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Nazo Koulloukian
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Job: 6495639 Due: _____
Recipient: _____
Server: BLS Courts Fee: _____
Facility Phone: _____ Created: 12/23/2021

Client: Koul Law Firm Phone: (213) 761-5484

Email: nazo@koullaw.com

Case #		Plaintiff	Breland
Court	Superior Court of California, County of Los Angeles, Stanley Mosk Courthouse	Defendant	GMRI
Documents			
Instructions			
E File: Summons Complaint Civil Case Coversheet			

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BOSCO LEGAL

Adv \$435

Date/Time/Initials: Description of Service / Recipient:
Submitted 12.24.21
#526615
Accepted 12.27.21 c/f \$4.20

Person Served:

Date Served: Time (Military): Served By:

Age: Gender: Ethnicity: Weight:

Height: Hair: Eyes: Relationship:

Job: 6495639

PPCC \$55
\$5
\$160

PPCC Adv \$435
\$43.50
\$478.50

Superior Court of California
County of Los Angeles

Receipt No: EFM-2021-4181362.1

Date: 12/27/21 8:32 AM

Time: 12/27/21 8:32 AM

CASE # 21STCV46911

JASON BRELAND, AN INDIVIDUAL, ON

Unlimited Civil- Compt/UD/Pet 435.00
filed >25k -

GC70611,70602.5,70602.6_Def
endant

Court Transaction Fee 2.25

Case Total: 437.25

Total Paid: 437.25

21LA04518619

SUM-100

SUMMONS

(CITACION JUDICIAL)

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

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

GMRI, INC., a Florida Corporation, and OLIVE GARDEN HOLDINGS, LLC a Florida Limited Liability Company, and DOES 1-50, inclusive,

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

JASON BRELAND, an individual, on behalf of himself, all aggrieved employees, and the State of California as a Private Attorneys General,

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 of California
County of Los Angeles, Stanley Mosk Courthouse
111 N. Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

21STCV46911

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):
Nazo Koulloukian, SBN 263809, 3435 Wilshire Blvd., Ste. 1710, Los Angeles, CA 90010, Tel:(213) 761-5484
Sherri R. Carter Executive Officer / Clerk of Court

DATE: 12/23/2021
(Fecha)Clerk, by H. Flores-Hernandez, Deputy
(Secretario) (Adjunto)

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

NOTICE TO THE PERSON SERVED: You are served

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

(SEAL)



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Nazo Koulloukian, SBN 263809; Christine Hammandayan, SBN 320999 KOUL LAW FIRM 3435 Wilshire Blvd., Suite 1710 Los Angeles, CA 90010 TELEPHONE NO.: (213) 761-5484 FAX NO.: (818) 561-3938 ATTORNEY FOR (Name): Plaintiff and the Aggrieved Employees		FOR COURT USE ONLY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk Courthouse		CASE NUMBER: 21STCV46911	
CASE NAME: BRELAND v. GMRI, INC., et al.			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		JUDGE: DEPT:	

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

1. Check one box below for the case type that best describes this case:		
Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)

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): One (1)
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: December 23, 2021

Nazo Koulloukian

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

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7 Tarzana, CA 91356
Telephone: (818) 609-0807
8 Facsimile: (818) 609-0892

9 Attorneys for Plaintiff,
10 JASON BRELAND on behalf of
himself, all aggrieved employees, and the State
11 of California as a Private Attorneys General

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**

15 JASON BRELAND, an individual, on
16 behalf of himself, all aggrieved employees,
and the State of California as a Private
17 Attorneys General,

18 Plaintiff,

19 vs.

20 GMRI, INC., a Florida Corporation, and
OLIVE GARDEN HOLDINGS, LLC a
21 Florida Limited Liability Company, and
22 DOES 1-50, inclusive,

23 Defendants.
24

Case No.: **21STCV46911**

REPRESENTATIVE ACTION

**Violation of the Private Attorneys
General Act of 2004, Cal. Labor Code
§2698 et seq.**

1 Plaintiff JASON BRELAND brings this PAGA representative action complaint on
2 behalf of himself, all aggrieved employees, and the State of California as a Private
3 Attorneys General, and alleges as follows:

4 **NATURE OF THE ACTION**

5
6 1. Plaintiff JASON BRELAND worked for defendants GMRI, INC. and OLIVE
7 GARDEN HOLDINGS, LLC and Does 1-50 (collectively “Defendants” or “Employer”)
8 for three years, until Spring of 2021. Plaintiff brings this action pursuant to the Private
9 Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a
10 representative basis. All current and former non-exempt, hourly employees of Defendants
11 in California within one year of serving notice on the LWDA on October 18, 2021, to the
12 present are aggrieved employees.

13 2. Defendants failed to comply with California Labor Code requirements due to
14 erroneous, willful, and intentional employment practices and policies. Plaintiff brings this
15 representative action on behalf of himself, all others similarly situated aggrieved
16 employees, and the State of California, based upon the claims articulated below. Plaintiff
17 provided notice of the claims pursuant to §2698 *et seq.*, to the Labor and Workforce and
18 Development Agency (“LWDA”), as illustrated by the attached Exhibit. The LWDA has
19 not provided any notice to Plaintiff following the exhaustion of the 65-day notice period
20 required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
21 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

22 3. Defendants have had a consistent policy and/or practice of: (1) failing to pay for
23 all hours worked, including overtime hours worked; (2) failing to pay wages due upon
24 termination; (3) failing to provide meal periods and rest periods; (4) failing to provide place
25 of employment that is safe and healthful; (5) failing to reimburse for required business
26 expenses; (6) failing to provide cool-down periods; (7) failing to provide suitable seating;
27 (8) failing to provide safe working conditions; (9) failing to provide accurate itemized wage
28 statements & violation of record keeping requirements. Defendants are therefore liable for

1 civil penalties under the Cal. Labor Code, including the Private Attorney General Act
2 (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

3 **THE PARTIES**

4 4. Plaintiff JASON BRELAND is a resident of the State of California and was
5 employed as an hourly, nonexempt employee of Defendants from 2018 until 2021.

