

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

VALLEY PRESBYTERIAN HOSPITAL, a California nonprofit public benefit corporation; and DOES 1 through 100, inclusive,

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

LATOSHA AUSTIN, 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):

21STCV22288

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

DATE:
(Fecha) 06/14/2021

Clerk, by Sherri R. Carter Executive Officer / Clerk of Court , Deputy
(Secretario) D. Williams (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):

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): Latosha Austin		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: Rojas-Rios vs. California Clinic Management, LLC		
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: 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 (<i>not specified above</i>) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (<i>not specified above</i>) (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*): **sixteen causes of action**
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: 6/14/2021

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.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

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

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

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

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

	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: Austin vs. Valley Presbyterian Hospital	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	☐ A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	☒ A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	☐ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case ☐ A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26)	☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	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: Austin vs. Valley Presbyterian Hospital	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2, 3, 6	
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5	
	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus ☐ A6152 Writ - Mandamus on Limited Court Case Matter ☐ A6153 Writ - Other Limited Court Case Review	2, 8 2 2	
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1, 2, 8	
	Construction Defect (10)	☐ A6007 Construction Defect	1, 2, 3	
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1, 2, 8	
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1, 2, 8	
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1, 2, 3, 8	
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8	
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment ☐ A6160 Abstract of Judgment ☐ A6107 Confession of Judgment (non-domestic relations) ☐ A6140 Administrative Agency Award (not unpaid taxes) ☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax ☐ A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9	
	RICO (27)	☐ A6033 Racketeering (RICO) Case	1, 2, 8	
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only ☐ A6040 Injunctive Relief Only (not domestic/harassment) ☐ A6011 Other Commercial Complaint Case (non-tort/non-complex) ☐ A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8	
	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2, 8	
	Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment With Damages ☐ A6123 Workplace Harassment With Damages ☐ A6124 Elder/Dependent Adult Abuse Case With Damages ☐ A6190 Election Contest ☐ A6110 Petition for Change of Name/Change of Gender ☐ A6170 Petition for Relief from Late Claim Law ☐ A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

SHORT TITLE: Austin vs. Valley Presbyterian Hospital	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: 15107 VANOWEN STREET
CITY: Van Nuys	STATE: CA	ZIP CODE: 91405	

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: 6/14/2021



(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.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 06/14/2021 Sherri R. Carter, Executive Officer / Clerk of Court By: <u> D. Williams </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: 21STCV22288

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE		DEPT	ROOM		ASSIGNED JUDGE		DEPT	ROOM
✓	Armen Tamzarian	52						

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

Sherri R. Carter, Executive Officer / Clerk of Court

on 06/15/2021
(Date)

By D. Williams, 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.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Branch Name: Stanley Mosk Courthouse Mailing Address: 111 North Hill Street City, State and Zip Code: Los Angeles CA 90012	
SHORT TITLE: LATOSHA AUSTIN vs VALLEY PRESBYTERIAN HOSPITAL, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION	CASE NUMBER: 21STCV22288
NOTICE OF CONFIRMATION OF ELECTRONIC FILING	

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Green Filing
 Reference Number: 5238606_1
 Submission Number: 21LA03693056
 Court Received Date: 06/14/2021
 Court Received Time: 11:56 pm
 Case Number: 21STCV22288
 Case Title: LATOSHA AUSTIN vs VALLEY PRESBYTERIAN HOSPITAL, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION
 Location: Stanley Mosk Courthouse
 Case Type: Civil Unlimited
 Case Category: Wrongful Termination
 Jurisdictional Amount: Over \$25,000
 Notice Generated Date: 06/15/2021
 Notice Generated Time: 3:52 pm

<u>Documents Electronically Filed/Received</u>	<u>Status</u>
Complaint	Accepted
Summons	Accepted
Civil Case Cover Sheet	Accepted
Notice (name extension)	Accepted

Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Green Filing

Contact: Green Filing

Phone: (801) 448-7268

FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

Sherril B. Carter, Executive Officer/Clerk
by *Sherril B. Carter*, Deputy
Sherril B. Carter

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

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

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

1) DEFINITIONS

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

e) **"Electronic Filing Service Provider"** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)

f) **"Electronic Signature"** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term "Electronic Signature" is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.

g) **"Hyperlink"** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.

h) **"Portable Document Format"** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

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

b) Represented Litigants

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

c) Public Notice

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

d) Documents in Related Cases

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

3) EXEMPT LITIGANTS

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

4) EXEMPT FILINGS

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

- i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of Civil Procedure sections 170.6 or 170.3;
- ii) Bonds/Undertaking documents;
- iii) Trial and Evidentiary Hearing Exhibits
- iv) Any ex parte application that is filed concurrently with a new complaint including those that will be handled by a Writs and Receivers department in the Mosk courthouse; and
- v) Documents submitted conditionally under seal. The actual motion or application shall be electronically filed. A courtesy copy of the electronically filed motion or application to submit documents conditionally under seal must be provided with the documents submitted conditionally under seal.

- b) Lodgments

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

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1 **5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES**

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

4 **6) TECHNICAL REQUIREMENTS**

- 5 a) Electronic documents must be electronically filed in PDF, text searchable format when
6 technologically feasible without impairment of the document's image.
7 b) The table of contents for any filing must be bookmarked.
8 c) Electronic documents, including but not limited to, declarations, proofs of service, and
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the
12 bookmarked 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.

1 b) Writs and Abstracts

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

3 i) Sealed Documents

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

8 j) Redaction

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

13 7) ELECTRONIC FILING SCHEDULE

14 a) Filed Date

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

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

26 8) EX PARTE APPLICATIONS

27 a) Ex parte applications and all documents in support thereof must be electronically filed no later
28 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 filed. If the filing is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.
- b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:
- i) Any printed document required pursuant to a Standing or General Order;
 - ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;
 - iii) Pleadings and motions that include points and authorities;
 - iv) Demurrers;
 - v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
 - vi) Motions for Summary Judgment/Adjudication; and
 - vii) Motions to Compel Further Discovery.
- c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

- a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(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

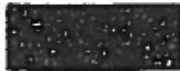


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The signature of Kevin C. Brazile is written in cursive over a horizontal line. Below the signature, the text "KEVIN C. BRAZILE" and "Presiding Judge" is printed.

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 Council



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 Council ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY FOR MOVING PARTY (Print Name)		DATE AND NUMBER	Case No. (If any)
TELEPHONE NO.:		FAX NO. (If any):	
E-MAIL ADDRESS (If any):			
ATTORNEY FOR OPPOSING PARTY			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTROOM/CLERK'S OFFICE:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – DISCOVERY RESOLUTION			CASE NUMBER

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

The parties agree that:

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

Word Count	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.

