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Attorneys for Plaintiff and putative Class
Representative ERIK ALVARADO individually
and on behalf of all those similarly situated

BY FAX

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE
[CLASS ACTION]

ERIK ALVARADO individually, and on
behalf of all others similarly situated;

CASE NO.: 21 ST CV 12385
JUDGE:
DEPT.:

Plaintiff,

CLASS ACTION COMPLAINT FOR:

vs.

UNITED SEAGULL FOODS, INC. dba
GALLERIA FOODS WHOLESALE,
ROWLAND HEIGHTS, a California
Corporation; SAI CHANG, INC. dba
GALLERIA FOODS WHOLESALE, LA,
a California Corporation; HONG CHANG
CORPORATION dba GALLERIA
FOODS WHOLESALE, LA, a California
Corporation; CHUN YING JIN, an
individual; HAI HUA LI, an individual;
and DOES 1 through 25, inclusive,

1. FAILURE TO PAY ALL EARNED WAGES
2. FAILURE TO PAY ALL EARNED OVERTIME WAGES
3. FAILURE TO PERMIT PAID 10 MINUTE REST PERIODS
4. FAILURE TO PROVIDE 30 MINUTE MEAL PERIODS
5. FAILURE TO TIMELY PAY ALL EARNED WAGES AND COMPENSATION
6. FAILURE TO PAY ALL EARNED WAGES AND COMPENSATION UPON TERMINATION
7. FAILURE TO PROVIDE LAWFUL WAGE STATEMENTS
8. VIOLATION OF CALIFORNIA WAGE THEFT PREVENTION ACT
9. UNFAIR BUSINESS PRACTICES
10. VIOLATION OF LABOR CODE §206.5

Defendants

Plaintiff and putative Class Representative, ERIK ALVARADO ("ALVARADO"),
individually and on behalf of all other similarly situated employees allege:

PARTIES AND JURISDICTION

1. Plaintiff ERIK ALVARADO is an adult person who, at all times pertinent hereto,

1 was domiciled in the State of California. She brings this action individually and on behalf of all
2 current and former, similarly situated non-exempt, employees who work or worked for Defendant
3 UNITED SEAGULL FOODS, INC. dba GALLERIA FOODS WHOLESALE, ROWLAND
4 HEIGHTS (“UNITED SEAGULL”); SAI CHANG, INC. dba GALLERIA FOODS
5 WHOLESALE, LA (“SAI CHANG”); HONG CHANG CORPORATION dba GALLERIA
6 FOODS WHOLESALE, LA (“HONG CHANG”); CHUN YING JIN (“YING JIN”); HAI HUA
7 LI (“HUA LI”), an individual; and Does 1 through 25, inclusive (hereinafter collectively
8 “Defendants”), as non-exempt grocery workers in the State of California, at any time during the
9 period of four years prior to the filing of the complaint in this action up to the present.

10 2. Plaintiff ERIK ALVARADO was an employee of Defendants for over two years
11 through approximately October 25, 2019. Plaintiff worked as a grocery worker for approximately
12 two years before he was terminated while under physician ordered restrictions resulting from an injury
13 that occurred at Defendants’ Rowland Heights, California location. As a result of his injuries at work,
14 Plaintiff was disabled and able to work but with restrictions.

15 3. The similarly situated employees on whose behalf Plaintiff brings this action include,
16 without limitation: current and former, similarly situated non-exempt, employees who work or
17 worked for Defendants as grocery workers in the State of California, at any time during the period
18 of four years prior to the filing of the complaint in this action up to the present (the “Class”).

19 4. The “Class” is comprised of the following Sub-Classes:

20 (a) Unpaid Minimum-Regular Rate Wages and Compensation Sub-Class:
21 Those members of the Class who Defendants failed to pay all of their earned minimum and regular
22 rate wages and compensation;

23 (b) Overtime Subclass: Those members of the Class who Defendants failed to
24 pay all their earned overtime wages;

25 (c) Rest Period Sub-Class: Those members of the Class who worked in excess
26 of 4 hours a day but Defendants did not permit to take a valid paid 10 consecutive minute rest
27 period, uninterrupted, relieved of all job duties; and/or those members of the Class who worked in
28

1 excess of 6 hours a day but Defendants did not permit to take a second a valid, paid 10 consecutive
2 minute rest period, uninterrupted, relieved of all job duties;

3 (d) Meal Period Sub-Class: Those members of the Class who worked in excess
4 of 5 hours a day but Defendants failed to provide a valid 30 consecutive minute meal period,
5 uninterrupted, relieved of all job duties; and/or those members of the Class who worked in excess
6 of 10 hours a day but Defendants failed to provide a second valid 30 consecutive minute meal
7 period, uninterrupted, relieved of all job duties;

8 (e) Untimely Payment of Wages-Compensation Sub-Class: Those members of
9 the Class who were not timely paid all earned wages and compensation;

10 (f) Waiting Time Sub-Class: Those members of the Class who were not paid
11 all earned wages and compensation immediately upon their termination or were not paid all earned
12 wages and compensation within 72 hours of quitting;

13 (g) Wage-Statement Sub-Class: Those members of the Class who Defendants
14 failed to provide a valid Labor Code § 226 compliant wage statement;

15 (h) Labor Code §2810.5 Notice Sub-Class: Those members of the Class who
16 did not receive a written notice from Defendants in accordance with the statutory requirements of
17 California Labor Code § 2810.5;

18 (i) Labor Code §206.5 Sub-Class: Those members of the Class whom
19 Defendants required to execute a statement of the hours he or she worked during the pay period
20 which Defendants knew to be false.

21 4. Plaintiff is informed, believes, and thereon alleges that Defendant, UNITED
22 SEAGULL is a California corporation doing business in the County of Los Angeles in the State
23 of California.

24 5. Plaintiff is informed, believes, and thereon alleges that Defendant, SAI CHANG is
25 a California corporation doing business in the County of Los Angeles in the State of California.

26 6. Plaintiff is informed, believes, and thereon alleges that Defendant, HONG CHANG
27 is a California corporation doing business in the County of Los Angeles in the State of California.
28

1 7. Plaintiff is informed, believes, and thereon alleges that Defendant, YING JIN, an
2 employee and/or officer of Defendants, is a managing agent who exercises substantial independent
3 authority and judgment in Defendants' corporate decision-making so that his decisions ultimately
4 determine corporate policy. YING JIN is and was individual residing in California and was a
5 managing agent for Defendants during Plaintiff's employment with Defendants.

6 8. Plaintiff is informed, believes, and thereon alleges that Defendant, HUA LI, an
7 employee and/or officer of Defendants, is a managing agent who exercises substantial independent
8 authority and judgment in Defendants' corporate decision-making so that his decisions ultimately
9 determine corporate policy. HUA LI is and was individual residing in California and was a
10 managing agent for Defendants during Plaintiff's employment with Defendants.

11 9. Plaintiff is ignorant of the true names and capacities of Defendant Does 1 through
12 25, inclusive, and, by reason thereof, sue said Defendants by their fictitious names. Plaintiff will
13 amend this complaint to allege the true names and capacity of said Doe Defendants when same
14 have been fully and finally ascertained.

15 10. Pursuant to the terms of the applicable Wage Order, at no time relevant hereto was
16 Plaintiff, or any fellow member of the Class, properly classified as an exempt managerial,
17 administrative, or professional employee. Plaintiff is informed, believes, and thereon alleges that
18 neither they nor any fellow member of the Class spent more than one-half of time working on
19 managerial, administrative, or professional tasks during the Class Period.

20 11. On behalf of the Class and the general public, Plaintiff seeks to enforce the public
21 policy favoring compliance with labor and workplace safety and working condition standards
22 expressed under, inter alia, Labor Code § 90.5, to wit: "It is the policy of this state to vigorously
23 enforce minimum labor standards in order to ensure employees are not required or permitted to
24 work under substandard unlawful conditions, and to protect employers who comply with the law
25 from those who attempt to gain competitive advantage at the expense of their workers by failing
26 to comply with minimum labor standards." Plaintiff alleges that the aforementioned conduct of
27 Defendants violates an important right affecting the public interest, as such phrase is used in Code
28 of Civil Procedure section 1021.5.

12. Plaintiff is informed, believes, and thereon alleges that UNITED SEAGULL, and Does 1 through 25 specifically authorized, directed or participated in the violations of California Business and Professions Code, California Labor Code and applicable Industrial Welfare Commission Wage Order, against Plaintiff and the Class, as set forth herein, and an ordinarily prudent person, knowing what the directors knew at that time, would not have acted similarly under the circumstances.

VENUE AND JURISDICTION

13. Plaintiff is informed, believes, and thereon alleges that two-thirds (2/3) or more of the members of the proposed Class in the aggregate, at all times pertinent hereto, including, but not limited to, the period from four years prior to commencement of this action to the present, have been, and continue to be, citizens of the forum state, California, the state in which this action was originally filed.

14. Plaintiff is informed, believes, and thereon alleges that UNITED SEAGULL, SAI CHANG, HONG CHANG, YING JIN, DOES 1 through 25, and others, are primary defendants in this action and, at all times pertinent hereto, were and are citizens of the forum state of California.

15. Plaintiff is informed, believes, and thereon alleges that UNITED SEAGULL, SAI CHANG, HONG CHANG, YING JIN, DOES 1 through 25, and other's conduct, as alleged herein, forms a significant basis for the claims asserted by Plaintiff and his fellow members of the Class in this action.