6 5. Defendant GMRI, INC. is a Florida Corporation registered to do business and
7 doing business in California with the capacity to sue and to be sued, and doing business in
8 the county of Los Angeles, California.

9 6. Defendant OLIVE GARDEN HOLDINGS, LLC, is a Florida Limited Liability
10 Company registered to do business and doing business in California with the capacity to
11 sue and to be sued, and doing business in the county of Los Angeles, California.

12 7. Plaintiff is unaware of the true names, capacities, relationships, and extent of
13 participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 50,
14 but is informed and believes and thereon alleges that said Defendants are legally
15 responsible for the wrongful conduct alleged herein and therefore sues these Defendants
16 by such fictitious names, Plaintiffs will amend this complaint when their true names and
17 capabilities are ascertained.

18 8. Plaintiff is informed and believes and thereon alleges that each Defendant,
19 directly or indirectly, or through agents or other persons, employed Plaintiff and other
20 aggrieved employees of the representative class, and exercised control over their wages,
21 hours, and working conditions. Plaintiff is informed and believes and thereon allege that
22 each Defendants acted in all respects pertinent to this action as the agent of the other
23 Defendants, carried out a joint scheme, business plan or policy in all respects pertinent
24 hereto, and the acts of each Defendants are legally attributable to the other Defendants.

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1 **Failure to Pay for All Hours Worked, Including Overtime Hours Worked**

2 (Cal. Labor Code §§218, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*,
3 Wage Order 5)

4 17. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
5 incorporate said paragraphs herein by reference.

6 18. Section 2(K) of Wage Order 5 defines “hours worked” as “the time during which
7 an employee is subject to the control of an including all the time the employee is suffered
8 or permitted to work, whether or not required to do so.” When employees like Plaintiff and
9 his coworkers earning wages at or near minimum wage do not receive payment for all hours
10 worked, the result is that they are earning less than the statutory minimum wages for all
11 hours worked. Employer has been engaged in many unlawful employment practices which
12 resulted in underpayment for hours worked each pay period, including shaving time from
13 their timecards due to employer rounding.

14 19. Off-the-Clock Hours Worked for Covid-19 Temperature Checks. Plaintiff and
15 aggrieved employees were required to participate in temperature checks and COVID-19
16 health questionnaires prior to clocking in, wherein they were under their employer’s
17 control but not compensated for their time. For example, when Plaintiff would arrive for
18 his shift, he would not clock in, and would have to wait to have his temperature taken and
19 spend time answering all questions on the questionnaire before entering the building to
20 clock in, sometimes taking up to 10 minutes. Even though Plaintiff would arrive to begin
21 his work shift and would begin work, he was not able to clock in until the required
22 temperature check and questionnaire were complete. Plaintiff and aggrieved employees
23 were not paid for this time worked, resulting in failure to pay wages, including overtime
24 and minimum wages. Employer has violated Labor Code §§510 1194, 1194.2, 1197, 1198,
25 1199 and Wage Order 5. Employer is liable for civil penalties pursuant to Labor Code
26 §2698 *et seq.*

27 ///

28 ///

1 20. Failure to Pay COVID-19 Supplemental Paid Sick Leave. Pursuant to Labor
2 Code §1197, “[t]he minimum wage for employees fixed by the commission or by any
3 applicable state or local law, is the minimum wage to be paid to employees, and the
4 payment of a lower wage than the minimum so fixed is unlawful.” In the case of COVID-
5 19, Executive Order N-51-20 and Labor Code 248.2 require that Employers provide 80
6 hours of paid sick leave to full time employees. Food sector workers who work full time
7 are entitled to 80 hours of paid sick leave if the worker is subject to a Federal, State, or
8 local quarantine or isolation order related to COVID-19, or the worker is advised by a
9 health care provider to self-isolate or self-quarantine due to health concerns related to
10 COVID-19, or the worker is prohibited from working by the worker’s hiring entity due to
11 health care concerns related to the potential transmission of COVID-19.

12 21. In this case, Employer is a covered employer under N-51-20 and Labor Code
13 248.2, and Plaintiff and aggrieved employees are covered employees. Although many
14 aggrieved employees became sick with symptoms of COVID-19 and were unable to report
15 to work, many employees were not provided with the required 80 hours of additional paid
16 sick time. As a result of these practices, Employer has violated Cal. Labor Code §§218,
17 510, 1194, 1197, 1198 and Industrial Welfare Commission Wage Orders
18 paragraph(3)(A)(1) for failure to pay overtime. Employer is liable for civil penalties
19 pursuant to Cal. Labor Code §558 and 2698 *et seq.*

20 22. Pre and Post Shift Work and Time-Shaving and Rounding. Plaintiff and
21 aggrieved employees frequently worked off the clock and were routinely subjected to
22 periods wherein they were under the Employers’ control but not compensated for their
23 time. The timecards were routinely rounded to the quarter hour, oftentimes the rounding
24 would cause the Plaintiff and Aggrieved Employees to not be paid for all hours they
25 worked.

