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 GILBERTO DIAZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,  
 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

GILBERTO DIAZ, an individual,

Plaintiff,

vs.

ENTERPRISE CONSTRUCTION, INC., a  
 California corporation; and DOES 1 through  
 20, inclusive,

Defendants.

Case No.: **20STCV34718**

**COMPLAINT FOR DAMAGES**

- 1. DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;**
- 2. RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;**
- 3. FAILURE TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION OF GOV'T CODE §12940(k);**
- 4. FAILURE TO PROVIDE REASONABLE ACCOMMODATIONS IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;**
- 5. FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;**
- 6. FOR DECLARATORY JUDGMENT;**
- 7. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 8. RETALIATION (LABOR CODE §98.6);**
- 9. RETALIATION FOR DISCLOSING VIOLATIONS OF LAW (LABOR CODE §§ 1102.5, 1102.6);**
- 10. FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1182.12, 1194, 1194.2);**
- 11. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**

12. FAILURE TO PROVIDE ITEMIZED  
WAGE STATEMENTS (CAL. LABOR  
CODE §§226 ET SEQ.);  
13. WAITING TIME PENALTIES (CAL.  
LABOR CODE §§201-203); AND  
14. PRIVATE ATTORNEY GENERAL  
ACT.

[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFF, GILBERTO DIAZ, and for causes of action against  
Defendants and each of them, alleges as follows:

**JURISDICTION**

1. This Court is the proper court, and this action is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Los Angeles County, and because the work that is the subject of this action was performed by Plaintiff in Los Angeles County.

**THE PARTIES**

2. Plaintiff GILBERTO DIAZ (hereinafter referred to as "Plaintiff") at all times relevant to this action, resided in the County of Los Angeles, California.

3. Plaintiff is informed and believes, and based thereupon alleges, that Defendant ENTERPRISE CONSTRUCTION, INC. (hereinafter referred to as "ENTERPRISE") was and is a California corporation. Plaintiff is informed and believes ENTERPRISE is a general building and engineering company specializing in playgrounds and public projects.

4. Plaintiff is informed and believes, and based thereupon alleges, that Defendant ENTERPRISE was Plaintiff's employer within the meaning of Government Code §§ 12926, subdivision (d), 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of this Court.

5. Plaintiff is informed and believes, and based thereupon alleges, that Defendant ENTERPRISE was Plaintiff's employer within the meaning of the Labor Code and Industrial Welfare Commission Order No. 16-2001.

1           6.       The true names and capacities, whether individual, corporate, associate, or otherwise, of  
2 the Defendants named herein as DOES 1 through 20, inclusive, are unknown to Plaintiff at this time and  
3 therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this  
4 Complaint to insert the true names and capacities of said Defendants when the same become known to  
5 Plaintiff. Plaintiff is informed and believes, and based thereupon allege, that each of the fictitiously-  
6 named Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff  
7 as alleged hereinafter.

8           7.       ENTERPRISE and DOES 1 through 20 are referred to collectively as the “Defendants.”

9           8.       Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant  
10 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,  
11 coconspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other  
12 Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within  
13 the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, and/or  
14 joint venture and with the permission and consent of each of the other Defendants.

15           9.       Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each  
16 of them, including those Defendants named as DOES 1 through 20, acted in concert with one another to  
17 commit the wrongful acts alleged herein, and aided, abetted, incited, compelled, and/or coerced one  
18 another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to  
19 Government Code §12940(i). Plaintiff is further informed and believes, and based thereupon alleges,  
20 that Defendants, and each of them, formed and executed a conspiracy or common plan pursuant to  
21 which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part  
22 of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

23           10.      Whenever and wherever reference is made in this Complaint to any act or failure to act  
24 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts  
25 and/or failures to act by each Defendant acting individually, jointly and severally.

26           11.      On July 14, 2020, Plaintiff filed a complaint under Government Code §§12940, et seq.,  
27 the California Fair Employment and Housing Act (hereinafter referred to as the “FEHA”) with the  
28 California Department of Fair Employment and Housing (hereinafter referred to as the “DFEH”), and

1 has satisfied his administrative prerequisites with respect to these and all related filings. As a result, on  
2 July 14, 2020, Plaintiff received a Notice of Case Closure and Right to Sue Letter from the DFEH.

3  
4 **ALTER EGO, AGENCY AND JOINT EMPLOYER**

5 12. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity  
6 of interest and ownership between Defendants and DOES 1 through 20 that the individuality and  
7 separateness of Defendants have ceased to exist.

8 13. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of  
9 purported corporate existence, Defendants and DOES 1 through 20 are, in reality, one and the same,  
10 including, but not limited to because:

11 a. Defendants are completely dominated and controlled by each other Defendant  
12 and DOES 1 through 20, who personally committed the frauds and violated the laws as set forth in  
13 this complaint, and who have hidden and currently hide behind Defendants to perpetrate frauds,  
14 circumvent statutes, or accomplish some other wrongful or inequitable purpose.

15 b. DOES 1 through 20 and each other Defendant derive actual and significant  
16 monetary benefits by and through Defendants' unlawful conduct, and by using Defendants as the  
17 funding source for their own personal expenditures.

18 c. Plaintiff is informed and believes, and based thereon alleges Defendants and  
19 DOES 1 through 20, while really one and the same, were segregated to appear as though separate and  
20 distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other  
21 wrongful or inequitable purpose.

22 d. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
23 and DOES 1 through 20 do not comply with all requisite corporate formalities to maintain a legal and  
24 separate corporate existence.

25 e. Plaintiff is informed and believes, and based thereon alleges, that the business  
26 affairs of Defendants and DOES 1 through 20 are, and at all times relevant were, so mixed and  
27 intermingled that the same cannot reasonably be segregated, and the same are in inextricable  
28 confusion. Defendants are, and at all times relevant hereto were, used by DOES 1 through 20 as a

1 mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter  
2 ego of DOES 1 through 20. The recognition of the separate existence of Defendants and DOES 1  
3 through 20 from one another would not promote justice, in that it would permit Defendants to insulate  
4 themselves from liability to Plaintiff for violations of the Government Code, Labor Code, and other  
5 statutory violations. The corporate existence of Defendants and DOES 1 through 20 should be  
6 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud  
7 and injustice to Plaintiff herein.

8 14. Accordingly, Defendants and DOES 1 through 20 constitute the alter egos of one another,  
9 and the fiction of their separate corporate existence must be disregarded.

10 15. As a result of the aforementioned facts, Plaintiff is informed and believes, and based  
11 thereon alleges that Defendant sand DOES 1 through 20 are Plaintiff's joint employers by virtue of a  
12 joint enterprise, and that Plaintiff was an employee of Defendants and DOES 1 through 20. Plaintiff  
13 performed services for each and every one of Defendants, and to the mutual benefit of all Defendants,  
14 and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the  
15 manner in which Defendants' business was and is conducted.

