

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

TUTTLE FAMILY ENTERPRISES, INC. dba PEERLESS BUILDING
MAINTENANCE CO., a California Corporation;

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

BERTHA PRESUEL, individually and on behalf of all others similarly
situated

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

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

NOV 25 2015

Sherril R. Carter, Executive Officer/Clerk

By Shaunya Bolden, Deputy

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

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

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

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

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

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

111 North Hill Street - Central District
Los Angeles, California 90012-3014

CASE NUMBER
(Número del caso) 00602416

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):
Matthew J. Matern, Esq., 1230 Rosecrans Avenue Suite 200, Manhattan Beach CA 90266 (310) 531-1900

DATE:
(Fecha)

NOV 25 2015

Clerk, by
(Secretario)

SHAINYABOLDEN

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

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

- ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

- ☐ by personal delivery on (date):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

SHORT TITLE: Bertha Presuel vs. Tuttle Family Enterprises, Inc.	CASE NUMBER:
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INSTRUCTIONS FOR USE

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

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

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

and DOES 1 through 50, inclusive,

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NOV 25 2015

Sherri R. Carter, Executive Officer/Clerk
By Shaunya Bolden, Deputy

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Attorneys for Plaintiff Bertha Presuel,
individually and on behalf of all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

BC 6 02 416

BERTHA PRESUEL, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

TUTTLE FAMILY ENTERPRISES, INC.
dba PEERLESS BUILDING
MAINTENANCE CO., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.:

CLASS ACTION

COMPLAINT:

1. Failure to Provide Meal Periods
2. Failure to Authorize and Permit Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Maintain Required Records
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

1 PLAINTIFF BERTHA PRESUEL ("PLAINTIFF"), individually and on behalf of all
2 others similarly situated, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of herself and all other similarly-situated
5 current and former non-exempt employees of defendants TUTTLE FAMILY ENTERPRISES,
6 INC. dba PEERLESS BUILDING MAINTENANCE CO. ("PEERLESS BUILDING"); and DOES
7 1 through 50 inclusive (collectively, "DEFENDANTS") in the State of California during the
8 relevant statutory period to recover, among other things, unpaid compensation arising from
9 DEFENDANTS' failure to provide employees meal and rest periods (or compensation therefor)
10 as required under California law, unpaid overtime compensation, unpaid minimum wage, and
11 unreimbursed business expenses. PLAINTIFF also seeks penalties, interest, attorneys' fees, costs
12 and expenses, and equitable, restitutionary and injunctive relief.

13 **JURISDICTION AND VENUE**

14 2. The Superior Court of the State of California has jurisdiction in this matter because
15 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do
16 business in California and regularly conduct business in California. Further, no federal question is at
17 issue because the claims are based solely on California law.

18 3. Venue is proper in this judicial district and the County of Los Angeles, California
19 because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS
20 in the County of Los Angeles, DEFENDANTS maintain offices and facilities and transact
21 business in the County of Los Angeles, and DEFENDANTS' illegal policies and practices which
22 are the subject of this action were applied, at least in part, to PLAINTIFF and other persons
23 similarly situated in the County of Los Angeles.

24 **THE PARTIES**

25 4. PLAINTIFF is a resident of the State of California and a former employee of
26 DEFENDANTS.

27 5. PLAINTIFF brings this action on behalf of herself and the following similarly
28 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt

1 employees of DEFENDANTS in the State of California at any time within the period
2 beginning four (4) years prior to the filing of this action and ending at the time this action
3 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right
4 to name additional class representatives.

5 6. PLAINTIFF is informed and believes, and thereon alleges, that PEERLESS
6 BUILDING is, and at all times relevant hereto was, a California corporation organized and
7 existing under the laws of the State of California. PLAINTIFF is further informed and believes,
8 and thereon alleges, that PEERLESS BUILDING is authorized to conduct business in the State of
9 California, and does conduct business in the State of California. Specifically, PEERLESS
10 BUILDING maintains offices and facilities, conducts business, and engages in illegal practices in
11 the County of Los Angeles.

12 7. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
13 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious
14 names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant
15 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
16 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were
17 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the
18 Court to amend this Complaint to allege their true names and capacities of such DOE defendants
19 when ascertained.

