

SUM-100

SUMMONS
(CITACION JUDICIAL)

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

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

PRIMO'S DONUTS, LLC, a California limited liability company; and DOES 1 through 20, inclusive,

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

AGUSTIN HERNANDEZ, an individual,

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

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

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

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

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

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

CASE NUMBER: (Número del Caso):

22STCV08360

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):

Jace H. Kim, Esq.; The Dominguez Firm, LLP; 3250 Wilshire Boulevard, Suite 2200, Los Angeles, CA 90010; (213) 388-7788

DATE: Sherri R. Carter Executive Officer / Clerk of Court Clerk, by Y. Tarasyuk, Deputy
(Fecha) 03/08/2022 (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

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

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Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Barbara Meiers

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Attorneys for Plaintiff,
AGUSTIN HERNANDEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

AGUSTIN HERNANDEZ, an individual,
Plaintiff,

v.

PRIMO'S DONUTS, LLC, a California limited
liability company; and DOES 1 through 20,
inclusive,

Defendants.

Case No. **22STCV08360**

COMPLAINT FOR DAMAGES FOR:

- 1. FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
- 2. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 558, 1194);**
- 3. FAILURE TO PROVIDE MEAL PERIODS (FAILURE TO PAY WAGES FOR MISSED MEAL PERIODS) (I.W.C. WAGE ORDER NO. 5-2001, CAL. LABOR CODE §§512, 226.7);**
- 4. FAILURE TO PROVIDE REST PERIODS (FAILURE TO PAY WAGES FOR MISSED REST PERIODS) (I.W.C. WAGE ORDER NO. 5-2001, CAL. LABOR CODE §§226.7);**
- 5. FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES (CAL. LABOR CODE §2802);**
- 6. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
- 7. UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.); AND**

[DEMAND FOR JURY TRIAL]

JURISDICTION

THE PARTIES

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1 5. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint
2 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
3 Commission Order No. 5-2001 and are each an "employer or other person acting on behalf of an
4 employer" as such term is used in Labor Code section 558 and/or 558.1, and liable to Plaintiff on that
5 basis.

6 6. The true names and capacities, whether individual, corporate, associate, or otherwise, of
7 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
8 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
9 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
10 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
11 Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as
12 alleged hereinafter.

13 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
14 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
15 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
16 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
17 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
18 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

19 8. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
20 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit
21 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
22 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code
23 §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and
24 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed
25 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,
26 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and
27 actually causing Plaintiff harm.

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1 9. Whenever and wherever reference is made in this complaint to any act or failure to act by
2 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
3 and/or failures to act by each Defendant acting individually, jointly, and severally.
4

5 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

6 10. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
7 of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of
8 defendants have ceased to exist.

9 11. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
10 purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same, including,
11 but not limited to because:

12 a. Employers are completely dominated and controlled by one another and DOES 1-
13 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
14 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
15 accomplish some other wrongful or inequitable purpose.

16 b. Employers and DOES 1-20 derive actual and significant monetary benefits by and
17 through one another's unlawful conduct, and by using one another as the funding source for their own
18 personal expenditures.

19 c. Employers and DOES 1-20, while really one and the same, were segregated to
20 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
21 accomplishing some other wrongful or inequitable purpose.

22 d. Employers do not comply with all requisite corporate formalities to maintain a
23 legal and separate corporate existence.

24 e. The business affairs of Employers and DOES 1-20 are, and at all times relevant
25 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
26 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and
27 DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
28 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of

1 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from
2 liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate
3 existence of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice
4 because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

5 12. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the
6 fiction of their separate corporate existence must be disregarded.

7 13. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
8 thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint
9 enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services
10 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants
11 shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which
12 Defendants' business was and is conducted.

13 14. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
14 between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of
15 assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other
16 Defendants, (2) the transaction between Employer sand/or DOES 1-20 and the other Defendants amounts
17 to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere
18 continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for
19 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES
20 1-20 are the successors of one or more of the other Defendants and are liable on that basis.

21 FACTUAL ALLEGATIONS

22
23 15. In or around 2017, Plaintiff began working for Employers as a Baker. At all relevant
24 times, Plaintiff was and is and a non-exempt, full-time employee, of Employers.