DATE	CASE NUMBER
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The following parties stipulate:

Date: _____
 (TYPE OR PRINT NAME)

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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 _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		CASE NUMBER	Date of this Stipulation
TELEPHONE NO.:		FAX NO. (Optional):	
FACSIMILE NO. (Optional):			
COURT ADDRESS			
CITY/STATE/ZIP			
PLAINTIFF			
DEFENDANT			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER

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

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, to discuss and consider whether there can be agreement on the following:
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurer, 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

Case No.	Case Name
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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.lscourt.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 § 68615(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.lscourt.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/PROSECUTOR/INFORMAL ATTORNEY		STATE BAR NUMBER	Date of Filing
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Specify):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTROOM ADDRESS:			
ROOM NO.:			
DEFENDANT:			
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:	

- 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 (PRINT NAME AND ADDRESS)		00000000000000000000	Filed for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E MAIL ADDRESS (Optional):			
CITY/STATE/ZIP CODE:			
COURTHOUSE ADDRESS:			
PLAINTIFF:			COURTROOM
DEFENDANT:			
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.

INVESTOR	CASE NUMBER
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The following parties stipulate:

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

THE COURT SO ORDERS.

Date: _____	_____ JUDICIAL OFFICER
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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, 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 in an active civil case 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 Elizabeth Sanchez, elizabeth@adrservices.com (949) 863-9800
- **JAMS, Inc.** Assistant Manager Reggie Joseph, RJoseph@jamsadr.com (310) 309-6209
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org (833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate or small claims cases.

b. Los Angeles County Dispute Resolution Programs

<https://hrc.lacounty.gov/wp-content/uploads/2020/05/DRP-Fact-Sheet-23October19-Current-as-of-October-2019-1.pdf>

Day of trial mediation programs have been paused until further notice.

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case.

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 who instead 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>

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Armen Tamzarian

1 Alfredo Nava, Esq. (SBN 282698)
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7 Attorneys for Plaintiff,
8 LATOSHA AUSTIN

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

11 LATOSHA AUSTIN, an individual,

12 Plaintiff,

13 vs.

14 VALLEY PRESBYTERIAN HOSPITAL, a
15 California nonprofit public benefit
16 corporation; and DOES 1 through 100,
17 inclusive,

18 Defendants.

CASE NO. 21STCV22288

UNLIMITED COMPLAINT FOR:

1. RACE DISCRIMINATION IN VIOLATION OF FEHA; [Gov. Code § 12940(a)]
2. FAILURE TO PREVENT DISCRIMINATION IN VIOLATION OF FEHA; [Gov. Code §§ 12940 (j), (k)]
3. RETALIATION IN VIOLATION OF LABOR CODE §§ 1102.5 *ET SEQ.*;
4. FAILURE TO PAY MINIMUM WAGES FOR ALL HOURS WORKED IN VIOLATION OF LABOR CODE SECTIONS 1194, 1194.2, AND 1197.1;
5. FAILURE TO PAY OVERTIME WAGES FOR ALL HOURS WORKED IN VIOLATION OF LABOR CODE SECTIONS 510 AND 1194.2;
6. FAILURE TO PROVIDE MEAL AND REST BREAKS IN VIOLATION OF LABOR CODE SECTIONS 226.7, 512, AND IWC WAGE ORDER 5;
7. FAILURE TO PROVIDE ACCURATE AND ITEMIZED WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226;
8. FAILURE TO PAY WAGES DUE AT TIME OF TERMINATION IN VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 201, 202, and 203;

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9. PAGA CIVIL PENALTIES FOR FAILURE TO PAY OVERTIME IN VIOLATION OF LABOR CODE SECTIONS 510, 1194, 1198, 558, AND 2698 ET SEQ.;
10. PAGA CIVIL PENALTIES FOR FAILURE TO COMPLY WITH LABOR CODE SECTIONS 558.1 AND 2698 ET SEQ.;
11. PAGA CIVIL PENALTIES FOR FAILURE TO COMPLY WITH LABOR CODE SECTIONS 1199 AND 2698 ET SEQ.;
12. PAGA CIVIL PENALTIES FOR FAILURE TO COMPLY WITH LABOR CODE SECTIONS 226(A) AND ET SEQ.;
13. PAGA CIVIL PENALTIES FOR FAILURE TO COMPLY WITH LABOR CODE SECTIONS 1174.5, 226, 226.3, 226.6, AND 2698 ET SEQ.;
14. PAGA CIVIL PENALTIES FOR FAILURE TO COMPLY WITH LABOR CODE SECTIONS 201, 203, 256, AND ET SEQ.;
15. PAGA CIVIL PENALTIES FOR FAILURE TO COMPLY WITH LABOR CODE SECTIONS 204, 210, AND 2698 ET SEQ.;
16. VIOLATION OF LABOR CODE SECTIONS 1197, 558, 558.1, AND 1197.1 AND 2698 ET SEQ. AND FOR PAGA CIVIL PENALTIES;

DEMAND FOR JURY TRIAL

1 Plaintiff LATOSHA AUSTIN, an individual, and on behalf of all aggrieved employees,
2 alleges as follows:

3 **PARTIES, VENUE, AND JURISDICTION**

4 1. Plaintiff LATOSHA AUSTIN (hereinafter referred to “Plaintiff”) is, and at all
5 times herein mentioned, an individual residing and domiciled in the State of California, and in the
6 County of Los Angeles.

7 2. Defendant VALLEY PRESBYTERIAN HOSPITAL (hereinafter to be
8 collectively referred to as “Defendants” or “DEFENDANTS” or “Defendant” with DOES 1 to
9 100) is, and at all times herein mentioned was, a California nonprofit public benefit corporation
10 with its headquarters and principal place of business in the State of California, County of Los
11 Angeles.

12 3. Plaintiff is ignorant of the true names and capacities of Corporate Defendants sued
13 herein as DOES 1 through 50, inclusive, and therefore sues these Defendants by such fictitious
14 names. Plaintiff is ignorant of the true names and capacities of individual Defendants sued herein
15 as DOES 52 through 100, inclusive, and therefore sues these Defendants by such fictitious names.
16 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.
17 Plaintiff is informed and believes, and thereon alleges that each of the fictitiously named
18 Defendants is responsible for the alleged occurrences and injuries to Plaintiff.

19 4. The Court has subject matter jurisdiction because the potential amount of damages
20 and civil penalties are within the jurisdictional amounts of the Superior Court of California.

