

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: SIEMENS HEALTHCARE DIAGNOSTICS, INC., a
(**AVISO AL DEMANDADO**): California corporation, and DOES 1
through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF: ROGER KOONTZ, individually and
(**LO ESTÁ DEMANDANDO EL DEMANDANTE**): on behalf of all
similarly situated individuals

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

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

06/28/2022 at 04:16:05 PM

Clerk of the Superior Court
By Marfil Estrada, Deputy Clerk

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

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

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

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

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

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of California, County of San Diego

330 West Broadway

San Diego, California 92101

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Daniel F. Gaines, Esq. #251488

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

GAINES & GAINES, APLC

4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362

818-703-8985

DATE: 06/29/2022
(Fecha)

Clerk, by
(Secretario)

CASE NUMBER:
(Número del Caso):

37-2022-00025324-CU-OE-CTL

M. Estrada
M. Estrada

, Deputy
(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 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Daniel F. Gaines, Esq.

SBN: 251488

GAINES & GAINES, APLC

4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362

TELEPHONE NO.: 818-703-8985

FAX NO. (Optional): 818-703-8984

E-MAIL ADDRESS: daniel@gaineslawfirm.com

ATTORNEY FOR (Name): Plaintiff, Roger Koontz

FOR COURT USE ONLY

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego**06/28/2022 at 04:16:05 PM**Clerk of the Superior Court
By Marfil Estrada, Deputy Clerk**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO**

STREET ADDRESS: 330 West Broadway

MAILING ADDRESS: 330 West Broadway

CITY AND ZIP CODE: San Diego, 92101

BRANCH NAME: Hall of Justice Courthouse

CASE NAME: Koontz v. Siemens Healthcare Diagnostics, Inc., et al.

CIVIL CASE COVER SHEET**Unlimited**

(Amount

demanded

exceeds \$25,000)

**Limited**

(Amount

demanded is

\$25,000 or less)

Complex Case Designation

Counter



Joinder

Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

37-2022-00025324-CU-OE-CTL

JUDGE:

Judge John S. Meyer

DEPT.:

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

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

Auto (22)



Uninsured motorist (46)

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

Asbestos (04)



Product liability (24)



Medical malpractice (45)



Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07)



Civil rights (08)



Defamation (13)



Fraud (16)



Intellectual property (19)



Professional negligence (25)



Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (36)



Other employment (15)

Contract

Breach of contract/warranty (06)



Rule 3.740 collections (09)



Other collections (09)



Insurance coverage (18)



Other contract (37)

Real Property

Eminent domain/Inverse condemnation (14)



Wrongful eviction (33)



Other real property (26)

Unlawful Detainer

Commercial (31)



Residential (32)



Drugs (38)

Judicial Review

Asset forfeiture (05)



Petition re: arbitration award (11)



Writ of mandate (02)



Other judicial review (39)

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

Antitrust/Trade regulation (03)



Construction defect (10)



Mass tort (40)



Securities litigation (28)



Environmental/Toxic tort (30)

Insurance coverage claims arising from the
above listed provisionally complex case
types (41)**Enforcement of Judgment**

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27)

Other complaint (*not specified above*) (42)**Miscellaneous Civil Petition**

Partnership and corporate governance (21)

Other petition (*not specified above*) (43)2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:a. ☐ Large number of separately represented partiesd. ☐ Large number of witnessesb. ☐ Extensive motion practice raising difficult or novel
issues that will be time-consuming to resolvee. ☐ Coordination with related actions pending in one or more
courts in other counties, states, or countries, or in a federal
courtc. ☐ Substantial amount of documentary evidencef. ☐ Substantial postjudgment judicial supervision3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive4. Number of causes of action (*specify*): Four (4)5. This case ☐ is ☒ is not a class action suit.6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: 6/28/22

Daniel F. Gaines, Esq.

(TYPE OR PRINT NAME)



Daniel F. Gaines

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

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

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By Marfil Estrada, Deputy Clerk

Attorneys for Plaintiff Roger Koontz, individually and on behalf of all similarly situated individuals

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ROGER KOONTZ, individually and on behalf
of all similarly situated individuals,

Plaintiff,

v.

