

SUM-100

**SUMMONS**  
**(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

KELLERMEYER BERGENSONS SERVICES, LLC a Delaware  
Limited Liability Company, and DOES 1-50, inclusive,

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

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

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

**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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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):

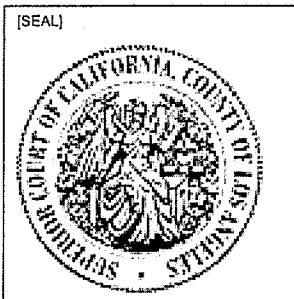
22STCV03119

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: 01/26/2022  
(Fecha)

Clerk, by R. Clifton, 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**

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

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

1 Nazo Koulloukian, SBN 263809  
nazo@koullaw.com  
2 **KOUL LAW FIRM**  
3435 Wilshire Blvd., Suite 1710  
3 Los Angeles, CA 90010  
Telephone: (213) 761-5484  
4 Facsimile: (818) 561-3938

5 Sahag Majarian, II, Esq. SBN 146621  
Sahagii@aol.com  
6 **LAW OFFICES OF SAHAG MAJARIAN II**  
18250 Ventura Blvd.  
7 Tarzana, CA 91356  
Telephone: (818) 609-0807  
8 Facsimile: (818) 609-0892

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

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **COUNTY OF LOS ANGELES**  
14

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

17 Plaintiff,

18 vs.

19 KELLERMEYER BERGENSONS  
20 SERVICES, LLC, a Delaware Limited  
Liability Company, and DOES 1-50, inclusive,  
21

22 Defendant.  
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Case No.: **22STCV03119**

**REPRESENTATIVE ACTION**

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

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

4 **NATURE OF THE ACTION**

5 1. Plaintiff MAGDALENO CRUZ worked for Defendant KELLERMEYER  
6 BERGENSONS SERVICES, LLC and Does 1-50 (collectively “Defendant”) from March 18,  
7 2018, until October 16, of 2020. Plaintiff brings this action pursuant to the Private Attorneys  
8 General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a representative basis. All  
9 current and former non-exempt, hourly employees of Defendant in California within one year of  
10 serving notice on the LWDA on November 19, 2021, to the present are aggrieved employees.

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

20 3. Defendant had a consistent policy and/or practice of: (1) failing to pay for all hours  
21 worked, including overtime hours worked; (2) failing to properly calculate and pay sick leave  
22 wages, including covid-related sick leave; (3) failing to provide rest breaks; (4) failing to provide  
23 uninterrupted meal breaks and second meal breaks; (5) failing to timely pay all wages owed; (6)  
24 failing to provide accurate itemized wage statements and violating record keeping requirements.  
25 Defendant is therefore liable for civil penalties under the Cal. Labor Code, including the Private  
26 Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

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1 **THE PARTIES**

2 4. Plaintiff MAGDALENO CRUZ is a resident of the State of California and was  
3 employed as an hourly, nonexempt employee of Defendant until October 16, 2020.

4 5. Defendant KELLERMEYER BERGENSONS SERVICES, LLC, is a Delaware  
5 Corporation registered to do business and doing business in California with the capacity to sue and  
6 to be sued, and doing business in the county of Los Angeles, California.

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

12 7. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or  
13 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees  
14 of the representative class, and exercised control over their wages, hours, and working conditions.  
15 Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects  
16 pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business  
17 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable  
18 to the other Defendants.

19 **JURISDICTION AND VENUE**

20 8. Venue is proper in this judicial district because Defendant conduct business in this  
21 county, and each defendant has legal obligations to Plaintiff and many of the aggrieved employees  
22 in this case that arose in this county.

23 9. The statutory penalties sought by Plaintiff exceeds the minimum jurisdictional limits of  
24 the Superior Court and will be established according to proof at trial. Based on information,  
25 investigation, and analysis, Plaintiff alleges that the amount in controversy, including claims for  
26 monetary damages, penalties, and attorney's fees, is more than twenty-five thousand dollars  
27 (\$25,000).  
28

1 10. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident  
2 of California, and Defendant is incorporated in and/or qualified to do business in California and  
3 regularly conduct business in California. Further, there is no federal question at issue as the claims  
4 herein are based solely on California law.

5 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

6 11. During the relevant period, Defendant committed various violations of the California Labor  
7 Code as alleged below in more detail. Defendant enforces multiple policies that violate state law,  
8 which is intended to increase profits to the detriment of aggrieved employees.

9 12. Plaintiff is an aggrieved employee of Defendant, having worked for Defendant. Defendant  
10 provides low-wage laborers for Amazon Fulfillment Centers, providing janitorial cleaning  
11 services.

12 13. For at least one (1) year prior to the date of service notice on the LWDA, and continuing to  
13 the present, Defendant engaged in unlawful employment practices that resulted in violations of  
14 numerous Labor Code sections, as set forth more fully below.

15 14. Plaintiff and all current and former non-exempt, hourly employees of Defendant in  
16 California within one year of serving notice on the LWDA on November 19, 2021, to the present  
17 are aggrieved employees within the meaning of Labor Code 2699, *et seq.* (See Labor code  
18 §2699(c).)

19 15. Defendants, and each of them, have committed the following violations of the California  
20 Labor Code:

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

22 (Cal. Labor Code §§218, 248-248.5, 558, 1194, 1197, 1198, 2698 *et seq.*)

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

25 17. Section 2(K) or Wage Order 5 defines “hours worked” as “the time during which an  
26 employee is subject to the control of an employer and including all the time the employee is  
27 suffered or permitted to work, whether or not required to do so.” Labor Code §§1194 and 1197  
28 require Defendant to compensate employees for all hours worked at least at a minimum wage as

1 established by the Wage Order. However, here Defendant did not pay for all hours worked and  
2 frequently required employees to work off the clock, significantly underpaying employees and  
3 engaging in rampant wage theft:

4 18. Off-the-Clock Hours Worked. Plaintiff and aggrieved employees frequently worked off  
5 the clock and were routinely subjected to periods wherein they were under the Employer's control  
6 but not compensated for their time. Plaintiff and aggrieved employees were expected to arrive  
7 15-20 minutes prior to their shift. For example, when Plaintiff would arrive for his shift, it would  
8 take up to 20 minutes to get through the lengthy clock in process, involving waiting in long lines  
9 to participate in mandatory temperature checks, and waiting again to clock in on one of two  
10 company cell phones. One of the two phones was frequently broken, so all employees had to wait  
11 to clock in using one phone. This process consistently took up to 20 minutes. Plaintiff and  
12 aggrieved employees were not paid for this time worked, resulting in failure to pay wages,  
13 including overtime and minimum wages. Defendant has violated Labor Code §§510 1194,  
14 1194.2, 1197, 1198, 1199 and Wage Order 5. Defendant is liable for civil penalties pursuant to  
15 Labor Code §2698 *et seq.*

