyfe failed to pay the requisite rest period premium pay of an additional hour of wages.

4. Lyfe and Mr. Brown 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. Fuller and other Aggrieved Employees at least minimum wage for all hours worked as well as any applicable overtime wages for time spent over 8 hours in a day or 40 hours in a workweek. Mr. Fuller and other Aggrieved Employees worked overtime hours, however, Lyfe and Mr. Brown would not compensate them for overtime hours at the



applicable overtime rates. Moreover, Mr. Fuller and other Aggrieved Employees in California worked “off-the-clock” on days off and were never paid for those hours.

5. Lyfe violated Labor Code § 245 *et seq.*, known as the Healthy Workplaces, Healthy Families Act of 2014. The State’s sick leave policy allows employees to take up to 24 hours of sick leave in each year of employment, calendar year, or 12-month period, with a 48-hour cap. Lyfe is in violation of this law as it did not have a sick leave policy. 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. Mr. Fuller and other Aggrieved Employees in California were not provided with wage statements, nor were they provided with the balance of their sick leave.

6. Lyfe and Mr. Brown 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. Fuller and other Aggrieved Employees in California, including without limitation, by not paying employees for all hours worked, by not paying for overtime hours, by not paying employees on a timely basis, and by failing to pay premium pay for missed meal and rest periods.

7. Lyfe 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, Lyfe’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, the wages paid, and other employed-related records.

8. Lyfe and Mr. Brown violated Labor Code § 2802 by failing to reimburse for necessary business expenditures including but not limited to: cell phone use, computer use, and travel. Mr. Fuller and other Aggrieved Employees were required to use their own cell phones for work by receiving and responding to calls, and receiving and responding to text messages and emails. This required Lyfe to reimburse Mr. Fuller and other Aggrieved Employees for the reasonable value of the required cell phone use. Moreover, Mr. Fuller and other Aggrieved Employees were not reimbursed for the use of their own computer equipment and home internet on the occasions they were required to use the same for work. Additionally, Lyfe failed to reimburse Mr. Fuller and other aggrieved and Aggrieved Employees for travel in the form of mileage reimbursements on the occasions that Mr. Fuller and other Aggrieved Employees were required to travel for work in their own vehicles. Accordingly, Lyfe violated Labor Code § 2802.



9. Lyfe violated Labor Code § 226(a) by failing to issue wage statements and/or issuing wage statements that did not include the correct information, including, but not limited to 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 any reimbursements for business expenses, and did not include an accurate balance of Mr. Fuller's and other aggrieved and non-exempt employees' available sick leave. As such, Lyfe violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Mr. Fuller and other aggrieved and non-exempt employees.

10. Lyfe violated Labor Code § 98.6 as well. On or about July 9, 2020, an employee of Lyfe who represented himself as working in a "leadership capacity" contacted Mr. Fuller in a purported effort to dissuade Mr. Fuller from exercising his rights under the Labor Code.

Mr. Fuller will pursue all available remedies, including those provided by PAGA, for the violations identified herein on behalf of himself and other Aggrieved 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. Fuller becomes aware of additional compensation owed to him or other losses incurred by him or by any other misclassified and/or non-exempt employee of Lyfe, 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

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 10/14/2020 Sherri R. Carter, Executive Officer / Clerk of Court By: <u> M. Barel </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: 20STCV39378

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE		DEPT	ROOM	ASSIGNED JUDGE		DEPT	ROOM
✓	Daniel S. Murphy	32					

Given to the Plaintiff/Cross-Complainant/Attorney of Record Sherri R. Carter, Executive Officer / Clerk of Court

on 10/15/2020 By M. Barel, Deputy Clerk

(Date)

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

APPLICATION

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

PRIORITY OVER OTHER RULES

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

CHALLENGE TO ASSIGNED JUDGE

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

TIME STANDARDS

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

COMPLAINTS

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

CROSS-COMPLAINTS

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

STATUS CONFERENCE

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

FINAL STATUS CONFERENCE

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

SANCTIONS

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

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

Class Actions

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

***Provisionally Complex Cases**

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

FILED
 Superior Court of California
 County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk

By Rizallinda Mina, Deputy
 Rizallinda Mina

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

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

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

1) DEFINITIONS

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

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

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

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

b) Represented Litigants

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

c) Public Notice

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

1 d) Documents in Related Cases

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

5 3) EXEMPT LITIGANTS

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

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

12 4) EXEMPT FILINGS

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

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

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

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

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

24 b) Lodgments

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

27 //

28 //

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

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

4 6) TECHNICAL REQUIREMENTS

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

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

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

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

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

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

24 f) Accompanying Documents

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

27 g) Multiple Documents

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

h) Writs and Abstracts

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

i) Sealed Documents

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

j) Redaction

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

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

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

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

8) EX PARTE APPLICATIONS

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

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

9) **PRINTED COURTESY COPIES**

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

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

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

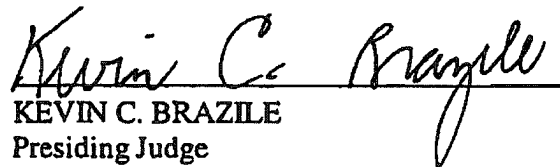
1 11) SIGNATURES ON ELECTRONIC FILING

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

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

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10 DATED: May 3, 2019



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KEVIN C. BRAZILE
Presiding Judge

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

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

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

The parties agree that:

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

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.

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The following parties stipulate:

Date:

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Date:

(TYPE OR PRINT NAME)

Date:

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Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR PLAINTIFF)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

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

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

The parties agree that:

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

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

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

The following parties stipulate:

Date:

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

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

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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:

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(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

(ATTORNEY FOR PLAINTIFF)

(ATTORNEY FOR DEFENDANT)

(ATTORNEY FOR DEFENDANT)

(ATTORNEY FOR DEFENDANT)

(ATTORNEY FOR _____)

(ATTORNEY FOR _____)

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date:

JUDICIAL OFFICER



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

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

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

What is ADR?

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

Advantages of ADR

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

Disadvantages of ADR

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

Main Types of ADR:

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

Mediation may be appropriate when the parties

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

Mediation may not be appropriate when the parties

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

How to arrange mediation in Los Angeles County

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

a. The Civil Mediation Vendor Resource List

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

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

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

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

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

b. Los Angeles County Dispute Resolution Programs

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

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

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

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

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

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