25 16. Between December 23, 2017, through the present, Plaintiff's hourly wage rate was and is
26 \$21.25. During this time period, Plaintiff's fixed schedule was 6 to 7 days per week for approximately
27 10 to 14 hours per day.

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1 17. Plaintiff worked approximately 40 overtime hours each week yet was not paid the requisite
2 overtime or double-time rate.

3 18. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-
4 minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff
5 worked. Moreover, Plaintiff did not receive a second uninterrupted statutory 30-minute meal period for
6 days on which Plaintiff worked 10 hours or more, which was each day Plaintiff worked.

7 19. Throughout Plaintiff's employment, Plaintiff was also not permitted to, and not advised
8 of Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial
9 portion thereof.

10 20. Throughout Plaintiff's employment, Plaintiff was required to spend approximately
11 \$150.00 each week in gasoline out of Plaintiff's own money to deliver donuts for Defendants' business.
12 However, Defendants never reimbursed Plaintiff for any of his out-of-pocket expenses.

13 21. Throughout Plaintiff's employment, for each pay period, Plaintiff received inaccurate,
14 false paystubs that did not comply with Labor Code §226, because the paystubs failed to show the total
15 number of hours worked by Plaintiff, failed to show pay for missed meal and rest periods, failed to show
16 Defendants' address, failed to show Plaintiff's available sick hours, failed to show Plaintiff's identifying
17 information, as well as failed to show the true amount of wages earned and owed to Plaintiff.

18 22. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,
19 commissions, benefits and loss or diminution of earning capacity, attorneys' fees, and costs of suit, plus
20 interest.

21
22 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

23 23. At all relevant times, PAGA was applicable to Plaintiff and his employment with
24 Defendants. PAGA provides for a civil penalty to be assessed and collected by the Labor and Workforce
25 Development Agency ("LWDA").

26 24. Plaintiff and other employees of Defendants are "aggrieved employees" as defined by
27 PAGA, because they are all current or former employees of Defendants, and one or more of the alleged
28 violations were committed against them.

1 25. On or about November 23, 2021, Plaintiff gave written notice of Defendants' violations
2 of various provisions of the California Labor Code and the applicable IWC Wage Order to (a) the LWDA
3 by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

4 26. The LWDA did not provide notice of its intention to investigate Defendants' violations
5 within 65 calendar days of the November 23, 2021 notice.

6 27. In doing so, Plaintiff has satisfied the administrative prerequisites under PAGA to recover
7 civil penalties against Defendants, in addition to the other remedies, for violations of California Labor
8 Code §§ 201-203, 226 *et seq.*, 510, 512, 558, 1194, 2802.

9
10 **FIRST CAUSE OF ACTION**
11 **FOR FAILURE TO PAY WAGES DUE**
12 **LABOR CODE §§201, 1182.12, 1194, 1194.2**
13 **AGAINST DEFENDANTS AND DOES 1-20, INCLUSIVE**

14 28. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
15 though set forth in full herein.

16 29. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and
17 required by 8 Code of Regulations §11050, as set forth hereinabove. As alleged herein, Defendants
18 routinely failed to pay Plaintiff for worked hours, overtime hours, meal break premium hours, rest
19 break premium hours, and reimbursement for business expenses.

20 30. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510,
21 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

22 31. Plaintiff has been deprived of his rightfully earned compensation as a direct and
23 proximate result of Defendants' failure and refusal to pay said compensation. Thus, Plaintiff is entitled
24 to recover such amounts, plus interest thereon, attorneys' fees and costs.

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SECOND CAUSE OF ACTION
FOR FAILURE TO PAY OVERTIME COMPENSATION
(CAL. LABOR CODE §§510, 558, 1194);
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

32. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though set forth in full herein.

33. Labor Code §510 requires employers to pay their non-exempt employees one and one-half times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12 hours in a single day. It also requires employers to pay their non-exempt employees overtime compensation for the first eight hours of work done on the seventh consecutive day of work done in any work week and double-time compensation for any work done beyond the first eight hours on the seventh consecutive day of work.

