

Superior Court of California
County of Los Angeles

,

Receipt EFM-2020-2594772.1

Date: 11/16/20 9:00 AM
Time: 11/16/20 9:00 AM

CASE # 20STCV43544
ALKHATATBEH ABEDALSALAM,

Unlimited Civil- Compt/UD/Pet filed >25k - GC70611,70602.5,70602.6 Court Transaction Fee	435.00 2.25
Case Total:	437.25

Total Paid:

437.25

20LA02790951

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO): RMI International, Inc.; And Does 1
through 20, Inclusive,

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

Alkhatatbeh Abedalsalam, Individually and on
behalf of all aggrieved employees

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

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

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): Stanley Mosk Courthouse
111 North Hill Street, Los Angeles, CA 90220

CASE NUMBER:
(Número del Caso):

20STCV43544

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):
Jonathan M. Lebe, 777 S. Alameda Street, 2nd Floor, Los Angeles, CA 90021

Sherri R. Carter Executive Officer / Clerk of Court

DATE: 11/12/2020 Clerk, by C. Monroe, 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)).

NOTICE TO THE PERSON SERVED: You are served

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

[SEAL]



Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: William Fahey

Jonathan M. Lebe (State Bar No. 284605)
Jon@lebelaw.com
Lebe Law, APLC
777 S. Alameda Street, Second Floor
Los Angeles, CA 90021
Telephone: (213) 444-1973
Facsimile: (213) 457-3092

Attorneys for Plaintiff Alkhatatbeh Abedalsalam,
Individually and on behalf of all aggrieved employees

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

Alkhatatbeh Abedalsalam, individually and on
behalf of all aggrieved employees,

Plaintiff,

vs.

RMI International, Inc.; and Does 1 through
20, inclusive,

Defendants.

CASE NO.: 20STCV43544

**REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 ("PAGA")**

**(1) PAGA Civil Penalties for Violations
of Labor Code §§ 1194, 1197.1 and the
Applicable Wage Order for Failure to Pay
All Minimum Wages;**

**(2) PAGA Civil Penalties for Violations
of Labor Code §§ 510, 1194, 1198 and the
Applicable Wage Order for Failure to Pay
All Overtime Wages;**

**(3) PAGA Civil Penalties for Violations
of Labor Code §§ 204, 210 and the
Applicable Wage Order for Failure to Pay
All Wages;**

**(4) PAGA Civil Penalties for Violations
of Labor Code §§ 226.7 and 512 and the
Applicable Wage Order for Failure to
Provide Timely and Compliant Meal
Periods;**

**(5) PAGA Civil Penalties for Violations
of Labor Code § 226.7 and the Applicable
Wage Order for Failure to Provide Timely
and Compliant Rest Periods;**

**(6) PAGA Civil Penalties for Violations
of Labor Code §§ 226(a) and 226.3 and the**

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Applicable Wage Order for Failure to Provide Accurate and Itemized Wage Statements;

(7) PAGA Civil Penalties for Violations of Labor Code §§ 2802 and 2804 and the Applicable Wage Order for Failure to Reimburse All Reasonable and Necessary Business Related Expenses; And

(8) PAGA Civil Penalties for Violations of Labor Code §§ 201-203 for Failure to Timely Pay All Wages Due to Terminated/Separated Employees.

DEMAND FOR JURY TRIAL

1 Plaintiff Alkhatatbeh Abedalsalam (“Plaintiff”), on behalf of himself and all others
2 similarly aggrieved alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against Defendant RMI International,
5 Inc. and DOES 1 through 20, inclusive (collectively, “Defendants”), on behalf of himself
6 individually and all other aggrieved employees by Defendants throughout California. Plaintiff
7 was employed by Defendants as a non-exempt hourly employee. Plaintiff seeks to recover civil
8 penalties for all California-based “aggrieved employees” during the “Relevant Time Period”
9 (defined as April 6, 2019¹ up to and including the date of commencement of trial) who incurred
10 wage and hour violations and losses as hereinafter described.

11 2. On August 13, 2020, Plaintiff gave notice of these claims to the California Labor
12 and Workforce Development Agency (“LWDA”) and to the agent for service of process for each
13 Defendant. Plaintiff has not received any response from the LWDA indicating that it intends to
14 investigate these claims. Accordingly, Plaintiff has exhausted all notice requirements under the
15 PAGA.

