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Attorney for Plaintiff,
JOSE MARTINEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES-CENTRAL DISTRICT

JOSE MARTINEZ, an individual,

Plaintiff,

vs.

EXPRESSION IN WOOD, INC., a
California corporation; and DOES 1 through
100, inclusive,
Defendants.

Case No.: 21STCV00169

[Assigned for all Purposes to the Hon. Armen
Tamzarian, Department 52]

**SECOND AMENDED UNLIMITED
COMPLAINT FOR:**

- 1. ASSOCIATIONAL
DISCRIMINATION IN VIOLATION
OF FEHA; [Gov. Code § 12940 (a)]**
- 2. FEHA RETALIATION; [Gov. Code §
12940 (h)]**
- 3. FAILURE TO PREVENT
DISCRIMINATION AND
RETALIATION IN VIOLATION OF
FEHA; [Gov. Code §§ 12940 (j), (k)]**
- 4. FAILURE TO PROVIDE ACCURATE
AND ITEMIZED WAGE
STATEMENTS IN VIOLATION OF
LABOR CODE SECTION 226; AND**
- 5. DEFAMATION PER SE;**
- 6. CIVIL PENALTIES PURSUANT TO
LABOR CODE §2698, *et seq.***

DEMAND FOR JURY TRIAL

Plaintiff JOSE MARTINEZ, an individual, and on behalf of all aggrieved employees

1 alleges as follows:

2 **PARTIES, VENUE, AND JURISDICTION**

3 1. Plaintiff JOSE MARTINEZ (hereinafter to be referred to as “Plaintiff” or
4 “MARTINEZ”) is, and at all times herein mentioned was, an individual residing and domiciled in
5 the State of California, in the County of Los Angeles.

6 2. Defendant EXPRESSION IN WOOD, INC., is a California corporation duly licensed
7 to conduct business in the State of California. Plaintiff is unaware of the names and capacities of
8 those entity defendants sued as DOES 1 through 50 but will amend this complaint when that
9 information becomes known.

10 3. Plaintiff is unaware of the names and capacities of other individual defendants who
11 may have also engaged in unlawful discrimination/harassment or any of the violations alleged in
12 this action, hereby sued as DOES 53 through 100. Plaintiff will amend this complaint when that
13 information becomes known. Plaintiff hereby amends and substitutes DOES 51 and 52 and now
14 names them specifically as Nathan Covey and Darrell Covey respectively.

15 4. Plaintiff is ignorant of the true names and capacities of Corporate Defendants sued
16 herein as DOES 1 through 50, inclusive, and therefore sues these Defendants by such fictitious
17 names. Plaintiff is ignorant of the true names and capacities of individual Defendants sued herein
18 as DOES 51 through 100, inclusive, and therefore sues these Defendants by such fictitious names.
19 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.
20 Plaintiff is informed and believes, and thereon alleges that each of the fictitiously named
21 Defendants is responsible for the alleged occurrences and injuries to Plaintiffs. DOES 1 through
22 100, together with Defendant EXPRESSION IN WOOD, INC., shall hereinafter be referred to as
23 “Defendants” or “Defendant.”

24 5. The Court has subject matter jurisdiction because the potential amount of damages
25 and civil penalties are within the jurisdictional amounts of the Superior Court of California.

26 6. The Court has personal jurisdiction over the Defendants as they transact a
27 substantial portion of their business within the State of California. Corporate Defendants, and each
28 of them, have transacted extensive business in California related to the subject matter of this action.

1 7. Venue is proper under California Code of Civil Procedure Section 395 because one
2 or more of the Defendants can be found residing in the County of Los Angeles, or engaged in
3 wrongful acts related to the subject matter of this action, and otherwise conducted and are
4 conducting business in the County of Los Angeles. In addition, Defendants maintained and
5 administered records relevant to the unlawful practices alleged to have been committed.

6 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

7 8. Plaintiff exhausted his administrative remedies by timely filing a complaint with
8 the California Department of Fair Employment and Housing, and thereafter receiving a “right to
9 sue” notification on or about January 4, 2021.

10 **GENERAL ALLEGATIONS**

11 9. Plaintiff, Jose Martinez, worked for defendants for years.

12 10. Plaintiff was unlawfully terminated on pretextual grounds on or about 7/2/2020.

13 11. Plaintiff made complaints to supervisors on behalf of his brother’s need for
14 treatment for his back injury, who worked for Defendants, further engaging in protected activity.
15 Plaintiff’s brother, who is named
16 Julio Martinez, suffered a back injury at work. Plaintiff alleges on information and belief that there
17 were serious injuries related to discs in his back. These injuries to the back of Mr. Julio Martinez
18 caused excruciating pain and an inability to work on various occasions during their time of
19 employment with Defendant. In fact, Plaintiff had to inform Defendant's supervisors as well as
20 Nathan Covey, who Plaintiff alleges on information and belief, to be the president of the company,
21 that his brother was absent from work due to back pain and because he was injured and could not
22 lift himself out of bed at all. Mr. Covey and supervisors for Defendant perceived and/or knew that
23 there was something seriously wrong with Plaintiff's brother and that the injuries rose to the level
24 of a disability as Plaintiff made it clear that he could not get out of bed, and thus, had to miss work.
25 This disability impacted Plaintiff's brother's ability to engage in work, or anything at all as he was
26 limited to his bed due to pain and discomfort. Plaintiff told them that his brother needed to be sent
27 to the doctor and that he needed to be examined. In response, Defendant never provided medical
28 treatment or assisted Plaintiff's brother in obtaining necessary treatment prior to Plaintiff and his

1 brother's termination. On information and belief, Plaintiff alleges that Defendant had a company
2 policy, and denied his brother the benefit of both the law and their company policy in treating and
3 providing medical care to injured workers of the company. Even if Defendant did not have such a
4 policy, Defendants were required to have such a policy or procedure and thus failed to provide or
5 pay for necessary treatment of Plaintiff's brother prior to his termination in order to avoid having
6 to pay associated expenses with medical treatment required by law, and due to the fact that they
7 knew and believed that Plaintiff's brother was disabled and had a back injury that would cause
8 unwanted expense to the company. On a previous occasion, Mr. Covey himself stopped Plaintiff's
9 brother from lifting what he perceived to be something heavy, telling Plaintiff that his brother
10 could not lift that because he had a back injury. Notwithstanding, Mr. Covey still did not provide
11 medical treatment or cause for it to be provided to Plaintiff's brother prior to his termination.
12 Instead, Defendant unlawfully terminated the brothers' employment with the company. Defendant
13 terminated Plaintiff's employment as well as his brother's in order to avoid having to pay for
14 medical treatment to Plaintiff's brother, to avoid having to provide reasonable accommodation,
15 including but not limited to necessary medical leave or leave in the form of accomodation for
16 treatment for his brother, work modifications and related costs, related costs of extra help in order
17 to accommodate Plaintiff's brother including but not limited to diverting resources such as workers
18 such as Plaintiff to provide accommodation in activities such as lifting, and the fear or anticipated
19 concern that Plaintiff would continue to advocate for treatment of his brother, which in turn would
20 lead to higher costs for the company, costs for medical treatment, constitute a distraction from
21 work, and possibly lead to other lawful complaints that could only cause unwanted costs to the
22 company. Defendant also terminated Plaintiff's employment in retaliation for his opposition to
23 Defendant's denial of benefits and privileges of his brother's employment due to him being
24 disabled, that is Plaintiff brother's actual and perceived entitlement to medical treatment due to his
25 work-related back injury that constituted a disability, and need for actual and/or perceived
26 accommodation. Plaintiff made it clear that Defendant needed to have his brother examined and
27 that he needed to be sent to a doctor. Defendant, rather than do so, did not provide the requested
28 treatment or examination, which constituted reasonable accommodation and perceived reasonable

1 accommodation as it relates to actual medical treatment, and the resulting need or perceived need
2 for reasonable accommodation in the form of medical leave, job modifications, or job restrictions
3 that could potentially follow the requested medical treatment. Defendant would change the topic
4 of conversation instead of agreeing to send Plaintiff's brother to the doctor or actually sending him
5 for treatment and examination. This was done so because Defendant knew and/or perceived
6 Plaintiff's brother to be disabled, and that in providing him what was required by law including
7 but not limited to actual and/or potential accommodation as well as medical treatment, would
8 ultimately lead to inconvenience and higher costs to the company as a result of having to provide
9 medical treatment and any necessary, resulting accommodation, which Defendant should have
10 expected.