16  
17 **FACTUAL ALLEGATIONS**

18 16. On or about January 1, 2018, Plaintiff was hired by Defendants as a full-time non-exempt  
19 carpenter. At hire, Defendants failed to provide Plaintiff written notice that provided his rates of pay,  
20 regular paydays designated by the employer, the name, address, and telephone number of the employer's  
21 workers' compensation insurance carrier, and the name, address and telephone number of the  
22 employer's main office or principal place of business.

23 17. Plaintiff was a loyal and devoted employee of Defendants and his work performance has  
24 been satisfactory and at times above-average. Plaintiff fulfilled, and substantially performed, all of his  
25 job duties and all the terms and conditions of employment.

26 18. From on or about January 1, 2018 to on or about July 19, 2019, Plaintiff worked six days  
27 a week, for a total of approximately 50 hours per week.

1           19.     From on or about January 1, 2018 to on or about June 19, 2019, Plaintiff was paid at a  
2 rate of \$33.76 per hour. Plaintiff was not paid his overtime premium for hours worked beyond 8 in a day  
3 or beyond 40 in a week.

4           20.     From on or about July 1, 2019 to on or about July 19, 2019, Plaintiff was paid at a rate of  
5 \$35.18. Plaintiff was not paid his overtime premium for hours worked beyond 8 in a day or beyond 40 in  
6 a week.

7           21.     Throughout his employment, Plaintiff would complain repeatedly to Defendants that they  
8 were not paying him his overtime compensation.

9           22.     On or about June 13, 2019, Plaintiff injured his back, causing him severe pain while  
10 performing physical labor. Plaintiff immediately reported his injury to his supervisor Sam Doe  
11 (hereinafter referred to as "SAM") and Ahmed Doe (hereinafter referred to as "AHMED"). SAM  
12 offered to pay Plaintiff to take time off work if he agreed to refrain from further reporting his injuries  
13 and not seek medical treatment. Plaintiff declined SAM's offer and requested medical treatment, to  
14 which SAM responded by asking whether Plaintiff was "a troublemaker or a worker?" Shortly  
15 thereafter, Plaintiff began receiving medical treatment and was placed on work restrictions limiting  
16 bending, lifting, pushing or pulling up to ten pounds until on or about July 15, 2019.

17           23.     Plaintiff required reasonable accommodations due to his disability, including but not  
18 limited to being able to take work restrictions.

19           24.     Thereafter, AHMED was present in the examination room for each of Plaintiff's  
20 subsequent appointments with his medical provider.

21           25.     On or about June 18, 2019, Plaintiff was instructed by SAM not to report Defendants'  
22 failure to pay overtime compensation during a meeting with representatives of the Los Angeles Unified  
23 School District, whom Defendants were providing services to. Plaintiff complied with SAM's  
24 instruction for fear of losing his job if he did not.

25           26.     On or about July 8, 2019, during a medical appointment, AHMED coached Plaintiff to  
26 tell his medical provider that he was feeling better and ready to return to work. Shortly thereafter,  
27 Plaintiff's medical provider allowed Plaintiff to return to work without restrictions.  
28

1           27.     On or about July 19, 2019, Defendants terminated Plaintiff. At no time since the  
2 separation of his employment has Plaintiff been paid all outstanding wages owing him.

3           28.     Defendants' conduct described herein was undertaken, authorized, and/or ratified by  
4 Defendants and their officers and/or managing agents, including those identified herein as DOES 1  
5 through 20, who were authorized and empowered to make decisions that reflect and/or create policy for  
6 Defendants. The aforementioned conduct of said managing agents and individuals was therefore  
7 undertaken on behalf of Defendants. Defendants further had advanced knowledge of the actions and  
8 conduct of said individuals whose actions and conduct were ratified, authorized, and approved by  
9 managing agents whose precise identities are unknown to Plaintiff at this time and are therefore  
10 identified and designated herein as DOES 1 through 20, inclusive.

11           29.     As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer  
12 general and special damages, including severe and profound pain and emotional distress, anxiety,  
13 depression, headaches, tension, and other physical ailments, as well as medical expenses, expenses for  
14 psychological counseling and treatment, and past and future lost wages and benefits.

15           30.     As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,  
16 commissions, and benefits.

17           31.     Plaintiff claims general damages for emotional and mental distress and aggravation in a  
18 sum in excess of the jurisdictional minimum of this Court.

19           32.     Because the acts taken toward Plaintiff were carried out by managerial employees acting  
20 in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights  
21 and in order to injure and damage them, Plaintiff requests that punitive damages be levied against  
22 Defendants and each of them, in sums in excess of the jurisdictional minimum of this Court.

1 **FIRST CAUSE OF ACTION**

2 **BY PLAINTIFF**

3 **FOR DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**

4 **AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

5 33. Plaintiff incorporate, by reference, all the foregoing paragraphs of this Complaint as  
6 though fully set forth herein.

7 34. At all times hereto, the FEHA was in full force and effect and was binding upon  
8 Defendants and each of them.

9 35. FEHA requires Defendants to refrain from discriminating against an employee on the  
10 basis of disability and/or perceived disability, engagement in protected activities, medical condition and  
11 to prevent discrimination on the basis of the aforementioned protected classes from occurring.

12 36. Plaintiff was a member of a protected class as a person with a disability engaged in  
13 protected activities.

14 37. At all times relevant hereto, Plaintiff was performing competently in the position he held  
15 with Defendants.

16 38. Plaintiff suffered the adverse employment actions of discrimination, retaliation, denied  
17 transfer, denied reasonable accommodation for a disability, denied a work environment free of  
18 discrimination and/or retaliation, laid-off, terminated and was harmed thereby.

19 39. Plaintiff is informed and believes that his disability and/or perceived disability,  
20 engagement in protected activities, medical condition, and medical leave were a substantial motivating  
21 reason and/or factor in the decisions to subject Plaintiff to the aforementioned adverse employment  
22 actions.

23 40. Said conduct violates the FEHA, and such violations were a proximate cause in  
24 Plaintiff's damages as stated below.

25 41. The damage allegations of the Paragraphs above, inclusive, are herein incorporated by  
26 reference.

27 42. The foregoing conduct of Defendants individually, or by and through their managing  
28 agents, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried on by

1 Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel  
2 and unjust hardship in conscious disregard of Plaintiff's right to be free from interference by threats,  
3 intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as to  
4 constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive  
5 damages in an amount appropriate to punish or make an example of Defendants.

6 43. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of  
7 attorneys' fees and costs, including expert fees pursuant to the FEHA.

8  
9 **SECOND CAUSE OF ACTION**

10 **BY PLAINTIFF**

11 **FOR RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**

12 **AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

13 44. Plaintiff incorporate, by reference, all the foregoing paragraphs of this Complaint as  
14 though fully set forth herein.