16 19. Failure to Include Shift Differential and Bonus Pay in Regular Rate of Pay for Calculating  
17 Overtime. Pursuant to Labor Code §200(a) "'Wages' includes all amounts for labor performed  
18 by employees of every description, whether the amount is fixed or ascertained by the standard of  
19 time, task, piece, commission basis, or other method of calculation." Defendant fails to include  
20 nondiscretionary bonuses and shift differential payment into the regular rate of pay for purposes  
21 of calculating overtime, sick pay, and meal and rest premiums. *Bonuses.* It is well established that  
22 non-discretionary bonuses retroactively increase the employee's "regular rate" of pay for  
23 purposes of calculating overtime. (Labor Code §207) The "regular rate" is calculated by dividing  
24 the hours worked in a week by all the compensation earned for that week. When an employee is  
25 later paid a bonus that is partly due to work performed in that week, this additional pay must be  
26 added into the total compensation for the week, increasing the employee's regular rate of pay.  
27 (*Marin v. Costco Wholesale Corp.* (2008) 169 CA4th 804, 807, *Ferra v. Loews Hollywood Hotel,*  
28 *LLC* (2021) 11 Cal. 5th 858, 863.). Defendant has failed to properly calculate and pay overtime

1 compensation, sick pay and meal and rest premiums, making no adjustment to these rates reflected  
2 in any of Plaintiff or aggrieved employees' paystubs. Plaintiff and other employees have been  
3 denied "the unpaid balance of the full amount of this... overtime compensation" as required by  
4 Cal. Labor Code. §1194. Additionally, Defendant has violated Cal. Labor Code §218 and §510  
5 and applicable Industrial Welfare Commission Wage Orders at sections (3)(A)(1) for failure to  
6 pay overtime, as well as §1198 which makes it a violation of the labor code to fail to comply with  
7 a wage order.

8 20. Work Performed During Unpaid Meal Periods. As more fully set forth below, Defendant  
9 failed to permit Plaintiff and others to take timely, off-duty, meal breaks of "not less than 30  
10 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512.  
11 From time-to-time Employees were not given their meal break within the statutory time period  
12 required or Employees experienced a disrupted meal break and were not given the entire 30-  
13 minute period for their meal break. In addition, meal breaks were consistently shortened and  
14 underpaid due to the time it took to wait in line in order to clock in. When employees like Plaintiff  
15 and aggrieved employees earning minimum wage do not receive payment for all hours worked,  
16 including off-the-clock and overtime hours worked, the result is that they are earning less than  
17 the statutory minimum wages for all hours worked, in violation of Labor Code §1197.

18 21. Failure to Pay Overtime Wages. Pursuant Defendant has required Plaintiff and aggrieved  
19 employees to work hours in excess of eight hours in a day and forty in a week but has not paid  
20 these employees overtime compensation. As a result, Plaintiff and aggrieved employees have  
21 been denied payment for all hours worked as required by Cal. Labor Code. §1194, §1198.  
22 Defendant is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

23 22. Failure to Pay All Wages Owed Twice Per Month. Defendant was required to pay Plaintiff  
24 and aggrieved employees all wages earned twice during each calendar month pursuant to Labor  
25 Code §204(a). Defendant failed to pay all wages earned to employees as a result of the unlawful  
26 employment policies and practices discussed herein. As a result of these practices, Employees  
27 were underpaid for hours worked, including overtime and penalty wages, and this underpayment  
28

1 resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendant is liable  
2 under Labor Code §210 for failure to pay wages as required by law.

3       23. Failure to Pay COVID-19 Supplemental Paid Sick Leave. Pursuant to Labor Code  
4 §1197, “[t]he minimum wage for employees fixed by the commission or by any applicable state  
5 or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than  
6 the minimum so fixed is unlawful.” In the case of COVID-19, Labor Code Sections 248 and 248.2,  
7 which the DLSE enforces through 248.5, require that employers provide 80 hours of paid sick  
8 leave to full time employees if the worker is subject to a Federal, State, or local quarantine or  
9 isolation order related to COVID-19, or the worker is advised by a health care provider to self-  
10 isolate or self-quarantine due to health concerns related to COVID-19, or the worker is prohibited  
11 from working by the worker’s hiring entity due to health care concerns related to the potential  
12 transmission of COVID-19. In this case, Defendant is a covered employer under Labor Code 248-  
13 248.5, and Plaintiff and aggrieved employees are covered employees. Although many aggrieved  
14 employees became sick with symptoms of COVID-19 and were unable to report to work, many  
15 employees were not provided with the required 80 hours of additional paid sick time. Defendant  
16 is liable for civil penalties pursuant to Cal. Labor Code §558 and 2698 *et seq.*

17                   **Failure to Properly Calculate and Pay Sick Leave Wages**

18                   (Cal. Labor Code §246 *et seq.*, 2698 *et seq.*)

19       24. As per Labor Code § 246 (l) Employers must calculate paid sick leave for non-exempt  
20 employees in one of two ways: 1) Paid sick time for nonexempt employees shall be calculated in  
21 the same manner as the regular rate of pay for the workweek in which the employee uses paid sick  
22 time, whether or not the employee actually works overtime in that workweek; [or] 2) Paid sick  
23 time for nonexempt employees shall be calculated by dividing the employee’s total wages, not  
24 including overtime premium pay, by the employee’s total hours worked in the full pay periods of  
25 the prior 90 days of employment.

26       25. Plaintiff and aggrieved employees were paid sick leave wages at their base hourly  
27 rates of pay, which is less than required under either of the two alternative methods of  
28 calculation provided by Labor Code section 246(l).

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1 pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the  
2 meal period shall be considered an ‘on duty’ meal period and counted as time worked.” Labor  
3 Code 1198 states that any violation of a wage order is a violation of the Labor Code.

4 31. Plaintiff and aggrieved employees frequently worked straight through their shifts  
5 without a meal period. On other occasions, meal periods were shortened due to the amount of time  
6 it took to wait in line to clock in and the time it took to walk from the front door into the work  
7 facility. Defendant failed to permit Plaintiff and aggrieved employees to take timely, off-duty,  
8 meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of  
9 Labor Code §§226.7 and 512. Furthermore, because employees were required to work off-the-  
10 clock before their shift start time, which was frequently as early as 7 am, and because lunch was  
11 generally from 12-12:30, meal periods were unlawfully late. Pursuant to *Brinker Rest. Corp. v.*  
12 *Superior Court*, 53 Cal. 4th 1004, 273 P.3d 513 (2012), a first meal period must begin no later  
13 than the start of an employee's sixth hour of work. Plaintiff and aggrieved employees frequently  
14 experienced late, missed, or on-duty meal periods in violation of California law.