21 5. The Court has personal jurisdiction over the Defendants as they are either residents
22 of the State of California, or transact a substantial portion of their business within the State of
23 California. Corporate Defendants, and each of them, have transacted extensive business in
24 California related to the subject matter of this action.

25 6. Venue is proper under California Government Code Section 12965(b) and
26 California Code of Civil Procedure Section 395 because one or more of the Defendants reside in,
27 can be found in, or engaged in wrongful acts related to the subject matter of this action, and
28 otherwise conducted and are conducting business in the County of Los Angeles, and

1 DEFENDANTS maintained and administered records relevant to the unlawful practices alleged to
2 have been committed in the County of Los Angeles, in the State of California.

3 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

4 7. Plaintiff exhausted her administrative remedies by timely filing a complaint with
5 the California Department of Fair Employment and Housing, and thereafter receiving a “right to
6 sue” notification on or about June 14, 2021. On or about April 7, 2021, Plaintiff exhausted her
7 administrative remedies so as to comply with all of the PAGA exhaustion procedures required
8 under Labor Code Sections 2698 and 2699 *et seq.*

9 **GENERAL ALLEGATIONS**

10 8. DEFENDANTS are a nonprofit public benefit corporation engaged in the
11 ownership, management and operation of hospital known as Valley Presbyterian Hospital.

12 9. Plaintiff LATOSHA AUSTIN performed various human resources' functions
13 throughout her employment.

14 10. Throughout her employment, Plaintiff performed various tasks competently and
15 capably.

16 11. Plaintiff's supervisor, however, upon becoming supervisor to Plaintiff, made it clear
17 that he did not like Plaintiff, making stray remarks with racially charged undertones that would
18 lead a reasonable person to believe that he harbored racial animus towards Plaintiff. For example,
19 he would attempt to portray Plaintiff as being unprofessional without justification, even
20 embellishing facts in order to make it seem as though Plaintiff had a short fuse or spoke in a manner
21 that was unprofessional, likening her language usage as unprofessional with no legitimate reason.

22 12. He would also make sure that Plaintiff was not adequately compensated in
23 accordance to her job role, despite hospital policies and procedures to the contrary. In fact, he
24 essentially would disregard her past experience precisely to make sure she was not adequately
25 compensated. Plaintiff alleges on information and belief that such behavior was done for disparate
26 treatment reasons on the basis of race.

27 13. Throughout her employment, Plaintiff received merit raises. However, Plaintiff's
28 supervisor commonly spoke down to Plaintiff and ignored her repeated requests for her supervisor

1 to comply with hospital policies and procedures, including but not limited to adequately hiring
2 people based on their qualifications, ensuring adequate background, often bypassing rules meant
3 for safety reasons. For example, Plaintiff's supervisor would hire people based on illegitimate
4 criteria, putting patient safety at risk as the different criteria lead and/or possibly lead to the staffing
5 of hospital personnel to positions that they could not meet the adequate qualifications. In addition
6 to Plaintiff constantly complaining to human resources and going over Plaintiff's supervisor's head,
7 human resources would ignore Plaintiff's complaints, and instead, ratify the deviation of policies
8 and procedures that affected patient safety. In addition, Plaintiff's complaints also addressed
9 shortcuts taken by her supervisor for the purpose of trying to illegitimately reach "magnet" status
10 for the hospital, which was a public misrepresentation about the quality of the staffing to the
11 hospital, which could lead to ill-obtained procurement of funds and patients that otherwise would
12 not be received but for the cutting of corners.

13 14. Lastly, Plaintiff complained to his supervisor about not getting meal and rest
14 breaks, in addition to being paid adequately for the period of time when she was misclassified as
15 exempt.

16 15. Plaintiff was then ultimately fired on pretextual reasons on or about February 12,
17 2021.

18 16. In addition, and during the statute of limitations' period, Plaintiff worked more than
19 eight hours in a day and/or more than forty hours in a workweek without being paid minimum
20 wages and overtimes wages for all time worked, as she was putatively classified as exempt, even
21 though she could not be as she was not paid at double the minimum wage for a full time employee
22 for purposes of said exemption. In addition, Plaintiff alleges on information and belief that this
23 occurred to other aggrieved employees. Plaintiff also alleges on information and belief that
24 Defendant employs a rounding policy that facially and as applied, results in a rounding system that
25 effectively rounds Plaintiff and aggrieved employees' work time in such a manner that the non-
26 exempt workforce effectively loses compensable time, which in turn also causes derivate minimum
27 wage and overtime wage violations. Plaintiff alleges on information and belief that this occurs to
28 all non-exempt employees based on Defendant's unlawful rounding policy.

17. In addition, Plaintiff was not provided with all of her meal breaks prior to the commencement of the sixth hour of work. Plaintiff was also not authorized *and* provided with all due and owing rest breaks at the rate of four hours or major fraction thereof as required by law. Nor was she paid appropriate meal or rest break premiums for lost meal or rest periods.

18. As a result of all of these unlawful policies and practices, DEFENDANTS failed to provide accurate and itemized wage statements for all information as required under Labor Code Section 226(a). Nor could they have because DEFENDANTS failed to maintain all daily and weekly records for time worked, or wages earned, by Plaintiff. Due to the rounding policy, Plaintiff alleges on information and belief that the recordkeeping policies and procedures also prevented the adequate dissemination of accurate wage statements and/or the keeping of records in accordance to California law.

19. In addition, DEFENDANTS failed to pay all outstanding wages at the time of termination and/or separation as required by law to Plaintiff and aggrieved employees.

20. DEFENDANTS employed at least five employees throughout the relevant time period of this action.

FIRST CAUSE OF ACTION:

RACE DISCRIMINATION IN VIOLATION OF FEHA [GOV. CODE § 12940(a)]

(As Against All Defendants and Does 1-50)

21. Plaintiff repeats and repleads all allegations contained in paragraphs 1 through 20, inclusive, above, as though fully set forth in this cause of action.

23. At all relevant times herein, Plaintiff was a racial minority as defined by the FEHA. More precisely, Plaintiff was a black woman.

24. The FEHA prohibits an employer from taking adverse employment actions against a protected individual based on his or her race. Adverse employment actions include, without limitation, discharging from employment, refusing to hire, and discriminating in compensation, terms and conditions or privileges of employment. [Gov. Code § 12940(a), (c).]