15 45. At all times hereto, the FEHA was in full force and effect and was binding upon  
16 Defendants and each of them.

17 46. These laws set forth in the preceding paragraph require Defendants to refrain from  
18 retaliating against an employee for engaging in protected activity.

19 47. Plaintiff engaged in the protected activities of reporting his disability and requesting  
20 accommodations.

21 48. Plaintiff suffered the adverse employment actions of discrimination, retaliation, denied  
22 transfer, denied reasonable accommodation for a disability, denied a work environment free of  
23 discrimination and/or retaliation, laid-off, terminated and was harmed thereby.

24 49. Plaintiff is informed and believes that his engagement in the aforementioned protected  
25 activities were substantial motivating reasons and/or factors in the decisions to subject him to the  
26 aforementioned adverse employment actions.

27 50. Defendants violated the FEHA by retaliating against Plaintiff and terminating his  
28 employment for attempting to exercise his protected rights, as set forth hereinabove.

1           51. Plaintiff is informed and believes, and based thereon alleges, that the above acts of  
2 retaliation committed by Defendants were done with the knowledge, consent, and/or ratification of, or at  
3 the direction of, each other Defendant and the other managers.

4           52. The above said acts of Defendants constitute violations of the FEHA, and were a  
5 proximate cause in Plaintiff's damages as stated below.

6           53. The damage allegations of the Paragraphs above, inclusive, are herein incorporated by  
7 reference.

8           54. The foregoing conduct of Defendants individually, or by and through their managing  
9 agents, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried on by  
10 Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel  
11 and unjust hardship in conscious disregard of Plaintiff's right to be free from interference by threats,  
12 intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as to  
13 constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive  
14 damages in an amount appropriate to punish or make an example of Defendants.

15           55. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of  
16 attorneys' fees and costs, including expert fees pursuant to the FEHA.

17  
18                                   **THIRDCAUSE OF ACTION**

19                                   **BY PLAINTIFF**

20                   **FAILURE TO PREVENT DISCRIMINATIONAND RETALIATION**

21                                   **IN VIOLATION OF GOV'T CODE §12940(k)**

22                   **AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

23           56. Plaintiff incorporate, by reference, all the foregoing paragraphs of this Complaint as  
24 though fully set forth herein.

25           57. At all times hereto, the FEHA, including in particular Government Code §12940(k), was  
26 in full force and effect and was binding upon Defendants. This subsection imposes a duty on  
27 Defendants to take all reasonable steps necessary to prevent discrimination and retaliation from  
28

1 occurring. As alleged above, Defendants violated this subsection and breached their duty by failing to  
2 take all reasonable steps necessary to prevent discrimination and retaliation from occurring.

3 58. The above said acts of Defendants constitute violations of the FEHA, and were a  
4 proximate cause in Plaintiff's damages as stated below.

5 59. The damage allegations of the Paragraphs above, inclusive, are herein incorporated by  
6 reference.

7 60. The foregoing conduct of Defendants individually, or by and through their managing  
8 agents, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried on by  
9 Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel  
10 and unjust hardship in conscious disregard of Plaintiff's right to be free from interference by threats,  
11 intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as to  
12 constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive  
13 damages in an amount appropriate to punish or make an example of Defendants.

14 61. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of  
15 attorneys' fees and costs, including expert fees pursuant to the FEHA.

16  
17 **FOURTH CAUSE OF ACTION**

18 **BY PLAINTIFF**

19 **FOR FAILURE TO PROVIDE REASONABLE ACCOMMODATIONS**

20 **IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**

21 **AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

22 62. Plaintiff incorporate, by reference, all the foregoing paragraphs of this Complaint as  
23 though fully set forth herein.

24 63. At all times hereto, the FEHA, including in particular Government Code §12940(m), was  
25 in full force and effect and was binding upon Defendants. This subsection imposes a duty on  
26 Defendants to make reasonable accommodation for the known disability of an employee.

1           64.     At all relevant times, Plaintiff was a member of a protected class within the meaning of  
2 particular Government Code §§12940(a) & 12986(1) et seq. because he had disability that affected his  
3 major life activities, of which Defendants had both actual and constructive knowledge.

4           65.     At all times herein, Plaintiff was willing and able to perform the duties and functions of  
5 the position in which he was employed, or could have performed the duties and functions of those  
6 positions with reasonable accommodations. At no time would the performance of the functions of the  
7 employment positions, with reasonable accommodations for Plaintiff's disability or his disability as they  
8 were perceived by Defendants, have been a danger to Plaintiff's or any other person's health or safety.  
9 Accommodation of Plaintiff's disability or disability as they were perceived by Defendants would not  
10 have imposed an undue hardship on Defendants. Defendants failed and refused to accommodate  
11 Plaintiff and failed to engage in the interactive process with Plaintiff.

12           66.     The above said acts of Defendants constitute violations of the FEHA, and were a  
13 proximate cause in Plaintiff's damages as stated below.

14           67.     The damage allegations of the Paragraphs above, inclusive, are herein incorporated by  
15 reference.

16           68.     The foregoing conduct of Defendants individually, or by and through their managing  
17 agents, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried on by  
18 Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel  
19 and unjust hardship in conscious disregard of Plaintiff's right to be free from interference by threats,  
20 intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as to  
21 constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive  
22 damages in an amount appropriate to punish or make an example of Defendants.

23           69.     Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of  
24 attorneys' fees and costs, including expert fees pursuant to the FEHA.

**FIFTH CAUSE OF ACTION**  
**BY PLAINTIFF**  
**FOR FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS**  
**IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**  
**AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

70. Plaintiff incorporate, by reference, all the foregoing paragraphs of this Complaint as though fully set forth herein.

71. At all times hereto, the FEHA, including in particular Government Code §12940(n), was in full force and effect and was binding upon Defendants. This subsection imposes a duty on Defendants to engage in a timely, good faith, interactive process with the employee to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee with a known disability or known medical condition.

72. At all relevant times, Plaintiff was a member of a protected class within the meaning of particular Government Code §§12940(a) & 12986(1) et seq. because he had disability that affected his major life activities, of which Defendant had both actual and constructive knowledge.

73. Plaintiff reported his disability to Defendants, triggering Defendants' obligation to engage in the interactive process with Plaintiff, but at all times herein, Defendants failed and refused to do so.

74. The above said acts of Defendants constitute violations of the FEHA, and were a proximate cause in Plaintiff's damages as stated below.

75. The damage allegations of the Paragraphs above, inclusive, are herein incorporated by reference.

76. The foregoing conduct of Defendants individually, or by and through their managing agents, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried on by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's right to be free from interference by threats, intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

1           77. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of  
2 attorneys' fees and costs, including expert fees pursuant to the FEHA.