11 12. False allegations were made that plaintiff was involved in a fight and/or it was
12 insinuated that he was involved as a combatant in a fight, when in reality he was trying to prevent
13 a fight.

14 13. Prior to this litigation, plaintiff requested his personnel records, wage statements,
15 and payment related records. Not all of the requested documents were provided in a timely fashion.

16 14. Plaintiff has been provided with wage statements that contain inaccurate
17 information, including, but not limited to gross wages earned, net wages earned, hours worked,
18 and applicable hourly rates.

19 **FIRST CAUSE OF ACTION:**

20 **ASSOCIATIONAL DISCRIMINATION IN VIOLATION OF FEHA [GOV. CODE §**

21 **12940(a)]**

22 **(As Against Defendant EXPRESSION IN WOOD, INC. and Does 1-50)**

23 15. Plaintiff repeats and replead all allegations contained in paragraphs 1 through
24 14, inclusive, above, as though fully set forth in this cause of action.

25 16. At all relevant times herein, Plaintiff was an individual and was the brother of
26 an employee with disabilities and/or disabilities as defined by the FEHA.

27 17. At all relevant times, Plaintiff was perceived and/or known by Defendants, and
28 each of them, as being the brother of an employee having a disability and/or disabilities as

1 defined by the FEHA.

2 18. The FEHA prohibits an employer from taking adverse employment actions
3 against an individual associated with or as a family member of a protected individual based on
4 the protected individual's disability and/or disabilities. Adverse employment actions include,
5 without limitation, discharging from employment, refusing to hire, and discriminating in
6 compensation, terms and conditions or privileges of employment. [Gov. Code § 12940(a),
7 (c).] The FEHA extends these protections to individuals associated with individuals in
8 protected classes. Plaintiff was such an individual, and Defendants terminated Plaintiff for his
9 association with his brother. In an effort to avoid having to provide reasonable
10 accommodation and save costs, and due to their association as it relates to each other,
11 Defendants terminated Plaintiff.

12 19. Defendants ended Plaintiff's employment due his association with his brother
13 who known to be suffering or was perceived to be suffering from disabilities in violation of
14 the FEHA. Plaintiff's respective association was a substantial motivating reason for
15 Defendant's decision to end his employment. The termination of Plaintiff's employment was
16 a substantial factor in causing Plaintiff's harm. That as a proximate result of the acts of
17 Defendants, and each of them, as described above, Plaintiff has suffered and will continue to
18 suffer economic damages, including lost wages, lost benefits, loss of promotional opportunity,
19 and other compensatory damages in an amount to be ascertained at the time of trial.

20 20. That as a proximate result of the acts of Defendants, and each of them, Plaintiff
21 suffered and continues to suffer humiliation, emotional, mental and physical distress, anxiety,
22 nervousness, stress and have been generally damaged in an amount to be ascertained at the
23 time of trial.

24 21. That as a direct and proximate result of the conduct of Defendants, and each of
25 them, Plaintiff was forced to incur substantial costs and attorney's fees; that under Gov. Code
26 § 12965(b), Plaintiff is entitled to recover reasonable attorney's fees according to proof at the
27 time of trial.

28 22. That the acts of Defendants, and each of them, which were carried out by

1 managing agents, were intentional, willful and malicious and done in conscious disregard of
2 Plaintiff's rights, safety and well-being and with the intent to vex, injure and annoy Plaintiff,
3 as such Plaintiff requests that exemplary and punitive damages be assessed against each of
4 these defendants in an amount sufficient to punish said DEFENDANTS and to deter others
5 from engaging in similar conduct.

6 **SECOND CAUSE OF ACTION:**

7 **FEHA RETALIATION; [Gov. Code § 12940 (h)]**

8 (As Against Defendant EXPRESSION IN WOOD, INC. and Does 1-50)

9 23. Plaintiff repeats and replead all allegations contained in paragraphs 1 through
10 22, inclusive, above, as though fully set forth in this cause of action.

11 24. Plaintiff's engagement in protected activity as well as his protests were a
12 substantial motivating reason for Defendant's decision to terminate Plaintiff's employment.

13 25. That as a proximate result of the acts of Defendants, and each of them, as
14 described above, Plaintiff has suffered and will continue to suffer economic damages, including
15 lost wages, lost benefits, loss of promotional opportunity, and other compensatory damages in
16 an amount to be ascertained at the time of trial.

17 26. That as a proximate result of the acts of Defendants, and each of them, Plaintiff
18 suffered and continues to suffer humiliation, emotional, mental and physical distress, anxiety,
19 nervousness, stress and has been generally damaged in an amount to be ascertained at the time
20 of trial.

21 27. That as a direct and proximate result of the conduct of Defendants, and each of
22 them, Plaintiff was forced to incur substantial costs and attorney's fees; that under Gov. Code §
23 12965(b), Plaintiff is entitled to recover reasonable attorney's fees according to proof at the
24 time of trial.

25 28. That the acts of Defendants, and each of them, which were carried out by
26 managing agents, were intentional, willful and malicious and done in conscious disregard of
27 Plaintiff's rights, safety and well-being and with the intent to vex, injure and annoy Plaintiff, as
28 such Plaintiff requests that exemplary and punitive damages be assessed against each of these

1 defendants in an amount sufficient to punish said Defendants and to deter others from engaging
2 in similar conduct.

3 **THIRD CAUSE OF ACTION:**

4 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND**
5 **RETALIATION IN VIOLATION OF FEHA; [Gov. Code §§ 12940 (j), (k)]**

6 (As Against Defendant EXPRESSION IN WOOD, INC. and Does 1-50)

7 29. Plaintiff repeats and repleads all allegations contained in paragraphs 1 through
8 28, inclusive, above, as though fully set forth in this cause of action, and further alleges:

9 30. At all times herein mentioned, Government Code section 12940 et seq. were in
10 full force and effect and were binding on Defendants and Does 1-50, inclusive, because
11 employers have an affirmative duty to take immediate and appropriate corrective action to end
12 harassment, discrimination and retaliation and take all reasonable steps necessary to prevent
13 discrimination and retaliation from occurring. (Government Code §§ 12940(j) and (k)) At all
14 times mentioned herein, Defendants, and each of them, and/or their agents/employees, failed
15 to take immediate and appropriate corrective action to end discrimination and retaliation and
16 also failed to take all reasonable steps necessary to prevent discrimination and retaliation from
17 occurring.

18 31. In failing to take immediate and appropriate corrective action to end
19 discrimination and retaliation, and in failing and/or refusing to take all reasonable steps
20 necessary to prevent discrimination and retaliation from occurring, Defendants, and each of
21 them, violated California Government Code sections 12940(j) and (k).