20 8. At all relevant times herein, DEFENDANTS were the joint employers of
21 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon
22 alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
23 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
24 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
25 ostensible, of each other. Each defendant was completely dominated by his, her or its co-
26 defendant, and each was the alter ego of the other.

27 9. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
28 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly

1 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of
2 them, acted pursuant to, and in furtherance of, their policies and practices of not paying
3 PLAINTIFF and CLASS MEMBERS all wages earned and due, through methods and schemes
4 which include, but are not limited to, failing to pay overtime premiums; failing to provide rest and
5 meal periods; failing to properly maintain records; failing to provide accurate itemized statements
6 for each pay period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for
7 necessary expenditures; and requiring, suffering or permitting employees to work off the clock, in
8 violation of the California Labor Code and the applicable Industrial Welfare Commission
9 (“IWC”) Wage Order.

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

15 11. As a direct and proximate result of DEFENDANTS’ unlawful actions,
16 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
17 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
18 Court.

19 **CLASS ACTION ALLEGATIONS**

20 12. This action is appropriately suited for a class action because:

21 a. The potential class is of a significant number. Joinder of all current and
22 former employees individually would be impracticable.

23 b. This action involves common questions of law and fact because the action
24 focuses on DEFENDANTS’ systematic course of illegal practices and policies, which are applied
25 to all non-exempt employees in violation of the Labor Code, the applicable IWC Wage Order,
26 and the Business and Professions Code which prohibits unfair business practices arising from
27 such violations.

28

1 c. PLAINTIFF's claims are typical of the claims of the class because
2 DEFENDANTS subjected all non-exempt employees to the same violations of the Labor Code,
3 the applicable IWC Wage Order, and the Business and Professions Code.

4 d. PLAINTIFF will fairly and adequately protect the interests of all CLASS
5 MEMBERS in order to obtain full compensation due to the CLASS MEMBERS for all services
6 rendered and hours worked.

7 **FIRST CAUSE OF ACTION**

8 **Failure to Provide Meal Periods**

9 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001 § 11]**

10 **(Against all DEFENDANTS)**

11 13. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
12 allegations in paragraphs 1 through 12.

13 14. During the CLASS PERIOD, DEFENDANTS have had, and continue to have, a
14 policy and practice of failing to provide PLAINTIFF and CLASS MEMBERS full and timely
15 meal periods as required by California Labor Code §§ 226.7 and 512 and IWC Wage Order No.
16 5-2001 § 11.

17 15. As a result of DEFENDANTS' policies and practices as alleged herein,
18 PLAINTIFF and CLASS MEMBERS have regularly been denied, and continue to be denied, the
19 opportunity to take full, uninterrupted, and timely meal periods as required under California
20 Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001 § 11.

21 16. DEFENDANTS violated, and continue to violate, California Labor Code § 226.7
22 and IWC Wage Order No. 5-2001 § 11 by failing to compensate PLAINTIFF and CLASS
23 MEMBERS who were not provided a meal period, in accordance with the applicable Wage
24 Order, one additional hour of compensation at each employee's regular rate of pay for each
25 workday that a meal period was not provided.

26 17. DEFENDANTS further violated, and continue to violate, California Labor Code
27 §§ 226.7, 510, 1194, and 1197 and IWC Wage Order No. 5-2001 by failing to compensate
28 PLAINTIFF and CLASS MEMBERS for all hours worked during their meal periods.

1 18. As a direct and proximate result of the aforementioned violations, PLAINTIFF and
2 CLASS MEMBERS have sustained economic damages, including but not limited to unpaid
3 wages and lost interest, in an amount according to proof at trial, and are entitled to recover
4 economic and statutory damages and penalties and other appropriate relief due to
5 DEFENDANTS' violation of the California Labor Code and IWC Wage Order No. 5-2001.

6 **SECOND CAUSE OF ACTION**

7 **Failure to Authorize and Permit Rest Periods**

8 **[Cal. Labor Code § 226.7; IWC Wage Order No. 5-2001 § 12]**

9 **(Against all DEFENDANTS)**

10 19. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
11 allegations in paragraphs 1 through 18.