3  
4                                   **SIXTH CAUSE OF ACTION**

5                                   **BY PLAINTIFF**

6                                   **FOR DECLARATORY JUDGMENT**

7                                   **AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

8           78. Plaintiff incorporate, by reference, all the foregoing paragraphs of this Complaint as  
9 though fully set forth herein.

10          79. Government Code §12920 sets forth the public policy of the State of California as  
11 follows:

12                   It is hereby declared as the public policy of this state that it is necessary to  
13 protect and safeguard the right and opportunity of all persons to seek,  
14 obtain, and hold employment without discrimination or abridgment on  
15 account of race, religious creed, color, national origin, ancestry, physical  
disability, mental disability, medical condition, genetic information,  
marital status, sex, gender, gender identity, gender expression, age, or  
sexual orientation.

16                   It is recognized that the practice of denying employment opportunity and  
17 discriminating in the terms of employment for these reasons foments  
18 domestic strife and unrest, deprives the state of the fullest utilization of its  
capacities for development and advancement, and substantially and  
adversely affects the interests of employees, employers, and the public in  
general.

19                   Further, the practice of discrimination because of race, color, religion, sex,  
20 gender, gender identity, gender expression, sexual orientation, marital  
21 status, national origin, ancestry, familial status, source of income,  
22 disability, or genetic information in housing accommodations is declared  
to be against public policy.

23                   It is the purpose of this part to provide effective remedies that will  
eliminate these discriminatory practices.

24                   This part shall be deemed an exercise of the police power of the state for  
25 the protection of the welfare, health, and peace of the people of this state.

26          80. Government Code §12920.5 embodies the intent of the California legislature and states:

27                   In order to eliminate discrimination, it is necessary to provide effective  
28 remedies that will both prevent and deter unlawful employment practices  
and redress the adverse effects of those practices on aggrieved persons. To

1 that end, this part shall be deemed an exercise of the Legislature's  
2 authority pursuant to Section 1 of Article XIV of the California  
3 Constitution.

4 81. Moreover, Government Code §12921, subdivision (a) says in pertinent part:

5 The opportunity to seek, obtain, and hold employment without  
6 discrimination because of race, religious creed, color, national origin,  
7 ancestry, physical disability, mental disability, medical condition, genetic  
8 information, marital status, sex, gender, gender identity, gender  
9 expression, age, or sexual orientation is hereby recognized as and declared  
10 to be a civil right.

11 82. An actual controversy has arisen and now exists between Plaintiff and Defendants  
12 concerning their respective rights and duties as it is believed that Defendants may allege that they did  
13 not discriminate or retaliate against Plaintiff; that Plaintiff was not terminated as a result of his disability  
14 and/or perceived disability, engagement in protected activities, medical condition, and/or some  
15 combination of these protected characteristics. Plaintiff contends that Defendants did discriminate and  
16 retaliate against him on the basis of his disability and/or perceived disability, engagement in protected  
17 activities, medical condition, and/or some combination of these protected characteristics; and that he  
18 was ultimately wrongfully terminated and denied reinstatement as a result of these protected  
19 characteristics. Plaintiff is informed and believes, and on that basis alleges, that Defendants shall  
20 dispute Plaintiff's contentions.

21 83. Pursuant to Code of Civil Procedure §1060, Plaintiff desires a judicial determination of  
22 his rights and duties, and a declaration that Defendants discriminated against him on the basis of his  
23 perceived disability and/or disability, engagement in protected activities, medical condition, and/or some  
24 combination of these protected characteristics.

25 84. Pursuant to Code of Civil Procedure §1060, Plaintiff seeks a judicial determination of his  
26 rights and duties, and a declaration that his disability and/or perceived disability, engagement in  
27 protected activities, medical condition, and/or some combination of these protected characteristics was a  
28 substantial motivating factor in the decisions to subject him to the aforementioned adverse employment  
actions.

85. A judicial declaration is necessary and appropriate at this time under the circumstances in  
order that Plaintiff, for himself and on behalf of employees in the State of California and in conformity  
with the public policy of the State, obtain a judicial declaration of the wrongdoing of Defendants and to

1 condemn such discriminatory employment policies or practices prospectively. *Harris v. City of Santa*  
2 *Monica* (2013) 56 Cal.4th 203.

3 86. A judicial declaration is necessary and appropriate at this time such that Defendants may  
4 also be aware of their obligations under the law to not engage in discriminatory practices and to not  
5 violate the law in the future.

6 87. Government Code §12965(b) provides that an aggrieved party, such as Plaintiff herein,  
7 may be awarded reasonable attorney's fees and costs: "In civil actions brought under this section, the  
8 court, in its discretion, may award to the prevailing party, including the department, reasonable  
9 attorney's fees and costs, including expert witness fees." Such fees and costs expended by an aggrieved  
10 party may be awarded for the purpose of redressing, preventing, or deterring discrimination and  
11 retaliation.

12  
13 **SEVENTH CAUSE OF ACTION**  
14 **BY PLAINTIFF**  
15 **FOR WRONGFUL TERMINATION**  
16 **IN VIOLATION OF THE PUBLIC POLICY OF THE STATE OF CALIFORNIA**  
17 **AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

18 88. Plaintiff incorporate, by reference, all the foregoing paragraphs of this Complaint as  
19 though fully set forth herein.

20 89. At all times mentioned in this Complaint, the FEHA was in full force and effect and was  
21 binding on Defendants. This law requires Defendants to refrain, among other things, from discriminating  
22 or retaliating against any employee on the basis of disability and/or perceived disability, engagement in  
23 protected activities, and medical condition.

24 90. At all times mentioned in this Complaint, it was a fundamental policy of the State of  
25 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of  
26 disability and/or perceived disability, engagement in protected activities, and medical condition.

1           91.     Plaintiff believes and based thereon alleges that his disability and/or perceived disability,  
2 engagement in protected activities, medical condition, and/or some combination thereof, were factors in  
3 Defendants' conduct as alleged hereinabove.

4           92.     Such discrimination and retaliation, resulting in the wrongful termination of Plaintiff's  
5 employment on the basis of disability and/or perceived disability, engagement in protected activities,  
6 medical condition, and/or some combination thereof, were a proximate cause in Plaintiff's damages as  
7 stated below.

8           93.     The above said acts of Defendants constitute violations of the Government Code and the  
9 public policy of the State of California embodied therein as set forth above. Defendants violated these  
10 laws by discriminating and retaliating against Plaintiff and terminating his employment in discrimination  
11 of his protected classes and in retaliation for his exercise of protected rights.

12          94.     The damage allegations of the Paragraphs above, inclusive, are herein incorporated by  
13 reference.

14          95.     The foregoing conduct of Defendants individually, or by and through their managing  
15 agents, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried on by  
16 Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel  
17 and unjust hardship in conscious disregard of Plaintiff's right to be free from interference by threats,  
18 intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as to  
19 constitute malice, oppression, or fraud under Civil Code §3294, hereby entitling Plaintiff to punitive  
20 damages in an amount appropriate to punish or make an example of Defendants.