26 23. When it comes to time shaving and rounding, the California Supreme Court has
27 rejected the de minimis argument frequently echoed by employers, confirming that
28 employees are entitled to payment for all hours (and minutes) worked. Indeed, California

1 law will permit a “rounding policy only ‘if the rounding policy is fair and neutral on its
2 face and ‘it is used in such a manner that it will not result, over a period of time, in failure
3 to compensate the employees properly for all the time they have actually worked.’”
4 (*Troester v. Starbucks Corporation*, (2018) 5 Cal. 5th 829, 846, citing *See’s Candy*, 210
5 Cal.App.4th at p. 907.) Employer rounds all clock in and clock out entries on Plaintiff and
6 aggrieved employees’ timecard.

7 24. The policy utilized by Employer is neither fair nor neutral, as it consistently
8 shaved time from Plaintiff and aggrieved employees’ hours worked, resulting in a failure
9 to compensate Plaintiff and aggrieved employees for all hours and overtime hours worked.

10 25. Work Performed During Unpaid Meal Periods. As more fully set forth below,
11 Employer failed to permit Plaintiff and others to take timely, off-duty meal breaks of “not
12 less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
13 §§226.7 and 512. Employees were frequently not given their meal break within the
14 statutory time period required and breaks were interrupted with work duties resulting in
15 underpaid hours worked. Employer also failed to pay meal period penalty wages as the
16 regular rate of pay.

17 26. Failure to Pay Wages- Required Minimum Wage. Employer failed to pay
18 Plaintiff and aggrieved employees for all hours worked as a result of Employer’s practice
19 of rounding time-card entries and requiring employees to work during mandated meal and
20 rest periods. Based on Employer’s unlawful conduct described above, and because Plaintiff
21 and the aggrieved employees were paid at or near minimum wage, Employer’s failure to
22 pay for all hours worked, including overtime, resulted in a payment of less than the
23 minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and
24 Wage Order 5-2001 4(B). Employer is liable for civil penalties pursuant to Labor Code
25 §§558 and 2699 *et seq.*

26 27. Failure to Pay All Wages Owed Twice Per Month. Employer was required to
27 pay Plaintiff and aggrieved employees all wages earned twice during each calendar month
28 pursuant to Labor Code §204(a). Employer failed to pay all wages earned to employees as

1 a result of the unlawful employment policies and practices discussed herein. As a result of
2 these practices, Employees were underpaid for hours worked, including overtime and
3 penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per
4 month. Due to this failure, Employer is liable under Labor Code §210 for failure to pay
5 wages as required by law.

6 **Failure to Pay Wages Due Upon Termination**

7 (Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*)

8 28. An employee who is discharged must be paid all of his or her wages, including
9 accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and
10 227.3.) As set forth above, Employer knowingly and willfully failed to pay all
11 compensation due and owing to Plaintiff at the time employment terminated. Employer
12 willfully failed to pay employees who are no longer employed by it all compensation due
13 upon termination of employment as required by Cal. Lab. Code §§201 and 202. Plaintiff
14 and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
15 waiting time under the terms of §203. Moreover, Employer is liable for civil penalties
16 pursuant to Cal. Lab. Code § 2698 *et. Seq*

17 **Failure to Provide Meal Periods and Rest Breaks**

18 (Cal. Lab. Code §§226.7, 512, and 2698 *et seq.*, and IWC Wage Order No. 5-2001)

19 29. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
20 incorporate said paragraphs herein by reference.

21 30. The claims made on behalf of Mr. Breland are also based on the following
22 common facts and theories: Through Employer's common policies and practices rest
23 periods were either less than ten minutes, not provided, interrupted or late, "on duty", or
24 not scheduled before and after a meal period for shifts greater than six hours, as prescribed
25 by California law because Employer: (1) did not account for all hours worked that were
26 unaccounted for on their timecard; (2) did not adequately inform and train employees about
27 their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not
28 adequately inform and train employees about when, where and how to take timely and

1 uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to
2 schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because
3 management at various levels, affecting all hourly, non-exempt employees, refused to
4 offer, permit, or enforce a lawfully compliant rest break policy.

5 31. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided
6 because Employer: (1) did not account for all hours worked that were unaccounted for on
7 their timecard; (2) did not adequately inform and train employees about their rights to meal
8 periods and premium payments for non-compliant meal periods; (3) did not adequately
9 inform and train employees about when, where and how to take timely and uninterrupted
10 thirty-minute meal periods; (4) because Employer did not staff enough people to schedule
11 all timely and uninterrupted thirty-minute meal periods; and/or (5) because management at
12 various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or
13 enforce a lawfully compliant meal period policy.

14 32. Employees were not paid a premium payment, paid as an hour's wage when
15 meal and rest periods were not given to them in compliance with California law.

16 33. Defendants failed to pay Plaintiff and aggrieved employees all premium
17 compensation (one hour of pay at the employee's regular rate of pay for missed or untimely
18 rest periods) mandated by Labor Code §226.7 (b) for these missed rest periods. As a
19 derivative claim, Plaintiffs also allege that their pay statements were inaccurate, failing to
20 include required rest period penalties, thus failing the requirements of Labor Code §226(a).
21 As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor
22 Code §558 and §2698 et. seq.