16. Plaintiff is informed, believes, and thereon alleges that Plaintiff and his fellow members of the Class are seeking significant relief from UNITED SEAGULL, SAI CHANG, HONG CHANG, YING JIN, DOES 1 through 25, and others.

17. Plaintiff is informed, believes, and thereon alleges that the principal injuries sustained by Plaintiff and his fellow members of the Class, as alleges herein, resulted from the conduct of Defendants, UNITED SEAGULL, SAI CHANG, HONG CHANG, YING JIN, Does 1 through 25, and others, were incurred in the forum state - California.

1 18. Plaintiff is informed, believes, and thereon alleges that the claims asserted in this
2 action do not involve matters of national or interstate interest; rather, this Class action involves a
3 local controversy of the forum state - California.

4 19. Plaintiff is informed, believes, and thereon alleges that the claims asserted is this
5 action will be governed exclusively by the laws of the forum state - California – the state in
6 which this action is originally filed.

7 20. Plaintiff is informed, believes, and thereon alleges that this action is brought in
8 the Los Angeles County Superior Court for the State of California as said forum has a distinct
9 nexus with Plaintiff and his fellow members of the Class, the harm alleged, as well as
10 Defendants, UNITED SEAGULL, SAI CHANG, HONG CHANG, YING JIN, HUA LI, and
11 Does 1 through 25.

12 21. Plaintiff is informed, believes, and thereon alleges that, at all times mentioned
13 herein, the number of citizens from the forum state of California, the state in which the action
14 was originally filed, comprising the proposed Class in the aggregate is substantially larger than
15 the number of citizens from any other state, and the citizenship of the other members of the class
16 is dispersed among a substantial number of states.

17 22. Plaintiff is informed, believes, and thereon alleges that, at all times mentioned
18 herein, that the claims alleged in this action, and the causes of action derived therefrom, do not
19 involve a federal question(s).

20 23. At times pertinent hereto, Plaintiff and his fellow members of the Class, as
21 employees of Defendants, performed work, and Defendants' liability arose, in the County of Los
22 Angeles, State of California.

23 24. Venue is appropriate in Los Angeles County in that venue in a failure to pay
24 wages claim against an employer is proper in the location where the work was performed.
25 (*Owens v. Paraco, Inc.* (1958) 160 Cal.App.2d 824). Defendants' liability arose in Los Angeles
26 County, and other counties throughout California, where they committed violations of applicable
27 provisions of the California Business and Professions Code, California Labor Code, and
28 applicable Industrial Welfare Commission Wage Orders, as detailed herein.

1 **JOINT EMPLOYER**

2 25. Plaintiff is informed, believes, and thereon alleges that, at all times mentioned
3 herein, the named Defendants, Does 1 through 25, and each of them, were acting as the agent
4 and/or employee of each remaining defendant, and were acting within the course and scope of
5 said principal-agency and/or employment relationship, and directed, authorized and/or ratified
6 the conduct set forth in detail herein. Plaintiff is further informed, believes, and thereon allege
7 that each of the fictitiously named Defendants is responsible in some manner for the occurrences
8 herein alleges and that Plaintiff and his fellow members of the Class's damages, as herein
9 alleges, were proximately caused by such Defendants, and each of them.

10 26. Plaintiff is informed, believes, and thereon alleges that Defendants and Does 1
11 through 25, inclusive, were, at all times pertinent hereto, joint employers of the named Plaintiff,
12 and other members of the Class, as they exercised joint control over and/or right to assign, place
13 and/or supervise the Class members' work or working conditions, maintained joint authority to
14 hire and fire employees, supervised and controlled employee work schedules and employment
15 conditions, determined rate and method of payment, and/or jointly maintained employment
16 records.

17 27. Plaintiff is informed, believes, and thereon alleges that at all times relative hereto,
18 Plaintiff and his fellow Class members performed work that simultaneously benefitted
19 Defendants and Does 1 through 25, inclusive.

20 28. Plaintiff is informed, believes, and thereon alleges that at all times pertinent
21 hereto, there existed an arrangement between Defendants and Does 1 through 25, inclusive, to
22 share the employee's services, and each Defendant acted, either directly or indirectly, in the
23 interest of their fellow Defendants in relation to the employment of Plaintiff and his fellow Class
24 members.

25 **ALTER EGO – AGENCY**

26 29. Plaintiff is informed, believes, and thereon alleges that there exists, and at all
27 times herein mentioned there existed, a unity of interest and ownership between Defendants and
28 Does 1 through 25, inclusive, on the one hand, and on the other hand, such that any corporate

1 individuality and separateness between said parties have ceased and that Defendants are the alter
2 ego of Does 1 through 25, inclusive, in that the businesses of Does 1 through 25, inclusive, are
3 so completely dominated, controlled, managed, and operated by Defendants that Does 1 through
4 25, inclusive, function as a mere instrumentalities through which Defendants conduct their
5 business.

6 30. Plaintiff is informed, believes and thereon allege that adherence to the fiction of
7 the existence of Does 1 through 25, as entities separate and distinct from Defendants would
8 permit an abuse of the corporate privilege and would sanction fraud and promote injustice in that
9 Plaintiff could be denied a full recovery in the event that the assets of Does 1 through 25 are
10 insufficient to satisfy a judgment entered against them in this action. The corporate veil
11 established Does 1 through 25, should be pierced and the alter ego doctrine applied in the context
12 of this action.

13 31. Plaintiff is informed, believes, and thereon alleges that Defendant Does 15
14 through 25 are individuals, directors, officers and shareholders of Defendants and Does 1
15 through 25, who influence and govern Defendants and Does 1 through 25, and/or were actors in
16 the course of conduct constituting the abuse of the corporate privilege, treating Defendants and
17 Does 1 through 25, as their alter ego, rather than as a separate entity, failing, inter alia, to
18 contribute capital, issue stock, or otherwise complete formation of the corporation, use corporate
19 assets as their own, commingle corporate funds with their personal funds, and/or failing to
20 observe corporate formalities. Further, Defendants, and Does 15 through 25, utilized Defendants
21 Does 1 through 25, to circumvent the applicable provisions, and frustrate the statutory policies,
22 of the California Business and Professions Code, California Labor Code and applicable
23 Industrial Welfare Commission Wage Orders, as set forth herein.

24 32. Plaintiff is informed, believes, and thereon alleges that it would sanction a fraud
25 or promote an injustice to uphold the corporate entities of Defendants and Does 1 through 25,
26 and allow the shareholders of Defendants and Does 15 through 25, to escape personal liability
27 for his/her/their debts to Plaintiff and his fellow members of the Class.
28

1 33. Plaintiff is informed, believes, and thereon alleges that Defendants and Does 1
2 through 25, specifically authorized, directed or participated in the violations of California
3 Business and Professions Code, California Labor Code and applicable Industrial Welfare
4 Commission Wage Orders, against Plaintiff and his fellow members of the Class, as set forth
5 herein, and an ordinarily prudent person, knowing what the directors knew at that time, would
6 not have acted similarly under the circumstances.

7 **APPLICABLE WAGE AND HOUR STANDARDS**

8 34. At all times pertinent hereto, pursuant to California law, including, but not limited
9 to, Labor Code § 1197-1198, it was unlawful to pay less than the wage established by law or to
10 employ persons in excess of the hours fixed by the Industrial Welfare Commission ("IWC") or
11 under conditions prohibited by the Industrial Wage Commission Wage Orders codified at 8 Cal.
12 Code Reg., Division 1 (the "IWC Wage Orders").

13 35. At all times pertinent hereto, California law, including, but not limited to, Labor
14 Code § 510 and the IWC Wage Orders which apply to Plaintiff and his fellow members of the
15 Class's employment with Defendants, provided for payment of a minimum wage regardless of
16 the number of hours worked; plus one and one-half (1 ½) times each employee's regular rate of
17 pay for all work over eight (8) hours in any workday, forty (40) hours in any workweek, or any
18 work performed on the seventh day of any workweek; plus double the employee's regular rate of
19 pay for work over 12 hours in a work day or over eight hours on the seventh day of any
20 workweek.

21 36. At all times pertinent hereto, California law, including, but not limited to, Labor
22 Code § 510 and the IWC Wage Orders which apply to Plaintiff and his fellow members of the
23 Class's employment with Defendants, provided for payment of a minimum wage regardless of
24 the number of hours worked. At all times relevant hereto, California law, including, but not
25 limited to, Labor Code § 510, and IWC Wage Order No. 4, 5, and/or 10, which apply to
26 Plaintiffs' employment with Defendants, provided for payment of a minimum wage regardless of
27 the number of hours worked; plus one and one-half (1 ½) times each employee's regular rate of
28 pay for all work over eight (8) hours in any workday, forty (40) hours in any workweek, or the

1 first 8 hours of the seventh consecutive day of work; as well as double their regular rate of pay
2 for work in excess of twelve hours per day or in excess of eight hours on the seventh consecutive
3 day of any work week.

4 37. At all times pertinent hereto, California law, including, but not limited to, Labor
5 Code § 1194.3, which applies to Plaintiff and his fellow members of the Class's employment
6 with Defendants, provided, "An employee may recover attorney's fees and costs incurred to
7 enforce a court judgment for unpaid wages due pursuant to this code."