15 32. Section Defendant failed to pay Plaintiff and aggrieved employees one hour of pay at  
16 the employee’s regular rate of pay for each day that a legally compliant meal period was not  
17 provided. Labor Code §226.7. Pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.  
18 5th 858, 863, “the calculation of premium pay for a noncompliant meal...period, like the  
19 calculation of overtime pay, must account for not only hourly wages but also other  
20 nondiscretionary payments for work performed by the employee.”

21 33. As a derivative claim, Plaintiff alleges that pay statements were inaccurate, failing  
22 to include required meal period penalties, thus failing the requirements of Labor Code §226(a). As  
23 a result of these violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §558  
24 and §2698 *et. seq.*

25 **Failure to Timely Pay All Wages Owed**

26 (Cal. Lab. Code §§201-203, 204, and 2698 *et seq.*)

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

1 Failure to Pay Wages Due Upon Termination. Labor Code section 201 states, in pertinent part, “If  
2 an employer discharges an employee, the wages earned and unpaid at the time of discharge are  
3 due and payable immediately.” Labor Code section 202 states, in pertinent part, “If an employee  
4 not having a written contract for a definite period quits his or her employment, his or her wages  
5 shall become due and payable not later than 72 hours thereafter, unless the employee has given 72  
6 hours previous notice of his or her intention to quit, in which case the employee is entitled to his  
7 or her wages at the time of quitting.” Labor Code section 203 provides that an employee’s wages  
8 shall continue as a penalty from when they first become due at the same rate until paid for up to  
9 30 days when an employer willfully fails to timely pay all earned and unpaid wages in accordance  
10 with Labor Code section 201 or 202. Labor Code section 256, in pertinent part, provides that a  
11 civil penalty shall be imposed in an amount not exceeding 30 days pay as waiting time under the  
12 terms of Section 203. Plaintiff’s last day worked was October 16, 2020. He received his final pay  
13 on October 30, 2020, a full 15 days after his last day worked. When Plaintiff was terminated from  
14 employment, instead of paying Plaintiff his final wages immediately as required under Labor Code  
15 section 202, Defendant simply waited until the next regular pay date to issue final wages. This  
16 company-wide practice is common and has impacted hundreds of California aggrieved employees  
17 who no longer work for Employer. Defendant willfully failed to pay Plaintiff and aggrieved  
18 employees all wages due and owing upon separation of employment by furnishing Plaintiff and  
19 aggrieved employees with a final check after the required time periods set forth in Labor Code  
20 sections 201 and/or 202. Accordingly, Plaintiff, on behalf of herself and aggrieved employees, will  
21 pursue civil penalties and all available remedies to the extent allowed by law for the alleged  
22 violations.

23 35. Failure to Pay All Wages Owed Twice Per Month. Defendant was required to pay  
24 Plaintiff and aggrieved employees all wages earned twice during each calendar month pursuant to  
25 Labor Code §204(a). Defendant failed to pay all wages earned to employees as a result of the  
26 unlawful employment policies and practices discussed herein. As a result of these practices,  
27 Employees were underpaid for hours worked, including overtime and penalty wages, and this  
28 underpayment resulted in a failure to pay all wages owed twice per month.

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

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

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

6             37. California Labor Code § 226(a) provides that “[e]very Defendant shall, semimonthly  
7 or at the time of each payment of wages, furnish each of his or her employees...an accurate itemized  
8 statement in writing showing (1) gross wages earned, (2) total hours worked..., (3) the number of  
9 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,  
10 (4) all deductions ... , (5) net wages earned, (6) the inclusive dates of period for which the employee  
11 is paid, (7) the name of the employee and his or her social security number..., (8) the name and  
12 address of the legal entity that is the Defendant, and (9) all applicable hourly rates in effect during  
13 the pay period and the corresponding number of hours worked at each hourly rate by the  
14 employee.”

15             38. Defendant knowingly and intentionally failed to provide timely, accurate, itemized  
16 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226  
17 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and  
18 aggrieved employees, and the records maintained by Employer, have not accurately reflected  
19 actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums.

20             39. Such failures caused injury to Plaintiff and others, by, among other things, impeding  
21 them from knowing the total hours worked and the amount of wages to which they are and were  
22 entitled and from identifying the true legal employer for purposes of asserting wage and hour  
23 claims. Defendant knowingly and intentionally failed to itemize the gross wages earned, net wages  
24 earned, and total hours worked. Defendant is liable for civil penalties pursuant to Labor Code §  
25 2698 *et seq*.

26             40. Defendant issued and maintained inaccurate wage statements and records. Defendant  
27 is liable for civil penalties pursuant to Labor Code § 2699 *et seq*.

1 41. Plaintiff seeks to recover the PAGA civil penalties through a representative action  
2 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.  
3 4<sup>th</sup> 969. Therefore, class certification of the PAGA claims brought herein is not required.

4 **FIRST CAUSE OF ACTION**

5 **Against All Defendants for Violation of the Private Attorneys General Act (“PAGA”)**  
6 **(California Labor Code §2698 *et seq.*)**

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

9 43. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by Defendant  
10 during the applicable statutory period and suffered one or more of the Labor Code violations set  
11 forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and  
12 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable  
13 attorneys’ fees and costs.

14 44. Plaintiff seeks to recover the PAGA civil penalties through a representative action  
15 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.  
16 4<sup>th</sup> 969. Therefore, class certification of the PAGA claims brought herein is not required.

17 45. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor  
18 Code provisions:

- 19 a. Failure to Pay for All Hours Worked, Including Overtime Hours Worked (Cal.  
20 Labor Code §§218, 248-248.5, 558, 1194, 1197, 1198, 2698 *et seq.*)
- 21 b. Failure to Properly Calculate and Pay Sick Leave Wages (Cal. Labor Code §246 *et*  
22 *seq.*, 2698 *et seq.*)
- 23 c. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,  
24 2698 *et seq.*)
- 25 d. Failure to Provide Timely, Uninterrupted Meal Breaks & Second Meal Breaks (Cal.  
26 Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*)
- 27 e. Failure to Timely Pay All Wages Owed (Cal. Lab. Code §§201-203, 204, and 2698  
28 *et seq.*)

1 f. Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226,  
2 1174(d), 2699 *et seq.*)

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

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

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

17 49. Plaintiff and the other current and former employees of Defendant is aggrieved  
18 employees. They were or are employed by Defendant, and each of them, and the violations alleged  
19 herein were committed against them. Plaintiff brings this action on behalf of himself and all other  
20 current and former aggrieved employees.