23 34. Defendants failed to permit Plaintiff and aggrieved to take timely, off-duty, meal
24 breaks of "not less than 30 minutes" for each five consecutive hours of work in violation
25 of Labor Code §§226.7 and 512. Moreover, Defendants failed to properly pay penalty
26 wages for meal period violations. Pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021)
27 11 Cal. 5th 858, 863, "the calculation of premium pay for a noncompliant meal...period,
28

1 like the calculation of overtime pay, must account for not only hourly wages but also other
2 nondiscretionary payments for work performed by the employee.”

3 35. As a derivative claim, Plaintiff alleges that pay statements were inaccurate,
4 failing to include required meal period penalties, thus failing the requirements of Labor
5 Code §226(a). As a result of these violations, Defendants are liable for civil penalties
6 pursuant to Cal. Labor Code §558 and §2698 et. seq.

7 **Failure to Provide Place of Employment That Is Safe and Healthful**

8 (Cal. Labor Code §§6400, 6401, 6402, 6403, 6404, 6407, 2699 *et seq.*, 8 CCR 3202)

9 36. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
10 incorporate said paragraphs herein by reference.

11 37. Cal. Labor Code § 6400(a) provides that every employer shall furnish
12 employment and a place of employment that is safe and healthful for the employees therein.
13 Cal. Labor Code §6401 provides that “every employer shall furnish and use safety devices
14 and safeguards, and shall adopt and use practices, means, methods, operations, and
15 processes which are reasonably adequate to render such employment and place of
16 employment safe and healthful. Pursuant to Cal. Labor Code §6402, no employer shall
17 require, or permit any employee to go or be in any employment or place of employment
18 which is not safe and healthful. Cal. Labor Code §6403 states that no employer shall fail
19 or neglect to provide and use safety devices and safeguards reasonably adequate to render
20 the employment and place of employment safe, or to adopt and use methods and processes
21 reasonably adequate to render the employment and place of employment safe, or to do
22 every other thing reasonably necessary to protect the life, safety, and health of employees.
23 Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any place of
24 employment that is not safe and healthful. Cal. Labor Code § 6407 provides that every
25 employer and every employee shall comply with occupational safety and health standards,
26 with Section 25910 of the Health and Safety Code, and with all rules, regulations, and
27 orders pursuant to this division which are applicable to his own actions and conduct.
28

1 38. Employer failed to continue to take precautions to ensure Employee safety after
2 the onset of COVID. Under LC §6409.6(a)(1) “COVID-19” means severe acute
3 respiratory syndrome coronavirus 2 (SARS-CoV-2). The Employees were not required to
4 socially distance. Employees were forced to work in tight spaces near each other, ignoring
5 social distancing mandates. In addition, several employees became sick with COVID-19
6 and management was not informing those at work who had been in contact with them or
7 taking any precautions to quarantine those who had been in contact with a fellow employee
8 who had been infected with COVID-19. As a result of these practices, Employers have
9 violated Cal. Labor Code §§6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide
10 a safe and healthful environment for their employees, as outlined above. Employers are
11 liable for civil penalties pursuant to Cal. Labor Code §2699 *et seq.*

12 **Failure to Reimburse for Required Business Expenses**

13 (Cal. Labor Code §§1198, 2802, 2699 *et seq.*)

14 39. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
15 incorporate said paragraphs herein by reference.

16 40. Labor Code §2802 requires employers to indemnify employees for necessary
17 expenditures or losses incurred by employees in direct consequence of discharge of duties.
18 Here, Plaintiff and aggrieved employees were mandated to wear masks during their work
19 shifts, however, they had to provide their own required masks for work as Employer did
20 not make any masks available to them. Employer not only did not provide mandatory
21 masks for Plaintiff and aggrieved employees, they also failed to reimburse Plaintiff and
22 employees for this use as required by the Labor Code. In addition, Employer required the
23 wait staff to wear a specific uniform of black button down shirts, black undershirt, black
24 slacks, and black non-slip shoes. Even though this uniform was mandatory for the wait
25 staff, Employer did not provide them with the uniform, nor did they reimburse them for
26 the uniform items or cost of maintenance. Plaintiff and aggrieved employees were
27 expected to provide their own uniform items at their own personal expense. Accordingly,
28 Employer is liable for civil penalties under PAGA §2699 *et eq.*

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41. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

- a. The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

43. Cool-Down Periods. The kitchen area in the worksite was excessively hot and did not have proper ventilation or effective climate control given the climate issues caused by the grill and fry cook area. Temperatures would soar above 100 degrees. The only areas with proper air conditioning and ventilation are the guest areas. Employee areas are excessively hot and caused Plaintiff and aggrieved employees to suffer and sweat profusely under the conditions.

45. Those employees who worked in the kitchen worked under extreme heat with no cooling or ventilation. Employer did not give employees cool-down periods. Employers who fail to provide required recovery periods are liable for damages under Labor Code 226.7.