8 38. At all times pertinent hereto, 8 Cal. Code Reg. ("CCR") section 11070 (Industrial
9 Welfare Commission, Industry and Occupation Orders, Wage Order (the "Wage Order")), which
10 applies to Plaintiff and his fellow members of the Class's employment with Defendants, required
11 that each non-exempt employee working at least 3.5 hours must be given a paid rest period of not
12 less than ten consecutive minutes, uninterrupted, where the employee is relieved of all duties;
13 and a second rest period of not less than ten consecutive minutes be given to each non-exempt
14 employee working at least six hours in any given workday.

15 39. At all times pertinent hereto, the Wage Order and Labor Code § 226.7, provided
16 that each non-exempt employee who was not permitted to take a valid rest period mandated
17 thereunder must be paid one hour of additional pay at the employee's regular rate of pay for each
18 such workday in which a valid rest period was not provided.

19 40. At all times pertinent hereto, the Wage Order required that each employee
20 working at least five hours must be given a paid or unpaid meal period of not less than thirty
21 consecutive minutes, uninterrupted, where the employee is relieved of all job duties; and that a
22 second meal period of not less than thirty consecutive minutes, uninterrupted, be given to each
23 employee working at least ten hours in any given workday. Further, unless the employee is
24 relieved of all duty during a thirty (30) minute meal period, the meal period shall be considered
25 an "on duty" meal period and counted as time worked. An "on duty" meal period shall be
26 permitted only when the nature of the work prevents an employee from being relieved of all duty
27 and when by written agreement between the parties an on-the-job paid meal period is agreed to.
28

1 The written agreement shall state that the employee may, in writing, revoke the agreement at any
2 time.

3 41. At all times pertinent hereto, the Wage Order and Labor Code § 226.7, provided
4 that each employee who was not permitted to take a meal period mandated thereunder must be
5 paid one hour of additional pay at the employee's regular rate of pay for each such workday in
6 which a valid meal period was not provided.

7 42. At all times pertinent hereto, Labor Code § 200 defined "wages" as including all
8 amounts for labor performed by employees of every description, whether the amount is fixed or
9 ascertained by the standard of time, task, piece, commission basis, or other method of
10 calculation.

11 43. At all times pertinent hereto, Labor Code § 204 provided that all wages, other
12 than those mentioned in Labor Code §§ 201, 202, 204.1, or 204.2, earned by any person in any
13 employment, are due and payable twice during each calendar month, on days designated in
14 advance by the employer as the regular paydays. Labor performed between the 1st and 15th
15 days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the
16 month during which the labor was performed, and labor performed between the 16th and the last
17 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
18 following month.

19 44. At all times pertinent hereto, Labor Code § 201 provided that if an employer
20 discharges an employee, the wages earned and unpaid at the time of discharge are due and
21 payable immediately.

22 45. At all times pertinent hereto, Labor Code § 202 provided that if an employee not
23 having a written contract for a definite period quits their employment, their wages shall become
24 due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
25 previous notice of their intention to quit, in which case the employee is entitled to their wages at
26 the time of quitting.

27 46. At all times pertinent hereto, Labor Code § 203 provided that an employer who
28 willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§ 201 and

202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than thirty (30) days.

47. At all times pertinent hereto, California law, including, but not limited to, Labor Code § 226, required Defendants, “at the time of each payment of wages, furnish each of their employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, . . . (4) all deductions, provided, that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and their social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.”

48. At all times pertinent hereto, California law, including, Labor Code § 2810.5, provided in pertinent part: “(a) (1) At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing the following information: (A) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. (B) Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. (C) The regular payday designated by the employer in accordance with the requirements of this code. (D) The name of the employer, including any “doing business as” names used by the employer. (E) The physical address of the employer’s main office or principal place of business, and a mailing address, if different. (F) The telephone number of the employer. (G) The name, address, and telephone number of the employer’s workers’ compensation insurance carrier. (H) That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick

1 leave; and has the right to file a complaint against an employer who retaliates. (I) Any other
2 information the Labor Commissioner deems material and necessary....(b) An employer shall
3 notify their or their employees in writing of any changes to the information set forth in the notice
4 within seven calendar days after the time of the changes, unless one of the following applies: (1)
5 All changes are reflected on a timely wage statement furnished in accordance with Section 226.
6 (2) Notice of all changes is provided in another writing required by law within seven days of the
7 changes....”

8 49. Plaintiff, individually and on behalf of all others similarly situated, seeks recovery
9 of wages, restitution, as well as penalties for each day to which they and fellow members of the
10 Class, were subject to the unlawful conduct of Defendants, to wit: denied wages; underpaid for
11 actual hours of work; not compensated at the proper rate for hours worked; not permitted valid
12 ten (10) consecutive minute, uninterrupted rest periods, relieved of all job duties; were not
13 provided valid thirty (30) consecutive minute, uninterrupted meal periods, relieved of all job
14 duties; not timely paid all earned wages and compensation; were provided inaccurate and
15 incomplete wage statements; not paid all wages earned at the time of the termination of their
16 employment relationship with Defendants; were not provided a valid written notice compliant
17 with Labor Code 2810.5; and were misclassified as exempt from those provisions of the
18 California Labor Code and applicable Wage Order governing wages and other compensation.
19 Plaintiff, individually and on behalf of all other similarly situated members of the Class, also
20 seek remedies for unfair competition and unlawful, unfair, or fraudulent business practices,
21 which deprived Plaintiff and his fellow members of the Class of their proper wages and
22 compensation, in a calculated effort to illegally reduce payroll costs and increase Defendants’
23 profits.

24 50. Plaintiff, individually and on behalf of all others similarly situated, is informed,
25 believe and thereon alleges that at all times pertinent hereto, Labor Code § 558 provided in
26 pertinent part, “(a) Any employer or other person acting on behalf of an employer who violates,
27 or causes to be violated, a section of this chapter or any provision regulating hours and days of
28 work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any initial

1 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
2 employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For
3 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
4 period for which the employee was underpaid in addition to an amount sufficient to recover
5 underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected
6 employee.... (c) The civil penalties provided for in this section are in addition to any other civil
7 or criminal penalty provided by law.” Plaintiff individually and on behalf of all others similarly
8 situated, is informed, believe and thereon alleges that at all times pertinent hereto, Defendants’
9 officer, CHUN YING JIN, as an employer or other person acting on behalf of an employer,
10 violated, or caused to be violated, a section of this chapter or any provision regulating hours and
11 days of work in any order of the IWC, as alleged herein in this complaint.

12 51. At all times relevant hereto, California law, including, but not limited to, Labor
13 Code §351, provided in pertinent part: No employer or agent shall collect, take, or receive any
14 gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any
15 amount from wages due an employee on account of a gratuity, or require an employee to credit
16 the amount, or any part thereof, of a gratuity against and as a part of the wages due the employee
17 from the employer. Every gratuity is hereby declared to be the sole property of the employee or
18 employees to whom it was paid, given, or left for. An employer that permits patrons to pay
19 gratuities by credit card shall pay the employees the full amount of the gratuity that the patron
20 indicated on the credit card slip, without any deductions for any credit card payment processing
21 fees or costs that may be charged to the employer by the credit card company. Payment of
22 gratuities made by patrons using credit cards shall be made to the employees not later than the
23 next regular payday following the date the patron authorized the credit card payment.

24 52. In response to the COVID-19 pandemic, and pursuant to Judicial Council of
25 California’s adoption of California Rules of Court Emergency Rule 9, the statute of limitations
26 for the claims alleged in the instant complaint were tolled from April 6, 2020 to October 1, 2020.

27 **CLASS ALLEGATIONS**

28 45. The similarly situated employees on whose behalf Plaintiff brings this action

1 include, without limitation: current and former, similarly situated non-exempt, employees who
2 work or worked for Defendants as dancers and entertainers in the State of California, at any
3 time during the period of four years prior to the filing of the complaint in this action up to the
4 present (the “Class”)

5 46. The “Class” is comprised of the following Sub-Classes:

6 (a) Unpaid Minimum-Regular Rate Wages and Compensation Sub-Class:

7 Those members of the Class who Defendants failed to pay all of their earned minimum and
8 regular rate wages and compensation;

9 (b) Overtime Sub-Class: Those members of the Class who Defendants failed

10 to pay all their earned overtime wages;

11 (c) Rest Period Sub-Class: Those members of the Class who worked in excess

12 of 4 hours a day but Defendants did not permit to take a valid paid 10 consecutive minute rest
13 period, uninterrupted, relieved of all job duties; and/or those members of the Class who worked
14 in excess of 6 hours a day but Defendants did not permit to take a second a valid, paid 10
15 consecutive minute rest period, uninterrupted, relieved of all job duties;

16 (d) Meal Period Sub-Class: Those members of the Class who worked in

17 excess of 5 hours a day but Defendants failed to provide a valid 30 consecutive minute meal
18 period, uninterrupted, relieved of all job duties; and/or those members of the Class who worked
19 in excess of 10 hours a day but Defendants failed to provide a second valid 30 consecutive
20 minute meal period, uninterrupted, relieved of all job duties;

21 (e) Untimely Payment of Wages-Compensation Sub-Class: Those members of

22 the Class who were not timely paid all earned wages and compensation;

23 (f) Waiting Time Sub-Class: Those members of the Class who were not paid

24 all earned wages and compensation immediately upon their termination or were not paid all
25 earned wages and compensation within 72 hours of quitting;

26 (g) Wage-Statement Sub-Class: Those members of the Class who Defendants

27 failed to provide a valid Labor Code § 226 compliant wage statement;
28

1 (h) Labor Code §2810.5 Notice Sub-Class: Those members of the Class who
2 did not receive a written notice from Defendants in accordance with the statutory requirements of
3 California Labor Code § 2810.5;

4 (i) Labor Code §206.5 Sub-Class: Those members of the Class whom
5 Defendants required to execute a statement of the hours he or she worked during the pay period
6 which Defendants knew to be false.

