

# SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT: UNITED SECURITY SERVICES, INC., an  
(AVISO AL DEMANDADO):** Illinois corporation; and DOES 1-50, inclusive

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

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

SEP 16 2020

Sherri R. Carter, Executive Officer/Clerk of Court

By Steven Drew, Deputy

**YOU ARE BEING SUED BY PLAINTIFF: CARISSA CALKINS, on behalf of  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):** herself and all others similarly  
situated, and as an "aggrieved employee" on behalf of other "aggrieved employees"  
under the labor Code Private Attorneys General Act of 2004

**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 by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](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 pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of California, County of Los Angeles

111 N. Hill Street

Los Angeles, California 90012

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):

The Spivak Law Firm

16530 Ventura Blvd., Ste. 203, Encino, CA 91436

818-582-3086

DATE: **SEP 16 2020** Sherri R. Carter, Clerk Clerk, by **STEVEN OREW**, Deputy  
(Fecha) (Secretario) (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: <input type="checkbox"/> CCP 416.10 (corporation)         | <input type="checkbox"/> CCP 416.60 (minor)             |
| <input type="checkbox"/> CCP 416.20 (defunct corporation)        | <input type="checkbox"/> CCP 416.70 (conservatee)       |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify):                        |                                                         |
4. ☐ by personal delivery on (date):

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## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

## CASE TYPES AND EXAMPLES

**Auto Tort**

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

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

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

**Non-PI/PD/WD (Other) Tort**

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

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

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

**Real Property**

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

**Unlawful Detainer**

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

**Judicial Review**

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

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

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

**Enforcement of Judgment**

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

**Miscellaneous Civil Complaint**

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

**Miscellaneous Civil Petition**

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

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

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

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

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

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

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

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

|                                                                      | <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><br>Applicable Reasons -<br>See Step 3 Above |
|----------------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| <b>Auto<br/>Tort</b>                                                 | 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                                             |
| <b>Other Personal Injury/Property<br/>Damage/Wrongful Death Tort</b> | 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                     |

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| SHORT TITLE: <b>CARISSA CALKINS, et al. v UNITED SECUTRITY SERRRVICES, INC., et al.</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 type="checkbox"/> A6037 Wrongful Termination                                                                                                                                                                                                                                                                                                                                             | 1, 2, 3                                                                                |      |
|                                                                    | Other Employment (15)                                   | <input checked="" 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<br>(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                                              |      |
|                                                                    | <b>Real Property</b>                                    | Eminent Domain/Inverse<br>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 |
| 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                                                                   |      |
| <b>Unlawful Detainer</b>                                           | Unlawful Detainer-Commercial<br>(31)                    | <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)                                                                                                                                                                                                                                                                                                    | 6, 11                                                                                  |      |
|                                                                    | Unlawful Detainer-Residential<br>(32)                   | <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)                                                                                                                                                                                                                                                                                                   | 6, 11                                                                                  |      |
|                                                                    | Unlawful Detainer-<br>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                                                                               |      |

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|------------------------------------------------------------------------------------------|-------------|
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|                                                                        | <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 |
| 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                                                                                                                                                                                                                                                                                                                                                                                         | 1, 2, 8                                                   |
|                                                                        |                                                    | <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)                                                                                                                                                                                                                                                                                                                                                                | 2, 8                                                      |
|                                                                        |                                                    | <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)                                                                                                                                                                                                                                                                                                                                                          | 1, 2, 8                                                   |
|                                                                        |                                                    | <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)                                                                                                                                                                                                                                                                                                                                                                    | 1, 2, 8                                                   |
| <b>Miscellaneous Civil Petitions</b>                                   | 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 With Damages                                                                                                                                                                                                                                                                                                                                                                                   | 2, 3, 9                                                   |
|                                                                        |                                                    | <input type="checkbox"/> A6123 Workplace Harassment With Damages                                                                                                                                                                                                                                                                                                                                                                               | 2, 3, 9                                                   |
|                                                                        |                                                    | <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case With Damages                                                                                                                                                                                                                                                                                                                                                                   | 2, 3, 9                                                   |
|                                                                        |                                                    | <input type="checkbox"/> A6190 Election Contest                                                                                                                                                                                                                                                                                                                                                                                                | 2                                                         |
|                                                                        |                                                    | <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender                                                                                                                                                                                                                                                                                                                                                                    | 2, 7                                                      |
| <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law |                                                    | 2, 3, 8                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                           |
| <input type="checkbox"/> A6100 Other Civil Petition                    | 2, 9                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                           |

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|-----------------------------------------------------------------------------------------|-------------|
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|-----------------------------------------------------------------------------------------|-------------|

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

|                                                                                                                                                                                                                                                                                                                                                    |        |           |          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|----------|
| <b>REASON:</b><br><input checked="" type="checkbox"/> 1. <input 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: |
| CITY:                                                                                                                                                                                                                                                                                                                                              | STATE: | ZIP CODE: |          |

**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 15, 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.

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

**SEP 16 2020**

Sherri K. Carter, Executive Officer/Clerk of Court  
By Steven Drew, Deputy

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Attorneys for Plaintiff,  
CARISSA CALKINS, and all others similarly situated  
(Additional attorneys for Plaintiff on following page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES  
(UNLIMITED JURISDICTION)**

CARISSA CALKINS, on behalf of herself and  
all others similarly situated, and as an  
“aggrieved employee” on behalf of other  
“aggrieved employees” under the labor Code  
Private Attorneys General Act of 2004,

*Plaintiff(s),*

vs.

UNITED SECURITY SERVICES, INC., an  
Illinois corporation; and DOES 1-50, inclusive,

*Defendant(s).*

Case No.: **20STCV35391**

**CLASS ACTION**

**COMPLAINT FOR:**

1. Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7, 512, and 1198);
2. Failure to Pay All Wages for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 221, 510, 1194, 1197, and 1198);
3. Failure to Provide Accurate Written Wage Statements (Lab. Code § 226);
4. Waiting Time Penalties (Lab. Code §§ 201-203);
5. Unfair Competition (Bus. & Prof. Code §§ 17200, *et seq.*); and
6. Civil Penalties (Lab. Code §§ 2698, *et seq.*).