16 3. Plaintiff asserts claims for civil penalties as a representative of the State of
17 California, as authorized by the Private Attorneys General Act of 2004 (“PAGA”), and to the extent
18 permitted by law, on behalf of aggrieved employees who held the positions identified herein and
19 suffered one or more of the violations alleged. Labor Code §§ 2698, *et seq.*

20 **JURISDICTION AND VENUE**

21 4. The relief sought by Plaintiff on behalf of himself and the aggrieved employees
22 below exceeds the minimal jurisdictional limits of the Superior Court and will be established
23 according to proof at trial. The Court has personal jurisdiction over each of the parties because
24 they are either citizens of this State, doing business in this State or otherwise have minimum
25 contacts with this State.

27 ¹ The statute of limitations for this matter was tolled pursuant to Cal. Rules of Court, Appendix I,
28 Emergency Rule No. 9.

5. Based on information and belief, Plaintiff alleges that this entire action arises solely under the laws of the State of California and applicable regulations of the health, safety and wages of the employees residing in the State of California. Plaintiff alleges, on information and belief, that no federal question is raised. Moreover, PAGA civil penalty actions are not subject to federal jurisdiction.

6. Venue is proper in this Court because, upon information and belief, Plaintiff worked for Defendants in this county, Defendants transact business or have offices in this county, and the acts and omissions alleged herein took place in this country.

PARTIES

Plaintiff

7. Plaintiff Alkhatatbeh Abedalsalam is a citizen of California. He worked for Defendants as a non-exempt security guard, from about March 26, 2018 until approximately April 28, 2020, when he was separated from employment.

Defendants

8. RMI International, Inc. is a corporation organized under the laws of the state of California. RMI International, Inc. is headquartered in Paramount, California.

9. Plaintiff is unaware of the true names or capacities of the defendants sued as DOES 1 through 20 but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

10. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and other aggrieved employees.

11. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the

1 official policy of Defendants.

2 12. At all relevant times, Defendants, and each of them, acted within the scope of
3 such agency or employment, or ratified each and every act or omission complained of herein. At
4 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
5 each and all the other Defendants in proximately causing the damages herein alleged.

6 13. Plaintiff is informed and believes, and thereon alleges, that each of said
7 Defendants is in some manner intentionally, negligently or otherwise responsible for the acts,
8 omissions, occurrences and transactions alleged herein.

9 **GENERAL ALLEGATIONS**

10 14. At all relevant times mentioned herein, Defendants employed Plaintiff and
11 other persons as non-exempt employees.

12 15. Defendants employed Plaintiff during the relevant time period.

13 16. Plaintiff is informed and believes, and thereon alleges, that at all times
14 mentioned herein, Defendants were advised by skilled lawyers, employees, and other
15 professionals who were knowledgeable about California's wage and hour laws, employment
16 and personnel practices, and the requirements of California law.

17 17. Plaintiff is informed and believes, and thereon alleges that Defendants have
18 maintained a consistent policy of failing to pay Plaintiff and other aggrieved employees for all
19 hours worked, including minimum, regular and overtime wages, by requiring Plaintiff and
20 other aggrieved employees to work off-the-clock during meal periods and after their shifts.
21 Defendants employed Plaintiff and other aggrieved employees for more than 8 hours per day
22 and more than 40 hours per workweek, or in excess of twelve (12) hours in a day and/or in
23 excess of eight (8) hours on the seventh day of work in a work week, failed to pay Plaintiff and
24 other aggrieved employees overtime and double time compensation for the overtime and
25 double time hours Plaintiff and other aggrieved employees worked. As a result, Defendants
26 failed to pay Plaintiff and other aggrieved employees all their earned wages engaged in a
27 systematic pattern of wage and hour violations under the California Labor Code and IWC
28 Wage Orders.

1 18. Plaintiff is informed and believes, and thereon alleges that Defendants failed to
2 provide Plaintiff and other aggrieved employees timely, uninterrupted, off-duty meal periods of
3 no less than thirty minutes before their fifth hour of work and failed to provide a second meal
4 period on shifts of more than ten hours. Defendants required Plaintiff and other aggrieved
5 employees to sign purported meal period waivers at the beginning of employment. These
6 waivers are invalid because Defendants did not sign said waivers and the waivers were not
7 signed voluntarily because they were a condition of employment. Defendants required Plaintiff
8 and other aggrieved employees to be “on duty” during meal periods, demanding Plaintiff and
9 other aggrieved employees to be responsive to cellular telephones during breaks. As a result,
10 when Plaintiff and other aggrieved employees took meal periods, they were regularly interrupted,
11 less than thirty minutes, or on duty, and failed to compensate Plaintiff and other aggrieved
12 employees for these missed meal periods.