21 50. At the time of each violation, Defendant employed one or more employees.

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

25 52. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior  
26 to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and  
27 Workforce Development Agency ("LWDA") and served by certified mail upon Defendant,  
28 Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions

1 that Defendant have violated. The LWDA did not respond to Plaintiff's Notice within the statutory  
2 timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code  
3 §2699.3, Plaintiff may now pursue these PAGA claims in this action on behalf of aggrieved  
4 employees and the State of California.

5  
6 **PRAYER FOR RELIEF**

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

- 9 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be  
10 determined at trial, but at least the jurisdictional amount of this Court;
- 11 2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g)  
12 and/or other applicable law;
- 13 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable  
14 law;
- 15 4. Pre-judgement and post-judgement interest as provided by law; and
- 16 5. Such other and further relief that the Court may deem just and proper.
- 17

18 DATED: January 26, 2022

**KOUL LAW FIRM  
LAW OFFICES OF SAHAG MAJARIAN II**

19  
20  
21 

22 BY: Nazo Koulloukian, Esq.  
23 Attorneys for Plaintiff MAGDALENO CRUZ, and  
24 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 14, 2021

**Via E-filing:**

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

**Via Certified U.S. Mail:**

Kellermeyer Bergensons Services, LLC  
3605 Ocean Ranch Boulevard, Suite 200  
Oceanside, CA 92056

Kellermeyer Bergensons Services, LLC  
1575 Henthorne Dr.  
Maumee, OH 43537

Re: PAGA Notice Pursuant to California Labor Code §2699  
Claimant: Magdaleno Cruz  
Employer: Kellermeyer Bergensons Services, LLC

Dear Sir or Madam:

Claimant Magdaleno Cruz has retained Nazo Koulloukian, Esq. of the KOUL LAW FIRM, and Sahag Majarian of Law Offices of Sahag Majarian II, to represent him, and all other aggrieved employees, for wage and hour claims against his former employer, Kellermeyer Bergensons Services, LLC (hereafter “Employer.”)

Kellermeyer Bergensons Services, LLC provides low-wage laborers for Amazon Fulfillment Centers, providing janitorial cleaning services. Claimant worked for Employer from March 18, 2018, until October 16, of 2020

Employer has violated, and/or has caused to be violated, several Labor Code provisions, and it 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, 558, 1194, 1197, 1198, 2698 *et seq.*)

Section 2(K) or Wage Order 5 defines “hours worked” as “the time during which an employee is subject to the control of an employer and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Labor Code §§1194 and 1197 require Employer to compensate employees for all hours worked at least at a minimum wage as established by the Wage Order. However, here Employer did not pay for all hours worked and frequently required employees to work off the clock, significantly underpaying employees and engaging in rampant wage theft:

**Off-the-Clock Hours Worked**

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer’s control but not compensated for their time. Claimant and aggrieved employees were expected to arrive 15-20 minutes prior to their shift. For example, when Claimant would arrive for his shift, it would take up to 20 minutes to get through the lengthy clock in process, involving waiting in long lines to participate in mandatory temperature checks, and waiting again to clock in on one of two company cell phones. One of the two phones was frequently broken, so all employees had to wait to clock in using one phone. This process consistently took up to 20 minutes. 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 Include Shift Differential and Bonus Pay in Regular Rate of Pay for Calculating Overtime**

Pursuant to Labor Code §200(a) “‘Wages’ includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.” Employer fails to include nondiscretionary bonuses and shift differential payment into the regular rate of pay for purposes of calculating overtime, sick pay, and meal and rest premiums.

*Bonuses.* It is well established that non-discretionary bonuses retroactively increase the employee's "regular rate" of pay for purposes of calculating overtime. (Labor Code §207) The "regular rate" is calculated by dividing the hours worked in a week by all the compensation earned for that week. When an employee is later paid a bonus that is partly due to work performed in that week, this additional pay must be added into the total compensation for the week, increasing the employee's regular rate of pay. (*Marin v. Costco Wholesale Corp.* (2008) 169 CA4th 804, 807, *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.)

Employer has failed to properly calculate and pay overtime compensation, sick pay and meal and rest premiums, making no adjustment to these rates reflected in any of Claimant or aggrieved employees' paystubs. Claimant and other employees have been denied "the unpaid balance of the full amount of this... overtime compensation" as required by Cal. Labor Code. §1194. Additionally, Employer has violated Cal. Labor Code §218 and §510 and applicable Industrial Welfare Commission Wage Orders at sections (3)(A)(1) for failure to pay overtime, as well as §1198 which makes it a violation of the labor code to fail to comply with a wage order.

#### 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. From time-to-time Employees were not given their meal break within the statutory time period required or Employees experienced a disrupted meal break and were not given the entire 30-minute period for their meal break. In addition, meal breaks were consistently shortened and underpaid due to the time it took to wait in line in order to clock in.

When employees like Claimant and aggrieved employees earning minimum wage do not receive payment for all hours worked, including off-the-clock and overtime hours worked, the result is that they are earning less than the statutory minimum wages for all hours worked, in violation of Labor Code §1197.

#### Failure to Pay Overtime Wages

Employer has required claimant and aggrieved employees to work hours in excess of eight hours in a day and forty in a week but has not paid these employees overtime compensation. As a result, Claimant and aggrieved employees have been denied payment for all hours worked as required by Cal. Labor Code. §1194, §1198. 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 Provide Rest Breaks**

#### **Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.***

Employer has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. California employers must authorize or permit all hourly employees to take at least a ten-minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 5-2001 12(A), §1198.

Breaks were frequently missed, late, or shortened. As a result, Claimant and other aggrieved employees were unable to take compliant rest periods. Employer failed to pay Claimant and similarly situated employees all premium compensation (one hour of pay at the employee's regular rate of pay for missed or untimely rest periods) mandated by Labor Code §226.7 (b) for these missed rest periods. As a derivative claim, Claimant also alleges that their pay statements were inaccurate, failing to include required rest period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

### **Failure to Provide Uninterrupted Meal Breaks & Second Meal Breaks**

#### **Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.***

During Claimant's employment, Employer failed to maintain a compliant meal period policy and practice. Employer failed to provide all of its hourly employees with their right to take an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any

meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11(A) of the Wage Orders provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.” Labor Code 1198 states that any violation of a wage order is a violation of the Labor Code.