22 32. That as a proximate result of the acts of Defendants, and each of them, as
23 described above, Plaintiff has suffered and will continue to suffer economic damages,
24 including lost wages, lost benefits, loss of promotional opportunity, and other compensatory
25 damages in an amount to be ascertained at the time of trial.

26 33. That as a proximate result of the acts of Defendants, and each of them, Plaintiff
27 suffered and continues to suffer humiliation, emotional, mental and physical distress, anxiety,
28 nervousness, stress and has been generally damaged in an amount to be ascertained at the time

1 of trial.

2 34. That as a direct and proximate result of the conduct of Defendants, and each of
3 them, Plaintiff was forced to incur substantial costs and attorney's fees; that under Gov. Code
4 § 12965(b), Plaintiff is entitled to recover reasonable attorney's fees according to proof at the
5 time of trial.

6 35. That the acts of Defendants, and each of them, which were carried out by
7 managing agents, were intentional, willful and malicious and done in conscious disregard of
8 Plaintiff's rights, safety and well-being and with the intent to vex, injure and annoy Plaintiff,
9 as such Plaintiff requests that exemplary and punitive damages be assessed against each of
10 these defendants in an amount sufficient to punish said Defendants and to deter others from
11 engaging in similar conduct.

12 **FOURTH CAUSE OF ACTION:**

13 **FAILURE TO PROVIDE ACCURATE AND ITEMIZED WAGE**

14 **STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**

15 **(As Against Defendant EXPRESSION IN WOOD, INC. and Does 1-50)**

16 36. The allegations set forth in paragraphs 1 through 35 of this Complaint are re-
17 alleged and incorporated herein by reference.

18 37. At all times relevant to this Complaint, Plaintiff was a non-exempt employee
19 of Defendants, covered by California Labor Code section 226.

20 38. Pursuant to California Labor Code section 226, subdivision (a), Plaintiff was
21 entitled to receive, semimonthly or at the time of each payment of wages, an itemized wage
22 statement accurately stating the following:

23 (1) gross wages earned, (2) total hours worked by the employee, except for
24 any employee whose compensation is solely based on a salary and who is exempt
25 from payment of overtime under subdivision (a) of Section 515 or any applicable
26 order of the Industrial Welfare Commission, (3) the number of piece-rate units
27 earned and any applicable piece rate if the employee is paid on a piece-rate basis,
28 (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 his or her social security number, except that by January 1, 2008,

1 only the last four digits of his or her social security number or an employee
2 identification number other than a social security number may be shown on the
3 itemized statement, (8) the name and address of the legal entity that is the employer,
4 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 39. Defendants provided its non-exempt employees with inaccurate, incomplete, and
7 itemized wage statements in violation of California Labor Code section 226. Defendants simply
8 failed provide all of the required accurate and itemized wage statement, missing items such as #1,
9 #2, #5, #9 in at least some of his paystubs.

10 40. Defendants' failure to provide Plaintiff with accurate wage statements was knowing
11 and intentional. Defendants had the ability to provide Plaintiff with accurate wage statements but
12 intentionally failed to provide them. On or about and approximately August 25, 2020, Plaintiff
13 requested the wage statement information, which pursuant to Section 226, should have been
14 provided within twenty-one days. This, however, was not provided in a timely fashion, and as
15 such, Plaintiff is also seeking injunctive relief, as well as attorney's fees and costs.

16 41. As a result of Defendants' unlawful conduct, Plaintiff has suffered injury. The
17 absence of accurate information on their checks have prevented earlier challenges to Defendants'
18 unlawful pay practices, will require discovery and mathematical computations to determine the
19 accuracy of wage statements and potentially any money owed, and will cause difficulty and
20 expense in attempting to reconstruct time and pay records. As a result, Plaintiff is required to
21 participate in this lawsuit and create more difficulty and expense for Plaintiff from having to
22 reconstruct time and pay records than if Defendants had complied with their legal obligations.

23 42. Pursuant to California Labor Code section 226(e), Plaintiff is entitled to recover
24 fifty dollars for the initial pay period in which a Section 226 violation occurred and one hundred
25 dollars per employee per violation for each subsequent pay period, not to exceed an aggregate
26 penalty of four thousand dollars per employee.

27 43. Pursuant to California Labor Code Section 226(h), Plaintiff is entitled to bring an
28 action for injunctive relief to ensure Defendants' compliance with California Labor Code section
226. Injunctive relief is warranted because, on information and belief, Plaintiff alleges that
Defendants continue to fail to provide current employees with actual, code-compliant wage

1 statements in violation of California Labor Code section 226(a), and currently employ workers
2 who have no adequate legal remedy for the continuing injuries that will be suffered as a result of
3 Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available for ensuring
4 Defendants' compliance with California Labor Code section 226(a). It is also needed to ensure the
5 prompt production of demanded records pursuant to Labor Code Section 226.

6 44. Pursuant to California Labor Code sections 226(e)(f) and 226(h), Plaintiff is
7 entitled to recover the full amount of penalties due under Section 226(e), reasonable attorneys'
8 fees, and costs of suit.

9 **FIFTH CAUSE OF ACTION:**

10 **DEFAMATION PER SE**

11 **(As Against Defendant EXPRESSION IN WOOD, INC. and Does 53-100)**

12 45. The allegations set forth in paragraphs 1 through 44 of this Complaint are re-
13 alleged and incorporated herein by reference.

14 46. Plaintiff is informed and believes Defendants and DOES 53-100, conspired to, and
15 in fact, did negligently, recklessly and intentionally caused excessive and unsolicited internal and
16 external publications of defamation, or and concerning, Plaintiff. These false and defamatory
17 statements (in violation of Civil Code §§ 45 and 46(3)(5)) include but are not limited to express
18 and implied accusations that Plaintiff engaged in combat and/or or was insinuated to be involved
19 in a fight as in a combative nature in a dispute that violated company policy. These statement and
20 similar statements published by Defendants expressly and impliedly assert that Plaintiff is violent,
21 engaged in actual and/or potential criminal acts, not a good employee, and lacks integrity or
22 professionalism.

23 47. None of Defendants' defamatory publications against Plaintiff referenced above are
24 true. However, even if they were technically true, the defamatory publications tend to paint
25 Plaintiff in a false light.

26 48. The above defamatory statements were understood as assertions of fact, and not as
27 opinion.

28 49. While the precise dates of these publications are not known to Plaintiff, Plaintiff

1 understood such misrepresentations, lies, and distortions of truth to directly lead to discipline,
2 including but not limited to his ultimate termination.

3 50. These publications were outrageous, negligent, reckless, intentional, and
4 maliciously published and republished by Defendants and DOES 1-100. Plaintiff is informed and
5 believes that these publications were made to justify Plaintiff's wrongful and illegal termination.

6 51. Upon information and belief, the statements were made by individuals and agents
7 for Defendants and each of them in the course and scope of employment. The third person/s to
8 whom these Defendants published this defamation against Plaintiff include, but are not limited to,
9 other agents and employees of Defendants, and the community, all of whom are known to
10 Defendants but unknown to Plaintiff at this time.

11 52. The defamatory publications consisted of oral and written, knowingly false and
12 unprivileged communications, tending to directly injure Plaintiff and Plaintiff's reputation and
13 which tend directly to injure Plaintiff in his occupation, including but not limited to comments
14 made about Plaintiff's performance or work acts.