13 19. Plaintiff is informed and believes, and thereon alleges that Defendants employed
14 Plaintiff and other aggrieved employees for work periods of four hours or major fraction thereof
15 without rest periods of ten minutes’ net rest time and failed to compensate Plaintiff and other
16 aggrieved employees for these missed rest periods. Defendants required Plaintiff and other
17 aggrieved employees to be “on duty” during rest periods or otherwise be responsive to cellular
18 telephones during breaks. As a result, when Plaintiff and other aggrieved employees took rest
19 breaks, they were regularly interrupted, less than ten minutes, or on duty.

20 20. Plaintiff is informed and believes, and thereon alleges that Defendants have
21 intentionally and willfully failed to provide Plaintiff and other aggrieved employees with
22 complete and accurate wage statements. The deficiencies include, among other things, the
23 failure to list the gross wages earned, net wages earned, deductions, and all hours worked.

24 21. Plaintiff is informed and believes, and thereon alleges that Defendants had a
25 consistent policy of failing to reimburse Plaintiff and other aggrieved employees for all
26 necessary and reasonable business expenses incurred, in violation of California state wage and
27 hour laws. For example, Defendants failed to reimburse Plaintiff and other aggrieved employees
28 for their work-related use of their personal automobile and dry-cleaning costs incurred in the
discharge of their duties for Defendants.

22. Plaintiff is informed and believes, and thereon alleges, that Defendants have intentionally and willfully failed to provide Plaintiff and other aggrieved employees with timely payment of wages upon separation of employment. For example, according to Defendants' records, Defendants paid Plaintiff some of his final wages on April 30, 2020 but his termination occurred on April 28, 2020. In violation of the California Labor Code, Plaintiff and these aggrieved employees did not receive payment of all wages including, but not limited to, unpaid minimum and overtime wages, meal periods premiums, and rest break premiums within permissible time periods.

23. Plaintiff suffered losses as detailed above as a result of these practices and is therefore an aggrieved employee under Labor Code section 2699(c). Plaintiff is informed and believe that because the Defendants used identical procedures for all employees, there are many other aggrieved employees who suffered the above violations including underpayment of wages, non-compliant meal periods and rest breaks, failure to reimburse all reasonable and necessary business expenses, and derivative violations for inaccurate pay and wage statements, and failure to timely pay all wages due to employees who were separated or were terminated from employment during the applicable limitations period, and for which recovery under PAGA is owed.

FIRST CAUSE OF ACTION

**PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 1194,
1197.1 AND THE APPLICABLE WAGE ORDER FOR FAILURE TO PAY ALL
MINIMUM WAGES**

(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)

24. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA dated August 13, 2020.

25. The Labor Code and the Wage Order provide that in the State of California an employer must pay a minimum wage to an employee, which is eight dollars (\$8.00) per hour for all hours worked effective January 1, 2008, nine dollars (\$9.00) per hour for all hours worked

1 effective July 1, 2014, ten dollars (\$10.00) per hour for all hours worked effective January 1,
2 2016, ten dollars and fifty cents (\$10.50) per hour for all hours worked effective January 1, 2017,
3 eleven dollars (\$11.00) per hour for all hours worked effective January 1, 2018, twelve dollars
4 (\$12.00) per hour for all hours worked effective January 1, 2019, thirteen dollars (\$13.00) per
5 hour for all hours worked effective January 1, 2020.

6 26. Labor Code section 1194 states: “Notwithstanding any agreement to work for a
7 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
8 compensation applicable to the employee is entitled to recover in a civil action the unpaid
9 balance of the full amount of this minimum wage or overtime compensation, including interest
10 thereon, reasonable attorney’s fees, and costs of suit.”

11 27. Here, based on the foregoing, Defendants deprived Plaintiff and similarly
12 aggrieved employees of their rightfully earned minimum wage compensation, including overtime
13 compensation at the minimum wage rate, as a direct and proximate result of Defendants’ failure
14 to pay said compensation. Consequently, Plaintiff, on behalf of himself and other aggrieved
15 employees, intends to seek civil penalties pursuant to the PAGA for the alleged violations.

16 28. Labor Code section 1197.1(a)(1) provides that: “For any initial violation that is
17 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
18 period for which the employee is underpaid. This amount shall be in addition to an amount
19 sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any
20 applicable penalties imposed pursuant to Section 203.”

21 29. Labor Code section 1191.1(a)(2) provides that: “For each subsequent violation for
22 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
23 pay period for which the employee is underpaid regardless of whether the initial violation is
24 intentionally committed. This amount shall be in addition to an amount sufficient to recover
25 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties
26 imposed pursuant to Section 203.