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46. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

47. Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

- a. All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.
- b. When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

49. At all relevant times, Employer failed to provide Plaintiff and aggrieved employees with suitable seating during their employment as required by section 14 of the applicable Wage Order. Plaintiff and other aggrieved employees were not provided with adequate seating in the break room to be seated when they are not engaged in the active duties of their employment. Some seating was provided; however, the seating was inadequate to provide seating for all employees on break at one time. Plaintiff and aggrieved employees were provided a break room that was also a dark and cramped storage facility, making it very tight quarters. Given the conditions of the break room, it was impossible for all the employees on break to be able to be seated and comfortably take a break from work. Accordingly, Plaintiff, on behalf of himself and aggrieved employees, will pursue civil penalties under Labor Code §2698 *et seq.*, and all available remedies to the extent allowed by law for the alleged violations.

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3 50. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
4 incorporate said paragraphs herein by reference.

5 51. Employer's workplaces would get unsafely hot in the kitchen and food prep
6 area. Many aggrieved employees are required to work with the flames of the grill and fry
7 area with no air circulation, ventilation or cooling mechanism. Employer does not have
8 proper climate control. Plaintiff and his coworkers worked in unbearable heat.

9

- a. The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.
- b. If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

53. In addition to climate control issues, Employer failed to take safety measures required to keep employees safe during COVID-19. Labor Code 1198 makes it unlawful to employ employee in conditions prohibited by the wage order. By violating the wage order, Employer is liable for civil penalties pursuant to §2698 *et. seq.*

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54. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

55. California Labor Code § 226(a) provides that “[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked..., (3) the number of piece-rate units earned and any applicable piece

1 rate if the employee is paid on a piece-rate basis, (4) all deductions ... , (5) net wages earned,
2 (6) the inclusive dates of period for which the employee is paid, (7) the name of the
3 employee and his or her social security number..., (8) the name and address of the legal
4 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
5 and the corresponding number of hours worked at each hourly rate by the employee.”

6 56. Employer knowingly and intentionally failed to provide timely, accurate,
7 itemized wage statements to Plaintiff and the aggrieved employees in accordance with
8 Labor Code §§ 226 and keep accurate records as required by §1174(d). The statements
9 provided to Plaintiff and aggrieved employees, and the records maintained by Employer,
10 have not accurately reflected actual gross wages earned, including pay for all hours worked,
11 and overtime.

12 57. Such failures caused injury to Plaintiff and others, by, among other things,
13 impeding them from knowing the total hours worked and the amount of wages to which
14 they are and were entitled and from identifying the true legal employer for purposes of
15 asserting wage and hour claims. Employer knowingly and intentionally failed to itemize
16 the gross wages earned, net wages earned, and total hours worked. Employer is liable for
17 civil penalties pursuant to Labor Code § 2698 *et seq.*

18 58. Defendants are liable for civil penalties under §226.3 for violation of §226(a).

19 59. Through this representative action, Plaintiff will advance the interests of
20 hundreds of current and former employees, such that joinder is impracticable. These
21 current and former employees can be readily be identified through a review of Defendants’
22 payroll records and the records of the company that handles payroll for Defendants.

23 60. Plaintiff seeks to recover the PAGA civil penalties through a representative
24 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*
25 (2009) 46 Cal. 4th 969. Therefore, class certification of the PAGA claims brought herein is
26 not required.

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**Against All Defendants for Violation of the Private Attorneys General Act
("PAGA")**

61. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

63. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

a. Failure to Pay for All Hours Worked, Including Overtime Hours Worked
(Cal. Cal. Labor Code §§218, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 5)

c. Failure to Provide Meal Periods and Rest Periods (Cal. Lab. Code §§226.7, 512, and 2698 *et seq.*, and IWC Wage Order No. 5-2001)

d. Failure to Provide Place of Employment that is Safe and Healthful (Cal. Labor Code §§6400, 6401, 6402, 6403, 6404, 6407, 2699 *et seq.*, 8 CCR 3202)

- e. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§1198, 2802, 2699 *et seq.*)
- f. Failure to Provide Cool-Down Periods (Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order 5)
- g. Failure to Provide Safe Working Conditions (Cal. Labor Code §1198, Wage Order 5)
- h. Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements (Cal. Labor Code §§ 226, 1174(d), 2699 *et seq.*)

65. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per aggrieved employee for the first violation and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code §226(a).

66. With respect to violations of Labor Code §510, Labor Code §558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid. Plaintiff only seeks penalties under §558 and does not seek underpaid wages under §558, which are not available in PAGA actions.

67. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

68. Plaintiff and the other current and former employees of Defendants are aggrieved employees. They were or are employed by Defendants, and each of them, and the violations alleged herein were committed against them. Plaintiff brings this action on behalf of himself and all other current and former aggrieved employees.

69. At the time of each violation, Defendants employed one or more employees.

70. As a result of the aforesaid wrongful and illegal conduct of Defendants, and each of them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be determined at trial, pre-judgment interest, costs, and attorneys' fees.

71. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and Workforce Development Agency ("LWDA") and served by certified mail upon Defendants, Plaintiff through counsel notified the LWDA and Defendants of the specific Labor Code provisions that Defendants have violated. The LWDA did not respond to Plaintiff's Notice within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code §2699.3, Plaintiff may now pursue these PAGA claims in this action on behalf of aggrieved employees and the State of California.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgement against Defendants as follows:

1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;
2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g) and/or other applicable law;
3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable law;

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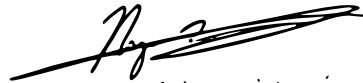
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- 1 4. Pre-judgement and post-judgement interest as provided by law; and
2 5. Such other and further relief that the Court may deem just and proper.
3

4 DATED: December 23, 2021

**KOUL LAW FIRM
MAJARIAN LAW GROUP**

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9 BY: Nazo Koulloukian, Esq.
10 Attorneys for Plaintiff JASON BRELAND, and
11 all aggrieved employees
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EXHIBIT 1



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

October 18, 2021

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

GMRI, Inc.
1000 Darden Center Dr.
Orlando, FL 32837

GMRI, Inc. (Olive Garden)
PO Box 695011
Orlando, FL 32869-501

Re: PAGA Notice Pursuant to California Labor Code §2699

Claimant: Jason Breland

Employer: GMRI, Inc.
Olive Garden Holdings, LLC

Dear Sir or Madam:

Claimant Jason Breland has retained Nazo Koulloukian, Esq. of the KOUL LAW FIRM and Garen Majarian of the MAJARIAN LAW GROUP to represent them, and all other aggrieved employees, for wage and hour claims against their former employer, GMRI, Inc. and Olive Garden Holdings, LLC (collectively “GMRI” or “Employer”).

Employer is a corporation which owns several full-service restaurant chains in California and throughout the nation, including but not limited to Olive Garden and Red Lobster. Claimant’s proposed PAGA representative action would represent numerous aggrieved employees. Claimant worked for Employer for approximately 3 years, from 2018 until March/April of 2021.

Employer has violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Cal. Labor Code §2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Cal. Lab. Code §2699.3.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§218, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*,

Wage Order 5)

Section 2(K) of Wage Order 5 defines “hours worked” as “the time during which an employee is subject to the control of an including all the time the employee is suffered or permitted to work, whether or not required to do so.” When employees like Claimant and his coworkers earning wages at or near minimum wage do not receive payment for all hours worked, the result is that they are earning less than the statutory minimum wages for all hours worked. Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including shaving time from their timecards due to employer rounding.

Off-the-Clock Hours Worked for Covid-19 Temperature Checks

Claimant and aggrieved employees were required to participate in temperature checks and COVID-19 health questionnaires prior to clocking in, wherein they were under the Employer’s control but not compensated for their time. For example, when Claimant would arrive for his shift, he would not clock in, and would have to wait to have his temperature taken and spend time answering all questions on the questionnaire before entering the building to clock in, sometimes taking up to 10 minutes. Even though Claimant would arrive to begin his work shift and would begin work, he was not able to clock in until the required temperature check and questionnaire were complete. Claimant and aggrieved employees were not paid for this time worked, resulting in failure to pay wages, including overtime and minimum wages. Employer has violated Labor Code §§510 1194, 1194.2, 1197, 1198, 1199 and Wage Order 5. Employer is liable for civil penalties pursuant to Labor Code §2698 *et seq.*

Failure to Pay COVID-19 Supplemental Paid Sick Leave

Pursuant to Labor Code §1197, “[t]he minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” In the case of COVID-19, Executive Order N-51-20 and Labor Code 248.2 require that Employers provide 80 hours of paid sick leave to full time employees. Food sector workers who work full time are entitled to 80 hours of paid sick leave if the worker is subject to a Federal, State, or local quarantine or isolation order related to COVID-19, or the worker is advised by a health care provider to self-isolate or self-quarantine due to health concerns related to COVID-19, or the worker is prohibited from working by the worker’s hiring entity due to health care concerns related to the potential transmission of COVID-19.

In this case, Employer is a covered employer under N-51-20 and Labor Code 248.2, and Claimant and aggrieved employees are covered employees. Although many aggrieved employees became sick with symptoms of COVID-19 and were unable to report to work, many employees were not provided with the required 80 hours of additional paid sick time. As a result of these practices, Employer has violated Cal. Labor Code §§218, 510, 1194, 1197, 1198 and Industrial Welfare Commission Wage Orders paragraph(3)(A)(1) for failure to pay overtime. Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and 2698 *et seq.*

Pre and Post Shift Work and Time-Shaving and Rounding

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employers’ control but not compensated for their time. The timecards were routinely rounded to the quarter hour, oftentimes the rounding would cause the Claimant and Aggrieved Employees to not be paid for all hours they worked.

When it comes to time shaving and rounding, the California Supreme Court has rejected the de minimis argument frequently echoed by employers, confirming that employees are entitled to payment for all hours (and minutes) worked. Indeed, California law will permit a “rounding policy only ‘if the rounding policy is fair and neutral on its face and ‘it is used in such a manner that it will not result, over a period of time, in failure to compensate the employees properly for all the time they have actually worked.’” (*Troester v. Starbucks Corporation*, (2018) 5 Cal. 5th 829, 846, citing *See’s Candy*, 210 Cal.App.4th at p. 907.) Employer rounds all clock in and clock out entries on Claimant and aggrieved employees’ timecard.

The policy utilized by Employer is neither fair nor neutral, as it consistently shaved time from Claimant and aggrieved employees' hours worked, resulting in a failure to compensate Claimant and aggrieved employees for all hours and overtime hours worked.

Work Performed During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others to take timely, off-duty meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Employees were frequently not given their meal break within the statutory time period required and breaks were interrupted with work duties resulting in underpaid hours worked. Employer also failed to pay meal period penalty wages as the regular rate of pay.