26. DEFENDANTS discriminated against Plaintiff in employing her in a position without paying for such qualifications due in part to her race. In addition, DEFENDANTS ended

1 Plaintiff's employment in substantial part due to her race. Plaintiff's race was a substantial
2 motivating reason for DEFENDANTS' decision to terminate Plaintiff's employment, and to fail
3 to provide her what she was entitled to in terms of compensation and benefits. The adverse
4 action and termination of Plaintiff's employment was a substantial factor in causing Plaintiff's
5 harm. That as a proximate result of the acts of DEFENDANTS, and each of them, as described
6 above, Plaintiff has suffered and will continue to suffer economic damages, including lost wages,
7 lost benefits, loss of promotional opportunity, and other compensatory damages in an amount to
8 be ascertained at the time of trial.

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

13 28. That as a direct and proximate result of the conduct of DEFENDANTS, and each
14 of them, Plaintiff was forced to incur substantial costs and attorney's fees; that under Gov. Code
15 § 12965(b), Plaintiff is entitled to recover reasonable attorney's fees according to proof at the
16 time of trial.

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

23 SECOND CAUSE OF ACTION:

24 FAILURE TO PREVENT DISCRIMINATION IN VIOLATION OF FEHA-GOV'T

25 CODE §§ 12940 (j), (k)

26 (As Against All Defendants and Does 1-50)

27 30. Plaintiffs repeat and replead all allegations contained in paragraphs 1 through 35,
28

1 inclusive, above, as though fully set forth in this cause of action, and further allege:

2 31. At all times herein mentioned, Government Code section 12940 et seq. were in
3 full force and effect and were binding on DEFENDANTS and Does 1-50, inclusive, because
4 employers have an affirmative duty to take immediate and appropriate corrective action to end
5 harassment, discrimination and retaliation and take all reasonable steps necessary to prevent
6 discrimination and retaliation from occurring. (Government Code §§ 12940(j) and (k))
7 At all times mentioned herein, DEFENDANTS, and each of them, and/or their
8 agents/employees, failed to take immediate and appropriate corrective action to end
9 discrimination and also failed to take all reasonable steps necessary to prevent discrimination
10 from occurring.
11

12 32. In failing to take immediate and appropriate corrective action to end
13 discrimination, and in failing and/or refusing to take all reasonable steps necessary to prevent
14 discrimination, DEFENDANTS, and each of them, violated California Government Code
15 sections 12940(j) and (k).
16

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

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

26 35. That as a direct and proximate result of the conduct of DEFENDANTS, and each
27 of them, Plaintiff was forced to incur substantial costs and attorney's fees; that under Gov. Code
28 § 12965(b), Plaintiff is entitled to recover reasonable attorney's fees according to proof at the

1 time of trial.

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

9 THIRD CAUSE OF ACTION:

10 RETALIATION IN VIOLATION OF LABOR CODE §1102.5

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

12 37. The allegations set forth in paragraphs 1 through 36 are re-alleged and
13 incorporated herein by reference.

14 38. Plaintiff's employment was terminated in violation of California Labor Code
15 section 1102.5 et seq. because she exercised her rights to complain about dangerous practices,
16 internal misrepresentations as well as external misrepresentations affecting DEFENDANTS'
17 magnet status, complaining to human resources and her supervisor about such things, including
18 but not limited to Defendants' failure to comply with California Labor laws, including the proper
19 payment resulting from an unlawful misclassification, as well as the non-provision of meal and
20 rest breaks. Plaintiff had reasonable cause to believe that DEFENDANTS' actions constituted a
21 violation of state or federal law by her employer and that their employer feared she would report
22 said violations to a government or law enforcement agency. DEFENDANTS' supervisor, in fact,
23 failed to remedy the unlawful as well as improper activity despite Plaintiff's protests, evincing an
24 actual and future retaliatory motive.

25 39. Defendants' conduct as alleged above constituted unlawful retaliation in
26 employment on account of Plaintiff's protected activity in violation of California Labor Code
27 section 1102.5 et seq.

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

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

4 41. 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 42. That as a direct and proximate result of the conduct of Defendants, and each of
9 them, Plaintiff was forced to incur substantial costs.

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

16 FOURTH CAUSE OF ACTION

17 FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM
18 WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194, 1194.2, AND 1197.1

19 (As Against all Defendants and DOE Defendants 1 through 50)

20 44. Plaintiffs hereby incorporate by reference paragraphs 1-43 above, as if fully set
21 herein by reference.

22 44. At all times relevant to this Complaint, Plaintiff was a non-exempt employee of
23 Defendants.

24 45. At all times relevant to this Complaint, California Labor Code section 1194 was
25 in effect and provided: "(a) Notwithstanding any agreement to work for a lesser wage, any
26 employee receiving less than the minimum wage or legal overtime compensation applicable to
27 the employee is entitled to recover in a civil action the unpaid balance of this ... compensation,
28 including interest thereon, reasonable attorney's fees, and costs of suit."

46. At all times herein mentioned, Plaintiff was non-exempt and subject to the minimum wage and overtime provisions set-forth above. Plaintiff was required to work on a flat salary basis despite not being properly classified as exempt, yet the compensation did not equal or exceed what Plaintiff and other workers would have earned had they been paid on a minimum wage basis for all time worked. Defendants also employed an unlawful rounding system, which Plaintiff alleges on information and belief that it caused her undercompensation for her compensable time.

47. As a result of Defendants' unlawful conduct and failure to pay minimum wages for all time worked, Plaintiff has suffered damages in an amount subject to proof, to the extent that she was not paid wages at a minimum wage rate for all hours worked in accordance to California law.

48. Pursuant to California Labor Code Sections 1194, 1194.2, and 1197.1, Plaintiff is entitled to recover unpaid minimum wages, liquidated damages, interest thereon, and attorney's fees and costs.

FIFTH CAUSE OF ACTION:

FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF
CALIFORNIA LABOR CODE SECTIONS 1194.2 AND 510

(As Against all Defendants and DOE Defendants 1 through 50)

49. Plaintiff incorporates paragraphs 1 through 48 above as though fully set forth herein. At all times relevant to this Complaint, the IWC Wage Order 5-2001, and all applicable wage orders, provided that “employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any work week unless the employee receives one and one-half (1 ½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek” and that for any hours worked “in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek,” the employee is entitled to compensation of “[d]ouble the employee’s regular rate of pay.”

50. At all times relevant to this Complaint, California Labor Code section 510 was in

1 effect and provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of
2 eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be
3 compensated at the rate of no less than one and one-half times the regular rate of pay for an
4 employee” and “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of
5 no less than twice the regular rate of pay for an employee. In addition, any work in excess of
6 eight hours on any seventh day of a workweek shall be compensated at the rate of no less than
7 twice the regular rate of pay of an employee.”