27 30. Violations of the Wage Orders are governed by the civil penalty provisions of
28 Labor Code section 558: “(a) Any employer or other person acting on behalf of an employer who

1 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
2 days of work in any order of the Industrial Welfare Commission shall be subject to a civil
3 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
4 for each pay period for which the employee was underpaid; (2) For each subsequent violation,
5 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
6 employee was underpaid.”

7 31. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
8 to Labor Code section 1197.1(a) for violations of statutes and subject to civil penalties for
9 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
10 according to proof.

11 32. Plaintiff will seek recovery of attorneys’ fees pursuant to Labor Code section
12 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
13 labor laws and applicable regulations is determined to be in the public interest and consistent
14 with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof
15 and subject to Court approval.

16 **SECOND CAUSE OF ACTION**

17 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 510,** 18 **1194, 1198 AND THE APPLICABLE WAGE ORDER FOR FAILURE TO PAY ALL** 19 **OVERTIME WAGES**

20 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

21 33. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
22 by this reference as if all prior paragraphs were set forth in full, including the Notice to the
23 LWDA dated August 13, 2020.

24 34. Labor Code section 510(a) states in pertinent part that: “Eight hours of labor
25 constitutes a day’s work. Any work in excess of eight hours in one workday and any work in
26 excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of
27 work in any one workweek shall be compensated at the rate of no less than one and one-half
28 times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall

1 be compensated at the rate of no less than twice the regular rate of pay for an employee.”

2 35. Labor Code section 1194 states: “Notwithstanding any agreement to work for a
3 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
4 compensation applicable to the employee is entitled to recover in a civil action the unpaid
5 balance of the full amount of this minimum wage or overtime compensation, including interest
6 thereon, reasonable attorney’s fees, and costs of suit.”

7 36. Each of these statutes is listed in Labor Code section 2699.5 as a statute for which
8 violation of has been established to be subject to the default civil penalty provisions in Labor
9 Code section 2699(f)(2). That section provides: “(f) For all provisions of this code except those
10 for which a civil penalty is specifically provided, there is established a civil penalty for a
11 violation of these provisions, as follows: ... (2) If, at the time of the alleged violation, the person
12 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each
13 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
14 each aggrieved employee per pay period for each subsequent violation.”

15 37. Here, based on the foregoing, Defendants deprived Plaintiff and similarly
16 aggrieved employees of their rightfully earned overtime compensation as a direct and proximate
17 result of Defendants’ failure to pay said compensation. Consequently, Plaintiff, on behalf of
18 himself and other aggrieved employees, intends to seek civil penalties pursuant to the PAGA for
19 the alleged violations.

20 38. Violations of the Wage Orders are governed by the civil penalty provisions of
21 Labor Code section 558: “(a) Any employer or other person acting on behalf of an employer who
22 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
23 days of work in any order of the Industrial Welfare Commission shall be subject to a civil
24 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
25 for each pay period for which the employee was underpaid; (2) For each subsequent violation,
26 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
27 employee was underpaid.”

28 39. Accordingly, the Defendants are subject to assessment of civil penalties pursuant

1 to Labor Code section 2699.5 for violations of statutes and subject to civil penalties for
2 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
3 according to proof.

4 40. Plaintiff will seek recovery of attorneys' fees pursuant to Labor Code section
5 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
6 labor laws and applicable regulations is determined to be in the public interest and consistent
7 with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof
8 and subject to Court approval.

9 **THIRD CAUSE OF ACTION**

10 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 204, 210 AND**

11 **THE APPLICABLE WAGE ORDER FOR FAILURE TO PAY ALL WAGES**

12 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

13 41. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
14 by this reference as if all prior paragraphs were set forth in full, including the Notice to the
15 LWDA dated August 13, 2020.

16 42. Labor Code section 204(a) provides: "All wages, other than those mentioned in
17 Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and
18 payable twice during each calendar month, on days designated in advance by the Employers as
19 the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar
20 month shall be paid for between the 16th and the 26th day of the month during which the labor
21 was performed, and labor performed between the 16th and the last day, inclusive, of any calendar
22 month, shall be paid for between the 1st and 10th day of the following month."

23 43. Labor Code section 210(a) provides: "(a) **In addition to, and entirely**
24 **independent and apart from, any other penalty provided in this article**, every person who
25 fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2,
26 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation,
27 one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent
28

1 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to
2 pay each employee, plus 25 percent of the amount unlawfully withheld.” [Emphasis added.]

3 44. This statute is listed in Labor Code section 2699.5 as a statute for which violation
4 of has been established to be subject to the default civil penalty provisions in Labor Code section
5 2699(f)(2). That section provides: “(f) For all provisions of this code except those for which a
6 civil penalty is specifically provided, there is established a civil penalty for a violation of these
7 provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or
8 more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per
9 pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee
10 per pay period for each subsequent violation.”