Claimant and aggrieved employees frequently worked straight through their shifts without a meal period. On other occasions, meal periods were shortened due to the amount of time it took to wait in line to clock in and the time it took to walk from the front door into the work facility. Employer failed to permit Claimant and aggrieved employees 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. Furthermore, because employees were required to work off-the-clock before their shift start time, which was frequently as early as 7 am, and because lunch was generally from 12-12:30, meal periods were unlawfully late. Pursuant to *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 273 P.3d 513 (2012), a first meal period must begin no later than the start of an employee's sixth hour of work. Claimant and aggrieved employees frequently experienced late, missed, or on-duty meal periods in violation of California law.

Employer failed to pay Claimant and aggrieved employees one hour of pay at the employee’s regular rate of pay for each day that a legally compliant meal period was not provided. Labor Code §226.7. Pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863, “the calculation of premium pay for a noncompliant meal...period, like the calculation of overtime pay, must account for not only hourly wages but also other nondiscretionary payments for work performed by the employee.”

As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

### **Failure to Timely Pay All Wages Owed**

#### **(Cal. Lab. Code §§201-203, 204, and 2698 *et seq.*)**

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

Labor Code section 201 states, in pertinent part, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202 states, in pertinent part, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203 provides that an employee’s wages shall continue as a penalty from when they first become due at the same rate until paid for up to 30 days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code section 201 or 202.

Labor Code section 256, in pertinent part, provides that a civil penalty shall be imposed in an amount not exceeding 30 days pay as waiting time under the terms of Section 203.

Claimant’s last day worked was October 16, 2020. He received his final pay on October 30, 2020, a full 15 days after his last day worked. When Claimant was terminated from employment, instead of paying Claimant his final wages immediately as required under Labor Code section 202, Employer simply waited until the next regular pay date to issue final wages. This company-wide practice is common and has impacted hundreds of California aggrieved employees who no longer work for Employer.

Employer willfully failed to pay Claimant and aggrieved employees all wages due and owing upon separation of employment by furnishing Claimant and aggrieved employees with a final check after the required time periods set forth in Labor Code sections 201 and/or 202. Accordingly, Claimant, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

#### 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.

**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, overtime, and meal/rest premiums.

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 him if it does not intend to investigate these violations so that he may pursue these claims as a representative action in civil court.

Sincerely,



Nazo Koulloukian, Esq.

Sahag Majarian, II, Esq.

Attorney for Claimant

Cc: Sahag Majarian, Esq.,

**Law Offices of Sahag Majarian II**

18250 Ventura Blvd., Tarzana, CA 91356



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

November 19, 2021

**Via E-filing:**

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

**Via Certified U.S. Mail:**

Kellermeyer Bergensons Services, LLC  
3605 Ocean Ranch Boulevard, Suite 200  
Oceanside, CA 92056

Kellermeyer Bergensons Services, LLC  
1575 Henthorne Dr.  
Maumee, OH 43537

Re: **AMENDED** PAGA Notice Pursuant to California Labor Code §2699  
Claimant: Magdaleno Cruz  
Employer: Kellermeyer Bergensons Services, LLC

Dear Sir or Madam:

Claimant Magdaleno Cruz has retained Nazo Koulloukian, Esq. of the KOUL LAW FIRM, and Sahag Majarian of Law Offices of Sahag Majarian II, to represent him, and all other aggrieved employees, for wage and hour claims against his former employer, Kellermeyer Bergensons Services, LLC (hereafter “Employer.”)

Kellermeyer Bergensons Services, LLC provides low-wage laborers for Amazon Fulfillment Centers, providing janitorial cleaning services. Claimant worked for Employer from March 18, 2018, until October 16, of 2020.

Employer has violated, and/or has caused to be violated, several Labor Code provisions, and it is therefore liable for civil penalties under Cal. Labor Code §2698 *et seq.* **Through this Amended PAGA Notice Letter, Claimant provides notice of his additional claims concerning Employer’s violation of Labor Code §246 as well as §§248 and 248.2, which the LWDA enforces through 248.5. (Amended sections are in bold.)**

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, **248-248.5**, 558, 1194, 1197, 1198, 2698 *et seq.*)

Section 2(K) or Wage Order 5 defines “hours worked” as “the time during which an employee is subject to the control of an employer and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Labor Code §§1194 and 1197 require Employer to compensate employees for all hours worked at least at a minimum wage as established by the Wage Order. However, here Employer did not pay for all hours worked and frequently required employees to work off the clock, significantly underpaying employees and engaging in rampant wage theft:

**Off-the-Clock Hours Worked**

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer’s control but not compensated for their time. Claimant and aggrieved employees were expected to arrive 15-20 minutes prior to their shift. For example, when Claimant would arrive for his shift, it would take up to 20 minutes to get through the lengthy clock in process, involving waiting in long lines to participate in mandatory temperature checks, and waiting again to clock in on one of two company cell phones. One of the two phones was frequently broken, so all employees had to wait to clock in using one phone. This process consistently took up to 20 minutes. 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 Include Shift Differential and Bonus Pay in Regular Rate of Pay for Calculating Overtime**

Pursuant to Labor Code §200(a) “‘Wages’ includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.” Employer fails to include nondiscretionary bonuses and shift differential payment into the regular rate of pay for purposes of calculating overtime, sick pay, and meal and rest premiums.

*Bonuses.* It is well established that non-discretionary bonuses retroactively increase the employee's "regular rate" of pay for purposes of calculating overtime. (Labor Code §207) The "regular rate" is calculated by dividing the hours worked in a week by all the compensation earned for that week. When an employee is later paid a bonus that is partly due to work performed in that week, this additional pay must be added into the total compensation for the week, increasing the employee's regular rate of pay. (*Marin v. Costco Wholesale Corp.* (2008) 169 CA4th 804, 807, *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.)

Employer has failed to properly calculate and pay overtime compensation, sick pay and meal and rest premiums, making no adjustment to these rates reflected in any of Claimant or aggrieved employees' paystubs. Claimant and other employees have been denied "the unpaid balance of the full amount of this... overtime compensation" as required by Cal. Labor Code. §1194. Additionally, Employer has violated Cal. Labor Code §218 and §510 and applicable Industrial Welfare Commission Wage Orders at sections (3)(A)(1) for failure to pay overtime, as well as §1198 which makes it a violation of the labor code to fail to comply with a wage order.

#### 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. From time-to-time Employees were not given their meal break within the statutory time period required or Employees experienced a disrupted meal break and were not given the entire 30-minute period for their meal break. In addition, meal breaks were consistently shortened and underpaid due to the time it took to wait in line in order to clock in.