21  
22                   **EIGHTH CAUSE OF ACTION**

23                   **BY PLAINTIFF**

24                   **FOR RETALIATION**

25                   **LABOR CODE §98.6**

26                   **AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

27          96.     Plaintiff incorporate, by reference, all the foregoing paragraphs of this Complaint as  
28 though fully set forth herein.

1           97.     At all times hereto, Labor Code §98.6 was in full force and effect, and was binding upon  
2 Defendants. These laws prohibit an employer from discharging an employee or in any manner  
3 discriminating, retaliating, or taking any adverse action against any employee because, among other  
4 things, the employee made a written or oral complaint that he or she is owed unpaid wages, or because  
5 of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of  
6 any rights afforded him or her.

7           98.     Throughout his employment, Plaintiff made complaints to Defendants about their labor  
8 code violations.

9           99.     Defendants discriminated and retaliated against Plaintiff by terminating his employment,  
10 because of his complaints and because he exercised his rights under the Labor Code.

11          100.    Said conduct violates Labor Code §98.6, and such violations were a proximate cause in  
12 Plaintiff's damage as stated below.

13          101.    The damage allegations above, inclusive, are herein incorporated by reference.

14          102.    The foregoing conduct of Defendants individually, or by and through their managing  
15 agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried  
16 on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected  
17 Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute  
18 malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in  
19 an amount appropriate to punish or make an example of Defendants.

20          103.    In addition to all other remedies available to Plaintiff, Plaintiff is entitled to a civil  
21 penalty of \$10,000.00 pursuant to Labor Code §98.6(b)(3), for Defendant's violation of Labor Code  
22 §98.6.

23          104.    Pursuant to Labor Code §1194, Plaintiff requests a reasonable award of attorneys' fees  
24 and costs.

1 **NINTH CAUSE OF ACTION**

2 **BY PLAINTIFF**

3 **FOR RETALIATION FOR DISCLOSING VIOLATIONS OF LAW**

4 **LABOR CODE §§1102.5, 1102.6**

5 **AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

6 105. Plaintiff incorporate, by reference, all the foregoing paragraphs of this Complaint as  
7 though fully set forth herein.

8 106. At all times hereto, Labor Code §1102.5 was in full force and effect, and was binding  
9 upon Defendants. These laws prohibit an employer, or any person acting on behalf of the employer,  
10 from adopting, or enforcing any rule, regulation, or policy preventing an employee from disclosing  
11 information to a government or law enforcement agency, to a person with authority over the employee,  
12 or to another employee who has authority to investigate, discover, or correct the violation or  
13 noncompliance, or from providing information to, or testifying before, any public body conducting an  
14 investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information  
15 discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or  
16 federal rule or regulation, regardless of whether disclosing the information is part of the  
17 employee's job duties.

18 107. Further, Labor Code §1102.5 also prohibits an employer, or any person acting on behalf  
19 of the employer, from retaliating against an employee for disclosing information, or because the  
20 employer believes that the employee disclosed or may disclose information, to a government or law  
21 enforcement agency, to a person with authority over the employee or another employee who has the  
22 authority to investigate, discover, or correct the violation or noncompliance, or for providing  
23 information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if  
24 the employee has reasonable cause to believe that the information discloses a violation of state or federal  
25 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of  
26 whether disclosing the information is part of the employee's job duties.

27 108. Throughout his employment, Plaintiff made complaints to Defendants about their labor  
28 code violations, resulting in his termination which is in breach of Labor Code §1182.12.

109. Defendants subjected Plaintiff to adverse employment actions in retaliation for the aforementioned, including termination.

110. The damage allegations above, inclusive, are herein incorporated by reference.

111. The foregoing conduct of Defendants individually, or by and through their managing agents, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried on by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's right to be free from interference by threats, intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

112. In addition to all other remedies available, Plaintiff is entitled to a civil penalty of \$10,000.00 pursuant to Labor Code §1102.5(f), for each of Defendant's violation of Labor Code §1102.5.

### TENTH CAUSE OF ACTION

**BY PLAINTIFF**

## FOR FAILURE TO PAY WAGES DUE

**LABOR CODE §§201, 1182.12, 1194, 1194.2**

**AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

113. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint as though fully set forth herein.

114. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and required by 8 Code of Regulations §11160, as set forth hereinabove. As alleged herein, Defendants routinely failed to Plaintiff the overtime premium wages at for hours worked beyond 8 in a day or 40 per week.

115. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8 Code of Regulations §11160, and Industrial Welfare Commission Order No. 16-2001.

1           116. Plaintiff has been deprived of his rightfully earned compensation as a direct and  
2 proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to  
3 recover such amounts, plus interest thereon, attorneys' fees and costs.

4  
5                                   **ELEVENTH CAUSE OF ACTION**  
6                                   **BY PLAINTIFF**  
7                                   **FOR FAILURE TO PAY OVERTIME COMPENSATION**  
8                                   **LABOR CODE §§510, 1194, 1194.2**  
9                                   **AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

10           117. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint as  
11 though fully set forth herein.

12           118. Labor Code §510 requires employers to pay their non-exempt employees one and one-  
13 half times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or  
14 40 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of  
15 12 hours in a single day.

16           119. At all relevant times, Defendants required Plaintiff to work more than eight hours per day  
17 and/or more than 40 hours per workweek.

18           120. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime  
19 compensation required by Labor Code §510, 8 Code of Regulations §11160, and Industrial Welfare  
20 Commission Order No. 16-2001.

21           121. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor  
22 Code §510, 8 Code Regulations §11160, and Industrial Welfare Commission Order No. 16-2001.

23           122. From on or about January 1, 2018 to on or about June 30, 2019, Plaintiff worked 10 hours  
24 of overtime each week, which should have been paid at 1.5 times his \$33.76 rate of pay, or \$50.64.  
25 Instead, for all of these hours, Plaintiff was paid his normal hourly rate. Therefore, Plaintiff is owed  
26 \$16.88 for 10 hours of overtime that were underpaid. Thus, Plaintiff is owed unpaid overtime wages of  
27 approximately \$12,828.80 for the 76 weeks during which he was not paid overtime.  
28

1           123. From on or about July 1, 2019 to on or about July 19, 2019, Plaintiff worked 10 hours of  
2 overtime each week, which should have been paid at 1.5 times his \$35.18 rate of pay, or \$52.77. Instead,  
3 for all of these hours, Plaintiff was paid his normal hourly rate. Therefore, Plaintiff is owed \$17.59 for  
4 10 hours of overtime that were underpaid. Thus, Plaintiff is owed unpaid overtime wages of  
5 approximately \$527.70 for the 3 weeks during which he was not paid overtime.