**JURY TRIAL DEMANDED**



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1 Plaintiff CARISSA CALKINS (hereafter “Plaintiff”), on behalf of herself and all others  
2 similarly situated, complains and alleges as follows:

### 3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations of  
5 the California Labor Code, Industrial Welfare Commission Order No. 4-2001 (hereafter “the  
6 Wage Order”) and the Business and Professions Code against defendants UNITED SECURITY  
7 SERVICES, INC., an Illinois corporation; and DOES 1 through 50, inclusive (collectively  
8 “Defendants”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to her  
10 and other similarly situated current and former employees who worked in California as hourly  
11 employees, including security guards and other employees of Defendants in comparable  
12 positions, at any time during the period beginning four years prior to the filing of this action to  
13 the present, for unpaid wages and other related relief. These claims are based on Defendants’  
14 alleged (1) failure to provide all rest and meal periods; (2) unlawful collection of wages (wage  
15 deductions); (3) failure to provide accurate written wage statements, (4) failure to timely pay  
16 wages upon termination of employment, and (5) failure to fairly compete. Additionally, Plaintiff  
17 seeks civil penalties under the California Labor Code Private Attorneys General Act, Labor Code  
18 §§ 2698, *et seq.* (“PAGA”). Accordingly, Plaintiff now seeks to recover unpaid wages, unlawfully  
19 deducted wages, unpaid meal and rest break premium wages, restitution, statutory penalties, civil  
20 penalties, and related relief through this class action.

### 21 **JURISDICTION AND VENUE**

22 3. This Court has subject matter jurisdiction because the aggregate claims of Plaintiff  
23 and the Class Members, inclusive of all relief, place more than \$25,000 in controversy.

24 4. There is no basis for federal question subject matter jurisdiction in this case.  
25 Specifically, Plaintiff asserts claims on behalf of herself and the Class Members that solely arise  
26 under California law, rather than federal law.

27 5. There is also no basis for federal diversity jurisdiction in this case.

28 6. Venue is proper in Los Angeles County pursuant to California Code of Civil  
Procedure § 395(a) and § 395.5 in that liability arose in Los Angeles County because at least  
some of the transactions that are the subject matter of this Complaint occurred therein and/or  
because each defendant is found, maintains offices, transacts business, and/or has an agent



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therein.

### **PARTIES**

7. Plaintiff CARISSA CALKINS is a resident of California. At all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations Section 11160 and an “aggrieved employee” within the meaning of Labor Code Section 2699(c).

8. Defendant UNITED SECURITY SERVICES, INC. is a corporation organized and existing under the laws of Illinois based on Plaintiff’s information and belief.

9. Plaintiff is ignorant of the true names, capacities, relationships, and extents of participation in the conduct alleged herein, of the defendants sued as DOES 1-50, inclusive, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend the Complaint to allege the true names and capacities of the DOE defendants when ascertained.

10. Plaintiff is informed and believes and thereon alleges that, at all relevant times herein, all Defendants were the agents, employees and/or servants, masters or employers of the remaining Defendants, and in doing the things hereinafter alleged, were acting within the course and scope of such agency or employment, and with the approval and ratification of each of the other Defendants.

11. At all relevant times, in perpetrating the acts and omissions alleged herein, Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack of a practice which resulted in Defendants not paying Plaintiff and the Class in accordance with applicable California labor laws as alleged herein.

12. Plaintiff is informed and believes and thereon alleges that each and every one of the acts and omissions alleged herein were performed by, and/or are attributable to, all Defendants, each acting as agents and/or employees, and/or under the direction and control of each of the other Defendants, and that said acts and failures to act were within the course and scope of said agency, employment, and/or direction and control.

### **CLASS ALLEGATIONS**

13. This action has been brought and may be maintained as a class action pursuant to California Code of Civil Procedure § 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable class defined below and because



1 Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class  
2 action.

3 14. **Class Definition:** The Class is defined as follows: all individuals Defendants  
4 employed in California and paid on an hourly basis, including but not limited to security guards  
5 and workers employed in comparable positions, at any time during the period beginning four  
6 years prior to the filing of this action and ending on the date that final judgment is rendered in  
7 this action.

8 15. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the  
9 right to amend or modify the class definitions with greater specificity, by further division into  
10 subclasses and/or by limitation to particular issues.

11 16. **Numerosity:** The Class is so numerous that the joinder of each individual class  
12 member is impractical. While Plaintiff does not currently know the exact number of the Class,  
13 Plaintiff is informed and believes that the actual number exceeds the minimum required for  
14 numerosity under California law.

15 17. **Commonality and Predominance:** Common questions of law and fact exist as  
16 to all class members and predominate over any questions which affect only individual class  
17 members. These questions include, but are not limited to:

18 A. Whether Defendants failed to provide the Class with all rest periods as  
19 required by section 11 of the Wage Order;

20 B. Whether Defendants failed to provide the Class with all off-duty meal  
21 periods as required by section 12 of the Wage Order;

22 C. Whether Defendants failed to compensate the Class Members at one  
23 hour's pay on days when Defendants failed to provide them with one or more meal periods in a  
24 workday.

25 D. Whether Defendants failed to compensate the Class Members at one  
26 hour's pay on days when Defendants failed to provide them with one or more off-duty meal  
27 periods in a workday;

28 E. Whether Defendants unlawfully collected wages from the Class;

F. Whether Defendants failed to pay all wages earned to Class Members for  
all hours worked at the correct rates of pay;

G. Whether Defendants knowingly and intentionally failed to provide the



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1 Class Members with accurate wage statements;

2 H. Whether Defendants failed to timely pay final wages upon termination of  
3 the Class Members' employment;

4 I. Whether Defendants engaged in unfair competition within the meaning of  
5 Business and Professions Code §§ 17200, *et seq.*, with respect to the Class;

6 J. Whether the Class Members are entitled to restitution of money or  
7 property that Defendants may have acquired from them through alleged Labor Code violations;

8 K. Whether the Class Members are entitled to prejudgment interest; and

9 L. Are the Class Members entitled to attorneys' fees?

10 18. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.  
11 Plaintiff is informed and believes and thereon alleges that Defendants have a policy, practice, or  
12 a lack of a policy which resulted in Defendants failing to comply with the California Labor Code  
13 and the Business and Professions Code as alleged herein.

14 19. **Adequacy of Class Representative:** Plaintiff is an adequate class representative  
15 in that she has no interests that are adverse to, or otherwise in conflict with, the interests of absent  
16 class. Plaintiff is dedicated to vigorously prosecuting this action on behalf of the Class. Plaintiff  
17 will fairly and adequately represent and protect the interests of the Class.

18 20. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in  
19 that they have no known conflicts of interest with Plaintiff or absent Class Members, are  
20 experienced in class action litigation and are dedicated to vigorously prosecuting this action on  
21 behalf of Plaintiff and the absent Class.