When employees like Claimant and aggrieved employees earning minimum wage do not receive payment for all hours worked, including off-the-clock and overtime hours worked, the result is that they are earning less than the statutory minimum wages for all hours worked, in violation of Labor Code §1197.

#### Failure to Pay Overtime Wages

Employer has required claimant and aggrieved employees to work hours in excess of eight hours in a day and forty in a week but has not paid these employees overtime compensation. As a result, Claimant and aggrieved employees have been denied payment for all hours worked as required by Cal. Labor Code. §1194, §1198. 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 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, Labor Code Sections 248 and 248.2, which the DLSE enforces through 248.5, require that employers provide 80 hours of paid sick leave to full time employees 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 Labor Code 248-248.5, 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. Employers are liable for civil penalties pursuant to Cal. Labor Code §558 and 2698 *et seq.***

### Failure to Properly Calculate and Pay Sick Leave Wages

**(Cal. Labor Code §246 *et seq.*, 2698 *et seq.*)**

**Employers must calculate paid sick leave for non-exempt employees in one of two ways:**

- (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek; [or]**

- (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

**Labor Code § 246 (l)**

Claimant and aggrieved employees were paid sick leave wages at their base hourly rates of pay, which is less than required under either of the two alternative methods of calculation provided by Labor Code section 246(l).

**Failure to Provide Rest Breaks**

**Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq.**

Employer has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. California employers must authorize or permit all hourly employees to take at least a ten-minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 5-2001 12(A), §1198.

Breaks were frequently missed, late, or shortened. As a result, Claimant and other aggrieved employees were unable to take compliant rest periods. Employer failed to pay Claimant and similarly situated employees all premium compensation (one hour of pay at the employee's regular rate of pay for missed or untimely rest periods) mandated by Labor Code §226.7 (b) for these missed rest periods. As a derivative claim, Claimant also alleges that their pay statements were inaccurate, failing to include required rest period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et seq.*

**Failure to Provide Uninterrupted Meal Breaks & Second Meal Breaks**

**Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 et seq.**

During Claimant's employment, Employer failed to maintain a compliant meal period policy and practice. Employer failed to provide all of its hourly employees with their right to take an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any

meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11(A) of the Wage Orders provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.” Labor Code 1198 states that any violation of a wage order is a violation of the Labor Code.

Claimant and aggrieved employees frequently worked straight through their shifts without a meal period. On other occasions, meal periods were shortened due to the amount of time it took to wait in line to clock in and the time it took to walk from the front door into the work facility. Employer failed to permit Claimant and aggrieved employees 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. Furthermore, because employees were required to work off-the-clock before their shift start time, which was frequently as early as 7 am, and because lunch was generally from 12-12:30, meal periods were unlawfully late. Pursuant to *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 273 P.3d 513 (2012), a first meal period must begin no later than the start of an employee's sixth hour of work. Claimant and aggrieved employees frequently experienced late, missed, or on-duty meal periods in violation of California law.

Employer failed to pay Claimant and aggrieved employees one hour of pay at the employee’s regular rate of pay for each day that a legally compliant meal period was not provided. Labor Code §226.7. Pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863, “the calculation of premium pay for a noncompliant meal...period, like the calculation of overtime pay, must account for not only hourly wages but also other nondiscretionary payments for work performed by the employee.”

As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

### **Failure to Timely Pay All Wages Owed**

#### **(Cal. Lab. Code §§201-203, 204, and 2698 *et seq.*)**

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

Labor Code section 201 states, in pertinent part, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202 states, in pertinent part, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203 provides that an employee’s wages shall continue as a penalty from when they first become due at the same rate until paid for up to 30 days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code section 201 or 202.

Labor Code section 256, in pertinent part, provides that a civil penalty shall be imposed in an amount not exceeding 30 days pay as waiting time under the terms of Section 203.

Claimant’s last day worked was October 16, 2020. He received his final pay on October 30, 2020, a full 15 days after his last day worked. When Claimant was terminated from employment, instead of paying Claimant his final wages immediately as required under Labor Code section 202, Employer simply waited until the next regular pay date to issue final wages. This company-wide practice is common and has impacted hundreds of California aggrieved employees who no longer work for Employer.

Employer willfully failed to pay Claimant and aggrieved employees all wages due and owing upon separation of employment by furnishing Claimant and aggrieved employees with a final check after the required time periods set forth in Labor Code sections 201 and/or 202. Accordingly, Claimant, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

#### 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.

**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, overtime, and meal/rest premiums.

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 him if it does not intend to investigate these violations so that he may pursue these claims as a representative action in civil court.

Sincerely,



Nazo Koulloukian, Esq.

Sahag Majarian, II, Esq.

Attorney for Claimant

Cc: Sahag Majarian, Esq.,

**Law Offices of Sahag Majarian II**

18250 Ventura Blvd., Tarzana, CA 91356

CM-010

|                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                  |                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):<br>Nazo Koulloukian, SBN 263809<br>KOUL LAW FIRM<br>3435 Wilshire Blvd., Suite 1710<br>Los Angeles, CA 90010<br>TELEPHONE NO.: (213) 761-5484 FAX NO.: (818) 561-3938<br>ATTORNEY FOR (Name): Plaintiff and the Aggrieved Employees |                                                                                                                                                                                                  | FOR COURT USE ONLY                                            |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES<br>STREET ADDRESS: 111 N. Hill Street<br>MAILING ADDRESS: 111 N. Hill Street<br>CITY AND ZIP CODE: Los Angeles 90012<br>BRANCH NAME: Stanley Mosk Courthouse                                                                                              |                                                                                                                                                                                                  |                                                               |
| CASE NAME:<br>CRUZ v. KELLERMEYER BERGENSONS SERVICES, LLC                                                                                                                                                                                                                                                    |                                                                                                                                                                                                  |                                                               |
| <b>CIVIL CASE COVER SHEET</b><br><input checked="" type="checkbox"/> <b>Unlimited</b><br>(Amount demanded exceeds \$25,000)<br><input type="checkbox"/> <b>Limited</b><br>(Amount demanded is \$25,000 or less)                                                                                               | <b>Complex Case Designation</b><br><input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b><br>Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) | CASE NUMBER:<br><b>22STCV03119</b><br><br>JUDGE:<br><br>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:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)<br><b>Non-PI/PD/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input checked="" type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation</b><br>(Cal. Rules of Court, rules 3.400-3.403)<br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> 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. <input type="checkbox"/> Large number of separately represented parties                                                     | d. <input type="checkbox"/> Large number of witnesses                                                                                                      |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence                                                         | f. <input type="checkbox"/> 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: January 25, 2022