34. Labor Code §558(a) also requires that any person acting on behalf of an employer who violates, or causes to be violated overtime rules, pay a civil penalty in the amount of \$50.00 for each underpaid employee for each pay period in which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Also, pursuant to Labor Code §558(a), for each subsequent violation, the person acting on behalf of an employer is liable in the amount of \$100.00 for each underpaid employee, for each pay period, for which the employee was underpaid *in addition to* an amount sufficient to recover the underpaid wages.

35. At all relevant times, Defendants required Plaintiff to work more than 8 hours per day and/or more than 40 hours per workweek.

36. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime compensation and double-time compensation required by Labor Code §510, the applicable 8 Code of Regulations section, and Industrial Welfare Commission Order No. 5-2001.

37. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor Code §510, the applicable 8 Code of Regulations section, and Industrial Welfare Commission Order No. 5-2001.

1 38. Plaintiff worked approximately 24 hours of overtime each week, all of which should have
2 been paid at 1.5 times Plaintiff's regular hourly wage rate. Moreover, Plaintiff worked approximately 16
3 hours of double-time each week, all of which should have been paid at 2 times Plaintiff's regular hourly
4 wage rate. Defendants failed to pay Plaintiff the requisite overtime and double-time wages in the
5 following way:

6 39. From approximately December 23, 2017, through the present, Plaintiff has worked
7 approximately 4,992 hours of overtime. Plaintiff's overtime rate for this period was \$31.87 per hour.
8 During this time period, Plaintiff worked an average of 24 hours of overtime per week. Therefore,
9 Plaintiff is owed overtime wages of \$31.87 for each of those 4,992 hours, totaling \$159,120.00.
10 Moreover, from approximately December 23, 2017, through the present, Plaintiff has worked
11 approximately 3,328 hours of double-time. Plaintiff's double-time rate was and is \$42.50 per hour.
12 During this time period, Plaintiff worked an average of 16 hours of double-time per week. Therefore,
13 Plaintiff is owed overtime wages of \$42.50 for each of those 3,328 hours, totaling \$141,440.00.

14 40. In addition to the above withheld overtime and double-time wages, Plaintiff is entitled to
15 civil penalties based upon Defendants' failure to pay overtime and double-time wages. Defendants
16 violated Labor Code §558 on approximately 26 pay periods, the first of which Defendants are penalized
17 \$50.00, and the remainder of which Defendants are penalized \$100.00 each, for a total due in Labor Code
18 §558 penalties of \$2,550.00.

19 41. Plaintiff has been deprived of Plaintiff's rightfully earned overtime and double-time
20 compensation as a direct and proximate result of Defendants' failure and refusal to pay said
21 compensation. Plaintiff is entitled to recover a total of \$300,560.00, plus interest thereon, penalties
22 pursuant to Labor Code §558, attorneys' fees, and costs.

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1 **THIRD CAUSE OF ACTION**

2 **FOR FAILURE TO PROVIDE MEAL BREAKS**

3 **I.W.C. WAGE ORDER NO. 5-2001, LABOR CODE §§512, 226.7**

4 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

5 42. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
6 though set forth in full herein.

7 43. Labor Code §§512, 226.7 require employers to provide every employee with an
8 uninterrupted meal period of not less than 30 consecutive minutes, for every period of work exceeding
9 five hours.

10 44. In the four years last past, Plaintiff regularly worked in excess of five hours per day and
11 was thereby entitled to take uninterrupted 30-minute meal periods.

12 45. Defendants failed and refused to provide Plaintiff with meal periods, and failed to
13 compensate Plaintiff for missed meal periods, as required by Labor Code §512 and the applicable sections
14 of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 5-2001, as follows:

15 46. From approximately December 23, 2021, through the present, Plaintiff was not permitted
16 to take any of Plaintiff's statutory 30-minute meal periods, approximately 6 to 7 times per week for 208
17 weeks, or on approximately 1,456 separate days.

18 47. As alleged herein, Plaintiff is not exempt from the meal break requirements of 8 Code of
19 Regulations §11050 and Industrial Welfare Commission Order No. 5-2001. Consequently, Plaintiff is
20 owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage, whichever
21 is greater, for each day that Plaintiff was denied such meal periods, calculated as follows:

22 48. From approximately December 23, 2021, through the present, Defendants failed to
23 provide Plaintiff with an uninterrupted statutory meal period. Consequently, Plaintiff is owed one hour
24 of pay at \$21.25 for each day, or \$30,940.00, plus interest thereon, for unpaid interrupted statutory meal
25 periods.