22 21. **Superiority:** A class action is vastly superior to other available means for fair and  
23 efficient adjudication of class' claims and would be beneficial to the parties and the Court. Class  
24 action treatment will allow a number of similarly situated persons to simultaneously and  
25 efficiently prosecute their common claims in a single forum without the unnecessary duplication  
26 of effort and expense that numerous individual actions would entail. In addition, the monetary  
27 amounts due to many individual class members are likely to be relatively small and would thus  
28 make it difficult, if not impossible, for individual class members to both seek and obtain relief.  
Moreover, a class action will serve an important public interest by permitting class to effectively  
pursue the recovery of monies owed to them. Further, a class action will prevent the potential for  
inconsistent or contradictory judgments inherent in individual litigation.



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## STATEMENT OF FACTS

22. On or about December 27, 2019, Defendants first employed Plaintiff to work in California as a non-exempt, hourly security guard. Defendants continuously employed Plaintiff from that time until on or about March 2, 2020, when her employment ended.

23. At all relevant times, Defendants employed Plaintiff and the Class at an hourly rate of pay and issued their paychecks on a weekly basis. At all relevant times, Defendants classified Plaintiff and the Class as non-exempt employees entitled to the protections of both the Labor Code and the Wage Order.

24. At all relevant times, Defendants required Plaintiff and the Class to perform work while clocked out. Defendants maintained a policy whereby it would engage only approximately the first 60 employees to arrive for a given shift. In order for Plaintiff and the Class Members to be engaged for work on a given day, Defendant's policy required them to arrive at Defendant's work sites early – often 45 minutes to an hour before the shifts were to begin – in order to be within the first 60 people to arrive. Defendants failed to compensate Plaintiff and the Class for the time they spent off-the-clock waiting to be selected for work.

25. Further, at all relevant times, Defendants required Plaintiff and the Class to perform work off-the-clock at the beginning of their shifts. Defendants provided Plaintiff and the Class with schedules indicating shift start and end times. However, although Plaintiff and the Class began work at the time listed on Defendants' schedules, Defendants recorded their start time as beginning approximately 15 minutes after the time listed on the schedules.

26. Defendants also required Plaintiff and the Class to perform work off-the-clock at the end of their shifts. Defendants shuttled Plaintiff and the Class to and from their assigned work stations at the beginning and end of their workdays. At relevant times within the applicable limitations period, Defendants did not arrive to shuttle Plaintiff and the Class back from their workstations until after the end of their scheduled shifts, often as long as 20 minutes thereafter. On such occasions, Defendants recorded Plaintiff's and the Class Members' workdays as ending at the time indicated on the shift schedules, thereby omitting the time during which Plaintiff and the Class were required to remain on duty while waiting for Defendants' shuttle.

27. Defendants regularly employed Plaintiff and the Class to work in excess of eight hours and 12 hours per day. At relevant times within the applicable limitations period, Defendants failed to provide Plaintiff and the Class with a second off-duty, 30-minute daily meal period



1 before the end of the tenth hour worked. Rather, Defendants provided Plaintiff and the Class with  
2 one meal period every six hours. On occasions in which Plaintiff and the Class worked ten or  
3 more hours, but less than twelve hours, Defendants wholly failed to provide them with a second  
4 meal period. Defendants further required Plaintiff and the Class to remain on the work premises  
5 during their rest periods. On information and belief, Defendants did not request an exemption  
6 from California's rest period law from the Division of Labor Standards Enforcement. Neither  
7 Plaintiff nor any of the Class entered into a written waiver of their second meal period with  
8 Defendants.

8 28. Defendants also failed to pay Plaintiff and the Class premium wages for days on  
9 which it failed to provide them with all timely meal periods and unrestricted rest periods.

10 29. For the reasons stated herein, Plaintiff alleges the following violations of the  
11 California Labor Code and Wage Order:

12 A. Defendants failed to provide Plaintiff and the Class with all off-duty meal  
13 periods;

14 B. Defendants failed to provide Plaintiff and the Class with all rest periods as  
15 required by law;

16 C. Defendants failed to pay Plaintiff and the Class an additional hour's pay  
17 for days on which Defendants failed to provide them with one or more meal periods in a workday;

18 D. Defendants failed to pay Plaintiff and the Class an additional hour's pay  
19 for days on which Defendants failed to provide them with one or more rest periods in a workday;

20 E. Defendants unlawfully collected wages due to Plaintiff and the Class;

21 F. Defendants failed to compensate Plaintiff and the Class for all hours  
22 worked at the correct rates of pay, including, but not limited to, regular and overtime wages for  
23 work they performed off-the-clock at the beginning and end of their shifts;

24 G. Defendants failed to provide Plaintiff and the Class with accurate and  
25 complete wage statements;

26 H. Defendants failed to timely pay Plaintiff and the Class all earned and  
27 unpaid wages during employment; and

28 I. Defendants failed to timely pay Plaintiff and those Class Members who  
are former employees all earned and unpaid wages at the time of separation from employment.

///



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**FIRST CAUSE OF ACTION**  
**FAILURE TO PROVIDE REST BREAKS AND MEAL PERIODS**  
**(Lab. Code §§ 226.7, 512, and 1198)**

**(By Plaintiff and the Class against all Defendants)**

30. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

31. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 512, 1198, and the Wage Order.

32. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

33. In relevant part, In relevant part, California Labor Code § 512 states:

An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.

An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

34. In relevant part, Section 12 of the Wage Order states:

**Rest Periods**

(A) “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2)



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hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.”

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.”

35. In relevant part, Section 11 of the Wage Order states:

**Meal Periods**

(A) “No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employee and the employer. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.”

36. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of



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Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

37. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than 10 hours in a workday.

38. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be provided with net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

39. Defendants intentionally failed to provide Plaintiff and the Class Members with all required 30-minute duty free meal periods and 10-minute rest periods in accordance with the Wage Order.

40. Plaintiff is informed and believes and thereon alleges that, at all relevant times within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy which resulted in Defendants not providing the Class with all off-duty meal periods and rest breaks required by California law.

41. As a result of Defendants' unlawful conduct, Plaintiff and the Class have suffered damages in an amount, subject to proof, to the extent they were not paid the full amount of wages earned during each pay period during the applicable limitations period.

42. By reason of the above, pursuant to California Labor Code § 226.7, Plaintiff and the Class Members are entitled to premium wages for workdays in which one or more off-duty meal periods were not provided to them, and for workdays in which one or more rest breaks were not provided to them.

## **SECOND CAUSE OF ACTION**

### **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

#### **(Lab. Code §§ 221, 510, 1194, 1197, and 1198)**

43. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

44. At all relevant times, Plaintiff and the Class Members have been non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code § 221, 510, 1194, 1197, 1198, and the Wage Order.



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1           45.     Section 2 of the Wage Order defines “hours worked” as “the time during which an  
2 employee is subject to the control of an employer, and includes all the time the employee is  
3 suffered or permitted to work, whether or not required to do so.”