12 20. During the CLASS PERIOD, DEFENDANTS have had, and continue to have, a
13 policy and practice of failing to authorize and permit PLAINTIFF and CLASS MEMBERS to
14 take rest breaks as required by California Labor Code § 226.7 and IWC Wage Order No. 5-2001 §
15 12. As a result of DEFENDANTS' policies and practices as alleged herein, PLAINTIFF and
16 CLASS MEMBERS have regularly been denied, and continue to be denied, the opportunity to
17 take full, uninterrupted, and timely rest periods as required under California Labor Code § 226.7
18 and IWC Wage Order No. 5-2001 § 12.

19 21. DEFENDANTS violated, and continue to violate, California Labor Code § 226.7
20 and IWC Wage Order No. 5-2001 § 12 by failing to pay PLAINTIFF and CLASS MEMBERS
21 who were not provided a rest period, in accordance with the applicable Wage Order, one
22 additional hour of compensation at each employee's regular rate of pay for each workday that a
23 rest period was not provided.

24 22. As a direct and proximate result of the aforementioned violations, PLAINTIFF and
25 CLASS MEMBERS have sustained economic damages, including but not limited to unpaid
26 wages and lost interest, in an amount according to proof at trial, and are entitled to recover
27 economic and statutory damages and penalties and other appropriate relief due to
28 DEFENDANTS' violation of the California Labor Code and IWC Wage Order No. 5-2001.

1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages**

3 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001 § 3]**

4 **(Against all DEFENDANTS)**

5 23. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 22.

7 24. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-
8 2001 § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
9 all overtime at a rate of one and one-half (1 ½) times the regular rate of pay for all hours worked
10 in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8)
11 hours on the seventh consecutive workday and at a rate of twice the regular rate of pay for all
12 hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of
13 eight (8) hours on the seventh consecutive day of work in any workweek.

14 25. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
15 employees entitled to the protections of California Labor Code §§ 510 and 1194 and IWC Wage
16 Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate, and
17 continue to fail to compensate, PLAINTIFF and CLASS MEMBERS for all overtime hours
18 worked as required under the foregoing provisions of the California Labor Code and IWC Wage
19 Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double
20 the regular rate of pay as provided by California Labor Code §§ 510 and 1194 and IWC Wage
21 Order No. 5-2001 § 3; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to
22 work off the clock; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to
23 work through meal breaks; illegally and inaccurately recording time in which PLAINTIFF and
24 CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS
25 MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF for
26 each pay period; and other methods to be discovered.

27 26. In violation of California law, DEFENDANTS have knowingly and willfully
28 refused, and continue to refuse, to perform their obligations to compensate PLAINTIFF and

1 CLASS MEMBERS for all wages earned and all hours worked. As a direct and proximate result,
2 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, substantial losses
3 related to the use and enjoyment of such wages, lost interest on such wages, and expenses and
4 attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state
5 law, resulting in damages in amounts according to proof at time of trial and within the jurisdiction
6 of this Court.

7 27. DEFENDANTS' conduct described herein violates, and continues to violate,
8 California Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 5-2001 § 3. Therefore,
9 pursuant to California Labor Code §§ 200, 203, 226, 558, 1194 and 1197.1 and other applicable
10 provisions under the California Labor Code and IWC Wage Order, PLAINTIFF and CLASS
11 MEMBERS are entitled to recover the unpaid balance of wages owed to them by
12 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

13 **FOURTH CAUSE OF ACTION**

14 **Failure to Pay Minimum Wages**

15 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001 § 4]**

16 **(Against all DEFENDANTS)**

17 28. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
18 allegations in paragraphs 1 through 27.

19 29. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
20 2001 § 4, payment to an employee of less than the applicable minimum wage for all hours
21 worked in a payroll period is unlawful.

22 30. During the CLASS PERIOD, DEFENDANTS failed to pay, and continue to fail to
23 pay, PLAINTIFF and CLASS MEMBERS minimum wages for all hours worked by, among other
24 things: requiring, suffering, or permitting PLAINTIFF and CLASS MEMBERS to work off the
25 clock; requiring, suffering, or permitting PLAINTIFF and CLASS MEMBERS to work through
26 meal breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS
27 MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS'

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1 records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS
2 MEMBERS for each pay period; and other methods to be discovered.

3 31. DEFENDANTS' conduct described herein violates, and continue to violate,
4 California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-2001 § 4. As a proximate
5 result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been
6 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
7 §§ 200, 203, 226, 558, 1194 and 1197.1 and other applicable provisions under the Labor Code
8 and IWC Wage Order, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid
9 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
10 expenses, and costs of suit.