6           124. Plaintiff has been deprived of his rightfully earned overtime compensation as a direct and  
7 proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to  
8 recover such amounts, plus interest thereon, attorneys' fees, and costs.

9  
10                                   **TWELFTH CAUSE OF ACTION**

11                                   **BY PLAINTIFF**

12                                   **FOR FAILURE TO FURNISH WAGE AND HOUR STATEMENTS**

13                                   **LABOR CODE §§226 ET SEQ.**

14                                   **AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

15           125. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint as  
16 though fully set forth herein.

17           126. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-  
18 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,  
19 total deductions and net wages earned. An employer who violates these code sections is liable to its  
20 employees for the greater of actual damages suffered by the employee, or \$50 in civil penalties for the  
21 initial pay period in which a violation occurred, and \$100 per employee for each subsequent pay period,  
22 up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is deemed to  
23 suffer injury for purposes of this subdivision if the employer fails to provide a wage statement at all.

24           127. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate  
25 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net  
26 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and  
27 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate  
28

1 by Plaintiff. For the majority of the time and as to nearly all of his wages, Defendants knowingly and  
2 intentionally, not inadvertently, failed to provide Plaintiff with compliant paystubs.

3 128. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

4 129. This failure has injured Plaintiff, by misrepresenting and depriving him of hour, wage, and  
5 earnings information to which he is entitled, causing his difficulty and expense in attempting to  
6 reconstruct time and pay records, causing him not to be paid wages he is entitled to, causing him to be  
7 unable to rely on earnings statements in dealings with third parties, eviscerating his right under Labor  
8 Code §226(b) to review itemized wage statement information by inspecting the employer's underlying  
9 records, and deceiving him regarding his entitlement to overtime wages.

10 130. From on or about January 1, 2018 to on or about July 19, 2019, Plaintiff was paid  
11 weekly, and therefore Defendants violated Labor Code §226 approximately 79 times during this time  
12 period. Consequently, Defendants are liable to Plaintiff for \$4,000.00, the statutory maximum, in  
13 damages for his injuries.

14 131. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and  
15 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and  
16 other applicable provisions, as well as attorneys' fees and costs.

17  
18 **THIRTEENTH CAUSE OF ACTION**

19 **BY PLAINTIFF**

20 **FOR WAITING TIME PENALTIES**

21 **LABOR CODE §§201-203**

22 **AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

23 132. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint as  
24 though fully set forth herein.

25 133. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and  
26 other compensation due immediately upon termination or within seventy-two hours of resignation, as  
27 required. These wages refer to, at a minimum, unpaid overtime compensation that Defendants should  
28

1 have paid, but did not pay to Plaintiff during the term of his employment and which were, at the latest,  
2 due within the time restraints of Labor Code §§201-203.

3 134. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-  
4 203.

5 135. As a direct and proximate result of Defendants' willful failure to pay these wages,  
6 Plaintiff is entitled to payment of his overtime premiums as previously pleaded herein, and more than  
7 \$8,269.71 in wait time penalties, calculated based on 30 days of Plaintiff's normal hourly rate of \$35.18  
8 per hour, including overtime (i.e., \$1,934.90 per week, times 52 weeks, divided by 365 days, multiplied  
9 by 30 days).

10 136. Based on Defendants' conduct as alleged herein, Defendants are liable for statutory  
11 penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys' fees and  
12 costs.

13  
14 **FOURTEENTH CAUSE OF ACTION**

15 **BY PLAINTIFF**

16 **FOR PRIVATE ATTORNEY GENERAL ACT**

17 **LABOR CODE §2699**

18 **AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

19 137. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as  
20 though fully set herein.

21 138. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action  
22 against Defendants, on behalf of himself and other current or former employees, seeking statutory civil  
23 penalties for Defendants' violations of the California Labor Code.

24 139. Plaintiff was an aggrieved employee within the meaning of Labor Code §2699(a), as  
25 Defendants committed multiple California Labor Code violations against him, as previously pleaded in  
26 this Complaint.

27 140. On July 9, 2020, more than 65 calendar days before filing this Complaint, Plaintiff gave  
28 written notice by online filing with the Labor and Workforce Development Agency and provided notice

1 via certified mail to Defendants of the specific provisions of the California Labor Code that Defendants  
2 violated, thereby satisfying the requirements of Labor Code §2699.3.

3 141. As of the filing of this complaint, Plaintiff has not received any response from the Labor  
4 and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently,  
5 Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

6 142. Defendants' policies and practices have resulted in violations of the California Labor  
7 Code for failing to pay their employees any wages, let alone the minimum wage, for all hours worked.  
8 This subjects Defendants to civil penalties under California Labor Code § 2699(f).

9 Count I- Failure to Compensate for All Hours Worked

10 143. Defendants have a pattern and practice of failing to pay the California overtime rate for  
11 all hours Plaintiff and the aggrieved employees worked in violation of Cal. Lab. Code §§ 201, 510,  
12 1182.12, 1194, and 1194.2,.

13 144. Plaintiff reincorporates paragraphs 113-124 as if fully set forth herein.

14  
15 Count II – Failure to Provide All Required Information on Hire

16 145. Defendants do not provide Plaintiff and the aggrieved employees with written notice that  
17 provided their rates of pay, regular paydays designated by the employer, the name, address, and  
18 telephone number of the employer's workers' compensation insurance carrier, and the name, address  
19 and telephone number of the employer's main office or principal place of business in violation of Cal.  
20 Lab. Code §§ 2810.5.

21 146. Plaintiff reincorporates paragraph 16 as if fully set forth herein.

22 Count III – Provide Accurate Itemized Wage Statements

23 147. Defendants failed to provide accurate wage statements to Plaintiff and the aggrieved  
24 employees in violation of Cal. Lab. Code §§ 226, 226.2, and 226.3.

25 148. Plaintiff reincorporates paragraphs 116-132 as if fully set forth herein.

26 Count IV – Failure To Timely Pay Wages Upon Termination

149. As a result of not paying Plaintiff or the aggrieved employees proper wages, Defendants also violated Cal. Lab. Code §§ 201, 202, and 203 by failing to pay employees all wages due upon termination or resignation.