4           46.     Section 3 of the Wage Order states:

5           (A) Daily Overtime - General Provisions

6           (1) The following overtime provisions are applicable to employees  
7 18 years of age or over and to employees 16 or 17 years of age who  
8 are not required by law to attend school and are not otherwise  
9 prohibited by law from engaging in the subject work. Such  
10 employees shall not be employed more than eight (8) hours in any  
11 workday or more than 40 hours in any workweek unless the  
12 employee receives one and one-half (1 ½) times such employee’s  
13 regular rate of pay for all hours worked over 40 hours in the  
14 workweek. Eight (8) hours of labor constitutes a day’s work.  
15 Employment beyond eight (8) hours in any workday or more than  
16 six (6) days in any workweek is permissible provided the employee  
17 is compensated for such overtime at not less than:

18           (a) One and one-half (1 ½) times the employee’s regular rate of  
19 pay for all hours worked in excess of eight (8) hours up to and  
20 including 12 hours in any workday, and for the first eight (8) hours  
21 worked on the seventh (7<sup>th</sup>) consecutive day of work in a  
22 workweek.

23           (b) Double the employee’s regular rate of pay for all hours worked  
24 in excess of 12 hours in any workday and for all hours worked in  
25 excess of eight (8) hours on the seventh (7<sup>th</sup>) consecutive day of  
26 work in a workweek.

27           (c) The overtime rate of compensation required to be paid to a  
28 nonexempt full-time salaried employee shall be computed by using  
the employee’s regular hourly salary as one-fortieth (1/40) of the  
employee’s weekly salary.

47.     Section 4 of the Wage Order requires an employer to pay non-exempt employees  
at least the minimum wage set forth therein for all hours worked, which consist of all hours that  
an employer has actual or constructive knowledge that employees are working.

48.     Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess  
of eight hours in one workday and any work in excess of 40 hours  
in any one workweek and the first eight hours worked on the



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seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

49. California Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

50. California Labor Code § 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

51. California Labor Code § 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

52. California Labor Code § 221 prohibits an employer from taking deductions from an employee's wages without the employee's express written consent or other legal authority for doing so.

53. In conjunction, these provisions of the California Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including unrecorded hours when the employer knew or reasonably should have known that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.)

54. At all relevant times during the applicable limitations period, Defendants failed to compensate Plaintiff and the Class for all hours worked at the correct rates of pay, including but not limited to all regular and overtime wages for work they performed off-the-clock at the beginning and end of their shifts. Further, at all relevant times, Defendants unlawfully collected and received part of Plaintiff's and the Class Members' wages in violation of California Labor Code § 221.

55. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'



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1 failure to compensate the Class for all hours worked at the correct rate of pay as required by  
2 California law.

3 56. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have  
4 suffered damages in an amount, subject to proof, to the extent that they were not paid the full  
5 amount of wages earned during each pay period during the applicable limitations period,  
6 including minimum, overtime, and double-time wages.

7 57. Pursuant to California Labor Code § 1194, Plaintiff, on behalf of herself and Class  
8 Members, seeks to recover unpaid wages, liquidated damages in amounts equal to the amounts of  
9 unpaid wages, interest thereon, and awards of reasonable costs and attorneys' fees, including  
10 interest thereon, as permitted by law, all in amounts subject to proof.

### 11 **THIRD CAUSE OF ACTION**

#### 12 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

13 **(Lab. Code § 226)**

14 **(By Plaintiff and the Class against all Defendants)**

15 58. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

16 59. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were  
17 entitled to receive, semimonthly or at the time of each payment of wages, an accurate itemized  
18 statement showing, among other items, 1) gross wages earned; 2) total hours worked, except for  
19 any employee whose compensation is solely based on a salary and who is exempt from payment  
20 of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare  
21 Commission; 3) net wages earned; and 4) all applicable hourly rates in effect during the pay  
22 period and the corresponding number of hours worked at each hourly rate by the employee.

23 60. Pursuant to California Labor Code § 226(e), an employee is deemed to suffer  
24 injury if the employer fails to provide a wage statement. Additionally, an employee is deemed to  
25 suffer injury if the employer fails to provide accurate and complete information as required by  
26 California Labor Code § 226(a) and the employee cannot "promptly and easily determine" from  
27 the wage statement alone one or more of the following:

28 A. The amount of the gross wages or net wages paid to the employee during  
the pay period or any of the other information required to be provided on the itemized wage  
statement pursuant to California Labor Code § 226(a);

B. Which deductions the employer made from gross wages to determine the



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1 net wages paid to the employee during the pay period;

2 C. The name and address of the employer and, if the employer is a farm labor  
3 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name  
4 and address of the legal entity that secured the services of the employer during the pay period;  
5 and

6 D. The name of the employee and only the last four digits of his or her social  
7 security number or an employee identification number other than a social security number.

8 61. “Promptly and easily determine,” as stated in California Labor Code § 226(e),  
9 means a reasonable person would be able to readily ascertain the information without reference  
10 to other documents or information.

11 62. At all relevant times during the applicable limitations period, Defendants violated  
12 Labor Code § 226 because they did not properly and accurately itemize each Class Member’s  
13 gross wages earned, net wages earned, the total hours worked, the corresponding number of hours  
14 worked at each rate by the employee, and other requirements of California Labor Code § 226.  
15 Defendants failed to state in the wage statements they issued to Plaintiff and the Class all their  
16 hours worked and wages earned, including but not limited to minimum, regular, and overtime  
17 wages for work they performed off-the-clock at the beginning and end of their shifts.

18 63. As alleged herein, Defendants failed to provide Plaintiff and the Class Members  
19 all wages owed, including but not limited to, wages. Defendants wholly failed to provide Plaintiff  
20 and the Class Members with any written wage statements at all.

21 64. As a result, Defendants have failed to properly and accurately itemize each  
22 employee’s gross wages earned, net wages earned, the total hours worked, the corresponding  
23 number of hours worked by employees, and other requirements of California Labor Code § 226.  
24 As a result, Defendants have violated California Labor Code § 226.

25 65. Defendants’ failure to provide Plaintiff and the Class Members with accurate  
26 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and  
27 the Class with accurate wage statements but intentionally provided wage statements that  
28 Defendants knew were not accurate.