8 51. At all times relevant to this Complaint, California Labor Code section 1194 was
9 in effect and provided: “(a) Notwithstanding any agreement to work for a lesser wage, any
10 employee receiving less than the minimum wage or legal overtime compensation applicable to
11 the employee is entitled to recover in a civil action the unpaid balance of this ... overtime
12 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

13 52. At all times herein mentioned, Plaintiff was non-exempt and subject to the
14 overtime provisions set-forth above. Plaintiff alleges that she worked for Defendants during
15 shifts that consisted of more than eight (8) hours in a working day and/or more than forty (40)
16 hours in a work week. Defendants had a policy of failing to pay all minimum wage and
17 overtime wages due and owing, including through misclassification, in addition to the
18 employment of an unlawful rounding policy.

19 53. Therefore, Plaintiff alleges that wages are due to her for all hours
20 uncompensated due to failure to provide the minimum wage and all uncompensated overtime
21 premiums. Plaintiff demands all applicable payment of such overtime wages due and owing
22 with interest thereon.

23 54. Plaintiff is also entitled to all reasonable attorney’s fees and costs of suit
24 pursuant to Labor Code section 1194.

25 SIXTH CAUSE OF ACTION

26 FAILURE TO PROVIDE REST PERIODS AND MEAL PERIODS IN VIOLATION OF
27 LABOR CODE SECTIONS 226.7, 512, AND WAGE ORDER 5

28 (As Against all Defendants and DOE Defendants 1 through 50)

1 55. Plaintiff incorporates paragraphs 1 through 54 above as though fully set forth
2 herein.

3 56. At all times relevant to this Complaint, California Labor Code section 226.7 was
4 in effect and provided: “[an] employer shall require any employee to work during any meal or
5 rest period mandated by an applicable order of the Industrial Welfare Commission. If an
6 employer fails to provide an employee a meal period or rest period in accordance with an
7 applicable order of the Industrial Welfare Commission, the employer shall pay the employee
8 one additional hour of pay at the employee’s regular rate of compensation for each work day
9 that the meal or rest period is not provided.”

10 57. At all times relevant to this Complaint, IWC Wage Order 5-2001 was in effect
11 and stated, in relevant part, “every employer shall authorize and permit all employees to take
12 rest periods, which insofar as practicable shall be in the middle of each work period. The
13 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
14 minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need
15 not be authorized for employees whose total daily work time is less than three and one-half (3
16 ½) hours. Authorized rest period time shall be counted, as hours worked, for which there shall
17 be no deduction from wages.” Labor Code Section 512 further reads, “An employer may not
18 employ an employee for a work period of more than five hours per day without providing the
19 employee with a meal period of not less than 30 minutes, except that if the total work period per
20 day of the employee is no more than six hours, the meal period may be waived by mutual
21 consent of both the employer and employee. An employer may not employ an employee for a
22 work period of more than 10 hours per day without providing the employee with a second meal
23 period of not less than 30 minutes, except that if the total hours worked is no more than 12
24 hours, the second meal period may be waived by mutual consent of the employer and the
25 employee only if the first meal period was not waived.”

26 58. At all times herein mentioned, Plaintiff was non-exempt and subject to the rest
27 break and meal break provisions set-forth above. Plaintiff alleges that she worked for
28 defendants during shifts that consisted of more than five hours in a day and she was not

1 properly provided with all of her full and uninterrupted rest breaks for every four hours of work
2 or major fraction thereof as required by Labor Code §§ 226.7, 512 and Wage Orders No. 5-
3 2001, §11B.

4 59. Defendants' unlawful conduct alleged herein occurred in the course of
5 employment of Plaintiff.

6 60. Because defendants failed to authorize, afford, permit, and provide proper rest
7 periods and meal breaks, they are liable to Plaintiff for one hour of additional pay at the regular
8 rate of compensation for each workday that the proper rest or meal period was not provided,
9 pursuant to Labor Code § 226.7 and Wage Order No. 5-2001.

10 SEVENTH CAUSE OF ACTION

11 FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS, IN
12 VIOLATION OF LABOR CODE SECTION 226

13 (As Against all Defendants and DOE Defendants 1 through 50)

14 61. Plaintiff incorporates paragraphs 1 through 60 of this complaint as if fully alleged
15 herein.

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

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

21 (1) gross wages earned, (2) total hours worked by the employee, except for
22 any employee whose compensation is solely based on a salary and who is exempt
23 from payment of overtime under subdivision (a) of Section 515 or any applicable
24 order of the Industrial Welfare Commission, (3) the number of piece-rate units
25 earned and any applicable piece rate if the employee is paid on a piece-rate basis,
26 (4) all deductions, provided that all deductions made on written orders of the
27 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
28 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,
only the last four digits of his or her social security number or an employee
identification number other than a social security number may be shown on the
itemized statement, (8) the name and address of the legal entity that is the employer,

1 and (9) all applicable hourly rates in effect during the pay period and the
2 corresponding number of hours worked at each hourly rate by the employee.

3 64. Defendants' illegal wage practices, including but not limited to Defendants' failure
4 to pay at least minimum and overtime wages for all time worked, failure to provide meal and rest
5 breaks as required by California law, resulted in Defendants providing its non-exempt employees
6 with inaccurate, incomplete, and itemized wage statements in violation of California Labor Code
7 section 226. Defendants simply failed provide any semblance of an accurate and itemized wage
8 statement, missing items such as #1, #2, #5, #9.

9 65. Defendants' failure to provide Plaintiff with accurate wage statements was knowing
10 and intentional. Defendants had the ability to provide Plaintiff with accurate wage statements but
11 intentionally failed to provide them. Defendants knowingly and intentionally put in place practices
12 which deprived employees of wages and resulted in Defendants' knowing and intentional failure
13 to provide wage statements.

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

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

25 68. Pursuant to California Labor Code Section 226(h), Plaintiff is entitled to bring an
26 action for injunctive relief to ensure Defendants' compliance with California Labor Code section
27 226(a). Injunctive relief is warranted because, on information and belief, Plaintiff alleges that
28 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).

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

8 EIGHTH CAUSE OF ACTION FOR FAILURE

9 TO PAY WAGES DUE AT TIME OF TERMINATION

10 (California Labor Code §§201, 202 AND 203)

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

12 70. Plaintiff incorporates paragraphs 1 through 69 above as though fully set forth
13 herein.

14 71. At all times relevant to this Complaint, California Labor Code sections 201 and
15 202 required that an employer promptly pay all wages due to employees at the time of
16 separation of their employment. Section 201 required "[i]mmediate payment of wages due
17 upon discharge or layoff" and section 202 required that an employee who quits his or her
18 employment is paid all wages due "not later than 72 hours thereafter, unless the employee has
19 given 72 hours previous notice of his or her intention to quit, in which case the employee is
20 entitled to his or her wages at the time of quitting."