11 **FIFTH CAUSE OF ACTION**

12 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

13 **[Cal. Labor Code §§ 201, 202, 203]**

14 **(Against all DEFENDANTS)**

15 32. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
16 allegations in paragraphs 1 through 31.

17 33. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
18 required to pay all earned and unpaid wages to discharged and quitting employees.

19 34. California Labor Code § 201 mandates that if an employer discharges an
20 employee, the employee's wages accrued and unpaid at the time of discharge are due and payable
21 immediately. Pursuant to California Labor Code § 202, DEFENDANTS are required to pay all
22 accrued wages due to an employee no later than 72 hours after the employee quits his or her
23 employment, unless the employee provided 72 hours previous notice of his or her intention to
24 quit, in which case the employee is entitled to his or wages at the time of quitting.

25 35. California Labor Code § 203 provides that if an employer willfully fails to pay, in
26 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
27 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
28 compensation to the employee at the same rate for up to 30 workdays.

36. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay, and continue to willfully fail to pay, accrued wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California Labor Code §§ 201 and 202.

37. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

SIXTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001 § 7]

(Against all DEFENDANTS)

38. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 37.

39. During the CLASS PERIOD, as part of DEFENDANTS' illegal policies and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due, DEFENDANTS knowingly and intentionally failed to maintain records as required under California Labor Code §§ 226 and 1174 and IWC Wage Order No. 5-2001 § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

40. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

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1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Maintain Required Records**

3 **[Cal. Labor Code § 226; IWC Wage Order No. 5-2001 § 7]**

4 **(Against all DEFENDANTS)**

5 41. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 40.

7 42. During the CLASS PERIOD, DEFENDANTS routinely failed to provide, and
8 continue to fail to provide, PLAINTIFF and CLASS MEMBERS with timely and accurate
9 itemized wage statements in writing showing each employee's gross wages earned, total hours
10 worked, all deductions made, net wages earned, the name and address of the legal entity or
11 entities employing PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect
12 during each pay period and the corresponding number of hours worked at each hourly rate, in
13 violation of California Labor Code § 226 and IWC Wage Order No. 5-2001 § 7.

14 43. During the CLASS PERIOD, PLAINTIFF and CLASS MEMBERS suffered
15 injury, and continue to suffer injury, as a result of DEFENDANTS' failure to provide timely and
16 accurate itemized wage statements, as PLAINTIFF and CLASS MEMBERS could not promptly
17 and easily determine from the wage statement alone one or more of the following: the gross
18 wages earned, the total hours worked, all deductions made, the net wages earned, the name and
19 address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and/or all
20 applicable hourly rates in effect during each pay period and the corresponding number of hours
21 worked at each hourly rate.

22 44. As a direct and proximate result of DEFENDANTS' unlawful actions and
23 omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
24 proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF
25 and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited
26 to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award
27 of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
28 California Labor Code § 226(e), as well as other available remedies.

1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
3 **Duties**

4 **[Cal. Labor Code § 2802]**

5 **(Against all DEFENDANTS)**

6 45. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in paragraphs 1 through 44.

8 46. California Labor Code § 2802(a) requires an employer to indemnify an employee
9 for all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

11 47. During the CLASS PERIOD, DEFENDANTS failed to indemnify, and continue to
12 fail to indemnify, PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses
13 incurred in direct consequence of the discharge of their duties while working under the direction
14 of DEFENDANTS, including but not limited to expenses for travel, and other employment-
15 related expenses, in violation of California Labor Code § 2802.

16 48. As a proximate result of DEFENDANTS' unlawful actions and omissions,
17 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
18 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
19 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
20 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
21 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
22 available remedies.

23 **NINTH CAUSE OF ACTION**

24 **Unfair and Unlawful Business Practices**

25 **[Cal. Bus. & Prof. Code § 17200, et seq.]**

26 **(Against all DEFENDANTS)**

27 49. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
28 allegations in paragraphs 1 through 48.

1 50. Each and every one of DEFENDANTS' acts and omissions in violation of the
2 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
3 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
4 DEFENDANTS' failure and refusal to authorize and permit rest periods, DEFENDANTS' failure
5 and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
6 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged and quitting
7 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
8 DEFENDANTS' failure and refusal to maintain required records, and DEFENDANTS' failure
9 and refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
10 losses incurred in discharging their duties, constitute unfair and unlawful business practices under
11 California Business and Professions Code § 17200, et seq.