66. As a result of being provided with inaccurate wage statements by Defendants,  
Plaintiff and the Class have suffered injury. Their legal rights to receive accurate wage statements  
were violated and they were misled about the amount of wages they had actually earned and were



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1 owed. In addition, the absence of accurate information on their wage statements prevented  
2 immediate challenges to Defendants' unlawful pay practices, has required discovery and  
3 mathematical computations to determine the amounts of wages owed, has caused difficulty and  
4 expense in attempting to reconstruct time and pay records and/or has led to the submission of  
5 inaccurate information about wages to state and federal government agencies. Further, Plaintiff  
6 and the Class Members were not able to ascertain from the wage statements whether Defendants  
7 complied with their obligations under California Labor Code § 226(a).

#### 8 **FOURTH CAUSE OF ACTION**

#### 9 **WAITING TIME PENALTIES**

10 **(Lab. Code §§ 201-203)**

11 **(By Plaintiff and the Class against all Defendants)**

12 67. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

13 68. At all relevant times during the applicable limitations period, Plaintiff and the  
14 Class Members have been non-exempt employees of Defendants and entitled to the benefits and  
15 protections of California Labor Code §§ 201-203 and the Wage Order.

16 69. California Labor Code § 201 provides that all earned and unpaid wages of an  
17 employee who is discharged are due and payable immediately at the time of discharge.

18 70. California Labor Code § 202 provides that all earned and unpaid wages of an  
19 employee who quits after providing at least 72-hours notice before quitting are due and payable  
20 at the time of quitting and that all earned and unpaid wages of an employee who quits without  
21 providing at least 72-hours notice before quitting are due and payable within 72 hours.

22 71. By failing to pay earned premium wages to Plaintiff and the Class Members,  
23 Defendants failed to timely pay them all earned and unpaid wages in violation of California Labor  
24 Code § 201 or § 202.

25 72. Plaintiff is informed and believes that Defendants' failures to timely pay all final  
26 wages to her and the Class Members have been willful in that Defendants have the ability to pay  
27 final wages in accordance with California Labor Code §§ 201 and 202 but have intentionally  
28 adopted policies or practice that are incompatible with those requirements.

73. California Labor Code § 203 provides that the wages of an employee continue on  
a daily basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned  
and unpaid wages to the employee in accordance with California Labor Code § 201 or § 202.



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74. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff and the Class Members all of their earned and unpaid wages have been willful in that, at all relevant times, Defendants have deliberately maintained policies and practices that violate the requirements of the Labor Code and the Wage Order even though, at all relevant times, they have had the ability to comply with those legal requirements.

75. Pursuant to California Labor Code § 203, Plaintiff seeks waiting time penalties on behalf of herself and the Class, in amounts subject to proof not to exceed 30 days of waiting time penalties for each Class Member.

### FIFTH CAUSE OF ACTION

## UNFAIR COMPETITION

**(Bus. & Prof. Code §§ 17200, *et seq.*)**

**(By Plaintiff and the Class against all Defendants)**

76. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

77. At all relevant times, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of the Business and Professions Code §§ 17200, *et seq.*

78. The unlawful conduct of Defendants alleged herein amounts to and constitutes unfair competition within the meaning of California Business & Professions Code §§ 17200, *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly gained a competitive advantage over other comparable companies doing business in California that comply with their legal obligations to, among other things, pay their employees premium wages for workdays in which they did not provide employees with one or more meal and rest period, and pay them all wages earned for all hours worked at the correct rates of pay.

79. The unlawful conduct of Defendants alleged herein amounts to and constitutes unfair competition within the meaning of California Business & Professions Code §§ 17200, *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly gained a competitive advantage over other comparable companies doing business in California that comply with their legal obligations to, among other things, pay their employees premium wages for workdays in which they did not provide employees with one or more meal and rest period, and pay them all wages earned for all hours worked at the correct rates of pay.

80. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the



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1 Class Members have suffered injuries in fact and have lost money or property. Defendants  
2 deprived Plaintiff and the Class Members of minimum wages, overtime wages, double-time  
3 wages, premium wages for all workdays one or more meal periods was not provided, and  
4 premium wages for all workdays a rest period was not provided.

5 81. Pursuant to California Business & Professions Code § 17203, Plaintiff and the  
6 Class Members are entitled to restitution of all monies rightfully belonging to them that  
7 Defendants did not pay them or otherwise retained by means of their unlawful and unfair business  
8 practices.

9 82. Plaintiff and the Class are entitled to reasonable attorneys' fees in connection with  
10 their unfair competition claims pursuant to California Code of Civil Procedure § 1021.5, the  
11 substantial benefit doctrine and/or the common fund doctrine.

12 83. Accordingly, with respect to this cause of action, on behalf of herself and the  
13 Class, Plaintiff prays for the herein stated relief, and an award of all reasonable costs and  
14 attorneys' fees, including interest thereon, as permitted by law, all in amounts subject to proof.

#### 15 **SIXTH CAUSE OF ACTION**

#### 16 **CIVIL PENALTIES**

#### 17 **(By Plaintiff and the Class against all Defendants)**

18 84. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

19 85. The "Aggrieved Employees" are all members of the above-defined Class whom  
20 Defendants employed during the period beginning July 7, 2019 and ending on the date that final  
21 judgment is entered in this action.

22 86. Labor Code § 204 states

23 (a) All wages, other than those mentioned in Section 201, 201.3, 201.4, or  
24 204.2, earned by any person in any employment are due and payable twice during  
25 each calendar month, on days designated in advance by the employer as the  
26 regular paydays. Labor performed between the 1st and 15th days, inclusive, of  
27 any calendar month shall be paid for between the 16th and 26th day of the month  
28 during which the labor was performed, and labor performed between the 16th and  
last day, inclusive, of any calendar month, shall be paid between the 1st and 10th  
day of the following month. . . .

(b) (1) Notwithstanding any other provision of this section, all wages  
earned for labor in excess of the normal work period shall be paid no later than  
the payday for the next regular payroll period.



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(2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

87. Defendants paid wages to employees on weekly intervals. Defendants failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such intervals for all wages earned and all hours worked.

88. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 1174, 1194, 1197, and 1198.

89. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

90. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class are entitled to recover civil penalties for each of Defendants' violations of California Labor Code §§ 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 1174, 1194, 1197, and 1198 during the applicable limitations period in the following amounts: For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation (penalty amounts established by California Labor Code § 210).

A. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation (penalty amounts established by California Labor Code § 210).

B. For violations of California Labor Code § 221, one hundred dollars



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1 (\$100.00) for each aggrieved employee for each initial violation of California Labor Code § 221  
2 (if found to be neither willful nor intentional) and two hundred dollars (\$200.00) for each  
3 aggrieved employee (if found to be either willful or intentional) and for each subsequent violation  
4 of California Labor Code § 221 (regardless of whether they are found to be willful or intentional)  
(penalties set by California Labor Code § 225.5).