15 53. Each of these false defamatory per se publication/s were negligently and
16 intentionally published in a manner equaling malice and abuse of any alleged conditional privilege
17 (which Plaintiff denies existed), since the publications, and each of them, were made with hatred,
18 ill will, and an intent to vex, harass, annoy, and injure Plaintiff in order to justify the illegal and
19 cruel actions of Defendants, and each of them, to cause further damage to Plaintiff's reputation.

20 54. Each of these publications by Defendants was made with knowledge that no
21 investigation supported the unsubstantiated and obviously false statements and despite knowing
22 that the statements were false.

23 55. Plaintiff is informed, believes and fears that these false and defamatory per se
24 statements will continue to be published by Defendants and will be foreseeably republished by
25 their recipients, all to the ongoing harm and injury to Plaintiff's business, profession, and personal
26 reputation. Thus, Plaintiff seeks damages for these publications and all foreseeable republications
27 discovered up to the time of trial, including his own compelled self-publication of these defamatory
28 statements.

56. That as a proximate result of the acts of Defendants, and each of them, as described above, Plaintiff has suffered and will continue to suffer economic damages, including lost wages, lost benefits, loss of promotional opportunity, and other compensatory damages in an amount to be ascertained at the time of trial.

57. That as a proximate result of the acts of Defendants, and each of them, Plaintiff suffered and continues to suffer humiliation, emotional, mental and physical distress, anxiety, nervousness, stress and has been generally damaged in an amount to be ascertained at the time of trial.

58. That the above-described acts of Defendants and each of them, were willful, intentional, and carried on in conscious disregard of the rights and safety of Plaintiff. Upon information and belief, Defendants' above-mentioned statements were motivated by ill-will toward Plaintiff, intending to injure Plaintiff in his occupation. Moreover, Defendants, and each of them, did not believe the statements were true at the time they uttered the defamatory remarks. As such, in committing the above-described acts, Defendants acted with malice and with the intent to vex, injure and annoy Plaintiff, thereby warranting the imposition of exemplary and punitive damages in an amount sufficient to punish said Defendants and to deter others from engaging in similar conduct pursuant to California Civil Code §3294.

SIXTH CAUSE OF ACTION FOR CIVIL PENALTIES FOR LABOR CODE
VIOLATIONS PURSUANT TO THE PRIVATE ATTORNEYS GENERAL
ACT OF 2004

(California Labor Code §§2698 et seq.)

(By Plaintiff, on behalf of himself and all aggrieved employees, against All
Defendants and DOES 53 through 100)

59. Plaintiffs incorporate paragraphs 1 through 58 of this complaint as if fully alleged herein. During the the statute of limitations' period preceding the filing of the initial complaint in this action, Plaintiff alleges on behalf of himself **and** all others—on information and belief—that Defendants violated Labor Code sections 201, 202, 203, 204, 210, 216, 225.5, 226, 226.3, 226.6, 256, 510, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1198, as well as 1199, and all applicable

1 Wage Orders, including but not limited to Order nos. 1, 2, 4, 7, 16, and 17. As to Nathan Covey
2 and Darrell Covey, Plaintiff only seeks civil PAGA penalties for only the following statutory
3 violations as to them: Labor Code Sections 558 and 558.1. Plaintiff reserves any and all rights to
4 later amend in order to do in other individuals in the future after further discovery. Plaintiff
5 requests that Defendants put any doe defendants on notice of their potential inclusion in the
6 future as to the lawsuit. These violations subject Employer to civil penalties as set forth in (1) the
7 foregoing statutes, or (2) as set forth in the default penalties provisions of Labor Code Section
8 2699. Plaintiff did everything necessary to exhaust his administrative remedies as required by the
9 PAGA statute commencing on or about March 11, 2021, never hearing from the LWDA or
10 Defendants prior to the expiratio of the required sixty-five day period, and as such, he exhausted
11 all of his administrative remedies as required by the PAGA statute. He also seeks PAGA civil
12 penalties and all PAGA relief on the above statutory violations as to himself and as to all other
13 aggrieved employees, and on behalf of the LWDA during the applicable statute of limitations'
14 period. A brief summary of the facts supporting the claims follow below.

15 60. Defendants have failed, and continues to fail, to keep the required time records.
16 Defendants, for example, never maintained accurate time records of when Plaintiff performed
17 work. Defendants did not maintain accurate and complete records of Plaintiff's actual daily and
18 weekly earned wages, including but not limited to overtime wages, during the statute of
19 limitations' period. In addition, Defendants failed to keep accurate daily and weekly records of
20 Plaintiff's earnings for each pay period that he worked. During the statute of limitations' period,
21 Plaintiff's supervisors, including but not limited to Nathan Covey, would require Complainant to
22 perform off-the-clock work, wherein he would be paid cash instead, in a manner so as to avoid
23 the payment of overtime for daily overtime worked by Plaintiff in excess of eight hours—
24 meaning that Plaintiff, was required to perform work in excess of eight daily hours but was only
25 paid at his regular rate in cash. Plaintiff also alleges on information and belief that other
26 aggrieved employees were subjected to these same unlawful practices. Darrell Covey, another
27 corporate officer, had the power to stop such practices, but in fact, also caused and/or permitted
28 them, causing the violations alleged herein. Defendants further violated California's overtime

1 laws by, among other things, failing to correctly calculate and/or record proper overtime rates for
2 all overtime worked. Based on Plaintiff's regular work schedule, Plaintiff worked a significant
3 amount of overtime during the statutory time period,
4 including several daily shifts in excess of eight hours, and possibly several weeks in excess of a
5 forty hour workweek. However, Defendants failed to properly calculate overtime premiums
6 based on all earnings earned for that week, and failed to pay such overtime premiums for all
7 overtime work performed such as but not limited to all daily work in excess of eight hours, and
8 possibly forty hours in a workweek as a result of its required unlawful off-the-clock work
9 (wherein Plaintiff would be paid cash). Plaintiff alleges that this occurred to other aggrieved
10 employees as well. As a result of these failures, Defendants owe waiting time penalties to
11 terminated and/or employees who have resigned as they were never fully paid as Plaintiff alleges
12 on information and belief. Further, as a result of the off-the-clock work, in addition to simply
13 failing to keep the required records' of information, Defendants failed to provide accurate and
14 itemized wage statements that reflected all of the required information, in accurate fashion, as to
15 several categories of section (a) of Labor Code Section 226, including but not limited to: 1) gross
16 wages earned; 2) net wages earned; 3) total hours worked; and 4) and all applicable hourly rates
17 in effect during the time period, and the respective hours worked at said time periods. This also
18 caused violations of Labor Code Sections 226, 226(a), 226.3, 226.6, in addition to Labor Code
19 Sections 1174, 1174.5, and 1199. Plaintiff alleges that this occurred to other aggrieved
20 employees as well. Despite having the ability to pay, this intentional failure to properly pay
21 wages and refusal to provide the legal wages also results in derivative violations of the
22 aforementioned statutes, including but not limited to timeliness of payment, actual payment of
23 what should have been paid, amongst other violations.

24 61. As described throughout this complaint, and as the violations are described and
25 flow from both the allegations in this complaint and/or the aforementioned statutes,
26 Defendants thus violated all of the aforementioned labor code violations. These violations
27 subject Employer and individuals to civil penalties as set forth in (1) the foregoing statutes to
28 the extent that they are specified and contained therein, which Plaintiff will be seeking on his

1 own behalf and on the behalf of all aggrieved employees; or to (2) other PAGA relief. To the
2 extent that that the statutes do not provide for PAGA civil penalties or PAGA available
3 relief, then Plaintiff will seek the default PAGA penalties for each of the preceding statutory
4 violations in accordance with Labor Code Section 2699(f) for himself and for all aggrieved
5 employees, as well as the LWDA.