11 45. Here, based on the foregoing, Defendants deprived Plaintiff and similarly
12 aggrieved employees of their rightfully earned compensation, including overtime compensation
13 and hours at the minimum wage rate, as a direct and proximate result of Defendants’ failure to
14 pay said compensation. Consequently, Plaintiff, on behalf of himself and other aggrieved
15 employees, intends to seek civil penalties pursuant to the PAGA for the alleged violations.

16 46. Violations of the Wage Orders are governed by the civil penalty provisions of
17 Labor Code section 558: “(a) Any Employers or other person acting on behalf of an Employers
18 who violates, or causes to be violated, a section of this chapter or any provision regulating hours
19 and days of work in any order of the Industrial Welfare Commission shall be subject to a civil
20 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
21 for each pay period for which the employee was underpaid; (2) For each subsequent violation,
22 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
23 employee was underpaid.”

24 47. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
25 to Labor Code section 2699.5 for violations of statutes and subject to civil penalties for
26 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
27 according to proof.

28 48. Plaintiff will seek recovery of attorneys’ fees pursuant to Labor Code section

1 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
2 labor laws and applicable regulations is determined to be in the public interest and consistent
3 with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof
4 and subject to Court approval.

5 **FOURTH CAUSE OF ACTION**

6 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 226.7, 512,**
7 **AND THE APPLICABLE WAGE ORDER FOR FAILURE TO PROVIDE**
8 **TIMELY AND COMPLIANT MEAL PERIODS**

9 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

10 49. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
11 by this reference as if all prior paragraphs were set forth in full, including the Notice to the
12 LWDA dated August 13, 2020.

13 50. Labor Code section 226.7(b) provides that: “An employer shall not require an
14 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
15 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the
16 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and
17 Health.”

18 51. Labor Code section 226.7(c) provides: “If an employer fails to provide an
19 employee a meal or rest or recovery period in accordance with a state law, including, but not
20 limited to, an applicable statute or applicable regulation, standard, or order of the Industrial
21 Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of
22 Occupational Safety and Health, the Employers shall pay the employee one additional hour of
23 pay at the employee’s regular rate of compensation for each workday that the meal or rest or
24 recovery period is not provided.”

25 52. Labor Code section 512(a) states in pertinent part: “(a) An employer shall not
26 employ an employee for a work period of more than five hours per day without providing the
27 employee with a meal period of not less than 30 minutes, except that if the total work period per
28 day of the employee is no more than six hours, the meal period may be waived by mutual

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

6 53. Here, based on the foregoing, Defendants employed Plaintiffs and aggrieved
7 employees for work periods of more than five hours without a timely meal period of not less than
8 thirty minutes, where they were free from employer control, and failed to compensate them for
9 such meal periods, as required by Labor Code § 226.7 and the applicable Wage Order.

10 54. Labor Code sections 226.7 and 512 are statutes specifically listed in Labor Code
11 section 2699.5 as statutes for which violations of have been established to be subject to the
12 default civil penalty provisions in Labor Code section 2699(f)(2). That section provides: “(f) For
13 all provisions of this code except those for which a civil penalty is specifically provided, there is
14 established a civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of
15 the alleged violation, the person employs one or more employees, the civil penalty is one
16 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
17 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
18 violation.”

19 55. Violations of the Wage Orders are governed by the civil penalty provisions of
20 Labor Code section 558: “(a) Any employer or other person acting on behalf of an employer who
21 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
22 days of work in any order of the Industrial Welfare Commission shall be subject to a civil
23 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
24 for each pay period for which the employee was underpaid; (2) For each subsequent violation,
25 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
26 employee was underpaid.”

27 56. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
28 to Labor Code section 2699(f)(2) for violations of statutes and subject to civil penalties for

1 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
2 according to proof.

3 57. Plaintiff will seek recovery of attorneys' fees pursuant to Labor Code section
4 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
5 labor laws and applicable regulations is determined to be in the public interest and consistent
6 with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof
7 and subject to Court approval.

8 **FIFTH CAUSE OF ACTION**

9 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE § 226.7 AND THE**
10 **APPLICABLE WAGE ORDER FOR FAILURE TO PROVIDE TIMELY**
11 **AND COMPLIANT REST PERIODS**

12 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

13 58. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
14 by this reference as if all prior paragraphs were set forth in full, including the Notice to the
15 LWDA dated August 13, 2020.

16 59. Labor Code section 226.7(b) provides: "An employer shall not require an
17 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
18 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the
19 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and
20 Health."