150. Plaintiff reincorporates paragraphs 133-137 as if fully set forth herein.

151. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiffs are entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

152. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

## PRAYER FOR RELIEF

**WHEREFORE**, Plaintiff seeks judgment against Defendants and DOES 1 through 20, each of them, in an amount according to proof, as follows:

1. For a money judgment representing compensatory damages including lost wages, earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money, together with interest on these amounts; for other special damages; and for general damages for mental pain and anguish and emotional distress;

2. For a civil penalty pursuant to Labor Code §1102.5(f), for no less than of \$10,000.00;

3. For a civil penalty pursuant to Labor Code §98.6(b)(3) of \$10,000.00;

4. For liquidated damages pursuant to Labor Code §1194.2, plus interest;

5. For payment of unpaid overtime compensation pursuant to Labor Code §§510, 558, and Industrial Welfare Commission Order No. 16-2001, in the amount of no less than \$13,356.50;

6. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

7. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less than \$8,269.71;

1           8.       For statutory penalties pursuant to Labor Code §2699(f), in the amount to be  
2 determined at the time of trial;

3           9.       For prejudgment interest on each of the foregoing at the legal rate from the date the  
4 obligation became due through the date of judgment in this matter;

5           10.      For a declaratory judgment reaffirming Plaintiff's equal standing under the law and  
6 condemning Defendants' discriminatory practices;

7           11.      For declaratory judgment that Defendants' policies and/or practices constituted an  
8 unlawful failure to provide notice required by Labor Code §2810.5;

9           12.      For injunctive relief barring Defendants' discriminatory employment policies and  
10 practices in the future;

11          13.      For punitive damages, pursuant to Civil Code §3294 in an amount sufficient to punish  
12 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

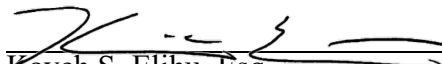
13          14.      For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, the Labor  
14 Code, the Civil Code, and/or any other basis;

15          15.      For post-judgment interest; and

16          16.      For any other relief that is just and proper.

17 DATED: September 11, 2020

**EMPLOYEE JUSTICE LEGAL GROUP**

18  
19 By: 

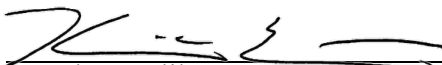
Kaveh S. Elihu, Esq.  
Jacob Karczewski, Esq.  
Daniel J. Friedman, Esq.  
Attorneys for Plaintiff

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff demands a trial by jury on all claims as provided by California law.

24 DATED: September 11, 2020

**EMPLOYEE JUSTICE LEGAL GROUP**

25  
26 By: 

Kaveh S. Elihu, Esq.  
Jacob Karczewski, Esq.  
Daniel J. Friedman, Esq.  
Attorneys for Plaintiff

CM-010

|                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                  |                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):<br>Kaveh S. Elihu, Esq. (SBN 268249)<br>Jacob Karczewski, Esq. (SBN 268295); Daniel J. Friedman, Esq. (SBN 289670)<br>EMPLOYEE JUSTICE LEGAL GROUP<br>3055 Wilshire Boulevard, Suite 1100, Los Angeles, California 90010<br>TELEPHONE NO.: (213) 382-2222 FAX NO.: (213) 382-2230<br>ATTORNEY FOR (Name): Gilberto Diaz |                                                                                  | <b>FOR COURT USE ONLY</b>                                                                                                                                                                           |
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> Los Angeles<br>STREET ADDRESS: 111 North Hill Street<br>MAILING ADDRESS:<br>CITY AND ZIP CODE: Los Angeles, California 90012<br>BRANCH NAME: Stanley Mosk Courthouse                                                                                                                                                                               |                                                                                  |                                                                                                                                                                                                     |
| CASE NAME:<br>Diaz v. Enterprise Construction, Inc.                                                                                                                                                                                                                                                                                                                                               |                                                                                  |                                                                                                                                                                                                     |
| <b>CIVIL CASE COVER SHEET</b><br><input checked="" type="checkbox"/> <b>Unlimited</b><br>(Amount demanded exceeds \$25,000)                                                                                                                                                                                                                                                                       | <input type="checkbox"/> <b>Limited</b><br>(Amount demanded is \$25,000 or less) | <b>Complex Case Designation</b><br><input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b><br>Filed with first appearance by defendant<br>(Cal. Rules of Court, rule 3.402) |
|                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                  | CASE NUMBER:<br><b>20STCV34718</b>                                                                                                                                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                  | JUDGE:<br>DEPT:                                                                                                                                                                                     |

Items 1-5 below must be completed (see instructions on page 2).

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

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

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- |                                                                                                                                |                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Large number of separately represented parties                                                     | d. <input type="checkbox"/> Large number of witnesses                                                                                                      |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence                                                         | f. <input type="checkbox"/> Substantial post judgment judicial supervision                                                                                 |

3. Type of remedies sought (*check all that apply*):

- a. ☒ monetary    b. ☒ non monetary; declaratory or injunctive relief    c. ☒ punitive

4. Number of causes of action (*specify*): Fourteen (14)

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: September 11, 2020

Kaveh S. Elihu, Esq.

(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 complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

### To Plaintiffs and Others Filing First Papers

If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 5 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. You do not need to submit a cover sheet with amended papers. 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 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 Judgement (Out of County)  
Confession of Judgement (*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 for Late Claim  
Other Civil Petition

|                                                    |             |
|----------------------------------------------------|-------------|
| SHORT TITLE: Diaz v. Enterprise Construction, Inc. | CASE NUMBER |
|----------------------------------------------------|-------------|

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

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

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

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

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

**Applicable Reasons for Choosing Court Filing Location (Column C)**

- |                                                                                  |                                                                                                                                |
|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 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<br>Civil Case Cover Sheet<br>Category No.                        | B<br>Type of Action<br>(Check only one)                                                                                                                                                                                                                                                        | C<br>Applicable Reasons -<br>See Step 3 Above |
|--------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Auto<br>Tort                                                 | Auto (22)                                                          | <input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death                                                                                                                                                                                                  | 1, 4, 11                                      |
|                                                              | Uninsured Motorist (46)                                            | <input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist                                                                                                                                                                                             | 1, 4, 11                                      |
| Other Personal Injury/Property<br>Damage/Wrongful Death Tort | Asbestos (04)                                                      | <input type="checkbox"/> A6070 Asbestos Property Damage<br><input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death                                                                                                                                                            | 1, 11<br>1, 11                                |
|                                                              | Product Liability (24)                                             | <input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)                                                                                                                                                                                                         | 1, 4, 11                                      |
|                                                              | Medical Malpractice (45)                                           | <input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons<br><input type="checkbox"/> A7240 Other Professional Health Care Malpractice                                                                                                                                        | 1, 4, 11<br>1, 4, 11                          |
|                                                              | Other Personal<br>Injury Property<br>Damage Wrongful<br>Death (23) | <input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)                                                                                                                                                                                                                        | 1, 4, 11                                      |
|                                                              |                                                                    | <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)<br><input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress<br><input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death | 1, 4, 11<br>1, 4, 11<br>1, 4, 11              |

|                                                           |             |
|-----------------------------------------------------------|-------------|
| SHORT TITLE: <b>Diaz v. Enterprise Construction, Inc.</b> | CASE NUMBER |
|-----------------------------------------------------------|-------------|

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

|                                                              |             |
|--------------------------------------------------------------|-------------|
| SHORT TITLE:<br><b>Diaz v. Enterprise Construction, Inc.</b> | CASE NUMBER |
|--------------------------------------------------------------|-------------|

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

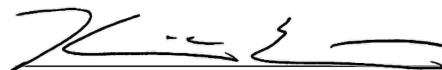
|                                                       |             |
|-------------------------------------------------------|-------------|
| SHORT TITLE:<br>Diaz v. Enterprise Construction, Inc. | CASE NUMBER |
|-------------------------------------------------------|-------------|

**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).

|                                                                                                                                                                                                                                                                                                                                                    |              |                    |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------|-------------------------------------|
| <b>REASON:</b><br><input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11. |              |                    | ADDRESS:<br>3055 Wilshire Boulevard |
| CITY:<br>Los Angeles                                                                                                                                                                                                                                                                                                                               | STATE:<br>CA | ZIP CODE:<br>90010 |                                     |

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

Dated: September 11, 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.