6 62. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
7 reasonable attorney's fees and costs in connection with his claims for civil penalties.

8 **WHEREFORE**, Plaintiff prays for judgment as against Defendants, and each
9 of them, as follows:

10 **AS TO ALL CAUSES OF ACTION:**

- 11 1. For general damages *and* statutory penalties against All Defendants in the amount
12 of \$1,000,000.00, or according to proof;
- 13 2. For special damages against Defendants according to proof;
- 14 3. For costs of suit incurred herein;
- 15 4. For pre-judgment and post-judgment interest; and
- 16 5. For such other and further relief as the court deems just and proper.

17 **ON THE FIRST, SECOND, AND THIRD CAUSES OF ACTION**

18 **(As Against Defendant EXPRESSION IN WOOD, INC. and DOES 1-50)**

- 19 1. For reasonable attorney's fees according to proof; and
- 20 2. For declaratory and injunctive relief.

21 **ON THE FIFTH CAUSE OF ACTION**

22 **(As Against Defendant EXPRESSION IN WOOD, INC. and DOES 1-50 and 53-100)**

- 23 1. For declaratory and injunctive relief.

24 **ON THE FOURTH CAUSE OF ACTION**

25 **(As Against Defendant EXPRESSION IN WOOD, INC. and DOES 1-50)**

- 26 1. For reasonable attorney's fees according to proof; and
- 27 2. For declaratory and injunctive relief.

1 **ON THE SIXTH CAUSE OF ACTION**

2 **(As Against All Defendants and DOES 53-100)**

- 3 1. For reasonable attorney's fees according to proof; and
4 2. For PAGA civil penalties to the full extent permitted by law.

5 Dated: June 10, 2021

LAW OFFICE OF ALFREDO NAVA JR.

6
7 By: 

ALFREDO NAVA
Attorney for Plaintiff,
JOSE MARTINEZ

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands a trial by jury of the causes of action and claims asserted herein.

12
13 Dated: June 10, 2021

LAW OFFICE OF ALFREDO NAVA JR., APC

14
15 By: 

ALFREDO NAVA
Attorney for Plaintiff,
JOSE MARTINEZ

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Alfredo Nava, Esq. SBN 282698 Law Office of Alfredo Nava Jr., APC 3500 West Beverly Blvd. Montebello, CA 90640 TELEPHONE NO.: 3237251151 FAX NO.: 855-777-0925 ATTORNEY FOR (Name): Jose Martinez		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: Same CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Central-stanley mosk		
CASE NAME: Martinez vs. Express in Wood, 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)
		CASE NUMBER: 21STCV00169 JUDGE: DEPT:

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

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

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☒ Wrongful termination (36) ☐ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Three feha causes of action, defamation, and wage statement coa
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: 1/4/2021

Alfredo Nava, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SHORT TITLE: Martinez vs. Expression In Wood, Inc.	CASE NUMBER
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

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

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|---|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
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 ☐ A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) ☐ A7270 Intentional Infliction of Emotional Distress ☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11

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

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

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

REASON: ☒ 1. ☒ 2. ☒ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11.			ADDRESS: 1071 N. CHESTER AVE
CITY: Pasadena	STATE: CA	ZIP CODE: 91104	

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

Dated: 1/4/2021



(SIGNATURE OF ATTORNEY/FILING PARTY)

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

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

Clear

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

1 Alfredo Nava, Esq. (SBN 282698)
2 **LAW OFFICE OF ALFREDO NAVA JR., APC**
3 3500 West Beverly Blvd.
4 Montebello, CA 90640
5 Telephone: (323) 725-1151
6 Facsimile: (855) 777-0925

7 Attorney for Plaintiff,
8 JOSE MARTINEZ

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES-CENTRAL DISTRICT**

11 **21STCV00169**

12 JOSE MARTINEZ, an individual,

CASE NO.:

13 **UNLIMITED COMPLAINT FOR:**

14 Plaintiff,

15 vs.

16 EXPRESSION IN WOOD, INC., a
17 California corporation; and DOES 1 through
18 100, inclusive,
19 Defendants.

1. **ASSOCIATIONAL
DISCRIMINATION IN VIOLATION
OF FEHA; [Gov. Code § 12940 (a)]**
2. **FEHA RETALIATION; [Gov. Code §
12940 (h)]**
3. **FAILURE TO PREVENT
DISCRIMINATION AND
RETALIATION IN VIOLATION OF
FEHA; [Gov. Code §§ 12940 (j), (k)]**
4. **FAILURE TO PROVIDE ACCURATE
AND ITEMIZED WAGE
STATEMENTS IN VIOLATION OF
LABOR CODE SECTION 226; AND**
5. **DEFAMATION PER SE;**

20 **DEMAND FOR JURY TRIAL**

1 Plaintiff JOSE MARTINEZ, an individual, alleges as follows:

2 **PARTIES, VENUE, AND JURISDICTION**

3 1. Plaintiff JOSE MARTINEZ (hereinafter to be referred to as “Plaintiff” or
4 “MARTINEZ”) is, and at all times herein mentioned was, an individual residing and domiciled in
5 the State of California, in the County of Los Angeles.

6 2. Defendant EXPRESSION IN WOOD, INC., is a California corporation duly licensed
7 to conduct business in the State of California. Plaintiff is unaware of the names and capacities of
8 those entity defendants sued as DOES 1 through 50 but will amend this complaint when that
9 information becomes known.

10 3. Plaintiff is unaware of the names and capacities of other individual defendants who
11 may have also engaged in unlawful discrimination/harassment or any of the violations alleged in
12 this action, hereby sued as DOES 51 through 100. Plaintiff will amend this complaint when that
13 information becomes known.

14 4. Plaintiff is ignorant of the true names and capacities of Corporate Defendants sued
15 herein as DOES 1 through 50, inclusive, and therefore sues these Defendants by such fictitious
16 names. Plaintiff is ignorant of the true names and capacities of individual Defendants sued herein
17 as DOES 51 through 100, inclusive, and therefore sues these Defendants by such fictitious names.
18 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.
19 Plaintiff is informed and believes, and thereon alleges that each of the fictitiously named
20 Defendants is responsible for the alleged occurrences and injuries to Plaintiffs. DOES 1 through
21 100, together with Defendant EXPRESSION IN WOOD, INC., shall hereinafter be referred to as
22 “Defendants” or “Defendant.”

23 5. The Court has subject matter jurisdiction because the potential amount of damages
24 and civil penalties are within the jurisdictional amounts of the Superior Court of California.

25 6. The Court has personal jurisdiction over the Defendants as they transact a
26 substantial portion of their business within the State of California. Corporate Defendants, and each
27 of them, have transacted extensive business in California related to the subject matter of this action.

28 7. Venue is proper under California Code of Civil Procedure Section 395 because one

1 or more of the Defendants can be found residing in the County of Los Angeles, or engaged in
2 wrongful acts related to the subject matter of this action, and otherwise conducted and are
3 conducting business in the County of Los Angeles. In addition, Defendants maintained and
4 administered records relevant to the unlawful practices alleged to have been committed.

5 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

6 8. Plaintiff exhausted his administrative remedies by timely filing a complaint with
7 the California Department of Fair Employment and Housing, and thereafter receiving a “right to
8 sue” notification on or about January 4, 2021.