21 60. Labor Code section 226.7(c) provides: "If an employer fails to provide an
22 employee a meal or rest or recovery period in accordance with a state law, including, but not
23 limited to, an applicable statute or applicable regulation, standard, or order of the Industrial
24 Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of
25 Occupational Safety and Health, the Employers shall pay the employee one additional hour of
26 pay at the employee's regular rate of compensation for each workday that the meal or rest or
27 recovery period is not provided."

28 61. Here, based on the foregoing, Defendants employed Plaintiff and aggrieved

1 employees for work periods of four hours or major fraction thereof without timely rest periods of
2 ten minutes where they were free of employer control, and failed to compensate them for such
3 rest periods, as required by Labor Code section 226.7 and the applicable Wage Order.

4 62. Labor Code sections 226.7 is a statute specifically listed in Labor Code section
5 2699.5 as statutes for which violations of have been established to be subject to the default civil
6 penalty provisions in Labor Code section 2699(f)(2). That section provides: “(f) For all
7 provisions of this code except those for which a civil penalty is specifically provided, there is
8 established a civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of
9 the alleged violation, the person employs one or more employees, the civil penalty is one
10 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
11 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
12 violation.”

13 63. Violations of the Wage Orders are governed by the civil penalty provisions of
14 Labor Code section 558: “(a) Any employer or other person acting on behalf of an employer who
15 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
16 days of work in any order of the Industrial Welfare Commission shall be subject to a civil
17 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
18 for each pay period for which the employee was underpaid; (2) For each subsequent violation,
19 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
20 employee was underpaid.”

21 64. Accordingly, Defendants are subject to assessment of civil penalties pursuant to
22 Labor Code section 2699(f)(2) for violations of statutes and subject to civil penalties for
23 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
24 according to proof.

25 65. Plaintiff will seek recovery of attorneys’ fees pursuant to Labor Code section
26 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
27 labor laws and applicable regulations is determined to be in the public interest and consistent
28 with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof

1 and subject to Court approval.

2 **SIXTH CAUSE OF ACTION**

3 **PAGA CIVIL PENALTIES FOR LABOR CODE §§ 226(a), 226.3 AND**
4 **THE APPLICABLE WAGE ORDER FOR FAILURE TO PROVIDE ACCURATE AND**
5 **ITEMIZED WAGE STATEMENTS**

6 **(By Plaintiff on behalf of all similarly aggrieved employees and against each Defendant)**

7 66. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
8 by this reference as if all prior paragraphs were set forth in full, including the Notice to the
9 LWDA dated August 13, 2020.

10 67. Labor Code section 226(a) provides in pertinent part: “(a) An employer,
11 semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either
12 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if
13 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
14 gross wages earned, (2) total hours worked by the employee. . . (3) the number of piece-rate units
15 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
16 deductions, provided that all deductions made on written orders of the employee may be
17 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
18 which the employee is paid, . . . (8) the name and address of the legal entity that is the employer .
19 . . and (9) all applicable hourly rates in effect during the pay period and the corresponding
20 number of hours worked at each hourly rate by the employee...”

21 68. Labor Code section 226.3 provides in pertinent part: “Any employer who violates
22 subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred
23 fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars
24 (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to
25 provide the employee a wage deduction statement or fails to keep the records required in
26 subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to
27 any other penalty provided by law...”

28 69. Here, during Plaintiff and aggrieved employees’ employment with Defendants,

1 Defendants intentionally and knowingly failed to provide Plaintiff and aggrieved employees with
2 timely and accurate wage and hour statements showing, among other things, gross and net wages
3 earned, total hours worked, all hours worked at the applicable hourly rate, and all applicable
4 hourly rates in effect during each pay period and the corresponding number of hours worked at
5 each hourly rate.

6 70. Defendants systemically failed to provide such wage statements with accurate
7 information and engaged in a policy of failing to pay for all hours actually worked.

8 71. The aforementioned conduct violated Labor Code section 226(a). It also violated
9 the applicable Wage Order on required recordkeeping. Finally, the practices described herein
10 violate Labor Code section 226.3, which assigns a specific civil penalty scheme for enforcement
11 actions by the Department of Labor Standards and Enforcement (“DLSE”) or the LWDA.

12 72. Labor Code section 226(a) is a statute listed under Labor Code section 2699.5 for
13 which civil penalties may be recovered under the default civil penalty scheme outlined in Labor
14 Code section 2699(f)(2), cited above.

15 73. Labor Code section 226.3 provides an additional recoverable penalty “in the
16 amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and
17 one thousand dollars (\$1,000) per employee for each violation in a subsequent citation...” The
18 civil penalty assessments under Section 226.3 “are **in addition** to any other penalty provided by
19 law.” [Emphasis added.]