Failure to Pay Wages- Required Minimum Wage

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practice of rounding time-card entries and requiring employees to work during mandated meal and rest periods. Based on Employer's unlawful conduct described above, and because Claimant and the aggrieved employees were paid at or near minimum wage, Employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and Wage Order 5-2001 4(B). Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Pay All Wages Owed Twice Per Month

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a). Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, Employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Employer is liable under Labor Code §210 for failure to pay wages as required by law.

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to claimant at the time employment terminated. Employer

willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Provide Meal Periods and Rest Periods

(Cal. Lab. Code §§226.7, 512, and 2698 *et seq.*, and IWC Wage Order No. 5-2001)

The claims made on behalf of Mr. Breland are also based on the following common facts and theories: Through Employer's common policies and practices rest periods were either less than ten minutes, not provided, interrupted or late, "on duty", or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy.

Employees were not paid a premium payment, paid as an hour's wage when meal and rest periods were not given to them in compliance with California law.

Failure to Provide Place Of Employment That Is Safe And Healthful

(Cal. Labor Code §§6400, 6401, 6402, 6403, 6404, 6407, 2699 *et seq.*, 8 CCR 3202)

Cal. Labor Code § 6400(a) provides that every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein. Cal. Labor Code §6401 provides that “every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer. Pursuant to Cal. Labor Code §6402, no employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful. Cal. Labor Code §6403 states that no employer shall fail or neglect to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe, or to adopt and use methods and processes reasonably adequate to render the employment and place of employment safe, or to do every other thing reasonably necessary to protect the life, safety, and health of employees. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any place of employment that is not safe and healthful. Cal. Labor Code § 6407 provides that every employer and every employee shall comply with occupational safety and health standards, with Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant to this division which are applicable to his own actions and conduct.

Employer failed to continue to take precautions to ensure Employee safety after the onset of COVID. Under LC §6409.6(a)(1) “COVID-19” means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). The Employees were not required to socially distance. Employees were forced to work in tight spaces near each other, ignoring social distancing mandates. In addition, several employees became sick with COVID-19 and management was not informing those at work who had been in contact with them or taking any precautions to quarantine those who had been in contact with a fellow employee who had been infected with COVID-19. As a result of these practices, Employers have violated Cal. Labor Code §§6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as outlined above. Employers are liable for civil penalties pursuant to Cal. Labor Code §2699 *et seq.*

Failure to Reimburse For Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2699 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of discharge of duties. Here, Claimant and aggrieved employees were mandated to wear masks during their work shifts, however, they had to provide their own required masks for work as Employer did not make any masks available to them. Employer not only did not provide mandatory masks for Claimant and aggrieved employees, they also failed to reimburse Claimant and employees for this use as required by the Labor Code. In addition, Employer required the wait staff to wear a specific uniform of black button down shirts, black undershirt, black slacks, and black non-slip shoes. Even though this uniform was mandatory for the wait staff, Employer did not provide them with the uniform, nor did they reimburse them for the uniform items or cost of maintenance. Claimant and aggrieved employees were expected to provide their own uniform items at their own personal expense. Accordingly, Employer is liable for civil penalties under PAGA §2699 *et eq.*

Failure to Provide Cool-Down Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order 5)

Section 15 of Wage Order 5 provides that:

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

Cool-Down Periods

The kitchen area in the worksite was excessively hot and did not have proper ventilation or effective climate control given the climate issues caused by the grill and fry cook area. Temperatures would soar above 100 degrees. The only areas with proper air conditioning and ventilation are the guest areas. Employee areas are excessively hot and caused Claimant and aggrieved employees to suffer and sweat profusely under the conditions.

Title 8 of the California Code of Regulations cover standards for indoor heat exposure. Section 3203 requires that employers take the steps necessary to protect employees' health and safety when the temperature exceeds 85 degrees in the workplace. Labor Code 226.7 requires that breaks comply with requirements of the wage orders.

Those employees who worked in the kitchen worked under extreme heat with no cooling or ventilation. Employer did not give employees cool-down periods. Employers who fail to provide required recovery periods are liable for damages under Labor Code 226.7.

Failure To Provide Suitable Seating

(Lab. Code section 1198 and Wage Order 5 Section 14)

Labor Code section 1198 states, in pertinent part, "The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful."

Section 14 of Wage Order 5 provides that:

- (A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.
- (B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

At all relevant times, Employer failed to provide Claimant and aggrieved employees with suitable seating during their employment as required by section 14 of the applicable Wage Order. Claimant and other aggrieved employees were not provided with adequate seating in the break room to be seated when they are not engaged in the active duties of their employment. Some seating was provided; however, the seating was inadequate to provide seating for all employees on break at one time. Claimant and aggrieved employees were provided a break room that was also a dark and cramped storage facility, making it very tight quarters. Given the conditions of the break room, it was impossible for all the employees on break to be able to be seated and comfortably take a break from work. Accordingly, Claimant, on behalf of himself and aggrieved employees, will pursue civil penalties under Labor Code §2698 *et seq.*, and all available remedies to the extent allowed by law for the alleged violations.

Failure to Provide Safe Working Conditions
(Cal. Labor Code §1198, Wage Order 5)

Employer's workplaces would get unsafely hot in the kitchen and food prep area. Many aggrieved employees are required to work with the flames of the grill and fry area with no air circulation, ventilation or cooling mechanism. Employer does not have proper climate control. Claimant and his coworkers worked in unbearable heat.