26 49. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal breaks
27 as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

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1 50. Thus, for the entirety of the time period set forth above, Plaintiff is entitled to recover
2 \$30,940.00, pursuant to Labor Code §512, plus interest thereon and costs of suit.

3
4 **FOURTH CAUSE OF ACTION**

5 **FOR FAILURE TO PROVIDE REST BREAKS**

6 **I.W.C. WAGE ORDER NO. 5-2001, LABOR CODE § 226.7**

7 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

8 51. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
9 though set forth in full herein.

10 52. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted
11 rest period of not less than 10 minutes, for every period of work exceeding five hours.

12 53. In the four years last past, Plaintiff regularly worked in excess of 4 hours per day and was
13 thereby entitled to take timely and uninterrupted 10-minute rest periods on each day he worked.
14 Nevertheless, Plaintiff was not permitted to, and not advised of his right to take the statutory rest periods
15 to which he was entitled.

16 54. Defendants failed and refused to provide Plaintiff with rest periods, and failed to
17 compensate Plaintiff for missed rest periods, as required by Labor Code §226.7(b) and the applicable
18 sections of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 5-2001, as
19 follows:

20 55. From approximately December 23, 2021, through the present, Plaintiff was not permitted
21 and not advised of Plaintiff's right to take one or more of Plaintiff's statutory 10-minute rest periods for
22 days on which Plaintiff worked for at least four hours, which was each day Plaintiff worked, or
23 approximately 1,456 separate days.

24 56. As alleged herein, Plaintiff is not exempt from the rest break requirements of 8 Code of
25 Regulations §11050 and Industrial Welfare Commission Order No. 5-2001. Consequently, Plaintiff is
26 owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage, whichever
27 is greater, for each day that Plaintiff was denied such rest periods, calculated as follows:

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1 57. From approximately December 23, 2021, through the present, Defendants failed to
2 provide Plaintiff with the statutory rest period for those days on which Plaintiff worked at least four hours
3 on approximately 1,456 separate days. Consequently, Plaintiff is owed one hour of pay at \$21.25 for each
4 day, or \$30,940.00, plus interest thereon, for unpaid rest periods.

5 58. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for rest breaks as
6 a direct and proximate result of Defendants' failure and refusal to pay said compensation.

7 59. Thus, for the entirety of the time period set forth above, Plaintiff is entitled to recover an
8 amount of \$30,940.00, pursuant to Labor Code § 226.7(b), plus interest thereon and costs of suit.

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10 **FIFTH CAUSE OF ACTION**
11 **FOR FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES**

12 **LABOR CODE §2802**
13 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

14 60. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
15 though set forth in full herein.

16 61. Pursuant to Labor Code §450(a), "no employer...may compel or coerce any employee. . .
17 to patronize Plaintiff's or her employer, or any other person, in the purchase of any thing of value."

18 62. Pursuant to Labor Code §2802(a), "an employer shall indemnify Plaintiff's or her
19 employee for all necessary expenditures or losses incurred by the employee in direct consequence of the
20 discharge of Plaintiff's or his duties, or of Plaintiff's or his obedience to the directions of the employer."

21 63. Plaintiff was required by Defendants to expend Plaintiff's personal funds because of the
22 duties required by Defendants, as alleged hereinabove.

23 64. Pursuant to Labor Code §2802(a), Defendants are legally required to reimburse Plaintiff
24 for all necessary expenditures incurred in the performance of Plaintiff's duties.

25 65. Defendants have failed and refused to reimburse Plaintiff for all necessary business
26 expenditures, including Plaintiff's gasoline expenses when required to do deliveries for Plaintiff's
27 employer.

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1 66. As a proximate result of the aforementioned violations of Labor Code §§450(a) and
2 2502(a), Plaintiff is entitled to recover from Defendants the unpaid balance of all of the necessary
3 aforementioned expenditures.