7 4. Plaintiff reserves the right pursuant to California Rules of Court Rule 3.765, to
8 amend or modify the respective definitions of the Class and/or Sub-Classes to provide greater
9 specificity and/or further division into subclasses or limitation to particular issues.

10 5. Plaintiff and Class Representative, ERIK ALVARADO is a member of the non-
11 exempt employees comprising the Class, employed with Defendants in their dancing and
12 entertaining activities, in the State of California, at some time during the proposed Class Period
13 of four years prior to the filing of this action.

14 6. Plaintiff is informed, believes and allege that Defendants have consistently
15 maintained and enforced against Plaintiff and his fellow members of the Class the following
16 unlawful practices and policies: (a) willfully refusing to pay Plaintiff and his fellow members of
17 the Class all of their earned wages and compensation, including minimum, regular and overtime
18 wages, by requiring, inter alia, Plaintiff and his fellow members of the Class to work and not
19 compensating for all hours worked;; (b) not permitting Plaintiff and his fellow members of the
20 Class to take all of their statutorily entitled rest periods; (c) not providing Plaintiff and his fellow
21 members of the Class the opportunity to take all of their statutorily entitled meal periods; (d)
22 failing to pay Plaintiff and his fellow members of the Class one hour of compensation at their
23 regular rate of pay, for each earned rest period not permitted and/or each earned meal period not
24 provided; (e) not timely paying Plaintiff and his fellow members of the Class all of their earned
25 wages and compensation; (f) failing to furnish to Plaintiff and his fellow members of the Class
26 accurate Labor Code § 226 compliant wage statements; (g) not timely paying Plaintiff and his
27 fellow members of the Class all of their earned wages, compensation immediately at the
28 termination of their employment or within seventy-two hours of them quitting; and/or (h) not

1 providing Plaintiff and his fellow members of the Class a written notice in accordance with
2 Labor Code § 2810.5

3 7. Plaintiff is informed, believes, and thereon alleges that the number of members of
4 the Class is in excess of one hundred (100). Consequently, the Class is so numerous that joinder
5 of all members individually would be impractical.

6 8. Plaintiff is informed, believes, and thereon alleges that all members of the Class
7 are similarly situated in that, throughout their employment, they were subject to Defendants'
8 violations of California labor law, including the following: Defendants maintained uniform
9 policies and practices whereby Defendants regularly and systematically: (a) refused to pay
10 Plaintiff and his fellow members of the Class all of their earned wages and compensation,
11 including overtime wages, by requiring, inter alia, Plaintiff and his fellow members of the Class
12 to work in excess of the statutory hours permitted per day, thereby also failing to compensate the
13 Class of the appropriate overtime compensation; (b) did not permit Plaintiff and his fellow
14 members of the Class to take all of their statutorily entitled rest periods; (c) did not provide
15 Plaintiff and his fellow members of the Class the opportunity to take all of their statutorily
16 entitled meal periods; (d) failed to pay Plaintiff and his fellow members of the Class one hour of
17 compensation at their regular rate of pay, for each earned rest period not permitted and/or each
18 earned meal period not provided; (e) failed to timely pay Plaintiff and his fellow members of the
19 Class all of their earned wages and compensation; (f) failed to furnish to Plaintiff and his fellow
20 members of the Class accurate Labor Code § 226.7 compliant wage statements; (g) failed to
21 timely pay Plaintiff and his fellow members of the Class all of their earned wages, compensation
22 and benefits immediately at the termination of their employment or within seventy-two hours of
23 them quitting; and (h) failed to provide Plaintiff and his fellow members of the Class a written
24 notice in accordance with Labor Code § 2810.5.

25 9. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful
26 employment policies and practices, raise numerous questions of law common to the members of
27 the Class, including, without limitation: (i) whether the provisions of the Labor Code and 8 CCR
28 § 11050 include the employer's obligation to pay all earned wages and to pay all such earned

1 wages at the time of the termination of a member of the Class's employment; (ii) Defendants
2 legal obligation to permit members of the Class to take paid rest periods of ten (10) consecutive,
3 uninterrupted minutes for shifts in excess of four hours and a second rest period for shifts in
4 excess of six hours; (iii) Defendants legal obligation to provide members of the Class the
5 opportunity to take meal periods of thirty (30) consecutive, uninterrupted minutes for shifts in
6 excess of five hours and a second meal period for shifts in excess of ten hours; (iv) whether
7 Defendants obligation to provide Labor Code § 226 compliant wage statements to the members
8 of the Class are applicable to non-exempt employees such as the Plaintiff and his fellow
9 members of the Class; (v) Defendants' obligation to provide Plaintiff and his fellow members of
10 the Class written notice in accordance with Labor Code § 2810.5; (vi) what remedies, including
11 restitution, compensatory damages, statutory and civil penalties, additional wages and
12 disgorgement of revenue, are available under California law to members of the Class who: were
13 not paid all earned wages, compensation and benefits; were not timely paid all earned minimum,
14 regular and overtime wages, compensation and benefits; were not paid all wages earned at the
15 time of the termination of their employment relationship with Defendants; were not provided
16 lawful wage statements; were not permitted to take earned ten (10) minute rest periods; and/or
17 were not provided earned thirty (30) minute meal periods; were not provided written notice in
18 accordance with Labor Code § 2810.5; (vii) the Class members' entitlement to take a paid ten
19 consecutive minute, uninterrupted, rest period for shifts worked in excess of 3.5 (3.5) hours and a
20 second rest period of not less than ten consecutive minutes, uninterrupted, for shifts worked of at
21 least six (6) hours in a given workday; (viii) the Class members' entitlement to take a thirty
22 consecutive minute, uninterrupted, meal period for shifts worked in excess of five (5) hours and
23 a second meal period of not less than thirty consecutive minutes, uninterrupted, for shifts worked
24 of at least ten (10) hours in a given workday; (ix) the Class members' entitlement to one hour of
25 pay at the members' regular rate of pay for each paid ten (10) consecutive minute, uninterrupted,
26 rest period that Defendants did not permit the Class members to take; (x) the Class members'
27 entitlement to one hour of pay at the members' regular rate of pay for each thirty (30)
28 consecutive minute, uninterrupted, meal period that Defendants did not provide the Class

1 members to take; and (xi) the requirements for a wage statement to be compliant with Labor
2 Code § 226; (xii) the requirements for a written notice to be compliant with Labor Code §
3 2810.5.

4 10. Plaintiff is informed, believes, and thereon alleges that the claims of Plaintiff are
5 typical of the claims of the Class because: they encompass the same unlawful policies and
6 practices of Defendants; they arise out of the same alleges course of conduct by Defendants; are
7 based upon the same legal theories as the claims of the Class; and the legal issues raised under
8 the California state laws as a result of Defendants' conduct apply equally to Plaintiff and his
9 fellow members of the Class.

10 11. Plaintiff has no conflicts of interest with their fellow members of the Class and
11 will be able to fairly and adequately protect the interests of all members of the Class.

12 12. Plaintiff is informed, believes, and thereon alleges that Paul Denis and Ethan Rasi
13 of Denis & Rasi, PC, individually and collectively, are able to adequately represent the Class, as
14 class counsel, with respect to the claims advanced in this action.

15 13. The prosecution of separate actions by or against individual members of the Class
16 would create a risk of substantial prejudice because separate actions could result in the
17 imposition of incompatible standards of conduct on the party opposing class certification through
18 inconsistent judgments or varying adjudications. Further, adjudication with respect to individual
19 members of the Class could, as a practical matter, be dispositive of the interests of the other
20 members who are not parties to the adjudication and/or could substantially impair or impede
21 their ability to protect their interests.

22 14. Plaintiff is informed, believes, and thereon alleges that Defendants have acted and
23 refused to act on grounds generally applicable to all or substantially all of the members of the
24 Class.

25 15. The questions of law and fact common to the members of the Class predominate
26 over any questions affecting only individual members, and a class action is superior to other
27 available methods for the fair and efficient adjudication of the controversy in that members of
28 the Class have little or no interest in individually controlling the prosecution of separate actions;

1 Plaintiff is aware of no other litigation concerning the controversy already commenced by
2 members of the Class; it is desirable to concentrate the litigation of the claims in this court
3 because substantially all of Plaintiff's employment activities for which his claims arise took
4 place within the venue of the above-entitled court and Defendants otherwise conduct business in
5 this jurisdiction; and the action is manageable as a class action because, compared with any other
6 method, such as consolidation of individual actions, a class action is fairer and more efficient,
7 and avoids the potential for inconsistent findings of fact and/or application of law. Furthermore,
8 a class action would maximize judicial efficiency and minimize the inconvenience to both party
9 and non-party witnesses who would otherwise have to testify in a multitude of proceedings.

10 **FIRST CAUSE OF ACTION**

11 **(FAILURE TO PAY ALL EARNED WAGES)**

12 **(Against All Defendants)**

13 16. Plaintiff hereby re-alleges and incorporates by reference all facts and allegations
14 alleged in this complaint, as though fully set forth herein.