12 51. DEFENDANTS' violations of California wage and hour laws constitute a business
13 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
14 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
15 CLASS MEMBERS.

16 52. DEFENDANTS have avoided payment of wages, overtime wages, meal period
17 premiums, rest break premiums, and other benefits as required by the California Labor Code, the
18 California Code of Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS
19 have failed to record, report, and pay the correct sums of assessment to the state authorities under
20 the California Labor Code and other applicable regulations.

21 53. As a result of DEFENDANTS' unfair and unlawful business practices,
22 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
23 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
24 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
25 MEMBERS.

26 54. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
27 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
28 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and

1 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
2 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
3 from DEFENDANTS in an amount according to proof at the time of trial, but within the
4 jurisdiction of this Court.

5 **TENTH CAUSE OF ACTION**

6 **Representative Action for Civil Penalties**

7 **[Cal. Labor Code §§ 2698–2699.5]**

8 **(Against all DEFENDANTS)**

9 55. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
10 allegations in paragraphs 1 through 54, with exception of the allegations in paragraph 12 and the
11 subparagraphs thereto.

12 56. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
13 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other
14 current and former employees of DEFENDANTS pursuant to the procedures specified in
15 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed
16 by DEFENDANTS and the alleged violations of the California Labor Code were committed
17 against PLAINTIFF and CLASS MEMBERS.

18 57. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
19 Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not
20 limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, and 1197.1
21 and IWC Wage Order No. 5-2001 § 20, from DEFENDANTS in a representative action for the
22 violations set forth above, including but not limited to violations of California Labor Code
23 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF is
24 also entitled to an award of reasonable attorneys’ fees and costs pursuant to California Labor
25 Code § 2699(g)(1).

26 58. Pursuant to California Labor Code §§ 2699.3, on October 19, 2015, PLAINTIFF
27 gave written notice by certified mail to the California Labor and Workforce Development Agency
28 (“LWDA”) and PEERLESS BUILDING of the specific provisions of the California Labor Code

1 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
2 the alleged violations. More than thirty-three (33) calendar days has passed and the LWDA has
3 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

4 59. Therefore, PLAINTIFF has complied with all of the requirements set forth in
5 California Labor Code § 2699.3 to commence a representative action under PAGA.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly
8 situated, respectfully prays for relief against DEFENDANTS, and each of them, as follows:

- 9 1. For compensatory damages in an amount to be ascertained at trial;
 - 10 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
11 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
 - 12 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
13 and IWC Wage Order No. 5-2001;
 - 14 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
 - 15 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
16 violating the relevant provisions of the California Labor Code and the IWC Wage Orders and
17 from engaging in the unlawful business practices complained of herein;
 - 18 6. For waiting time penalties pursuant to California Labor Code § 203;
 - 19 7. For statutory and civil penalties according to proof, including but not limited to all
20 penalties authorized by the California Labor Code §§ 226(e) and 2699;
 - 21 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
22 Code §§ 218.6, 1194, and 2802, California Civil Code §§ 3287 and 3288, and/or any other
23 applicable provision providing for pre-judgment interest;
 - 24 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
25 §§ 1194, 2699, and 2802, California Civil Code § 1021.5, and any other applicable provisions
26 providing for attorneys' fees and costs;
 - 27 10. For declaratory relief;
- 28

1 11. For an order certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh,
2 Eighth, and Ninth Causes of Action as a class action;

3 12. For an order appointing PLAINTIFF as class representative and PLAINTIFF's
4 counsel as class counsel; and

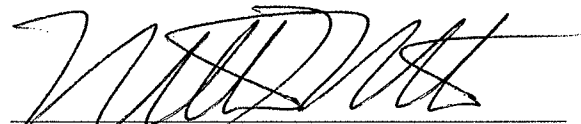
5 13. For such further relief that the Court may deem just and proper.

6
7 DATED: November 24, 2015

Respectfully submitted,

8 **MATERN LAW GROUP**

9
10 By:



MATTHEW J. MATERN

LAUNA ADOLPH

DEANNA S. LEIFER

Attorneys for Plaintiff BERTHA PRESUEL,
individually and on behalf of all others similarly
situated

DEMAND FOR JURY TRIAL

PLAINTIFF, individually and on behalf of all others similarly situated, hereby demands a trial by jury on all issues so triable.