21 72. At all times relevant to this Complaint, California Labor Code section 203
22 provided that, for the willful violation of sections 201 and/or 202, "the wages of the employee
23 shall continue as a penalty from the due date thereof at the same rate until paid or until an action
24 therefor is commenced; but the wages shall not continue for more than 30 days."

25 73. Defendants willfully failed to pay all wages due to Plaintiff upon termination
26 with Defendants, therefore, Defendants are required to reimburse her all unpaid wages earned
27 and the penalties provided by Labor Code section 203.

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1 NINTH CAUSE OF ACTION

2 PAGA CIVIL PENALTIES FOR FAILURE TO PAY OVERTIME IN VIOLATION OF
3 LABOR CODE SECTIONS 510, 1194, 1198, AND 558

4 (California Labor Code §§510, 1194, 1198, 558, 2698 ET SEQ.)

5 (By Plaintiff, on behalf of herself, against all Defendants and Does 1 to 100)

6 74. Plaintiff incorporates paragraphs 1 through 73 of this complaint as if fully
7 alleged herein. During the period preceding the filing of the initial complaint in this action,
8 Defendants violated Labor Code sections 510, 1194, 1198, and 558, and all applicable Wage
9 Orders. These violations subject Employer to civil penalties as set forth in (1) the foregoing
10 statutes, (2) or the default penalties as set forth in Labor Code sections 2698 et seq and as
11 permitted by law. Plaintiff reserves any and all rights to sue in additional individual
12 defendants so as to be held liable, after further discovery, or other unknown individuals
13 responsible for these violations, only as to civil penalties under Labor Code Section 558.

14 75. Plaintiff exhausted her LWDA administrative remedies as required by the
15 PAGA statute, complying with all exhaustion procedures.

16 76. Specifically, Defendants have committed the following violations of California
17 Labor Code:

18 77. A. Overtime Violations: Defendants failed to pay all overtime due and
19 owing for daily overtime worked in excess of eight hours, and for hours in excess of forty
20 weekly hours, as required by the enumerated labor code sections. Plaintiff, as well as other
21 aggrieved employees, frequently worked more than eight daily hours, and more than forty
22 weekly hours, and as such, should have been paid overtime rates. Notwithstanding,
23 Defendants caused, permitted, and failed to pay overtime premiums despite actual and
24 constructive knowledge that overtime work was occurring without appropriate compensation.

25 78. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
26 employee, on behalf of himself/herself and other current or former employees, to bring a civil
27 action to recover civil penalties against all Defendants pursuant to the procedures specified in
28 Labor Code Sections 2699.3 and 2699.5.

79. Plaintiff has complied with the procedures for bringing suit specified in Labor Code section 2699.3 and 2699.5.

80. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorney's fees and costs in connection with her claims and that of other aggrieved employees for civil penalties.

TENTH CAUSE OF ACTION

PAGA CIVIL PENALTIES FOR VIOLATION OF LABOR CODE SECTION 558.1 (California Labor Code §§558.1, 2698 ET SEQ.)

(By Plaintiff, on behalf of herself and all aggrieved employees, against all Defendants and Does 1 to 100)

81. Plaintiff incorporates paragraphs 1 through 80 of this complaint as if fully alleged herein. During the period preceding the filing of the initial complaint in this action, Defendants violated Labor Code section 558.1. These violations subject Employer to civil penalties as set forth in (1) the foregoing statutes, (2) or the default penalties as set forth in Labor Code sections 2698 et seq. Plaintiff reserves any and all rights to do in additional individual defendants so as to be held liable for violations of Labor Code Section 558.1.

82. Plaintiff exhausted her LWDA administrative remedies as required by the PAGA statute, complying with all exhaustion procedures.

83. Specifically, Defendants have committed the following violations of California Labor Code:

84. A. Wage Violations: Defendants failed to pay all minimum wages due and owing, all overtime due and owing for daily overtime worked in excess of eight daily hours, and for weekly overtime in excess of forty hours, as required by the enumerated labor code sections. In addition, Defendants failed to provide and authorize all required meal and rest breaks as required by Labor Code Section 226.7. This in turn caused violations of Labor Code Sections 226, 226.7, 203, and 1194 on a derivative basis, as explained throughout this complaint. Amongst other reasons, the failure to pay the aforementioned wages caused inaccurate itemizations with Labor Code Section 226(A) for categories of required

1 information including but not limited to 226(A)(1), (2), (5), and (9). Moreover, this caused
2 wages to go unpaid at the time of termination, in violation of Labor Code Section 203. All of
3 this occurred and was ratified, as well as implemented through unlawful corporate policies
4 and procedures and which affected all aggrieved employees.

5 85. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
6 employee, on behalf of himself/herself and other current or former employees, to bring a civil
7 action to recover civil penalties against all Defendants pursuant to the procedures specified in
8 Labor Code Sections 2699.3 and 2699.5.

9 86. Plaintiff has complied with the procedures for bringing suit specified in Labor
10 Code section 2699.3 and 2699.5.

11 87. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
12 reasonable attorney's fees and costs in connection with her claim and that of other aggrieved
13 employees for civil penalties.

14 ELEVENTH CAUSE OF ACTION

15 PAGA CIVIL PENALTIES FOR VIOLATION OF LABOR CODE SECTIONS 16 1199 AND 2698 ET SEQ. (California Labor Code §§1199, 2698 ET SEQ.)

17 (By Plaintiff, on behalf of herself and all aggrieved employees, against all Defendants
18 and Does 1 to 100)

19 88. Plaintiff incorporates paragraphs 1 through 87 of this complaint as if fully alleged
20 herein. During the period preceding the filing of the initial complaint in this action,
21 Defendants violated Labor Code sections 1199, and all applicable Wage Orders. These
22 violations subject Employer to civil penalties as set forth in (1) the foregoing statutes, (2) or
23 the default penalties as set forth in Labor Code sections 2698 et seq.

24 89. Plaintiff exhausted her LWDA administrative remedies as required by the PAGA
25 statute, complying with all exhaustion procedures.

26 90. Specifically, Defendants have committed the following violations of California Labor
27 Code:
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1 91. A. Failure to Maintain Accurate Records in Violation of Any and All Applicable
2 Wage Orders, including but not limited to 5, specifically records of: “(5) Total hours worked in
3 the payroll period and applicable rates of pay.” Because Defendants did not keep such accurate
4 records with this information, let alone paid all overtime due and owing, minimum wages, it
5 violated the applicable wage order, and is liable for civil penalties. In addition, its failure to pay
6 overtime and minimum wages in itself violates Labor Code Section 1199 as well.
7 Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee, on
8 behalf of himself/herself and other current or former employees, to bring a civil action to
9 recover civil penalties against all Defendants pursuant to the procedures specified in Labor
10 Code Sections 2699.3 and 2699.5. Plaintiff has complied with the procedures for bringing suit
11 specified in Labor Code section 2699.3 and 2699.5.