15 17. Pursuant to Labor Code §§ 1197-1198, and the Wage Order, Plaintiff and
16 members of the Class were not exempt managerial, administrative, or professional employees.

17 18. Plaintiff is informed, believes, and thereon alleges that Defendants unlawfully
18 failed to pay Plaintiff and other similarly situated members of the Class for all the time worked
19 as a result of Defendants' labor policies and practices, including, but not limited to: (a) failure to
20 compensate members overtime premium for all hours worked in excess of eight hours per day.

21 19. Plaintiff is informed, believes, and thereon alleges that Defendants unlawfully
22 failed and refused and continue to fail and refuse to pay compensation for all hours worked by
23 Plaintiff and the Class at their regular rate of pay.

24 20. As a result of Defendants' conduct, Plaintiff and other fellow members of the
25 Class are entitled to a recovery of damages for all unpaid wages at the proper rates of pay as
26 restitution from Defendants.

27 21. At all times pertinent hereto, California Labor Code § 1194 provided:
28 "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the

1 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
2 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
3 compensation, including interest thereon, reasonable attorney's fees, and costs of suit.”

4 22. At all times pertinent hereto, California Labor Code § 1194.2 provides for the
5 recovery of prejudgment interest in any action brought to recover the nonpayment of wages, at
6 the rate specified in Civil Code § 3289.

7 23. Plaintiff is informed, believes, and thereon alleges that Defendants, by and
8 through their respective corporate officers, directors, and managing agents, ordered, authorized,
9 approved, and/or ratified the conduct herein alleges with intent to deprive the Plaintiff and his
10 fellow members of the Class of monies to which they were and are entitled under California law,
11 so as to increase Defendants’ profits, notwithstanding clear statutory obligations, including those
12 which carry criminal penalties for noncompliance.

13 **SECOND CAUSE OF ACTION**

14 **(FAILURE TO PAY ALL EARNED OVERTIME WAGES)**

15 **(Against All Defendants)**

16 24. Plaintiff hereby re-alleges and incorporates by reference all facts and allegations
17 alleged in this complaint as though fully set forth herein.

18 25. Pursuant to Labor Code §§ 1197-1198, and the Wage Order, Plaintiff and his
19 fellow members of the Class were not exempt managerial, administrative, or professional
20 employees.

21 26. Plaintiff is informed, believes, and thereon alleges that for each day and week
22 within the applicable limitations period, during the course of their employment with Defendants,
23 Plaintiff and his fellow members of the Class performed work without being paid the required
24 overtime wage under California law, including, but not limited to, the Wage Order and Labor
25 Code § 1182.12.

26 27. Plaintiff is informed, believes, and thereon alleges that for each day and week
27 within the applicable limitations period, during the course of his employment with Defendants,
28 Plaintiff and his fellow members of the Class performed work in excess of eight hours per day,

1 forty hours per week, and/or the first eight hours of work on a seventh consecutive day as well as
2 double their regular rate of pay for work in excess of twelve hours per day or in excess of eight
3 hours on the seventh consecutive day of work, without being paid the required overtime wages
4 under California law, including, but not limited to, the Wage Order and Labor Code §§ 510, 512.

5 28. Plaintiff is informed, believes, and thereon alleges that for each day and week
6 within the applicable limitations period, during the course of his employment with Defendants,
7 Plaintiff and his fellow members of the Class performed work in excess of 16 hours per day,
8 forty hours per week, and/or forty-eight hours per week, without being paid the required
9 overtime and/or double time wages under California law, including, but not limited to, the Wage
10 Order and Labor Code §§ 510, 512.

11 29. Plaintiff is informed, believes, and thereon alleges that Defendants unlawfully
12 failed, refused and continue to fail and refuse to pay Plaintiff and his fellow members of the
13 Class one and one-half times their regular rate of pay for hours worked in excess of 8 hours in a
14 given day, 40 hours in a given seven day period, in addition to the first 8 hours of the seventh
15 consecutive day of work; as well as double their regular rate of pay for work in excess of twelve
16 hours per day, or in excess of eight hours on the seventh consecutive day of work.

17 30. Plaintiff is informed, believes, and thereon alleges that Defendants unlawfully
18 failed, refused and continue to fail and refuse to pay Plaintiff and his fellow members of the
19 Class one and one-half times their regular rate of pay for hours worked in excess of 40 hours in a
20 given seven day period; as well as double their regular rate of pay for work in excess of sixteen
21 (16) hours per day, or in excess of 48 eight hours in a given seven day period .

22 31. As a result of Defendants' conduct, Plaintiff and his fellow members of the Class
23 are entitled to a recovery of damages for all unpaid overtime wages at the proper rates of pay as
24 restitution from Defendants.

25 32. At all times pertinent hereto, California Labor Code § 1194 provided:
26 "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the
27 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
28

1 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
2 compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

3 33. At all times pertinent hereto, California Labor Code § 1194.2 provided for the
4 recovery of prejudgment interest in any action brought to recover the nonpayment of minimum
5 wages and overtime wages at the rate specified in Civil Code § 3289.

6 34. At all times pertinent hereto, Labor Code § 1194.3 provided for the recovery of
7 attorney's fees and costs in any action brought to recover the nonpayment of minimum or
8 overtime wages.

9 35. Plaintiff is informed, believes, and thereon alleges that Defendants, and each of
10 them, by and through their respective corporate officers, directors, and managing agents,
11 ordered, authorized, approved, or ratified the conduct herein alleges with the intent to deprive
12 Plaintiff and his fellow members of the Class of the minimum and overtime wages to which they
13 were entitled under California law so as to increase Defendants' profits, notwithstanding their
14 statutory obligations, including those which carry criminal penalties for noncompliance.

15 **THIRD CAUSE OF ACTION**

16 **(FAILURE TO PERMIT PAID 10 MINUTE REST PERIODS)**

17 **(Against All Defendants)**

18 36. Plaintiff hereby re-alleges and incorporates by reference all facts and allegations
19 alleged in this complaint as though fully set forth herein.

20 37. Pursuant to the terms of the applicable Wage Order, at no time relevant hereto
21 was Plaintiff or any fellow member of the Class properly classified as an exempt managerial,
22 administrative, or professional employee. Plaintiff is informed, believes, and thereon allege that
23 neither they nor any fellow member of the Class spent more than one-half of their time working
24 on managerial, administrative, or professional tasks during the relevant time periods.

25 38. Plaintiff is informed, believes, and thereon alleges that Defendants have
26 consistently and continuously promulgated and enforced policies and practices, each day and
27 week of each pay period within the applicable limitations period, under which Plaintiff and his
28 fellow members of the Class regularly worked shifts in excess of four hours without being

1 permitted the opportunity to take a paid rest period of at least ten (10) consecutive minutes,
2 uninterrupted, relieved of all job duties, and worked more than six (6) hours at a time without
3 being allowed a second paid ten (10) consecutive minute, uninterrupted, rest period, relieved of
4 all job duties.

5 39. Plaintiff is informed, believes, and thereon alleges that no member of the Class
6 has ever been paid their earned compensation for work performed by members of the Class
7 during the rest period to which they were entitled, yet not provided the opportunity to take, as
8 well as additional monies required under Labor Code § 226.7. Instead, Defendants have
9 unlawfully failed and refused and continue to fail and refuse to pay monies to Plaintiff and his
10 fellow members of the Class for labor performed during the rest periods which Defendants
11 refused to permit Plaintiff and his fellow members of the Class opportunity to take.

12 40. Plaintiff is informed, believes, and thereon alleges that Defendants, by and
13 through their respective corporate officers, directors, and managing agents, ordered, authorized,
14 approved, and/or ratified the conduct herein alleges with intent to deprive the Plaintiff and his
15 fellow members of the Class of the monies to which they were and are entitled under California
16 law, so as to increase Defendants' profits, notwithstanding clear statutory obligations, including
17 obligations which carry criminal penalties for noncompliance.

18 **FOURTH CAUSE OF ACTION**

19 **(FAILURE TO PROVIDE 30 MINUTE MEAL PERIODS)**

20 **(Against All Defendants)**

21 41. Plaintiff hereby re-alleges and incorporates by reference all facts and allegations
22 alleged in this complaint as though fully set forth herein.

23 42. Pursuant to the terms of the applicable Wage Order, at no time relevant hereto
24 were the Plaintiff or any fellow member of the Class properly classified as an exempt
25 managerial, administrative, or professional employee. Plaintiff is informed, believes, and
26 thereon alleges that neither Plaintiff nor fellow members of the Class member spent more than
27 one-half of their time working on managerial, administrative, or professional tasks during the
28 Class Period.

1 43. Plaintiff is informed, believes, and thereon alleges that during each day and week
2 of each pay period within the applicable limitations period, Defendants have consistently and
3 continuously promulgated and enforced policies and practices under which the Plaintiff and his
4 fellow members of the Class regularly worked more than five (5) hours at a time without being
5 permitted the opportunity to take a meal period of at least thirty (30) consecutive minutes,
6 uninterrupted, relieved of all job duties, and worked more than ten (10) hours at a time without
7 being allowed a second thirty (30) consecutive minute, uninterrupted, meal period, relieved of all
8 job duties.

9 44. The nature of the work performed by Plaintiff and his fellow members of the
10 Class did not prevent them from being relieved of all job duties.