9 **GENERAL ALLEGATIONS**

10 9. Plaintiff, Jose Martinez, worked for defendants for years.

11 10. Plaintiff was unlawfully terminated on pretextual grounds on or about 7/2/2020.

12 11. Plaintiff made complaints to supervisors on behalf of his brother’s need for
13 treatment for his back injury, who worked for Defendants, further engaging in protected activity.

14 12. False allegations were made that plaintiff was involved in a fight and/or it was
15 insinuated that he was involved as a combatant in a fight, when in reality he was trying to prevent
16 a fight.

17 13. Prior to this litigation, plaintiff requested his personnel records, wage statements,
18 and payment related records. Not all of the requested documents were provided in a timely fashion.

19 14. Plaintiff has been provided with wage statements that contain inaccurate
20 information, including, but not limited to gross wages earned, net wages earned, hours worked,
21 and applicable hourly rates.

22 **FIRST CAUSE OF ACTION:**

23 **ASSOCIATIONAL DISCRIMINATION IN VIOLATION OF FEHA [GOV. CODE §**

24 **12940(a)]**

25 **(As Against all Defendants and Does 1-50)**

26 15. Plaintiff repeats and replead all allegations contained in paragraphs 1 through
27 14, inclusive, above, as though fully set forth in this cause of action.

28 16. At all relevant times herein, Plaintiff was an individual and was the brother of

1 an employee with disabilities and/or disabilities as defined by the FEHA.

2 17. At all relevant times, Plaintiff was perceived and/or known by Defendants, and
3 each of them, as being the brother of an employee having a disability and/or disabilities as
4 defined by the FEHA.

5 18. The FEHA prohibits an employer from taking adverse employment actions
6 against an individual associated with or as a family member of a protected individual based on
7 the protected individual's disability and/or disabilities. Adverse employment actions include,
8 without limitation, discharging from employment, refusing to hire, and discriminating in
9 compensation, terms and conditions or privileges of employment. [Gov. Code § 12940(a),
10 (c).] The FEHA extends these protections to individuals associated with individuals in
11 protected classes. Plaintiff was such an individual, and Defendants terminated Plaintiff for his
12 association with his brother. In an effort to avoid having to provide reasonable
13 accommodation and save costs, and due to their association as it relates to each other,
14 Defendants terminated Plaintiff.

15 19. Defendants ended Plaintiff's employment due his association with his brother
16 who known to be suffering or was perceived to be suffering from disabilities in violation of
17 the FEHA. Plaintiff's respective association was a substantial motivating reason for
18 Defendant's decision to end his employment. The termination of Plaintiff's employment was
19 a substantial factor in causing Plaintiff's harm. That as a proximate result of the acts of
20 Defendants, and each of them, as described above, Plaintiff has suffered and will continue to
21 suffer economic damages, including lost wages, lost benefits, loss of promotional opportunity,
22 and other compensatory damages in an amount to be ascertained at the time of trial.

23 20. That as a proximate result of the acts of Defendants, and each of them, Plaintiff
24 suffered and continues to suffer humiliation, emotional, mental and physical distress, anxiety,
25 nervousness, stress and have been generally damaged in an amount to be ascertained at the
26 time of trial.

27 21. That as a direct and proximate result of the conduct of Defendants, and each of
28 them, Plaintiff was forced to incur substantial costs and attorney's fees; that under Gov. Code

1 § 12965(b), Plaintiff is entitled to recover reasonable attorney's fees according to proof at the
2 time of trial.

3 22. That the acts of Defendants, and each of them, which were carried out by
4 managing agents, were intentional, willful and malicious and done in conscious disregard of
5 Plaintiff's rights, safety and well-being and with the intent to vex, injure and annoy Plaintiff,
6 as such Plaintiff requests that exemplary and punitive damages be assessed against each of
7 these defendants in an amount sufficient to punish said DEFENDANTS and to deter others
8 from engaging in similar conduct.

9 **SECOND CAUSE OF ACTION:**
10 **FEHA RETALIATION; [Gov. Code § 12940 (h)]**

11 **(As Against all Defendants and Does 1-50)**

12 23. Plaintiff repeats and replead all allegations contained in paragraphs 1 through
13 22, inclusive, above, as though fully set forth in this cause of action.

14 24. Plaintiff's engagement in protected activity as well as his protests were a
15 substantial motivating reason for Defendant's decision to terminate Plaintiff's employment.

16 25. That as a proximate result of the acts of Defendants, and each of them, as
17 described above, Plaintiff has suffered and will continue to suffer economic damages, including
18 lost wages, lost benefits, loss of promotional opportunity, and other compensatory damages in
19 an amount to be ascertained at the time of trial.

20 26. That as a proximate result of the acts of Defendants, and each of them, Plaintiff
21 suffered and continues to suffer humiliation, emotional, mental and physical distress, anxiety,
22 nervousness, stress and has been generally damaged in an amount to be ascertained at the time
23 of trial.

24 27. That as a direct and proximate result of the conduct of Defendants, and each of
25 them, Plaintiff was forced to incur substantial costs and attorney's fees; that under Gov. Code §
26 12965(b), Plaintiff is entitled to recover reasonable attorney's fees according to proof at the
27 time of trial.

28 28. That the acts of Defendants, and each of them, which were carried out by

managing agents, were intentional, willful and malicious and done in conscious disregard of Plaintiff's rights, safety and well-being and with the intent to vex, injure and annoy Plaintiff, as such Plaintiff requests that exemplary and punitive damages be assessed against each of these defendants in an amount sufficient to punish said Defendants and to deter others from engaging in similar conduct.

THIRD CAUSE OF ACTION:
FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND
RETALIATION IN VIOLATION OF FEHA; [Gov. Code §§ 12940 (j), (k)]

(As Against all Defendants and Does 1-50)

29. Plaintiff repeats and repleads all allegations contained in paragraphs 1 through 28, inclusive, above, as though fully set forth in this cause of action, and further alleges:

30. At all times herein mentioned, Government Code section 12940 et seq. were in full force and effect and were binding on Defendants and Does 1-50, inclusive, because employers have an affirmative duty to take immediate and appropriate corrective action to end harassment, discrimination and retaliation and take all reasonable steps necessary to prevent discrimination and retaliation from occurring. (Government Code §§ 12940(j) and (k)) At all times mentioned herein, Defendants, and each of them, and/or their agents/employees, failed to take immediate and appropriate corrective action to end discrimination and retaliation and also failed to take all reasonable steps necessary to prevent discrimination and retaliation from occurring.

31. In failing to take immediate and appropriate corrective action to end discrimination and retaliation, and in failing and/or refusing to take all reasonable steps necessary to prevent discrimination and retaliation from occurring, Defendants, and each of them, violated California Government Code sections 12940(j) and (k).

32. That as a proximate result of the acts of Defendants, and each of them, as described above, Plaintiff has suffered and will continue to suffer economic damages, including lost wages, lost benefits, loss of promotional opportunity, and other compensatory damages in an amount to be ascertained at the time of trial.

33. That as a proximate result of the acts of Defendants, and each of them, Plaintiff

1 suffered and continues to suffer humiliation, emotional, mental and physical distress, anxiety,
2 nervousness, stress and has been generally damaged in an amount to be ascertained at the time
3 of trial.

4 34. That as a direct and proximate result of the conduct of Defendants, and each of
5 them, Plaintiff was forced to incur substantial costs and attorney's fees; that under Gov. Code
6 § 12965(b), Plaintiff is entitled to recover reasonable attorney's fees according to proof at the
7 time of trial.