20 74. Consequently, Plaintiff, on behalf of himself and other aggrieved employees,
21 seeks to recover civil penalties pursuant to the PAGA for the alleged violations in an amount
22 according to proof and subject to Court approval.

23 75. Plaintiff will also seek recovery of attorneys’ fees and litigation expenses
24 pursuant to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the
25 extent enforcement of California labor laws and applicable regulations is determined to be in the
26 public interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an
27 amount according to proof and subject to Court approval.

28 ///

SEVENTH CAUSE OF ACTION

**PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 2802, 2804 AND
THE APPLICABLE WAGE ORDER FOR FAILURE TO REIMBURSE ALL
REASONABLE AND NECESSARY BUSINESS EXPENSES**

(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)

76. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA dated August 13, 2020.

77. California Labor Code section 2802(a) provides: "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

78. California Labor Code section 2802(b) provides: "All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss."

79. California Labor Code section 2802(c) provides: "For purposes of this section, the term 'necessary expenditures or losses shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section.'"

80. California Labor Code section 2802(d) provides: "In addition to recovery of penalties under this section in a court action or proceedings pursuant to Section 98, the commissioner may issue a citation against an employer or other person acting on behalf of the employer who violates reimbursement obligations for an amount determined to be due to an employee under this section. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the commissioner shall be the same as those set forth in Section 1197.1. Amounts recovered pursuant to this section shall be paid to the affected employee."

1 81. California Labor Code section 1197.1 provides: “(1) For any initial violation that
2 is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
3 period for which the employee is underpaid. This amount shall be in addition to an amount
4 sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any
5 applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the
6 same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
7 pay period for which the employee is underpaid regardless of whether the initial violation is
8 intentionally committed. This amount shall be in addition to liquidated damages pursuant to
9 Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

10 82. Business expenses incurred by employees for work are not waivable, and
11 Defendants are liable if the expenses were required in order to perform work. Here, Plaintiff and
12 other aggrieved employees did not receive adequate reimbursement for necessary business
13 expenses, including but not limited to reimbursement for use of their personal vehicle.

14 83. As a result of Defendants’ conduct, Plaintiff, on behalf of himself and other
15 aggrieved employees, seeks to recover civil penalties pursuant to the PAGA for the alleged
16 failure to pay business-related expenses, in an amount according to proof and subject to Court
17 approval.

18 84. Plaintiff will also seek recovery of attorneys’ fees and litigation expenses
19 pursuant to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the
20 extent enforcement of California labor laws and applicable regulations is determined to be in the
21 public interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an
22 amount according to proof and subject to Court approval.

23 **EIGHTH CAUSE OF ACTION**

24 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 201-203 FOR**
25 **FAILURE TO TIMELY PAY ALL WAGES DUE TO**
26 **TERMINATED/SEPARATED EMPLOYEES**

27 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

28 85. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein

1 by this reference as if all prior paragraphs were set forth in full, including the Notice to the
2 LWDA dated August 13, 2020.

3 86. Labor Code section 201 provides in part: “If an employer discharges an
4 employee, the wages earned and unpaid at the time of discharge are due and payable
5 immediately.”

6 87. Labor Code section 202 provides in part: “If an employee not having a written
7 contract for a definite period quits his or her employment, his or her wages shall become due and
8 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous
9 notice of his or her intention to quit, in which case the employee is entitled to his or her wages at
10 the time of quitting.

11 88. Labor Code section 203 provides: “If an employer willfully fails to pay, without
12 abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5,
13 any wages of an employee who is discharged or who quits, the wages of the employee shall
14 continue as a penalty from the due date thereof at the same rate until paid or until an action
15 therefor is commenced; but the wages shall not continue for more than 30 days. An employee
16 who secretes or absents themselves or themselves to avoid payment to him or her, or who refuses
17 to receive the payment when fully tendered to him or her, including any penalty then accrued
18 under this section, is not entitled to any benefit under this section for the time during which he or
19 she so avoids payment.”

20 89. Labor Code section 203 is a statute listed under Labor Code section 2699.5 for
21 which civil penalties may be recovered under the default civil penalty scheme outlined in Labor
22 Code section 2699(f)(2), cited above.

23 90. Here, Plaintiff and other aggrieved employees who were separated or were
24 terminated from their employment within the applicable limitations period were not paid all
25 wages due in a timely manner including as detailed above. Defendants failed to pay final wages
26 upon termination and instead waited until the pay period ended to pay final wages.