11 45. Plaintiff is informed, believes, and thereon alleges that neither Plaintiff nor his
12 fellow members of the Class have ever been paid their earned compensation for work they
13 performed during the meal period to which they were entitled, yet not provided the opportunity
14 to take, as well as additional monies required under Labor Code § 226.7. Instead, Defendants
15 unlawfully failed, refused and continue to fail and refuse to pay monies to Plaintiff and the Class
16 for labor performed during the meal periods which Defendants refused to provide Plaintiff and
17 his fellow members of the Class the opportunity to take.

18 46. Plaintiff is informed, believes, and thereon alleges that Defendants, by and
19 through their respective corporate officers, directors, and managing agents, ordered, authorized,
20 approved, and/or ratified the conduct herein alleges with intent to deprive the Plaintiff and his
21 fellow members of the Class of monies to which they were and are entitled under California law,
22 so as to increase Defendants' profits, notwithstanding clear statutory obligations, including
23 obligations which carry criminal penalties for noncompliance.

24 **FIFTH CAUSE OF ACTION**

25 **(FAILURE TO TIMELY PAY ALL EARNED WAGES AND COMPENSATION)**

26 **(Against All Defendants)**

27 47. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth
28 in this Complaint as though fully set forth herein.

1 48. At all times pertinent hereto, California law, including, but not limited to, Labor
2 Code § 204 provided that all wages, other than those mentioned in Labor Code § 201, 202,
3 204.1, or 204.2, earned by any person in any employment, are due and payable twice during each
4 calendar month, on days designated in advance by the employer as the regular paydays. Labor
5 performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
6 between the 16th and the 26th day of the month during which the labor was performed, and labor
7 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
8 between the 1st and 10th day of the following month.

9 49. Plaintiff is informed, believes and thereon allege that Defendants failed to timely
10 tender Plaintiff and his fellow members of the Class all of their earned minimum and regular
11 wages, overtime wages, and Labor Code § 226.7 compensation, earned by Plaintiff and his
12 fellow members of the Class, in accordance with California law, including, but not limited to,
13 Labor Code § 204, such that labor performed between the 1st and 15th days, inclusive, of any
14 calendar month was not paid for between the 16th and the 26th day of the month during which
15 the labor was performed, and labor performed between the 16th and the last day, inclusive, of
16 any calendar month, was not paid for between the 1st and 10th day of the following month.

17 50. Plaintiff is informed, believes and thereon allege that as a consequence of
18 Defendants' failure to timely tender Plaintiff and his fellow members of the Class all of their
19 earned minimum and regular wages, overtime wages, and Labor Code § 226.7 compensation,
20 Plaintiff was deprived of the timely receipt of their earned wages and other compensation and, as
21 a result thereof, were deprived of the interest and monetary appreciation that would accrue on
22 said monies - financial growth which Defendants were afforded the opportunity to realize as a
23 consequence of their unlawful and unfair withholding of said wages and compensation earned
24 by, and due and owing, Plaintiff and his fellow members of the Class.

25 51. At all times pertinent hereto, California law, including, but not limited to, Labor
26 Code § 215 provided, "Any person, or the agent, manager, superintendent or officer thereof, who
27 violates any provision of Section 201.3, 204, 204b, 205, 207, 208, 209, or 212 is guilty of a
28

1 misdemeanor. Any failure to keep posted any notice required by Section 207 is prima facie
2 evidence of a violation of these sections.”

3 52. At all times pertinent hereto, California law, including, but not limited to, Labor
4 Code § 216 provided, “In addition to any other penalty imposed by this article, any person, or an
5 agent, manager, superintendent, or officer thereof is guilty of a misdemeanor, who: (a) Having
6 the ability to pay, willfully refuses to pay wages due and payable after demand has been made.
7 (b) Falsely denies the amount or validity thereof, or that the same is due, with intent to secure for
8 himself, their employer or other person, any discount upon such indebtedness, or with intent to
9 annoy, harass, oppress, hinder, delay, or defraud, the person to whom such indebtedness is due.”

10 53. Plaintiff is informed, believes, and thereon alleges that Defendants, and each of
11 them, by and through their respective corporate officers, directors, and managing agents,
12 ordered, authorized, approved, or ratified the conduct herein alleged with the intent to deprive
13 Plaintiff and fellow members of the Class of the wages to which they were entitled under
14 California law so as to increase Defendants' profits, regardless of their statutory obligations,
15 including those which carry criminal penalties for noncompliance.

16 **SIXTH CAUSE OF ACTION**

17 **(FAILURE TO PAY ALL EARNED WAGES AND**
18 **COMPENSATION UPON TERMINATION OF EMPLOYMENT)**
19 **(Against All Defendants)**

20 54. Plaintiff hereby re-alleges and incorporates by reference all facts and allegations
21 alleged in this complaint as though fully set forth herein.

22 55. At all times pertinent hereto, Labor Code § 201 provided that if an employer
23 discharges an employee, the wages earned and unpaid at the time of discharge are due and
24 payable immediately.

25 56. At all times pertinent hereto, Labor Code § 202 provided that if an employee not
26 having a written contract for a definite period quits their employment, their wages shall become
27 due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
28

1 previous notice of their intention to quit, in which case the employee is entitled to their wages at
2 the time of quitting.

3 57. Plaintiff is informed, believes, and thereon alleges that for each day and week of
4 each pay period within the applicable limitations period, Plaintiff and/or members of the Class's
5 employment relationship with Defendants were terminated without Defendants paying all wages,
6 and compensation due Plaintiff and their fellow members of the Class in the time period
7 prescribed by the Labor Code.

8 58. Plaintiff are informed, believes, and thereon allege that Plaintiff and his fellow
9 members of the Class have been available and ready to receive wages and compensation owed to
10 them.

11 59. Plaintiff are informed, believes, and thereon allege that Plaintiff and his fellow
12 members of the Class have not refused to receive any payment, nor have Plaintiff or his fellow
13 members of the Class been absent from their regular place of residence to receive the wages and
14 compensation due and owing them by Defendants.

15 60. Plaintiff is informed, believes, and thereon alleges that Defendants' failure to pay
16 Plaintiff and his fellow members of the Class their wages and compensation due and owing, as
17 set forth in detail herein, was willful; Defendants have knowingly refused to pay Plaintiff and his
18 fellow members of the Class all of the wages and compensation due and owing Plaintiff and his
19 fellow members of the Class.

20 61. At all times pertinent hereto, Labor Code § 203 provided that an employer who
21 willfully fails to pay, without abatement or reduction, in accordance with Labor §§ 201, 201.5,
22 202, and 205.5, any wages of an employee who is discharged or who quits, the daily wages of
23 the employee shall continue as a penalty from the due date thereof at the same daily rate until
24 paid or until an action therefore is commenced up to, but not more than thirty (30) days.

25 62. At all times pertinent hereto, Labor Code § 216 provided that in addition to any
26 other penalty imposed by the article, any person, or an agent, manager, superintendent, or officer
27 thereof is guilty of a misdemeanor, who: (a) Having the ability to pay, willfully refuses to pay
28 wages due and payable after demand has been made; (b) Falsely denies the amount or validity

1 thereof, or that the same is due, with intent to secure for himself, their employer or other person,
2 any discount upon such indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or
3 defraud, the person to whom such indebtedness is due.

4 63. At all times pertinent hereto, California law, including, but not limited to, Labor
5 Code § 1194, provided that for any action brought for the nonpayment of wages, fringe benefits,
6 or health and welfare or pension fund contributions, the court shall award reasonable attorney's
7 fees and costs to the prevailing party if any party to the action requests attorney's fees and costs
8 upon the initiation of the action.

9 64. At all times pertinent hereto, Labor Code § 1194.2 provided that in any action
10 brought for the nonpayment of wages, the court shall award interest on all due and unpaid wages
11 at the rate of interest specified in Civil Code § 3289(b), which shall accrue from the date that the
12 wages were due and payable.

13 65. Plaintiff is informed, believes, and thereon alleges that Defendants, by and
14 through their respective officers, directors, and managing agents, ordered, authorized, approved
15 and/or ratified the conduct herein alleges with intent to deprive the Plaintiff and his fellow
16 members of Class of the monies to which they were entitled under California law, so as to
17 increase Defendants' profits, regardless of their statutory obligations, including those which
18 carry criminal penalties for noncompliance.

19 **SEVENTH CAUSE OF ACTION**

20 **(FAILURE TO PROVIDE LAWFUL WAGE STATEMENTS)**

21 **(Against All Defendants)**

22 66. Plaintiff hereby re-alleges and incorporates by reference all facts and allegations
23 alleged in this complaint as though fully set forth herein.

24 67. At all times pertinent hereto, California Labor Code § 226 required Defendants, at
25 the time of each payment of wages, to furnish each of their employees, either as a detachable part
26 of the check, draft, or voucher paying the employee's wages, or separately when wages are paid
27 by personal check or cash, an itemized statement in writing showing: (1) gross wages earned, (2)
28 total hours worked by the employee, . . . (4) all deductions, provided, that all deductions made on

1 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
2 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
3 employee and their social security number, (8) the name and address of the legal entity that is the
4 employer, and (9) all applicable hourly rates in effect during the pay period and the
5 corresponding number of hours worked at each hourly rate by the employee.

6 68. Plaintiff is informed, believes, and thereon alleges that for each day and week of
7 each pay period within the applicable limitations period, Defendants failed to provide an
8 itemized statement in writing that complied with Labor Code § 226, including, but not limited to,
9 the following: failing to accurately record all earned overtime; failing to list the applicable hourly
10 rate in effect during the pay period and accurately record the corresponding number of hours
11 worked at each hourly rate by Plaintiff and his fellow members of the Class.