5 C. For violations of California Labor Code § 226(a), two hundred fifty dollars  
6 (\$250.00) for each aggrieved employee for initial violations and one thousand dollars (\$1,000.00)  
7 for each aggrieved employee for each subsequent violation (penalty amounts established by  
8 California Labor Code § 226.3).

9 D. For violations of California Labor Code §§ 510 and 512, fifty dollars  
10 (\$50.00) for each aggrieved employee for initial violations and one hundred dollars (\$100.00)  
11 for each aggrieved employee for each subsequent violation, per pay period (penalty amounts  
12 established by California Labor Code § 558).

13 E. For violations of California Labor Code § 1174, five hundred dollars  
14 (\$500.00) for each aggrieved employee for each violation (penalty amounts established by  
15 California Labor Code § 1174.5).

16 F. For violations of California Labor Code § 1197, one hundred dollars  
17 (\$100.00) for each aggrieved employee per pay period for each initial and intentional violation  
18 and two hundred fifty dollars (\$250.00) for each aggrieved employee per pay period for each  
19 subsequent violation (regardless of whether the initial violations were intentionally committed)  
(penalty amounts established by California Labor Code § 1197.1).

20 G. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,  
21 and 1198, one hundred dollars (\$100.00) for each aggrieved employee per pay period for each  
22 initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period  
23 for each subsequent violation (penalty amounts established by California Labor Code §  
24 2699(f)(2)).

25 91. Plaintiff has complied with the procedures for bringing suit specified in California  
26 Labor Code § 2699.3. By letter dated July 7, 2020, Plaintiff filed written notice online with the  
27 Labor and Workforce Development Agency (“LWDA”) and gave written notice by certified mail  
28 to Defendants of the specific provisions of the California Labor Code alleged to have been  
violated, including the facts and theories to support the alleged violations. Plaintiff accompanied



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1 her individual letter with a fee in the amount of \$75.00. A true and correct copy of Plaintiff's  
2 written notice to the LWDA, dated July 7, 2020, is attached hereto as **Exhibit A**. The LWDA  
3 has not responded to Plaintiff's letter.

4 92. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved  
5 Employees are entitled to an award of civil penalties, reasonable attorneys' fees, and costs in  
6 connection with their claims for civil penalties.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, on behalf of herself and the Class, prays for relief and judgment  
9 against Defendants as follows:

- 10 A. An order that the action be certified as a class action;
- 11 B. An order that Plaintiff be appointed class representative;
- 12 C. An order that counsel for Plaintiff be appointed class counsel;
- 13 D. Unpaid wages;
- 14 E. Actual damages;
- 15 F. Statutory damages;
- 16 G. Liquidated damages;
- 17 H. Restitution;
- 18 I. Declaratory relief;
- 19 J. Equitable relief;
- 20 K. Statutory penalties;
- 21 L. Civil Penalties;
- 22 M. Pre-judgment and post-judgment interest;
- 23 N. Costs of suit;
- 24 O. Interest;
- 25 P. Reasonable attorneys' fees; and
- 26 Q. Such other relief as the Court deems just and proper.

27 ///  
28 ///  
///  
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**DEMAND FOR JURY TRIAL**

Plaintiff, on behalf of herself and all others similarly situated, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: September 15, 2020

By:   
DAVID SPIVAK  
CARL KAPLAN  
Attorneys for Plaintiff, CARISSA CALKINS  
and all others similarly situated



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# **EXHIBIT A**



SPIVAK LAW

**\*SENT BY ELECTRONIC SUBMISSION AND CERTIFIED MAIL\***

July 7, 2020

Attn: PAGA Administrator  
Labor and Workforce Development Agency  
Attn: PAGA Administrator  
<http://dir.tflaforms.net>  
*Via Electronic Submission*

RE: *Carissa Calkins / United Security Services, Inc.*

To Whom It May Concern:

Pursuant to the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.*, Carissa Calkins (hereafter “Calkins”) provides notice on behalf of herself and all individuals currently and formerly employed in California as non-exempt hourly employees, including but not limited to security guards, and workers employed in comparable positions (hereafter “Aggrieved Employees”) by United Security Services, Inc., an Illinois corporation (hereafter “USSI”), of violations of Labor Code §§ 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 1174, 1194, 1197, and 1198.

At all relevant times, USSI has employed persons, conducted business in, and engaged in illegal payroll practices and policies in California. Calkins and the Aggrieved Employees are “employees” within the meaning of Wage Order 4-2001 (hereafter “the Wage Order”) § 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code § 2699, subdivision (c).

**Statement of Facts**

On or about December 27, 2019, USSI first employed Calkins to work in California as a non-exempt, hourly security guard. USSI continuously employed Calkins in California from December 27, 2019 until on or about March 2, 2020, when her employment ended.

At all relevant times, USSI employed Calkins and the other Aggrieved Employees at an hourly rate of pay and issued their paychecks on a weekly basis. At all relevant times, USSI classified Calkins and the other Aggrieved Employees as non-exempt employees entitled to the protections of both the Labor Code and the Wage Order.

At all relevant times, USSI required Calkins and the Aggrieved Employees to perform work while clocked out. USSI maintained a policy whereby it would engage only approximately the first 60 employees to arrive for a given shift. In order to be engaged for work on a given day, USSI's policy required Calkins and the Aggrieved Employees to arrive at USSI's work sites early – often 45 minutes to an hour before the shifts were to begin – in order to be within the first 60 people to arrive. USSI failed to compensate Calkins and the Aggrieved Employees for the time they spent off-the-clock waiting to be selected for work.

Further, at all relevant times, USSI required Calkins and the Aggrieved Employees to perform work off-the-clock at the beginning of their shifts. USSI provided Calkins's and the Aggrieved Employees with schedules indicating shift start and end times. However, although Calkins and the Aggrieved Employees began work at the time listed on USSI's schedules, USSI recorded their start times as beginning approximately 15 minutes after the time listed on the schedules.

USSI also required Calkins and the Aggrieved Employees to perform work off-the-clock at the end of their shifts. USSI shuttled Calkins and the Aggrieved Employees to and from their assigned work stations at the beginning and end of their workdays. At relevant times within the applicable limitations period, USSI did not arrive to shuttle Calkins and the Aggrieved Employees back from their workstations until after the end of their scheduled shifts, often as long as 20 minutes thereafter. On such occasions, USSI recorded Calkins's and the Aggrieved Employees' workdays as ending at the time indicated on the shift schedules, thereby omitting the time during which Calkins and the Aggrieved Employees were required to remain on duty while waiting for USSI's shuttle.