8 35. That the acts of Defendants, and each of them, which were carried out by
9 managing agents, were intentional, willful and malicious and done in conscious disregard of
10 Plaintiff's rights, safety and well-being and with the intent to vex, injure and annoy Plaintiff,
11 as such Plaintiff requests that exemplary and punitive damages be assessed against each of
12 these defendants in an amount sufficient to punish said Defendants and to deter others from
13 engaging in similar conduct.

14 **FOURTH CAUSE OF ACTION:**
15 **FAILURE TO PROVIDE ACCURATE AND ITEMIZED WAGE**
16 **STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
(As Against all Defendants and Does 1-100)

17 36. The allegations set forth in paragraphs 1 through 35 of this Complaint are re-
18 alleged and incorporated herein by reference.

19 37. At all times relevant to this Complaint, Plaintiff was a non-exempt employee
20 of Defendants, covered by California Labor Code section 226.

21 38. Pursuant to California Labor Code section 226, subdivision (a), Plaintiff was
22 entitled to receive, semimonthly or at the time of each payment of wages, an itemized wage
23 statement accurately stating the following:

24 (1) gross wages earned, (2) total hours worked by the employee, except for
25 any employee whose compensation is solely based on a salary and who is exempt
26 from payment of overtime under subdivision (a) of Section 515 or any applicable
27 order of the Industrial Welfare Commission, (3) the number of piece-rate units
28 earned and any applicable piece rate if the employee is paid on a piece-rate basis,
(4) all deductions, provided that all deductions made on written orders of the
employee may be aggregated and shown as one item, (5) net wages earned, (6) the
inclusive dates of the period for which the employee is paid, (7) the name of the
employee and his or her social security number, except that by January 1, 2008,

1 only the last four digits of his or her social security number or an employee
2 identification number other than a social security number may be shown on the
3 itemized statement, (8) the name and address of the legal entity that is the employer,
4 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 39. Defendants provided its non-exempt employees with inaccurate, incomplete, and
7 itemized wage statements in violation of California Labor Code section 226. Defendants simply
8 failed provide all of the required accurate and itemized wage statement, missing items such as #1,
9 #2, #5, #9 in at least some of his paystubs.

10 40. Defendants' failure to provide Plaintiff with accurate wage statements was knowing
11 and intentional. Defendants had the ability to provide Plaintiff with accurate wage statements but
12 intentionally failed to provide them. On or about and approximately August 25, 2020, Plaintiff
13 requested the wage statement information, which pursuant to Section 226, should have been
14 provided within twenty-one days. This, however, was not provided in a timely fashion, and as
15 such, Plaintiff is also seeking injunctive relief, as well as attorney's fees and costs.

16 41. As a result of Defendants' unlawful conduct, Plaintiff has suffered injury. The
17 absence of accurate information on their checks have prevented earlier challenges to Defendants'
18 unlawful pay practices, will require discovery and mathematical computations to determine the
19 accuracy of wage statements and potentially any money owed, and will cause difficulty and
20 expense in attempting to reconstruct time and pay records. As a result, Plaintiff is required to
21 participate in this lawsuit and create more difficulty and expense for Plaintiff from having to
22 reconstruct time and pay records than if Defendants had complied with their legal obligations.

23 42. Pursuant to California Labor Code section 226(e), Plaintiff is entitled to recover
24 fifty dollars for the initial pay period in which a Section 226 violation occurred and one hundred
25 dollars per employee per violation for each subsequent pay period, not to exceed an aggregate
26 penalty of four thousand dollars per employee.

27 43. Pursuant to California Labor Code Section 226(h), Plaintiff is entitled to bring an
28 action for injunctive relief to ensure Defendants' compliance with California Labor Code section
226. Injunctive relief is warranted because, on information and belief, Plaintiff alleges that
Defendants continue to fail to provide current employees with actual, code-compliant wage

1 statements in violation of California Labor Code section 226(a), and currently employ workers
2 who have no adequate legal remedy for the continuing injuries that will be suffered as a result of
3 Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available for ensuring
4 Defendants' compliance with California Labor Code section 226(a). It is also needed to ensure the
5 prompt production of demanded records pursuant to Labor Code Section 226.

6 44. Pursuant to California Labor Code sections 226(e)(f) and 226(h), Plaintiff is
7 entitled to recover the full amount of penalties due under Section 226(e), reasonable attorneys'
8 fees, and costs of suit.

9 **FIFTH CAUSE OF ACTION:**
10 **DEFAMATION PER SE**
11 **(As Against all Defendants and Does 1-100)**

12 45. The allegations set forth in paragraphs 1 through 44 of this Complaint are re-
13 alleged and incorporated herein by reference.

14 46. Plaintiff is informed and believes Defendants and DOES 1-100, conspired to, and
15 in fact, did negligently, recklessly and intentionally caused excessive and unsolicited internal and
16 external publications of defamation, or and concerning, Plaintiff. These false and defamatory
17 statements (in violation of Civil Code §§ 45 and 46(3)(5)) include but are not limited to express
18 and implied accusations that Plaintiff engaged in combat and/or or was insinuated to be involved
19 in a fight as in a combative nature in a dispute that violated company policy. These statement and
20 similar statements published by Defendants expressly and impliedly assert that Plaintiff is violent,
21 engaged in actual and/or potential criminal acts, not a good employee, and lacks integrity or
22 professionalism.

23 47. None of Defendants' defamatory publications against Plaintiff referenced above are
24 true. However, even if they were technically true, the defamatory publications tend to paint
25 Plaintiff in a false light.

26 48. The above defamatory statements were understood as assertions of fact, and not as
27 opinion.

28 49. While the precise dates of these publications are not known to Plaintiff, Plaintiff
understood such misrepresentations, lies, and distortions of truth to directly lead to discipline,

1 including but not limited to his ultimate termination.

2 50. These publications were outrageous, negligent, reckless, intentional, and
3 maliciously published and republished by Defendants and DOES 1-100. Plaintiff is informed and
4 believes that these publications were made to justify Plaintiff's wrongful and illegal termination.

5 51. Upon information and belief, the statements were made by individuals and agents
6 for Defendants and each of them in the course and scope of employment. The third person/s to
7 whom these Defendants published this defamation against Plaintiff include, but are not limited to,
8 other agents and employees of Defendants, and the community, all of whom are known to
9 Defendants but unknown to Plaintiff at this time.

10 52. The defamatory publications consisted of oral and written, knowingly false and
11 unprivileged communications, tending to directly injure Plaintiff and Plaintiff's reputation and
12 which tend directly to injure Plaintiff in his occupation, including but not limited to comments
13 made about Plaintiff's performance or work acts.

14 53. Each of these false defamatory per se publication/s were negligently and
15 intentionally published in a manner equaling malice and abuse of any alleged conditional privilege
16 (which Plaintiff denies existed), since the publications, and each of them, were made with hatred,
17 ill will, and an intent to vex, harass, annoy, and injure Plaintiff in order to justify the illegal and
18 cruel actions of Defendants, and each of them, to cause further damage to Plaintiff's reputation.

19 54. Each of these publications by Defendants was made with knowledge that no
20 investigation supported the unsubstantiated and obviously false statements and despite knowing
21 that the statements were false.

22 55. Plaintiff is informed, believes and fears that these false and defamatory per se
23 statements will continue to be published by Defendants and will be foreseeably republished by
24 their recipients, all to the ongoing harm and injury to Plaintiff's business, profession, and personal
25 reputation. Thus, Plaintiff seeks damages for these publications and all foreseeable republications
26 discovered up to the time of trial, including his own compelled self-publication of these defamatory
27 statements.