4 67. As a proximate result of the aforementioned violations of Labor Code §§450(a) and
5 2502(a), Plaintiff has been damaged in an amount according to proof at the time of trial but estimated as
6 follows: Defendants failed to reimburse Plaintiff approximately \$150.00 per week in gasoline for each
7 of the 208 weeks of Plaintiff's employment through the present. In the four years preceding this action,
8 therefore, Defendants have at the very least failed to reimburse Plaintiff between approximately
9 \$31,200.00.

10 68. Pursuant to Labor Code §2802(b), Plaintiff requests that the Court award interest at the
11 same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the necessary
12 expenditure or loss.

13 69. Pursuant to Labor Code §2802(c), Plaintiff requests that the Court award Plaintiff
14 reasonable attorneys' fees and costs incurred in this action.

15
16 **SIXTH CAUSE OF ACTION**
17 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
18 **(CAL. LABOR CODE §§226, ET SEQ.)**
19 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

20 70. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
21 set forth in full herein.

22 71. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-
23 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,
24 total deductions and net wages earned. An employer who violates these code sections is liable to its
25 employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the
26 initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay
27 period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is
28

1 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement
2 at all.

3 72. In addition, thereto, pursuant to Labor Code §226.3, an employer who willfully violates
4 Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation
5 occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

6 73. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
7 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
8 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and
9 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
10 by Plaintiff. For the majority of the time and as to nearly all of Plaintiff's wages, Defendants knowingly
11 and intentionally, not inadvertently, failed to provide Plaintiff with paystubs at all, and instead paying
12 Plaintiff entirely in cash without any calculations of how Plaintiff's gross wages were calculated. Not
13 one of the paystubs that Plaintiff received complied with Labor Code §226, and contained almost none
14 of the required information, including hours actually worked.

15 74. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

16 75. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
17 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
18 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
19 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
20 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
21 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
22 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at
23 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

24 76. Plaintiff was paid on a weekly basis, and therefore Defendants violated Labor Code §226
25 approximately 26 times during the last year that Plaintiff has worked for Defendants. Consequently,
26 Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory maximum
27 amount of \$4,000.00, whichever is greater.

28 ///

1 77. In addition, thereto, for Defendants' 26 violations, Defendants are penalized \$250.00 for
2 the first violation, and the remainder of which Defendants are penalized \$1,000.00 each, for a total due
3 in Labor Code §226.3 penalties of \$25,250.00 (\$250.00 + \$1,000.00 x 25 subsequent pay periods).

4 78. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
5 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other
6 applicable provisions, as well as attorneys' fees and costs.

7
8 **SEVENTH CAUSE OF ACTION**

9 **FOR UNFAIR COMPETITION**

10 **(BUS. & PROF. CODE §17200 ET SEQ.)**

11 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

12 79. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
13 set forth in full herein.

14 80. Defendants' violations of the applicable 8 Code of Regulations section, Industrial Welfare
15 Commission Order No. 5-2001, the above-stated Labor Code sections, 2699, and other applicable
16 provisions, as alleged herein, including Defendants' failure and refusal to pay minimum wages, overtime
17 wages, Defendants' failure to provide meal and rest breaks, and Defendants' failure to provide timely and
18 accurate wage and hour statements, constitute unfair business practices in violation of Business &
19 Professions Code §§17200, et seq.

20 81. As a result of Defendants' unfair business practices, Defendants have reaped unfair
21 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be
22 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

23 82. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent
24 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore
25 to the Plaintiff the overtime and double-time compensation, meal and rest break premium wages,
26 unreimbursed business expenses, as well as other monies and benefits unlawfully withheld from Plaintiff.

27 ///

28 ///

EIGHTH CAUSE OF ACTION
FOR PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ)
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

83. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though set forth in full herein.

84. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may and does bring an action against Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

85. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as previously pleaded in this Complaint.

86. On or about November 23, 2021, more than 65 calendar days before filing this Complaint, Plaintiff provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included the above-stated Labor Code sections, each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

87. As of the filing of this Complaint, Plaintiff has not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiff may and does now commence a civil action, pursuant to Labor Code §2699.3.

88. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiff is entitled to civil penalties of \$100.00 for each aggrieved employee per pay period for the initial violation, and \$200.00 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty, §§226.3, 226.7, 510, 512, 558, 1194, 2802.

89. These penalties recoverable for Plaintiff alone total approximately \$20,300.00.

///

1 90. Plaintiff also may and does seek these same penalties on behalf of all other aggrieved
2 employees amounting to no less than \$203,000.00.

3 91. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered
4 civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

5
6 **PRAYER FOR RELIEF**

7 1. For a monetary judgment representing compensatory damages including lost wages,
8 earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money,
9 together with interest on these amounts; for other special damages; and for general damages for mental
10 pain and anguish and emotional distress and loss of earning capacity to be ascertained at trial;

11 2. For restitution of all monies due to Plaintiff, as well as disgorged profits from
12 Defendants' unfair and unlawful business practices;

13 3. For payment of unpaid wages pursuant to 8 Code of Regulations §11050;

14 4. For payment of unpaid overtime compensation pursuant to Labor Code §§201, 510,
15 1194, Industrial Welfare Commission Order No. 5-2001, and the applicable 8 Code of Regulations
16 section, in the amount of no less than \$303,110.00 (\$300,560.00 + \$2,550.00);

17 5. For payment of meal period compensation pursuant to Labor Code §226.7, 512, in the
18 amount of no less than \$30,940.00;

19 6. For payment of rest period compensation in the amount of no less than \$30,940.00
20 pursuant to Labor Code §§226.7, 512;

21 7. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

22 8. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no
23 less than \$25,250.00;

24 9. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than
25 \$20,300.00 on Plaintiff's own behalf, and no less than \$203,000.00 on behalf of all of Defendants'
26 aggrieved employees;

27 10. For prejudgment interest on each of the foregoing at the legal rate from the date the
28 obligation became due through the date of judgment in this matter.

1 11. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor
2 Code and/or any other basis;

3 12. For post-judgment interest; and

4 13. For any other relief that is just and proper.

5
6 DATED: March 8, 2022

7
8 By: 

9 Jace H. Kim, Esq.
10 Carlos Andres Perez, Esq.
11 Javier Ramirez, Esq.
12 Attorneys for Plaintiff,
13 AGUSTIN HERNANDEZ

14 **JURY TRIAL DEMANDED**

15 Plaintiff AGUSTIN HERNANDEZ demands trial of all issues by jury.

16 DATED: March 8, 2022

17
18 By: 

19 Jace H. Kim, Esq.
20 Carlos Andres Perez, Esq.
21 Javier Ramirez, Esq.
22 Attorneys for Plaintiff,
23 AGUSTIN HERNANDEZ
24
25
26
27
28

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SHORT TITLE: Hernandez, Agustin v. Primos Donuts, LLC

CASE NUMBER
22STCV08360

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

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

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

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

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

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

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

SHORT TITLE: Hernandez, Agustin v. Primos Donuts, LLC	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: ☐ 1. ☒ 2. ☒ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11.			ADDRESS: 2918 Sawtelle Boulevard LOS ANGELES CA 90064
CITY: Los Angeles	STATE: CA	ZIP CODE: 90064	

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: March 8, 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	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 03/08/2022 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>Y. Tarasyuk</u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 22STCV08360

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Barbara A. Meiers	12					

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

Sherri R. Carter, Executive Officer / Clerk of Court

on 03/08/2022
(Date)

By Y. Tarasyuk, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

APPLICATION

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

PRIORITY OVER OTHER RULES

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

CHALLENGE TO ASSIGNED JUDGE

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

TIME STANDARDS

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

COMPLAINTS

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

CROSS-COMPLAINTS

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

STATUS CONFERENCE

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

FINAL STATUS CONFERENCE

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

SANCTIONS

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

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

Class Actions

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

***Provisionally Complex Cases**

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

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



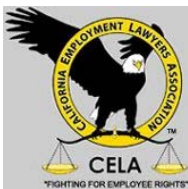
Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆Los Angeles County Bar Association Litigation Section◆

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

◆Consumer Attorneys Association of Los Angeles◆

◆Southern California Defense Counsel◆

◆Association of Business Trial Lawyers◆

◆California Employment Lawyers Association◆

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

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

The parties agree that:

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

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

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

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

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Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

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(ATTORNEY FOR _____)

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

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

The parties agree that:

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

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

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

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Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR PLAINTIFF)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)



(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.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			

- This document relates to:

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

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

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

The parties agree that:

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

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

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Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR PLAINTIFF)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

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FILED
LOS ANGELES SUPERIOR COURT

MAY 11 2011

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

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

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

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

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"

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

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

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

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

16 Now, therefore, this Court hereby finds that there is good cause to extend for 30
17 days the time to respond to a complaint or to a cross complaint in any action in which
18 the parties have entered into the Early Organizational Meeting Stipulation. This finding
19 of good cause is based on the anticipated judicial efficiency and benefits of economic
20 case resolution that the Early Organizational Meeting Stipulation is intended to
21 promote.
22

23
24 IT IS HEREBY ORDERED that, in any case in which the parties have entered
25 into an Early Organizational Meeting Stipulation, the time for a defending party to
26 respond to a complaint or cross complaint shall be extended by the 30 days permitted
27
28

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

FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk
 By Rizalinda Mina, Deputy

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

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

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

1) DEFINITIONS

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

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

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

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

b) Represented Litigants

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

c) Public Notice

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

1 d) Documents in Related Cases

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

5 3) EXEMPT LITIGANTS

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

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

12 4) EXEMPT FILINGS

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

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

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

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

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

24 b) Lodgments

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

27 //

28 //

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

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

4 6) TECHNICAL REQUIREMENTS

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

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

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

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

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

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

24 f) Accompanying Documents

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

27 g) Multiple Documents

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

h) Writs and Abstracts

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

i) Sealed Documents

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

j) Redaction

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

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

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

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

8) EX PARTE APPLICATIONS

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

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

9) PRINTED COURTESY COPIES

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

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

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



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

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

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

What is ADR?

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

Advantages of ADR

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

Disadvantages of ADR

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

Main Types of ADR

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

Mediation may be appropriate when the parties

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

Mediation may not be appropriate when the parties

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

How to Arrange Mediation in Los Angeles County

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

a. **The Civil Mediation Vendor Resource List**

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

- **ADR Services, Inc.** Case Manager Elizabeth Sanchez, elizabeth@adrservices.com (949) 863-9800
- **JAMS, Inc.** Assistant Manager Reggie Joseph, RJoseph@jamsadr.com (310) 309-6209
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org (833) 476-9145

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

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

b. **Los Angeles County Dispute Resolution Programs**

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

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

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

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

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

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

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/C10109.aspx>
For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Branch Name: Stanley Mosk Courthouse Mailing Address: 111 North Hill Street City, State and Zip Code: Los Angeles CA 90012	
SHORT TITLE: AGUSTIN HERNANDEZ vs PRIMO'S DONUTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 22STCV08360

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

Electronic Filing Summary Data

Electronically Submitted By: Green Filing
 Reference Number: 6172409_1
 Submission Number: 22LA00292635
 Court Received Date: 03/08/2022
 Court Received Time: 2:19 pm
 Case Number: 22STCV08360
 Case Title: AGUSTIN HERNANDEZ vs PRIMO'S DONUTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
 Location: Stanley Mosk Courthouse
 Case Type: Civil Unlimited
 Case Category: Other Employment Complaint Case
 Jurisdictional Amount: Over \$25,000
 Notice Generated Date: 03/08/2022
 Notice Generated Time: 4:14 pm

<u>Documents Electronically Filed/Received</u>	<u>Status</u>
Complaint	Accepted
Civil Case Cover Sheet	Accepted
Summons	Accepted

Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Green Filing

Contact: Green Filing

Phone: (801) 448-7268

Superior Court of California
County of Los Angeles

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Receipt No: EFM-2022-4469525.1

Date: 3/8/22 4:14 PM
Time: 3/8/22 4:14 PM

CASE # 22STCV08360
AGUSTIN HERNANDEZ vs PRIMO'S

Unlimited Civil- Compt/UD/Pet filed >25k - GC70611,70602.5,70602.6_Def endant	435.00
Court Transaction Fee	2.25
Case Total:	<u>437.25</u>

Total Paid: 437.25

22LA00292635