12 92. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
13 reasonable attorney's fees and costs in connection with her claims and that of other aggrieved
14 employees for civil penalties.

15 TWELFTH CAUSE OF ACTION

16 PAGA CIVIL PENALTIES FOR VIOLATION OF LABOR CODE SECTIONS 226(A)
17 AND 2698 ET SEQ. (California Labor Code §§226(A), 2698 ET SEQ.)

18 (By Plaintiff, on behalf of herself and all aggrieved employees, against all Defendants and Does
19 1 to 100)

20 93. Plaintiff incorporates paragraphs 1 through 92 of this complaint as if fully
21 alleged herein. During the period preceding the filing of the initial complaint in this action,
22 Defendants violated Labor Code sections 226(A) and 2698 *et seq.*. These violations subject
23 Employer to civil penalties as set forth in (1) the foregoing statutes, (2) or the default penalties
24 as set forth in Labor Code sections 2698 *et seq.*

25 94. Plaintiff exhausted her LWDA administrative remedies as required by the
26 PAGA statute, complying with all exhaustion procedures.

27 95. Specifically, Defendants have committed the following violations of California
28 Labor Code:

1 96. Wage Stub Violations: Defendants failed to provide Plaintiff and all aggrieved
2 employees with itemized wage statements providing complete and accurate information as to
3 Labor Code Section 226(a)(1),(2),(5), and (9) as a result of its failure to pay all overtime,
4 minimum wages, and break premium wages. As a result, it in turn, failed to provide the above
5 categories of information accurately and as strictly required by Labor Code Section 226(a).

6 97. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
7 employee, on behalf of himself/herself and other current or former employees, to bring a civil
8 action to recover civil penalties against all Defendants pursuant to the procedures specified in
9 Labor Code Sections 2699.3 and 2699.5.

10 98. Plaintiff has complied with the procedures for bringing suit specified in Labor
11 Code section 2699.3 and 2699.5.

12 99. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
13 reasonable attorney's fees and costs in connection with her claim and that of other aggrieved
14 employees for civil penalties.

15 THIRTEENTH CAUSE OF ACTION

16 PAGA CIVIL PENALTIES FOR VIOLATION OF LABOR CODE SECTIONS
17 226, 226.3, 226.6, 1174.5, AND 2698 ET SEQ.

18 (California Labor Code §§226, 226.3, 226.6, 1174.5, AND 2698 ET SEQ.)

19 (By Plaintiff, on behalf of herself and all aggrieved employees, against all
20 Defendants and Does 1 to 100)

21 100. Plaintiff incorporates paragraphs 1 through 99 of this complaint as if fully
22 alleged herein. During the period preceding the filing of the initial complaint in this action,
23 Defendants violated Labor Code sections 226, 226.3, 226.6, 1174.5, and 2698 *et seq.* These
24 violations subject Employer to civil penalties as set forth in (1) the foregoing statutes, (2) or
25 the default penalties as set forth in Labor Code sections 2698 *et seq.*

26 101. Plaintiff exhausted her LWDA administrative remedies as required by the
27 PAGA statute, complying with all exhaustion procedures.

28 102. Specifically, Defendants have committed the following violations of California

1 Labor Code:

2 103. A. Wage Stub Violations: Defendants failed to provide Plaintiff and all
3 aggrieved employees with itemized wage statements, providing complete and accurate
4 information as to Labor Code Section 226(a)(1),(2),(5), and (9) as a result of its failure to pay
5 all minimum wages, overtime wages, and premium wages worked and earned. Because of its
6 willful and intentional failure, it in turn, failed to provide the above categories of information
7 accurately and as strictly required by Labor Code Sections 226, 226.3, and 226.6. In addition,
8 it failed to maintain daily worked hours in violation of Labor Code Sections 1174 and 1174.5.

9 104. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
10 employee, on behalf of himself/herself and other current or former employees, to bring a civil
11 action to recover civil penalties against all Defendants pursuant to the procedures specified in
12 Labor Code Sections 2699.3 and 2699.5.

13 105. Plaintiff has complied with the procedures for bringing suit specified in Labor
14 Code section 2699.3 and 2699.5.

15 106. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
16 reasonable attorney's fees and costs in connection with her claims and that of other aggrieved
17 employees for civil penalties.

18 FOURTEENTH CAUSE OF ACTION

19 PAGA CIVIL PENALTIES FOR VIOLATION OF LABOR CODE SECTIONS
20 201, 203, 256, AND 2698 ET SEQ.

21 (California Labor Code §§201, 203, 256, and 2698 ET SEQ.)

22 (By Plaintiff, on behalf of herself and all aggrieved employees, against all
23 Defendants and Does 1 to 50)

24 107. Plaintiff incorporates paragraphs 1 through 106 of this complaint as if fully
25 alleged herein. During the period preceding the filing of the initial complaint in this action,
26 Defendants violated Labor Code sections 201, 203, 256, 2698 et seq., and all applicable Wage
27 Orders. These violations subject Employer to civil penalties as set forth in (1) the foregoing
28 statutes, (2) or the default penalties as set forth in Labor Code sections 2698 et seq.

1 108. Plaintiff exhausted her LWDA administrative remedies as required by the
2 PAGA statute, complying with all exhaustion procedures.

3 109. Specifically, Defendants have committed the following violations of California
4 Labor Code: At all times relevant to this Complaint, California Labor Code sections 201 and
5 202 required that an employer promptly pay all wages due to employees at the time of
6 separation of their employment. Section 201 required “[i]mmediate payment of wages due
7 upon discharge or layoff” and section 202 required that an employee who quits his or her
8 employment is paid all wages due “not later than 72 hours thereafter, unless the employee has
9 given 72 hours previous notice of his or her intention to quit, in which case the employee is
10 entitled to his or her wages at the time of quitting.”

11 110. At all times relevant to this Complaint, California Labor Code section 203
12 provided that, for the willful violation of sections 201 and/or 202, “the wages of the employee
13 shall continue as a penalty from the due date thereof at the same rate until paid or until an action
14 therefor is commenced; but the wages shall not continue for more than 30 days.” This is also
15 provided as an additional penalty under Labor Code Section 256.