USSI regularly employed Calkins and the Aggrieved Employees to work in excess of eight hours and 12 hours per day. At relevant times within the applicable limitations period, USSI failed to provide Calkins and the Aggrieved Employees with an off-duty, 30-minute meal period before the end of the fifth hour worked or with a second off-duty, 30-minute meal period before the end of the tenth hour worked. Rather, USSI provided Calkins and the Aggrieved Employees with one meal period every six hours. On occasions in which Calkins and the Aggrieved Employees worked ten or more hours, but less than twelve hours, USSI wholly failed to provide them with a second meal period. USSI further required Calkins and the Aggrieved Employees to remain on the work premises during their rest periods. USSI did not request an exemption from California's rest period law from the Division of Labor Standards Enforcement. Neither Calkins nor any of the Aggrieved Employees entered into a written waiver of their second meal period with USSI.

USSI also failed to pay Calkins and the Aggrieved Employees premium wages for days on which it failed to provide them with all timely meal periods and unrestricted rest periods.

For the reasons stated herein, Calkins alleges the following violations of the California Labor Code and the Wage Order on behalf of herself and the Aggrieved Employees:

- a) USSI failed to provide Calkins and the Aggrieved Employees with all meal periods as required by law;
- b) USSI failed to provide Calkins and the Aggrieved Employees with all rest periods as required by law;
- c) USSI failed to compensate Calkins and the Aggrieved Employees at one hour's pay on days when USSI failed to provide them with one or more meal periods in a workday;

- d) USSI failed to compensate Calkins and the Aggrieved Employees at one hour's pay on days when USSI failed to provide them with one or more rest periods in a workday;
- e) USSI failed to pay Calkins and the Aggrieved Employees for all hours worked at the correct rates of pay including, but not limited to, minimum and overtime pay due to off-the-clock work;
- f) USSI unlawfully deducted the wages Calkins and the Aggrieved Employees earned, including, but not limited to, minimum and overtime wages;
- g) USSI failed to timely pay Calkins and the Aggrieved Employees all earned and unpaid wages during employment;
- h) USSI failed to provide Calkins and the Aggrieved Employees with accurate and complete wage statements; and
- i) USSI failed to timely pay Calkins and the Aggrieved Employees all earned and unpaid wages at the time of separation of employment.

Accordingly, Calkins now seeks civil penalties on behalf of herself and the other Aggrieved Employees based on USSI's violations of the California Labor Code.

### **The Wage Order**

The Wage Order applies to "all persons employed in professional, technical, clerical, mechanical, and similar occupations whether paid on a time, piece rate, commission, or other basis." § 1. Occupations covered by the terms "professional, technical, clerical, mechanical, and similar occupations" include, but are not limited to, "guards." § 2(O). At all relevant times during the applicable limitations period, USSI employed Calkins as a security guard. Accordingly,

Calkins and the Aggrieved Employees are entitled to the protections provided under the Wage Order.

**Failure to Provide Rest Breaks and Meal Periods**  
**(Lab. Code §§ 226.7, 512, and 1198)**

In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

In relevant part, Section 12 of the Wage Order states:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total number of hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

In relevant part, California Labor Code § 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.

An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

In relevant part, Section 11 of the Wage Order states:

Meal Periods:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee.

...

(D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

California Labor Code § 226.7 states:

- (a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- (b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

By failing to provide all timely 30 minute, duty-free meal periods, USSI has intentionally and improperly failed to provide all meal periods free from any work or duties to Calkins and the Aggrieved Employees as required by law. Further, by requiring Calkins and the Aggrieved Employees to remain on work premises during their rest periods, USSI has intentionally and improperly failed to provide Calkins and the Aggrieved Employees with all duty free rest periods.

In failing to do so, USSI violated the provisions of California Labor Code §§ 226.7, 512, and 1198. Accordingly, Calkins seeks civil penalties on behalf of herself and the Aggrieved Employees as follows:

- 1. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by California Labor Code § 2699(f)(2));
- 2. \$50 for each Aggrieved Employee for each initial violation of California Labor Code § 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period (penalties set by California Labor Code § 558); and

3. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by California Labor Code § 2699(f)(2)).

**Failure to Pay All Wages Earned for All Hours Worked**  
**(Lab Code §§ 510, 1194, 1197, and 1198)**

Under California Labor Code § 1197, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, California Labor Code § 1194 states,

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the [...] legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of [...] overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

In relevant part, Section 3 of the Wage Order states,

(A) Daily Overtime - General Provisions

- (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in

the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in a workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7<sup>th</sup>) consecutive day of work in a workweek.
- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7<sup>th</sup>) consecutive day of work in a workweek.

In relevant part, California Labor Code § 510 states,

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

With respect to overtime wages, the regular rate of pay under California law must include “all remuneration for employment paid to, on behalf of, the employee.” O.L. 2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited to, non-discretionary bonuses. See, e.g., *Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893, 904–05. Commissions and bonuses must be included in the regular rate whether they are the sole source of the employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§778.117, 778.208. See *Oliver v. Mercy Med. Ctr., Inc.* (9th Cir 1982) 695 F.2d 379.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

Employers must compensate non-exempt employees for “off-the-clock” work (before punching in or after punching out on a time clock) if the employers knew or should have known that the employees were working those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

At all relevant times during the applicable limitations period, USSI knowingly failed to pay Calkins and the Aggrieved Employees for all hours worked at the correct rates of pay, including, but not limited to, all regular and overtime wages for the work they performed off-the-clock at the beginning and end of their shifts.

Accordingly, Calkins seeks civil penalties on behalf of herself and the other Aggrieved Employees as follows:

1. \$50 for each Aggrieved Employee for each initial violation of California Labor Code § 510, and \$100 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by California Labor Code § 558);
2. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 1198, and \$200 for each Aggrieved Employee for each

subsequent violation, per pay period (penalties set by California Labor Code § 2699(f)(2));

3. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 1194, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by California Labor Code § 2699(f)(2)); and
4. \$100 for each Aggrieved Employee for each initial and intentional violation of California Labor Code § 1197, and \$250 for each Aggrieved Employee for each subsequent violation, per pay period (regardless of whether the initial violations were intentionally committed) (penalties set by California Labor Code § 1197.1).

**Unlawful Collection of Wages**  
**(Lab. Code § 221)**

In relevant part, California Labor Code § 221 states:

It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.

At all relevant times during the applicable limitations period, USSI has illegally and arbitrarily deducted several minutes from the records of Calkins and the Aggrieved Employees of their daily time worked and has reported less hours than Calkins's and the Aggrieved Employees actual hours worked on their wage statements. As a result, USSI collected and received part of Calkins's and the other Aggrieved Employees' wages in violation of California Labor Code § 221.