28 56. That as a proximate result of the acts of Defendants, and each of them, as described

1 above, Plaintiff has suffered and will continue to suffer economic damages, including lost wages,
2 lost benefits, loss of promotional opportunity, and other compensatory damages in an amount to
3 be ascertained at the time of trial.

4 57. That as a proximate result of the acts of Defendants, and each of them, Plaintiff
5 suffered and continues to suffer humiliation, emotional, mental and physical distress, anxiety,
6 nervousness, stress and has been generally damaged in an amount to be ascertained at the time of
7 trial.

8 58. That the above-described acts of Defendants and each of them, were willful,
9 intentional, and carried on in conscious disregard of the rights and safety of Plaintiff. Upon
10 information and belief, Defendants' above-mentioned statements were motivated by ill-will
11 toward Plaintiff, intending to injure Plaintiff in his occupation. Moreover, Defendants, and each
12 of them, did not believe the statements were true at the time they uttered the defamatory remarks.
13 As such, in committing the above-described acts, Defendants acted with malice and with the intent
14 to vex, injure and annoy Plaintiff, thereby warranting the imposition of exemplary and punitive
15 damages in an amount sufficient to punish said Defendants and to deter others from engaging in
16 similar conduct pursuant to California Civil Code §3294.

17 **WHEREFORE**, Plaintiff prays for judgment as against Defendants, and each
18 of them, as follows:

19 **AS TO ALL CAUSES OF ACTION:**

- 20
- 21 1. For general damages *and* statutory penalties against All Defendants in the amount
 - 22 of \$1,000,000.00, or according to proof;
 - 23 2. For special damages against Defendants according to proof;
 - 24 3. For costs of suit incurred herein;
 - 25 4. For pre-judgment and post-judgment interest; and
 - 26 5. For such other and further relief as the court deems just and proper.

27 ///

28 ///

1 **ON THE FIRST, SECOND, AND THIRD CAUSES OF ACTION**

2 (As Against all Defendants and DOES 1-50)

- 3 1. For reasonable attorney's fees according to proof; and
4 2. For declaratory and injunctive relief.

5 **ON THE FIFTH CAUSE OF ACTION**

6 (As Against all Defendants and DOES 1-100)

- 7 1. For declaratory and injunctive relief.

8 **ON THE FOURTH CAUSE OF ACTION**

9 (As Against all Defendants and DOES 1-100)

- 10 1. For reasonable attorney's fees according to proof; and
11 2. For declaratory and injunctive relief.

12 Dated: January 4, 2021

LAW OFFICE OF ALFREDO NAVA JR.

13
14 By: 

ALFREDO NAVA
Attorney for Plaintiff,
JOSE MARTINEZ

15
16
17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands a trial by jury of the causes of action and claims asserted herein.

19 Dated: January 4, 2021

LAW OFFICE OF ALFREDO NAVA JR., APC

20
21 By: 

ALFREDO NAVA
Attorney for Plaintiff,
JOSE MARTINEZ

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 01/04/2021 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>N. Alvarez</u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 21STCV00169

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

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

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

Sherri R. Carter, Executive Officer / Clerk of Court

on 01/05/2021
(Date)

By N. Alvarez, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

APPLICATION

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

PRIORITY OVER OTHER RULES

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

CHALLENGE TO ASSIGNED JUDGE

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

TIME STANDARDS

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

COMPLAINTS

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

CROSS-COMPLAINTS

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

STATUS CONFERENCE

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

FINAL STATUS CONFERENCE

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

SANCTIONS

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

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

Class Actions

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

***Provisionally Complex Cases**

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

FILED
 Superior Court of California
 County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk

By Rizallinda Mina, Deputy
 Rizallinda Mina

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

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

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

1) DEFINITIONS

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

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

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

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

b) Represented Litigants

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

c) Public Notice

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

1 d) Documents in Related Cases

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

5 3) EXEMPT LITIGANTS

6 a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt
7 from mandatory electronic filing requirements.

8 b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of
9 Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused
10 from filing documents electronically and be permitted to file documents by conventional
11 means if the party shows undue hardship or significant prejudice.

12 4) EXEMPT FILINGS

13 a) The following documents shall not be filed electronically:

14 i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of
15 Civil Procedure sections 170.6 or 170.3;

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

18 iv) Any ex parte application that is filed concurrently with a new complaint including those
19 that will be handled by a Writs and Receivers department in the Mosk courthouse; and

20 v) Documents submitted conditionally under seal. The actual motion or application shall be
21 electronically filed. A courtesy copy of the electronically filed motion or application to
22 submit documents conditionally under seal must be provided with the documents
23 submitted conditionally under seal.

24 b) Lodgments

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

27 //

28 //

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

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

4 6) TECHNICAL REQUIREMENTS

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

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

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

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

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

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

24 f) Accompanying Documents

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

27 g) Multiple Documents

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

h) Writs and Abstracts

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

i) Sealed Documents

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

j) Redaction

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

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

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

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

8) EX PARTE APPLICATIONS

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

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

9) **PRINTED COURTESY COPIES**

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

10) **WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS**

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

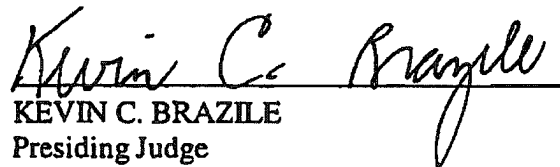
1 11) SIGNATURES ON ELECTRONIC FILING

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

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

9
10 DATED: May 3, 2019



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KEVIN C. BRAZILE
Presiding Judge

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

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

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

The parties agree that:

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

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

SHORT TITLE	CASE NUMBER
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

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)

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(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

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

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

The parties agree that:

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

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

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

The following parties stipulate:

Date:

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

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

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

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

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

The parties agree that:

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

SHORT TITLE	CASE NUMBER
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The following parties stipulate:

Date:

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Date:

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Date:

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(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

(ATTORNEY FOR PLAINTIFF)

(ATTORNEY FOR DEFENDANT)

(ATTORNEY FOR DEFENDANT)

(ATTORNEY FOR DEFENDANT)

(ATTORNEY FOR _____)

(ATTORNEY FOR _____)

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date:

JUDICIAL OFFICER



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

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

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

What is ADR?

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

Advantages of ADR

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

Disadvantages of ADR

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

Main Types of ADR:

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

Mediation may be appropriate when the parties

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

Mediation may not be appropriate when the parties

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

How to arrange mediation in Los Angeles County

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

a. The Civil Mediation Vendor Resource List

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

- **ADR Services, Inc.** Case Manager patricia@adrservices.com (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>

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

EXPRESSION IN WOOD, INC., a
California corporation; and DOES 1 through 100, inclusive,

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

JOSE MARTINEZ, an individual,

To keep other people from
seeing what you entered on
your form, please press the
Clear This Form button at the
end of the form when finished.

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

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court for the State of California
For the County of Los Angeles-Central, 111 N. Hill Street, Los Angeles,
CA 90012

CASE NUMBER:
(Número del Caso):

21STCV00169

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):
Law Office of Alfredo Nava Jr. Apc Alfredo Nava 3500 W Beverly Blvd, Montebello CA 90640 3237251151
Sherri R. Carter Executive Officer / Clerk of Court

DATE: 01/04/2021
(Fecha)

Clerk, by N. Alvarez, Deputy
(Secretario) (Adjunto)

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

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

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