DATED: November 24, 2015

Respectfully submitted,

MATERN LAW GROUP

By:



MATTHEW J. MATERN

LAUNA ADOLPH

DEANNA S. LEIFER

Attorneys for Plaintiff BERTHA PRESUEL,
individually and on behalf of all others similarly
situated

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MATERN LAW GROUP Matthew J. Matern (SBN 159798) 1230 Rosecrans Avenue, Suite 200 Manhattan Beach, California 90266 TELEPHONE NO.: (310) 531-1900 FAX NO.: (310) 531-1901 ATTORNEY FOR (Name): BERTHA PRESUEL		FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles NOV 25 2015 Sherri R. Carter, Executive Officer/Clerk By Shaunya Bolden, Deputy	
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, California 90012-3014 BRANCH NAME: Central District			
CASE NAME: Bertha Presuel vs. Tuttle Family Enterprises, Inc.			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000)		☐ Limited (Amount demanded is \$25,000 or less)	
☐ Counter		☐ Joinder	
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		JUDGE: DEPT:	

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

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

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|---|
| a. ☐ Large number of separately represented parties
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☒ Substantial amount of documentary evidence | d. ☒ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision |
|---|---|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **Ten (10)**
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 24, 2015
 Matthew J. Matern

(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:

Bertha Presuel vs. Tuttle Family Enterprises, Inc.

CASE NUMBER

BC 6 02 416

**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 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 15-20 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	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., 2., 4.
	Uninsured Motorist (46)	☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	☐ A6070 Asbestos Property Damage ☐ A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	☐ A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	☐ A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		☐ A7240 Other Professional Health Care Malpractice	1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall) ☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) ☐ A7270 Intentional Infliction of Emotional Distress ☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE:

Bertha Presuel vs. Tuttle Family Enterprises, Inc.

CASE NUMBER

Non-Personal Injury/Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 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	2., 3.
Wrongful Termination (36)	☐ A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	☒ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	① 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
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.
Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels _____	2.
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)	2., 6.
Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Bertha Presuel vs. Tuttle Family Enterprises, 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., 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., 9. 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	1., 2., 8.
		☐ A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		☐ A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		☐ A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment ☐ A6123 Workplace Harassment ☐ A6124 Elder/Dependent Adult Abuse Case ☐ A6190 Election Contest ☐ A6110 Petition for Change of Name ☐ 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., 4., 8. 2., 9.

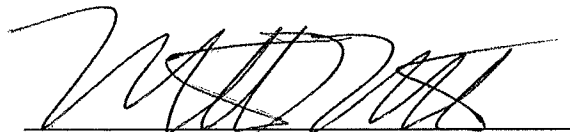
SHORT TITLE: Bertha Presuel vs. Tuttle Family Enterprises, Inc.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. ☒ 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10.			ADDRESS: Peerless Building Maintenance Company 21020 Superior Street
CITY: Chatsworth	STATE: CA	ZIP CODE: 91311	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: November 24, 2015


 (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. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
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
NOTICE OF CASE ASSIGNMENT – CLASS ACTION CASES
Case Number _____

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3(c)).

ASSIGNED JUDGE	DEPT	ROOM
Judge Elihu M. Berle	323	1707
Judge William F. Highberger	322	1702
Judge John Shepard Wiley, Jr.	311	1408
Judge Kenneth Freeman	310	1412
Judge Jane Johnson	308	1415
Judge Amy D. Hogue	307	1402
OTHER		

BC 6 02 416

Instructions for handling Class Action Civil Cases

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Three 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 Individual Calendaring Court 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 of filing.

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.

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 at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 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 Eight 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 the party.

This is not a complete delineation of the 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 absolutely imperative.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ SHERILL R. CARTER, Executive Officer/Clerk

LACIV CCW 190 (Rev09/13)
LASC Approved 05-06
For Optical Use

By _____, Deputy Clerk

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

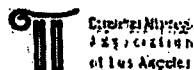


Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

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

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

The parties agree that:

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

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

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

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

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Date:

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Date:

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Date:

(TYPE OR PRINT NAME)

Date:

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Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR PLAINTIFF)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: 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:

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

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

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

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

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

The parties agree that:

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

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

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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