12 69. As a result of Defendants' failure, Plaintiff and his fellow members of the Class
13 are entitled to recover the greater of all actual damages or fifty dollars for the initial pay period in
14 which a violation occurred and one hundred dollars per for each violation in a subsequent pay
15 period, not exceeding an aggregate penalty of \$4,000, plus costs and reasonable attorney's fees
16 pursuant to California law, including, but not limited to, Labor Code § 226(e).

17 **EIGHTH CAUSE OF ACTION**

18 **(VIOLATION OF CALIFORNIA WAGE THEFT PREVENTION ACT)**

19 **(Against All Defendants)**

20 70. Plaintiff hereby re-alleges and incorporates by reference all facts and allegations
21 alleged in this complaint as though fully set forth herein.

22 71. At all times pertinent hereto, California's Wage Theft Prevention Act, codified in
23 part in California Labor Code § 2810.5, provided in pertinent part: (a) (1) At the time of hiring,
24 an employer shall provide to each employee a written notice, in the language the employer
25 normally uses to communicate employment-related information to the employee, containing the
26 following information: (A) The rate or rates of pay and basis thereof, whether paid by the hour,
27 shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as
28 applicable. (B) Allowances, if any, claimed as part of the minimum wage, including meal or

1 lodging allowances. (C) The regular payday designated by the employer in accordance with the
2 requirements of this code. (D) The name of the employer, including any “doing business as”
3 names used by the employer. (E) The physical address of the employer’s main office or principal
4 place of business, and a mailing address, if different. (F) The telephone number of the employer.
5 (G) The name, address, and telephone number of the employer’s workers’ compensation
6 insurance carrier. (H) That an employee: may accrue and use sick leave; has a right to request
7 and use accrued paid sick leave; may not be terminated or retaliated against for using or
8 requesting the use of accrued paid sick leave; and has the right to file a complaint against an
9 employer who retaliates. (I) Any other information the Labor Commissioner deems material and
10 necessary....(3) If the employer is a temporary services employer, as defined in Section 201.3,
11 the notice described in paragraph (1) must also include the name, the physical address of the
12 main office, the mailing address if different from the physical address of the main office, and the
13 telephone number of the legal entity for whom the employee will perform work, and any other
14 information the Labor Commissioner deems material and necessary. ... (b) An employer shall
15 notify their or their employees in writing of any changes to the information set forth in the notice
16 within seven calendar days after the time of the changes, unless one of the following applies:
17 (1) All changes are reflected on a timely wage statement furnished in accordance with Section
18 226. (2) Notice of all changes is provided in another writing required by law within seven days
19 of the changes.

20 72. Plaintiff is informed, believes and thereon allege that all times pertinent hereto,
21 Defendants were not security services companies licensed by the Department of Consumer
22 Affairs and that solely provided security services.

23 73. At all times pertinent hereto, neither Plaintiff nor his fellow members of the Class
24 were employees directly employed by the state or any political subdivision thereof, including any
25 city, county, city and county, or special district.

26 74. At all times pertinent hereto, neither Plaintiff nor his fellow members of the Class
27 were employees who were exempt from the payment of overtime wages by statute or the wage
28 orders of the Industrial Welfare Commission.

1 75. At all times pertinent hereto, neither Plaintiff nor his fellow members of the Class
2 were employees who were covered by a valid collective bargaining agreement which expressly
3 provided for the wages, hours of work, and working conditions of the employee, or an agreement
4 which provided premium wage rates for all overtime hours worked and a regular hourly rate of
5 pay of not less than 30 percent more than the state minimum wage.

6 76. Plaintiff is informed, believes and thereon allege that at no time during the Class
7 Period did Defendants provide either Plaintiff or his fellow members of the Class the written
8 notice required pursuant to the California's Wage Theft Prevention Act, codified in part in
9 California Labor Code § 2810.5.

10 **NINTH CAUSE OF ACTION**
11 **(UNFAIR BUSINESS PRACTICES)**
12 **(Against All Defendants)**

13 77. Plaintiff hereby re-alleges and incorporates by reference all facts and allegations
14 alleged in this complaint as though fully set forth herein.

15 78. Plaintiff is informed, believes, and thereon alleges that for each day and week of
16 each pay period within the applicable limitations period, Defendants reaped substantial unjust
17 revenue by, inter alia: (a) willfully refusing to pay Plaintiff and his fellow members of the Class
18 all of their earned wages and compensation, including overtime wages, by failing to compensate
19 Plaintiff and his fellow members of the class all legally required overtime premium for all
20 overtime hours worked; (b) not permitting Plaintiff and his fellow members of the Class to take
21 all of their statutorily entitled rest periods; (c) not providing Plaintiff and his fellow members of
22 the Class the opportunity to take all of their statutorily entitled meal periods; (d) failing to pay
23 Plaintiff and his fellow members of the Class one hour of compensation at their regular rate of
24 pay, for each earned rest period not permitted and/or each earned meal period not provided; (e)
25 not timely paying Plaintiff and his fellow members of the Class all of their earned wages and
26 compensation; (f) failing to furnish to Plaintiff and his fellow members of the Class accurate
27 Labor Code § 226 compliant wage statements; (g) not timely paying Plaintiff and his fellow
28 members of the Class all of their earned wages, compensation and benefits immediately at the

1 termination of their employment or within seventy-two hours of them quitting; and/or (h) not
2 providing Plaintiff and his fellow members of the Class a written notice in accordance with
3 Labor Code § 2810.5; and (j) failing to abide by other provisions of the California Labor Code
4 and Code of Regulations, including, without limitation, Labor Code §§ 90 et seq., 200 et seq.,
5 510, 512, 1194 and other sections, as well as the Wage Order.

6 79. Plaintiff is informed, believes, and thereon alleges that within four years of the
7 filing of this lawsuit, Defendants committed unfair and unlawful business acts including, but not
8 limited to, inter alia: (a) willfully refusing to pay Plaintiff and his fellow members of the Class
9 all of their earned wages and compensation, including overtime wages, failing to compensate
10 Plaintiff and his fellow members of the class all legally required overtime premium for all
11 overtime hours worked; (b) not permitting Plaintiff and his fellow members of the Class to take
12 all of their statutorily entitled rest periods; (c) not providing Plaintiff and his fellow members of
13 the Class the opportunity to take all of their statutorily entitled meal periods; (d) failing to pay
14 Plaintiff and his fellow members of the Class one hour of compensation at their regular rate of
15 pay, for each earned rest period not permitted and/or each earned meal period not provided; (e)
16 not timely paying Plaintiff and his fellow members of the Class all of their earned wages and
17 compensation; (f) failing to furnish to Plaintiff and his fellow members of the Class accurate
18 Labor Code § 226 compliant wage statements; (g) not timely paying Plaintiff and his fellow
19 members of the Class all of their earned wages, compensation and benefits immediately at the
20 termination of their employment or within seventy-two hours of them quitting; and/or (h) not
21 providing Plaintiff and his fellow members of the Class a written notice in accordance with
22 Labor Code § 2810.5; and (j) to abide by other provisions of the California Labor Code and Code
23 of Regulations, including, without limitation, Labor Code §§ 90 et seq., 200 et seq., 510, 512,
24 1194 and other sections, as well as the Wage Order. Such conduct by Defendants constitutes
25 unfair competition and unfair business practices, as such terms are described in Business and
26 Professions Code § 17200, et seq.

27 80. Pursuant to Business and Professions Code § 17203, the court is authorized to
28 make such orders or judgments as may be necessary to prevent the use or employment by any

1 such person or entity of any such practice which constitutes unfair competition or as may be
2 necessary to restore to any person in interest any money or property which may have been
3 acquired by means of such unfair competition.

4 81. Plaintiff is informed, believes, and thereon alleges that Defendants have violated
5 California labor law as detailed herein and, unless restrained and ordered to disgorge to Plaintiff
6 and his fellow members of the Class, as restitution, all ill-gotten revenue derived from
7 Defendants' unfair and unlawful business practices detailed herein, Defendants will continue to
8 violate Unfair Competition Law by engaging in the business practices violative of California
9 labor law as detailed hereinabove.

10 **TENTH CAUSE OF ACTION**
11 **(VIOLATION OF LABOR CODE §206.5)**
12 **(Against All Defendants)**

13 1. Plaintiffs hereby re-allege and incorporate by reference the allegations set forth in
14 this Complaint as though fully set forth herein.

15 2. At all times relevant hereto, California law, including, but not limited to, Labor
16 Code §206.5 provided in pertinent part: (a) An employer shall not require the execution of a
17 release of a claim or right on account of wages due, or to become due, or made as an advance on
18 wages to be earned, unless payment of those wages has been made. A release required or
19 executed in violation of the provisions of this section shall be null and void as between the
20 employer and the employee. Violation of this section by the employer is a misdemeanor. (b) For
21 purposes of this section, "execution of a release" includes requiring an employee, as a condition
22 of being paid, to execute a statement of the hours he or she worked during a pay period which
23 the employer knows to be false.