As stated above, Section 15 of Wage Order 5 provides that:

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

In addition to climate control issues, Employer failed to take safety measures required to keep employees safe during COVID-19. Labor Code 1198 makes it unlawful to employ employee in conditions prohibited by the wage order. By violating the wage order, Employer is liable for civil penalties pursuant to §2698 *et. seq.*

Failure to Provide Accurate Itemized Wage Statements & Violation of Record
Keeping Requirements

(Cal. Labor Code §§ 226, 1174(d), 2699 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d). The statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked, and overtime.

Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled and from identifying the true legal employer for purposes of asserting wage and hour claims. Employer knowingly and intentionally failed to itemize

the gross wages earned, net wages earned, and total hours worked. Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform her if it does not intend to investigate these violations so that she may pursue her claims as a representative action in civil court.

Respectfully submitted,



Nazo Koulloukian, Esq.

Garen Majarian, Esq.

Attorney for Claimant

Cc:

Garen Majarian, Esq.
Majarian Law Group
18250 Ventura Blvd.
Tarzana, CA 91356

Via Certified U.S. Mail:

GMRI, Inc.
1000 Darden Center Dr.
Orlando, FL 32837

Via Certified U.S. Mail:

GMRI, Inc. (Olive Garden)
PO Box 695011
Orlando, FL 32869-501

FILED
 Superior Court of California
 County of Los Angeles

MAY 03 2019

Sherri B. Carter, Executive Officer/Clerk
 By Rizallinda Mina, Deputy

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

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

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

1) DEFINITIONS

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

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

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

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

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

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

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

b) Represented Litigants

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

c) Public Notice

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

1 d) Documents in Related Cases

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

5 3) EXEMPT LITIGANTS

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

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

12 4) EXEMPT FILINGS

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

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

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

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

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

24 b) Lodgments

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

27 //

28 //

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

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

4 6) TECHNICAL REQUIREMENTS

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

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

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

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

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

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

24 f) Accompanying Documents

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

27 g) Multiple Documents

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

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

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

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

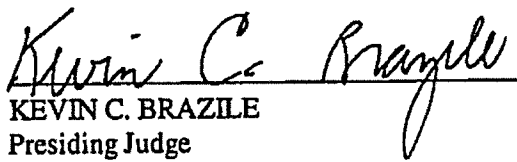
1 11) SIGNATURES ON ELECTRONIC FILING

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

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

9
10 DATED: May 3, 2019



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KEVIN C. BRAZILE
Presiding Judge

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

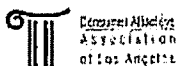


Superior Court of California
County of Los Angeles

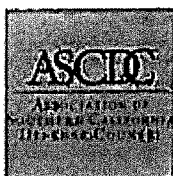


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

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

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

The parties agree that:

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

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

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

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR _____)

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

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

The parties agree that:

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

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

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR _____)

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(ATTORNEY FOR _____)

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(ATTORNEY FOR _____)

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

1. This document relates to:

- ☐ Request for Informal Discovery Conference
☐ Answer to Request for Informal Discovery Conference

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

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

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

The parties agree that:

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

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR _____)

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(ATTORNEY FOR _____)

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(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

FILED
LOS ANGELES SUPERIOR COURT

MAY 11, 2011

JOHN A. CLARKE, CLERK
N. Navarro
BY NANCY NAVARRO, DEPUTY

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

General Order Re	)	ORDER PURSUANT TO CCP 1054(a),
Use of Voluntary Efficient Litigation	)	EXTENDING TIME TO RESPOND BY
Stipulations	)	30 DAYS WHEN PARTIES AGREE
	)	TO EARLY ORGANIZATIONAL
	)	MEETING STIPULATION

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "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;"

1 Whereas the Early Organizational Meeting Stipulation is intended to encourage
2 cooperation among the parties at an early stage in litigation in order to achieve
3 litigation efficiencies;

4 Whereas it is intended that use of the Early Organizational Meeting Stipulation
5 will promote economic case resolution and judicial efficiency;

6 Whereas, in order to promote a meaningful discussion of pleading issues at the
7 Early Organizational Meeting and potentially to reduce the need for motions to
8 challenge the pleadings, it is necessary to allow additional time to conduct the Early
9 Organizational Meeting before the time to respond to a complaint or cross complaint
10 has expired;

11 Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in
12 which an action is pending to extend for not more than 30 days the time to respond to
13 a pleading "upon good cause shown";

14 Now, therefore, this Court hereby finds that there is good cause to extend for 30
15 days the time to respond to a complaint or to a cross complaint in any action in which
16 the parties have entered into the Early Organizational Meeting Stipulation. This finding
17 of good cause is based on the anticipated judicial efficiency and benefits of economic
18 case resolution that the Early Organizational Meeting Stipulation is intended to
19 promote.

20 IT IS HEREBY ORDERED that, in any case in which the parties have entered
21 into an Early Organizational Meeting Stipulation, the time for a defending party to
22 respond to a complaint or cross complaint shall be extended by the 30 days permitted
23

1 by Code of Civil Procedure section 1054(a) without further need of a specific court
2 order.

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4 DATED: May 11, 2011

Carolyn B. Kuhl
Carolyn B. Kuhl, Supervising Judge of the
Civil Departments, Los Angeles Superior Court



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>

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 12/23/2021 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>H. Flores-Hernandez</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: 21STCV46911

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓ Monica Bachner	71					

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

Sherri R. Carter, Executive Officer / Clerk of Court

on 12/27/2021
(Date)

By H. Flores-Hernandez, 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.