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

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

## CASE TYPES AND EXAMPLES

|                                                                                                                                             |                                                                                                                           |                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Auto Tort</b>                                                                                                                            | <b>Contract</b>                                                                                                           | <b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</b>               |
| Auto (22)–Personal Injury/Property Damage/Wrongful Death                                                                                    | Breach of Contract/Warranty (06)                                                                                          | Antitrust/Trade Regulation (03)                                                                     |
| Uninsured Motorist (46) ( <i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i> ) | Breach of Rental/Lease                                                                                                    | Construction Defect (10)                                                                            |
|                                                                                                                                             | Contract ( <i>not unlawful detainer or wrongful eviction</i> )                                                            | Claims Involving Mass Tort (40)                                                                     |
|                                                                                                                                             | Contract/Warranty Breach–Seller                                                                                           | Securities Litigation (28)                                                                          |
|                                                                                                                                             | Plaintiff ( <i>not fraud or negligence</i> )                                                                              | Environmental/Toxic Tort (30)                                                                       |
|                                                                                                                                             | Negligent Breach of Contract/Warranty                                                                                     | Insurance Coverage Claims ( <i>arising from provisionally complex case type listed above</i> ) (41) |
| <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>                                                                 | Other Breach of Contract/Warranty                                                                                         | <b>Enforcement of Judgment</b>                                                                      |
| Asbestos (04)                                                                                                                               | Collections (e.g., money owed, open book accounts) (09)                                                                   | Enforcement of Judgment (20)                                                                        |
| Asbestos Property Damage                                                                                                                    | Collection Case–Seller Plaintiff                                                                                          | Abstract of Judgment (Out of County)                                                                |
| Asbestos Personal Injury/Wrongful Death                                                                                                     | Other Promissory Note/Collections Case                                                                                    | Confession of Judgment ( <i>non-domestic relations</i> )                                            |
| Product Liability ( <i>not asbestos or toxic/environmental</i> ) (24)                                                                       | Insurance Coverage ( <i>not provisionally complex</i> ) (18)                                                              | Sister State Judgment                                                                               |
| Medical Malpractice (45)                                                                                                                    | Auto Subrogation                                                                                                          | Administrative Agency Award ( <i>not unpaid taxes</i> )                                             |
| Medical Malpractice–Physicians & Surgeons                                                                                                   | Other Coverage                                                                                                            | Petition/Certification of Entry of Judgment on Unpaid Taxes                                         |
| Other Professional Health Care Malpractice                                                                                                  | Other Contract (37)                                                                                                       | Other Enforcement of Judgment Case                                                                  |
| Other PI/PD/WD (23)                                                                                                                         | Contractual Fraud                                                                                                         | <b>Miscellaneous Civil Complaint</b>                                                                |
| Premises Liability (e.g., slip and fall)                                                                                                    | Other Contract Dispute                                                                                                    | RICO (27)                                                                                           |
| Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)                                                                                  | <b>Real Property</b>                                                                                                      | Other Complaint ( <i>not specified above</i> ) (42)                                                 |
| Intentional Infliction of Emotional Distress                                                                                                | Eminent Domain/Inverse Condemnation (14)                                                                                  | Declaratory Relief Only                                                                             |
| Negligent Infliction of Emotional Distress                                                                                                  | Wrongful Eviction (33)                                                                                                    | Injunctive Relief Only ( <i>non-harassment</i> )                                                    |
| Other PI/PD/WD                                                                                                                              | Other Real Property (e.g., quiet title) (26)                                                                              | Mechanics Lien                                                                                      |
| <b>Non-PI/PD/WD (Other) Tort</b>                                                                                                            | Writ of Possession of Real Property                                                                                       | Other Commercial Complaint Case ( <i>non-tort/non-complex</i> )                                     |
| Business Tort/Unfair Business Practice (07)                                                                                                 | Mortgage Foreclosure                                                                                                      | Other Civil Complaint ( <i>non-tort/non-complex</i> )                                               |
| Civil Rights (e.g., discrimination, false arrest) ( <i>not civil harassment</i> ) (08)                                                      | Quiet Title                                                                                                               | <b>Miscellaneous Civil Petition</b>                                                                 |
| Defamation (e.g., slander, libel) (13)                                                                                                      | Other Real Property ( <i>not eminent domain, landlord/tenant, or foreclosure</i> )                                        | Partnership and Corporate Governance (21)                                                           |
| Fraud (16)                                                                                                                                  | <b>Unlawful Detainer</b>                                                                                                  | Other Petition ( <i>not specified above</i> ) (43)                                                  |
| Intellectual Property (19)                                                                                                                  | Commercial (31)                                                                                                           | Civil Harassment                                                                                    |
| Professional Negligence (25)                                                                                                                | Residential (32)                                                                                                          | Workplace Violence                                                                                  |
| Legal Malpractice                                                                                                                           | Drugs (38) ( <i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i> ) | Elder/Dependent Adult Abuse                                                                         |
| Other Professional Malpractice ( <i>not medical or legal</i> )                                                                              | <b>Judicial Review</b>                                                                                                    | Election Contest                                                                                    |
| Other Non-PI/PD/WD Tort (35)                                                                                                                | Asset Forfeiture (05)                                                                                                     | Petition for Name Change                                                                            |
| <b>Employment</b>                                                                                                                           | Petition Re: Arbitration Award (11)                                                                                       | Petition for Relief From Late Claim                                                                 |
| Wrongful Termination (36)                                                                                                                   | Writ of Mandate (02)                                                                                                      | Other Civil Petition                                                                                |
| Other Employment (15)                                                                                                                       | Writ–Administrative Mandamus                                                                                              |                                                                                                     |
|                                                                                                                                             | Writ–Mandamus on Limited Court Case Matter                                                                                |                                                                                                     |
|                                                                                                                                             | Writ–Other Limited Court Case Review                                                                                      |                                                                                                     |
|                                                                                                                                             | Other Judicial Review (39)                                                                                                |                                                                                                     |
|                                                                                                                                             | Review of Health Officer Order                                                                                            |                                                                                                     |
|                                                                                                                                             | Notice of Appeal–Labor Commissioner Appeals                                                                               |                                                                                                     |