16 111. Defendants willfully failed to pay all wages due to Plaintiff and other aggrieved
17 employees upon termination and/or separation with Defendants, therefore, Defendants are liable
18 for civil penalties.

19 112. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
20 employee, on behalf of himself/herself and other current or former employees, to bring a civil
21 action to recover civil penalties against all Defendants pursuant to the procedures specified in
22 Labor Code Sections 2699.3 and 2699.5.

23 113. Plaintiff has complied with the procedures for bringing suit specified in Labor
24 Code section 2699.3 and 2699.5.

25 114. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
26 reasonable attorney's fees and costs in connection with her claims and that of other aggrieved
27 employees for civil penalties.

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1 FIFTEENTH CAUSE OF ACTION

2 PAGA CIVIL PENALTIES FOR VIOLATION OF LABOR CODE SECTIONS 204,
3 210, AND 2698 ET SEQ.

4 (California Labor Code §§204, 210, 2698 ET SEQ.)

5 (By Plaintiff, on behalf of herself and all aggrieved employees, against All
6 Defendants and Does 1 through 100)

7 115. Plaintiffs incorporates paragraphs 1 through 114 of this complaint as if fully
8 alleged herein. During the period preceding the filing of the initial complaint in this action,
9 Defendants violated Labor Code sections 204, 210, and all applicable Wage Orders. These
10 violations subject Employer to civil penalties as set forth in (1) the foregoing statutes, (2) or
11 the default penalties as set forth in Labor Code sections 2698 et seq.

12 116. Plaintiff exhausted her LWDA administrative remedies as required by the
13 PAGA statute, complying with all exhaustion procedures.

14 117. Specifically, Defendants have committed the following violations of California
15 Labor Code:

16 118. A. Failure to Pay all Wages on A Bi-Weekly Basis: Defendants failed to
17 pay all wages due and owing as described throughout this complaint, as required by the
18 enumerated labor code sections, on a timely basis as strictly required by the requirements of
19 Labor Code Section 204, making it liable for civil penalties under Labor Code Section 204
20 and 210.

21 119. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
22 employee, on behalf of himself/herself and other current or former employees, to bring a civil
23 action to recover civil penalties against all Defendants pursuant to the procedures specified in
24 Labor Code Sections 2699.3 and 2699.5.

25 120. Plaintiff has complied with the procedures for bringing suit specified in Labor
26 Code section 2699.3 and 2699.5.

27 121. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
28 reasonable attorney's fees and costs in connection with their claims and that of other

1 aggrieved employees for civil penalties.

2 SIXTEENTH CAUSE OF ACTION

3 PAGA CIVIL PENALTIES FOR FAILURE TO PAY MINIMUM WAGES IN VIOLATION

4 OF

5 LABOR CODE SECTIONS 1194, 1197, 1197.1, 558, AND 558.1

6 (California Labor Code §§1194, 1197, 1197.1, 558, 558.1, and 2698 ET SEQ.)

7 (By Plaintiff, on behalf of herself and all aggrieved employees, against all

8 Defendants and Does 1 to 100)

9 122. Plaintiffs incorporate paragraphs 1 through 121 of this complaint as if fully
10 alleged herein. During the period preceding the filing of the initial complaint in this action,
11 Defendants violated Labor Code sections 1194, 1197, 1197.1, 558, AND 558.1, and all
12 applicable Wage Orders. These violations subject Employer to civil penalties as set forth in
13 (1) the foregoing statutes, (2) or the default penalties as set forth in Labor Code sections 2698
14 et seq and as permitted by law. Plaintiff reserves any and all rights to do in additional
15 individual defendants so as to be held liable, after further discovery, or other unknown
16 individuals responsible for these violations, only as to civil penalties under Labor Code
17 Sections 558, 558.1, 1197.1 however.

18 123. Plaintiff exhausted her LWDA administrative remedies as required by the
19 PAGA statute, complying with all exhaustion procedures.

20 124. Specifically, Defendants have committed the following violations of California
21 Labor Code:

22 125. A. Minimum Wage Violations: Defendants failed to pay all minimum
23 wages due and owing for all time worked, as required by the enumerated labor code sections,
24 and state minimum wage laws. Plaintiff, as well as other aggrieved employees, were
25 essentially required to work off the clock despite actual and constructive knowledge that
26 Plaintiff and aggrieved employees were working more hours than they were paid for at all, as
27 a result of the unlawful misclassification and unlawful rounding policies.

28 126. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved

1 employee, on behalf of himself/herself and other current or former employees, to bring a civil
2 action to recover civil penalties against all Defendants pursuant to the procedures specified in
3 Labor Code Sections 2699.3 and 2699.5.

4 127. Plaintiff has complied with the procedures for bringing suit specified in Labor
5 Code section 2699.3 and 2699.5.

6 128. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
7 reasonable attorney's fees and costs in connection with her claims and that of other aggrieved
8 employees for civil penalties.

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

11 AS TO ALL CAUSES OF ACTION:

- 12 1. For general damages against Defendants according to proof;
- 13 2. For special damages against Defendants according to proof;
- 14 3. For exemplary and punitive damages according to proof;
- 15 4. For costs of suit incurred herein;
- 16 5. For pre-judgment and post-judgment interest; and
- 17 6. For such other and further relief as the court deems just and proper.

18 ON THE FIRST THROUGH SECOND CAUSE OF ACTION

19 (As Against All Defendants and DOES 1-50)

- 20 1. For reasonable attorney's fees according to proof and in accordance to the
21 applicable statutes; and
- 22 2. For declaratory and injunctive relief, including but not limited to reinstatement.

23 ON THE FOURTH, FIFTH, AND SEVENTH CAUSES OF ACTION

24 (As Against All Defendants and DOES 1-50)

- 25 1. For reasonable attorney's fees according to proof and in accordance to the statutes;
- 26 2. For statutory penalties and liquidated damages as provided by law; and
- 27 3. For declaratory and injunctive relief.

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ON THE THIRD, SIXTH AND EIGHTH CAUSE OF ACTION

(As Against All Defendants and DOES 1-50)

1. For declaratory and injunctive relief; and
2. For statutory penalties.

ON THE NINTH THROUGH SIXTEENTH CAUSES OF ACTION

(As Against All Defendants and DOES 1-100 or as specified in each cause of action)

1. For PAGA civil penalties; and
2. For attorney's fees.

Dated: June 14, 2021

LAW OFFICE OF ALFREDO NAVA JR., APC

By: 

ALFREDO NAVA
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: June 14, 2021

LAW OFFICE OF ALFREDO NAVA JR., APC

By: 

ALFREDO NAVA
Attorney for Plaintiff