24 3. Plaintiff is informed and believes and thereon alleges that at all times pertinent
25 hereto Defendants had a uniform policy and practice to violate Labor Code §206.5 by, inter alia:
26 requiring Employees to execute a statement of the hours he or she worked during the pay period
27 which Defendants knew to be false. Said statement did not accurately denote all hours worked
28 by Plaintiff and fellow employees, including, but not limited to: artificially deducting, rounding
down, and/or not accurately recording, time from the hours worked by Plaintiff and fellow

1 employees despite the fact that they continued to work during said period so deducted and/or not
2 recorded; not recording all overtime and minimum wage hours worked; not recording off the-
3 clock hours, not properly recording reporting hours, standby hours; split-shift hours; not
4 recording rest period that Defendants' did not permit Plaintiffs and their fellow aggrieved
5 employees; not recording meal periods that Defendants did not provide Plaintiffs and their fellow
6 aggrieved employees; and deducting time for meal periods that were not provided Plaintiffs and
7 their fellow aggrieved employees.

8 4. As a consequence of Defendants violations of Labor Code §206.5, Plaintiffs and
9 their fellow aggrieved employees have been damaged as the false statements that Defendants
10 mandated Plaintiffs and their fellow aggrieved employees sign as a condition for receipt of their
11 paycheck did not accurately inform Plaintiffs and their fellow aggrieved employees as to the
12 proper amount of wages and compensation to which they were entitled. Further, Defendants paid
13 Plaintiffs and their fellow aggrieved employees based on the erroneous figures referenced in
14 Defendants' false statements and as such, Defendants failed to remit to Plaintiffs and their fellow
15 aggrieved employees all of their earned wages and compensation.

16 **PRAYER**

17 NOW, THEREFORE, Plaintiff, individually, and on behalf of his fellow members of the
18 Class, prays for judgment against Defendants, and each of them, as follows:

19 **ON THE FIRST CAUSE OF ACTION**

20 1. For all earned minimum and regular rate wages as restitution and compensatory
21 damages in an amount according to proof at the time of trial;

22 2. For penalties as authorized by statute including, but not limited to, the California
23 Labor Code;

24 3. For reasonable attorney's fees and costs under Labor Code §§ 1194, 1194, and as
25 otherwise permitted by statute;

26 4. For interest at the legal rate pursuant to Labor Code § 1194.2 and Civil Code §
27 3289, from the date of each applicable pay period; and

28 **ON THE SECOND CAUSE OF ACTION**

1 5. For all earned overtime wages as restitution and compensatory damages in an
2 amount according to proof at the time of trial;

3 6. For penalties as authorized by statute including, but not limited to, the California
4 Labor Code;

5 7. For reasonable attorney's fees and costs under the Labor Code, and as otherwise
6 permitted by statute;

7 8. For interest at the legal rate pursuant to Labor Code § 1194.2 and Civil Code §
8 3289, from the date of each applicable pay period; and

9 **ON THE THIRD CAUSE OF ACTION**

10 9. For restitution and compensatory damages according to proof at the time of trial;

11 10. For additional monies equal to one hour of pay for each member of the Class for
12 each work day within the statutory period of Labor Code § 226.7, in which such members
13 worked 3.5 hours without being permitted a paid ten (10) consecutive minute, uninterrupted, rest
14 period and/or worked 6 hours and not permitted a paid second ten (10) consecutive minute,
15 uninterrupted, rest period;

16 11. For interest at the legal rate pursuant to Labor Code § 1194.2 and Civil Code §
17 3289, from the date of each applicable pay period; and

18 **ON THE FOURTH CAUSE OF ACTION**

19 12. For additional monies equal to one hour of pay for each member of the Class for
20 each work day within the statutory period of Labor Code § 226.7, in which such members
21 worked five hours without being provided a thirty (30) consecutive, uninterrupted, meal period,
22 and/or worked ten hours without being provided a second thirty (30) consecutive minute,
23 uninterrupted, meal period;

24 13. For interest at the legal rate pursuant to Labor Code § 1194.2 and Civil Code
25 section 3289, from the date of each applicable pay period; and

26 **ON THE FIFTH CAUSE OF ACTION**

27 14. For penalties as authorized by statute including, but not limited to, the California
28 Labor Code;

1 15. For interest at the legal rate pursuant to Labor Code § 1194.2 and Civil Code §
2 3289, from the date of each applicable pay period; and

3 **ON THE SIXTH CAUSE OF ACTION**

4 16. For restitution and compensatory damages according to proof at the time of trial;

5 17. For the greater of actual damages sustained or penalties as authorized by statute
6 including, but not limited to, the California Labor Code;

7 18. For reasonable attorney's fees and costs under the Labor Code, and as otherwise
8 permitted by statute;

9 19. For interest at the legal rate pursuant to Civil Code § 3289, from the date of each
10 applicable pay period; and

11 **ON THE SEVENTH CAUSE OF ACTION**

12 20. For the greater of actual damages sustained or penalties as authorized by statute,
13 including, but not limited to, the California Labor Code; and

14 21. For reasonable attorney's fees and costs under the Labor Code, and as otherwise
15 permitted by statute; and

16 **ON THE EIGHTH CAUSE OF ACTION**

17 22. For penalties as authorized by statute including, but not limited to, the California
18 Labor Code; and

19 **ON THE NINTH CAUSE OF ACTION**

20 23. For an order compelling the Defendants to disgorge and pay over to Plaintiff and
21 the Class, as restitution, all revenue and savings resulting from their unfair business practices
22 imposed upon Plaintiff and the Class;

23 24. For reasonable attorney's fees under Code of Civil Procedure § 1021.5 and as
24 otherwise permitted by statute; and

25 **ON THE TENTH CAUSE OF ACTION**

26 25. For the greater of actual damages sustained or penalties as authorized by statute,
27 including, but not limited to, the California Labor Code; and
28

1 26. For reasonable attorney's fees and costs under the Labor Code, and as otherwise
2 permitted by statute; and

3 **ON ALL CAUSES OF ACTION**

4 27. For costs of suit incurred herein; and

5 28. For such other and further relief as the court deems just and proper.

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff, proposed Class Representative, ERIK ALVARADO, individually and on behalf of
8 all those similarly situated members of the Class, hereby demand trial by jury in this action.

9
10 **DENIS & RASI, PC**

11 Dated: March 31, 2021

12 By: 
Paul Denis

13 Attorneys for Plaintiff and putative
14 Class Representative, ERIK ALVARADO
15 individually, and on behalf of all others
16 similarly situated
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SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

UNITED SEAGULL FOODS, INC. dba GALLERIA FOODS WHOLESALE, ROWLAND HEIGHTS, a California Corporation; SAI CHANG, INC. dba GALLERIA FOODS WHOLESALE, LA, a California Corporation; HONG CHANG CORPORATION dba GALLERIA FOODS WHOLESALE, LA, a California Corporation; CHUN YING JIN, an individual; HAI HUA LI, an individual; and DOES 1 through 25, inclusive,

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

ERIK ALVARADO, individually, and on behalf of all other similarly situated;

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

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

APR 01 2021

Sherri R. Carter, Executive Officer/Clerk of Court

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 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT FOR THE STATE OF CALIFORNIA- COUNTY OF LOS ANGELES
Spring Street Courthouse: 312 North Spring Street Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

21 ST CV 12385

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):

Paul Denis, 38 Corporate Park, Irvine, California 92606 (714-242-4557)

DATE:

(Fecha)

APR 01 2021

Sherri R. Carter, Clerk

Clerk, by

(Secretario)

STEVEN OREWA

, 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)).

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 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Paul Denis (State Bar No. 279026) and David Alami (State Bar No. 314628) DENIS & RASI, PC 38 Corporate Park Irvine, California 92606 TELEPHONE NO.: (714) 242-4557 FAX NO.: (213) 443-9601 ATTORNEY FOR (Name): Plaintiff ERIK ALVARADO		FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles APR 01 2021 Sherri R. Carter, Executive Officer/Clerk of Court BY FAX	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 312 North Spring Street MAILING ADDRESS: 312 North Spring Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Spring Street Courthouse		CASE NUMBER: 21ST CV12385 JUDGE: DEPT:	
CASE NAME: Alvarado v. United Seagull Foods, Inc., et al.			
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)	

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)
---	--	--

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): 10 (ten)
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: March 31, 2021
 Paul Denis

(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

SHORT TITLE: ALVARADO V. UNITED SEAGULL FOODS, INC., ET AL.

CASE NUMBER **21 ST CV 12385**

BY FAX

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

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

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 04/01/2021 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>S. Drew</u> Deputy
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring 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: 21STCV12385

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓ William F. Highberger	10					

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

Sherri R. Carter, Executive Officer / Clerk of Court

on 04/01/2021
(Date)

By S. Drew, 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 – 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

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.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".

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

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(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)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR _____)

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(ATTORNEY FOR _____)

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(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;

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

SHORT TITLE:

CASE NUMBER:

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

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Date:

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Date:

(TYPE OR PRINT NAME)

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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)

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(ATTORNEY FOR _____)

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(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.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

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

The parties agree that:

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

SHORT TITLE:

CASE NUMBER:

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

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Date:

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Date:

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Date:

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Date:

(TYPE OR PRINT NAME)

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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)

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(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date:

JUDICIAL OFFICER



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

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

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

What is ADR?

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

Advantages of ADR

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

Disadvantages of ADR

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

Main Types of ADR:

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

Mediation may be appropriate when the parties

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

Mediation may not be appropriate when the parties

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

How to arrange mediation in Los Angeles County

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

a. The Civil Mediation Vendor Resource List

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

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

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

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

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

b. Los Angeles County Dispute Resolution Programs

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

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

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

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/C10047.aspx>

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

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