SHORT TITLE: CRUZ v. KELLERMEYER BERGENSONS SERVICES, LLC

CASE NUMBER

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

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

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

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

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

**Applicable Reasons for Choosing Court Filing Location (Column C)**

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

|                                                                | A<br>Civil Case Cover Sheet<br>Category No.                        | B<br>Type of Action<br>(Check only one)                                                                                                                                                                                                                                                                                                                                   | C<br>Applicable Reasons -<br>See Step 3 Above |
|----------------------------------------------------------------|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Auto<br>Tort                                                   | Auto (22)                                                          | <input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death                                                                                                                                                                                                                                                                             | 1, 4, 11                                      |
|                                                                | Uninsured Motorist (46)                                            | <input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist                                                                                                                                                                                                                                                                        | 1, 4, 11                                      |
| Other Personal Injury/ Property<br>Damage/ Wrongful Death Tort | Asbestos (04)                                                      | <input type="checkbox"/> A6070 Asbestos Property Damage<br><input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death                                                                                                                                                                                                                                       | 1, 11<br>1, 11                                |
|                                                                | Product Liability (24)                                             | <input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)                                                                                                                                                                                                                                                                                    | 1, 4, 11                                      |
|                                                                | Medical Malpractice (45)                                           | <input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons                                                                                                                                                                                                                                                                                                | 1, 4, 11                                      |
|                                                                |                                                                    | <input type="checkbox"/> A7240 Other Professional Health Care Malpractice                                                                                                                                                                                                                                                                                                 | 1, 4, 11                                      |
|                                                                | Other Personal<br>Injury Property<br>Damage Wrongful<br>Death (23) | <input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)<br><input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)<br><input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress<br><input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death | 1, 4, 11<br>1, 4, 11<br>1, 4, 11<br>1, 4, 11  |

|                                                                  |             |
|------------------------------------------------------------------|-------------|
| SHORT TITLE: <b>CRUZ v. KELLERMEYER BERGENSONS SERVICES, LLC</b> | CASE NUMBER |
|------------------------------------------------------------------|-------------|

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

|                                                                  |             |
|------------------------------------------------------------------|-------------|
| SHORT TITLE: <b>CRUZ v. KELLERMAYER BERGENSONS SERVICES, LLC</b> | CASE NUMBER |
|------------------------------------------------------------------|-------------|

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

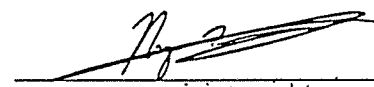
|                                                           |             |
|-----------------------------------------------------------|-------------|
| SHORT TITLE: CRUZ v. KELLERMEYER BERGENSONS SERVICES, LLC | CASE NUMBER |
|-----------------------------------------------------------|-------------|

**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

|                                                                                                                                                                                                                                                                                                                                             |              |                    |                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------|----------------------------------|
| REASON:<br><input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11. |              |                    | ADDRESS:<br>3435 Wilshire Blvd., |
| CITY:<br>Los Angeles                                                                                                                                                                                                                                                                                                                        | STATE:<br>CA | ZIP CODE:<br>90010 |                                  |

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

Dated: January 25, 2022

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

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



# Superior Court of California, County of Los Angeles

## 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](mailto:elizabeth@adrservices.com) (949) 863-9800
- **JAMS, Inc.** Assistant Manager Reggie Joseph, [RJoseph@jamsadr.com](mailto:RJoseph@jamsadr.com) (310) 309-6209
- **Mediation Center of Los Angeles** Program Manager [info@mediationLA.org](mailto: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](http://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>

**FILED**  
 Superior Court of California  
 County of Los Angeles

**MAY 03 2019**

Sherri R. Carter, Executive Officer/Clerk

By Rizalinda Mina, Deputy  
 Rizalinda Mina

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

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

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

1) DEFINITIONS

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

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

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

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

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

## 2) MANDATORY ELECTRONIC FILING

### a) Trial Court Records

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

### b) Represented Litigants

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

### c) Public Notice

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

## 11) SIGNATURES ON ELECTRONIC FILING

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

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

DATED: May 3, 2019



*Kevin C. Brazile*  
\_\_\_\_\_  
KEVIN C. BRAZILE  
Presiding Judge

|                                                                                                |  |                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUPERIOR COURT OF CALIFORNIA</b><br><b>COUNTY OF LOS ANGELES</b>                            |  | Reserved for Clerk's File Stamp<br><br><div style="text-align: center;"> <b>FILED</b><br/>         Superior Court of California<br/>         County of Los Angeles<br/> <b>01/26/2022</b><br/>         Sherri R. Carter, Executive Officer / Clerk of Court<br/>         By: <u>          R. Clifton          </u> Deputy       </div> |
| COURTHOUSE ADDRESS:<br>Stanley Mosk Courthouse<br>111 North Hill Street, Los Angeles, CA 90012 |  |                                                                                                                                                                                                                                                                                                                                        |
| <b>NOTICE OF CASE ASSIGNMENT</b><br><br><b>UNLIMITED CIVIL CASE</b>                            |  |                                                                                                                                                                                                                                                                                                                                        |
| Your case is assigned for all purposes to the judicial officer indicated below.                |  | CASE NUMBER:<br><b>22STCV03119</b>                                                                                                                                                                                                                                                                                                     |

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

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

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

Sherri R. Carter, Executive Officer / Clerk of Court

on 01/26/2022  
(Date)

By R. Clifton, Deputy Clerk

## **INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

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

### **APPLICATION**

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

### **PRIORITY OVER OTHER RULES**

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

### **CHALLENGE TO ASSIGNED JUDGE**

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

### **TIME STANDARDS**

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

### **COMPLAINTS**

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

### **CROSS-COMPLAINTS**

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

### **STATUS CONFERENCE**

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

### **FINAL STATUS CONFERENCE**

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

### **SANCTIONS**

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

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

### **Class Actions**

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

### **\*Provisionally Complex Cases**

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

## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

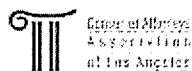


Superior Court of California  
County of Los Angeles

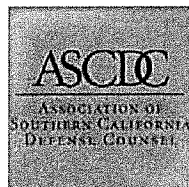


Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

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

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

**The parties agree that:**

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

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

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lacourt.org](http://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](http://www.lacourt.org) under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".  
(INSERT DATE) (INSERT DATE)
  3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR \_\_\_\_\_)

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

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

**The parties agree that:**

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

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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.

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**The following parties stipulate:**

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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

1. This document relates to:

☐  
☐

Request for Informal Discovery Conference  
 Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

|                                                                      |  |                     |                                 |
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| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>           |  |                     |                                 |
| COURTHOUSE ADDRESS:                                                  |  |                     |                                 |
| PLAINTIFF:                                                           |  |                     |                                 |
| DEFENDANT:                                                           |  |                     | CASE NUMBER:                    |
| <b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>                     |  |                     |                                 |

**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.

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**The following parties stipulate:**

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR \_\_\_\_\_)

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(ATTORNEY FOR \_\_\_\_\_)

**THE COURT SO ORDERS.**

Date: \_\_\_\_\_

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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.

3  
4 DATED:

May 11, 2011

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