Accordingly, Calkins seeks civil penalties on behalf of herself and the Aggrieved Employees as follows: \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 221 (if found to be neither willful nor intentional) and \$200 for each Aggrieved Employee for each initial violation of

California Labor Code § 221 (if found to be either willful or intentional) and for each subsequent violation of California Labor Code § 221 (regardless of whether they are found to be either willful or intentional) (penalties set by California Labor Code § 225.5).

**Failure to Provide Accurate Written Wage Statements**  
**(Lab. Code § 226)**

California Labor Code § 226 requires employers to furnish employees with accurate itemized written wage statements showing:

- 1) Gross wages earned
- 2) Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
- 3) The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
- 4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- 5) Net wages earned;
- 6) The inclusive dates of the period for which the employee is paid;
- 7) The name of the employee and only the last four digits of his or her social security number or an employee identification number;
- 8) The name and address of the legal entity that is the employer; and

- 9) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At relevant times during the applicable limitations period, USSI violated California Labor Code § 226 because it did not properly and accurately itemize each employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the employee and other requirements of California Labor Code § 226. USSI failed to state in the wage statements it issued to Calkins and the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off-the-clock at the beginning and end of their shifts.

Accordingly, Calkins now seeks civil penalties for the Labor Code violations that USSI has committed against her and the other Aggrieved Employees as follows: \$250 for each Aggrieved Employee for each initial violation of California Labor Code § 226(a), and \$1,000 for each Aggrieved Employee for each subsequent violation (penalties set by California Labor Code § 226.3).

**Failure to Timely Pay Wages**  
**(Lab. Code § 204)**

California Labor Code § 204 states all wages (other than those mentioned in Labor Code sections 201–202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

Because of USSI's failure to pay Calkins and the Aggrieved Employees wages for off-the-clock work and premium wages for unprovided meal periods within the time periods set by California Labor Code § 204, USSI failed to timely pay all wages due during employment. Accordingly, Calkins seeks civil penalties on behalf of herself and Aggrieved Employees as follows:

\$100 for each Aggrieved Employee for each initial violation of California Labor Code § 204; and \$200 for each Aggrieved Employee for each subsequent violation (penalties set by Labor Code § 210).

**Failure to Maintain Accurate Employment Records**  
**(Lab. Code §§ 1174, 1198)**

Labor Code § 1174, which pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

(a) Keep a record showing the names and addresses of all employees employed and the ages of all minors.

(d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code § 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Section 7 of Wage Order 1 states:

- (A) Every employer shall keep accurate information with respect to each employee including the following:
- (1) Full name, home address, occupation and social security number.
  - (2) Birth date, if under 18 years, and designation as a minor.
  - (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
  - (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
  - (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
  - (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be

provided to employees. An accurate production record shall be maintained by the employer.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

USSI has willfully failed to maintain the records required by § 1174 and the Wage Order, including, but not limited to, the total premium wages earned for missed or untimely meal and rest periods, and records pertaining to all unpaid hours worked by Calkins and the Aggrieved Employees. Accordingly, Calkins seeks civil penalties from USSI on behalf of herself and other Aggrieved Employees as follows:

1. \$500 for each Aggrieved Employee for each violation of California Labor Code § 1174 (penalties set by Labor Code § 1174.5); and
2. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by California Labor Code § 2699(f)(2)).

**Failure to Timely Pay Wages Upon Termination of Employment**  
**(Lab. Code §§ 201-203)**

Under Labor Code § 2019, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for

purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

By failing to pay Calkins and the Aggrieved Employees as set forth above, USSI is liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of herself and the Aggrieved Employees, Calkins seeks civil penalties from USSI as follows:

1. For violations of Labor Code § 201, \$100 per Aggrieved Employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per Aggrieved Employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per Aggrieved Employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per Aggrieved Employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per Aggrieved Employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per Aggrieved Employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

///  
///  
///

**Conclusion**

As noted above, this letter constitutes the required notice under the California Labor Code Private Attorneys General Act of 2004. Please be advised that I will seek both reasonable attorneys' fees and costs under Labor Code § 2699, subdivision (g) (1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure §1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.

david@spivaklaw.com

cc: Carissa Calkins  
Walter Haines, Esq.

United Security Services, Inc.  
c/o Agent for Service of Process  
CT Corporation System  
818 West Seventh Street, Suite 930  
Los Angeles, CA 90017

|                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <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; margin: 0 auto; width: 80%;"> <b>FILED</b><br/>         Superior Court of California<br/>         County of Los Angeles<br/> <b>09/16/2020</b><br/> <small>Sherri R. Carter, Executive Officer / Clerk of Court</small><br/>         By: <u>          S. Drew          </u> Deputy       </div> |
| <small>COURTHOUSE ADDRESS:</small><br>Spring Street Courthouse<br>312 North Spring Street, Los Angeles, CA 90012 |                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>NOTICE OF CASE ASSIGNMENT</b><br><br><b>UNLIMITED CIVIL CASE</b>                                              |                                                                                                                                                                                                                                                                                                                                                                                                          |
| Your case is assigned for all purposes to the judicial officer indicated below.                                  | <small>CASE NUMBER:</small><br><b>20STCV35391</b>                                                                                                                                                                                                                                                                                                                                                        |

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

|   | ASSIGNED JUDGE | DEPT | ROOM |  | ASSIGNED JUDGE | DEPT | ROOM |
|---|----------------|------|------|--|----------------|------|------|
| ✓ | Amy D. Hogue   | 7    |      |  |                |      |      |

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

Sherri R. Carter, Executive Officer / Clerk of Court

on 09/16/2020  
(Date)

By S. Drew, Deputy Clerk

## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California  
County of Los Angeles

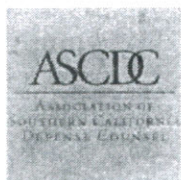


Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

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

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

### ◆ Los Angeles County Bar Association Litigation Section ◆

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

### ◆ Consumer Attorneys Association of Los Angeles ◆

#### ◆ Southern California Defense Counsel ◆

#### ◆ Association of Business Trial Lawyers ◆

### ◆ California Employment Lawyers Association ◆

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

**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

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

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

The following parties stipulate:

Date:

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

Date:

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

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

Date:

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

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

Date:

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

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

Date:

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

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

Date:

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

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

Date:

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

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

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

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

**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;

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

SHORT TITLE:

CASE NUMBER:

**The following parties stipulate:**

Date:

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

Date:

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

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(TYPE OR PRINT NAME)

Date:

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



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



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



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



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



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



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



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

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

1. This document relates to:

☐  
☐

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

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

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

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

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

**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



## 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/CI0047.aspx>

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

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