27 91. Consequently, Plaintiff, on behalf of himself and other aggrieved employees,
28 seeks to recover civil penalties pursuant to the PAGA for the alleged violations per pay period in

1 an amount according to proof and subject to Court approval.

2 92. Plaintiff will also seek recovery of attorneys' fees and litigation expenses
3 pursuant to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the
4 extent enforcement of California labor laws and applicable regulations is determined to be in the
5 public interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an
6 amount according to proof and subject to Court approval.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, on behalf of all other similarly situated, prays for judgment
9 against Defendants as follows:

- 10 1. For civil penalties against Defendants on behalf of all aggrieved employees;
11 2. For reasonable attorney's fees and costs of suit to the extent permitted by law,
12 including pursuant to California Labor Code §§ 2699(g) and California Code of Civil Procedure
13 § 1021.5; and
14 3. For such other relief as the Court deems just and proper.

15
16 DATED: November 11, 2020

Lebe Law, APLC

17
18 By: _____


Jonathan M. Lebe

19
20 Attorney for Plaintiff Alkhatatbeh Abedalsalam,
21 Individually and on behalf of all other aggrieved
22 employees
23
24
25
26
27
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jonathan M. Lebe (SBN 284605) Lebe Law, APLC 777 S. Alameda Street, 2nd Floor, Los Angeles, CA 90021		FOR COURT USE ONLY
TELEPHONE NO.: (213) 444-1973 FAX NO.: ATTORNEY FOR (Name): Plaintiff Alkhataatbeh Abedalsalam		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk		
CASE NAME: Courthouse Alkhataatbeh Abedalsalam v. RMI International, Inc.		
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: 20STCV43544 JUDGE: DEPT:

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

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

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify):
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 11, 2020
Jonathan M. Lebe

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SHORT TITLE: Alkhatatbeh Abedalsalam v. RMI International, Inc.	CASE NUMBER
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

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

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

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

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

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

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

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

REASON: ☐ 1. ☒ 2. ☒ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11.			ADDRESS: 8125 Somerset Blvd.
CITY: Paramount	STATE: CA	ZIP CODE: 90723	

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: November 11, 2020


 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

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

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 11/12/2020 Sherri R. Carter, Executive Officer / Clerk of Court By: <u> C. Monroe </u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 20STCV43544

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	William F. Fahey	69					

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

Sherri R. Carter, Executive Officer / Clerk of Court

on 11/16/2020
(Date)

By C. Monroe, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

APPLICATION

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

PRIORITY OVER OTHER RULES

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

CHALLENGE TO ASSIGNED JUDGE

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

TIME STANDARDS

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

COMPLAINTS

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

CROSS-COMPLAINTS

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

STATUS CONFERENCE

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

FINAL STATUS CONFERENCE

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

SANCTIONS

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

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

Class Actions

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

***Provisionally Complex Cases**

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

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

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

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

The parties agree that:

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

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

SHORT TITLE	CASE NUMBER
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The following parties stipulate:

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

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

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

The parties agree that:

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

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

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

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

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Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

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(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.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			

1. This document relates to:

☐
☐

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

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

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

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

The parties agree that:

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

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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR PLAINTIFF)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

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

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

What is ADR?

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

Advantages of ADR

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

Disadvantages of ADR

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

Main Types of ADR:

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

Mediation may be appropriate when the parties

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

Mediation may not be appropriate when the parties

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

LASC1

How to arrange mediation in Los Angeles County

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

a. The Civil Mediation Vendor Resource List

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

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

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

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

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

b. Los Angeles County Dispute Resolution Programs

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

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

<http://www.lacourt.org/division/smallclaims/pdf/OnlineDisputeResolutionFlyer-EngSpan.pdf>

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

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

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

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

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 Superior Court of California
 County of Los Angeles

MAY 03 2019

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

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

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

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

1) **DEFINITIONS**

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

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

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

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

b) Represented Litigants

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

c) Public Notice

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

d) Documents in Related Cases

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

3) EXEMPT LITIGANTS

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

4) EXEMPT FILINGS

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

b) Lodgments

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

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1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

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

4 6) TECHNICAL REQUIREMENTS

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

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

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

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

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

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

24 f) Accompanying Documents

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

27 g) Multiple Documents

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

h) Writs and Abstracts

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

i) Sealed Documents

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

j) Redaction

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

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

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

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

8) EX PARTE APPLICATIONS

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

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

9) PRINTED COURTESY COPIES

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

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

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

11) SIGNATURES ON ELECTRONIC FILING

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

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

DATED: May 3, 2019



Kevin C. Brazile
KEVIN C. BRAZILE
Presiding Judge