**SUMMONS  
(CITACION JUDICIAL)**

**SUM-100**

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

ENTERPRISE CONSTRUCTION, INC., a California corporation; and DOES  
1 through 20, inclusive,

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

GILBERTO DIAZ, an individual,

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

**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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or 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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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 puede desechar el caso.

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

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

CASE NUMBER:  
(Número del Caso):

**20STCV34718**

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):  
Kaveh S. Elihu, Esq. (SBN 268249); Jacob Karczewski, Esq. (SBN 268295); Daniel J. Friedman, Esq. (SBN 289670)

**EMPLOYEE JUSTICE LEGAL GROUP**

3055 Wilshire Boulevard, Suite 1100, Los Angeles, California 90010

Telephone: (213) 382-2222, Facsimile: (213) 382-2230

DATE:  
(Fecha) **09/11/2020**

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

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

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

**Page 1 of 1**

|                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUPERIOR COURT OF CALIFORNIA</b><br><b>COUNTY OF LOS ANGELES</b>                                           | <small>Reserved for Clerk's File Stamp</small><br><br><div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <b>FILED</b><br/>             Superior Court of California<br/>             County of Los Angeles<br/> <b>09/11/2020</b><br/>             Sherri R. Carter, Executive Officer / Clerk of Court<br/>             By: <u>          M. Barel          </u> Deputy           </div> |
| <small>COURTHOUSE ADDRESS:</small><br>Stanley Mosk Courthouse<br>111 North Hill Street, Los Angeles, CA 90012 |                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>NOTICE OF CASE ASSIGNMENT</b><br><br><b>UNLIMITED CIVIL CASE</b>                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Your case is assigned for all purposes to the judicial officer indicated below.</b>                        | <small>CASE NUMBER:</small><br><b>20STCV34718</b>                                                                                                                                                                                                                                                                                                                                                                              |

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

|   | ASSIGNED JUDGE   | DEPT | ROOM |  | ASSIGNED JUDGE | DEPT | ROOM |
|---|------------------|------|------|--|----------------|------|------|
| ✓ | Michael L. Stern | 62   |      |  |                |      |      |

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

Sherri R. Carter, Executive Officer / Clerk of Court

on 09/11/2020  
(Date)

By M. Barel, Deputy Clerk

## **INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

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

### **APPLICATION**

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

### **PRIORITY OVER OTHER RULES**

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

### **CHALLENGE TO ASSIGNED JUDGE**

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

### **TIME STANDARDS**

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

### **COMPLAINTS**

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

### **CROSS-COMPLAINTS**

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

### **STATUS CONFERENCE**

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

### **FINAL STATUS CONFERENCE**

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

### **SANCTIONS**

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

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

### **Class Actions**

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

### **\*Provisionally Complex Cases**

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

**FILED**  
 Superior Court of California  
 County of Los Angeles

**MAY 03 2019**

Sherri R. Carter, Executive Officer/Clerk

By Rizallinda Mina, Deputy  
 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](http://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](http://www.lacourt.org) on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

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

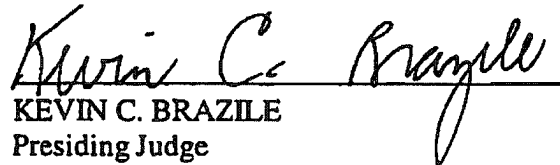
1 11) SIGNATURES ON ELECTRONIC FILING

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

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

9  
10 DATED: May 3, 2019



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KEVIN C. BRAZILE  
Presiding Judge

## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California  
County of Los Angeles



Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

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

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

The parties agree that:

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

|             |             |
|-------------|-------------|
| SHORT TITLE | CASE NUMBER |
|-------------|-------------|

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

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|-------------|-------------|
| SHORT TITLE | CASE NUMBER |
|-------------|-------------|

The following parties stipulate:

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

>

\_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

>

\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

>

\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

>

\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

>

\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

>

\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

>

\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

|                                                                      |  |                     |                                 |
|----------------------------------------------------------------------|--|---------------------|---------------------------------|
| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY               |  | STATE BAR NUMBER    | Reserved for Court of Use Stamp |
| TELEPHONE NO.:<br>E-MAIL ADDRESS (Optional):<br>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

|             |             |
|-------------|-------------|
| SECRET FILE | CASE NUMBER |
|-------------|-------------|

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

The following parties stipulate:

Date:

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

|                                                                                                           |  |                     |                               |
|-----------------------------------------------------------------------------------------------------------|--|---------------------|-------------------------------|
| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY                                                    |  | ESTATE BAR NUMBER   | Reserved for Case & Fee Stamp |
| TELEPHONE NO.<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name):                                       |  | FAX NO. (Optional): |                               |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES                                                       |  |                     |                               |
| COURTHOUSE ADDRESS:                                                                                       |  |                     |                               |
| PLAINTIFF:                                                                                                |  |                     |                               |
| DEFENDANT:                                                                                                |  |                     | CASE NUMBER                   |
| <b>INFORMAL DISCOVERY CONFERENCE</b><br>(pursuant to the Discovery Resolution Stipulation of the parties) |  |                     |                               |

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

|                                                                      |  |                     |                                 |
|----------------------------------------------------------------------|--|---------------------|---------------------------------|
| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY               |  | STATE BAR NUMBER    | Reserved for Clerk's File Stamp |
| TELEPHONE NO.:<br>E-MAIL ADDRESS (Optional):<br>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 |
|-------------|-------------|

The following parties stipulate:

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

\_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

THE COURT SO ORDERS.

Date:

\_\_\_\_\_

\_\_\_\_\_  
JUDICIAL OFFICER



# Superior Court of California, County of Los Angeles

## ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

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

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

### What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, 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](mailto:patricia@adrservices.com) (310) 201-0010 (Ext. 261)
- JAMS, Inc. Senior Case Manager [mbinder@jamsadr.com](mailto:mbinder@jamsadr.com) (310) 309-6204
- Mediation Center of Los Angeles (MCLA) Program Manager [info@mediationLA.org](mailto: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](http://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>