SIEMENS HEALTHCARE DIAGNOSTICS,
INC., a California corporation, and DOES 1
through 10, inclusive,

Defendants.

CASE NO: 37-2022-00025324-CU-OE-CTL

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR:**

**1. FAILURE TO PAY ALL MINIMUM
AND OVERTIME WAGES DUE (LABOR
CODE §§ 510, 1194, AND 1194.2)**

**2. KNOWING AND INTENTIONAL
FAILURE TO COMPLY WITH
ITEMIZED EMPLOYEE WAGE
STATEMENT PROVISIONS (LABOR
CODE § 226(a), (e))**

**3. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200**

**4. PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 226(a), 510, AND 1194
AND PURSUANT TO LABOR CODE §
2699(a) FOR VIOLATIONS OF LABOR
CODE §§ 226.3 AND 558**

DEMAND FOR JURY TRIAL

1 Plaintiff ROGER KOONTZ (“Plaintiff”), individually and on behalf of all similarly situated
2 individuals (the “Class” or “Plaintiff Class”), on behalf of the general public, and as an “aggrieved
3 employee” under the Labor Code Private Attorneys General Act of 2004, complains of Defendants,
4 and each of them, as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure
8 § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and all other non-exempt employees who
9 work or formerly worked for SIEMENS HEALTHCARE DIAGNOSTICS, INC., a California
10 corporation and any subsidiaries or affiliated companies (hereinafter collectively referred to as
11 “Defendants”) within the State of California.

12 2. For at least four (4) years prior to the filing of this action and continuing to the present
13 (the “liability period”) Defendants have had a consistent policy of failing to pay all minimum and
14 overtime wages due to Class Members (as defined below); provide accurately itemized wage
15 statements to Class Members; and to timely pay wages upon separation of employment to certain
16 Class Members no longer employed by Defendants.

17 3. Plaintiff, on behalf of himself and members of the Class, brings this action pursuant to
18 Labor Code §§ 226(a), 226.3, 510, 558, 1194, and 1194.2, seeking compensation for all unpaid
19 minimum and overtime wages, liquidated damages, civil and statutory penalties, injunctive and other
20 equitable relief, and reasonable attorneys’ fees and costs.

21 4. Plaintiff, on behalf of himself and Class Members, and pursuant to Business &
22 Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all
23 benefits Defendants enjoyed from their failure to pay all wages due.

24 5. Plaintiff, on behalf of himself and all aggrieved employees pursuant to Labor Code §§
25 2698 *et seq.*, seeks penalties and wages for Defendants’ various violations of the California Labor
26 Code.

27 \\\

28 \\\

6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff and Class Members throughout the State of California, including San Diego County.

II.

PARTIES

A. Plaintiff

7. Plaintiff ROGER KOONTZ has been employed by Defendants as a non-exempt employee in San Diego County, California since November 2010. He is currently employed by the Defendants.

8. During his work with Defendants, Plaintiff is:

- a. Willfully denied the payment of all minimum and overtime wages due; and
- b. Willfully denied accurately itemized wage statements.

B. Defendants

9. Defendant SIEMENS HEALTHCARE DIAGNOSTICS, INC. is a California corporation. Defendant SIEMENS HEALTHCARE DIAGNOSTICS, INC., employs Plaintiff and Class Members throughout the state of California, including in San Diego County.

10. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

\\

12. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

III.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action on behalf of himself, and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the following Class composed of and defined as follows:

THE CLASS

All non-exempt California employees employed by Defendants at any time since the date four years preceding the filing of this Action, plus any additional time tolled by the California State Judicial Council pursuant to Emergency Rule 9 in response to the COVID-19 pandemic and continuing through the present.

14. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or modify this class description with greater specificity or further division into subclasses or limitation to particular issues.

15. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

16. The potential members of each Class as defined are so numerous that joinder of all Class Members is impracticable. While the precise number of members of each class has not been ascertained at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently employ, and during the relevant time periods employed, over 50 persons in the State of California who fall within each class definition.

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///

1 17. Accounting for employee turnover during the relevant period necessarily increases this
2 number. Plaintiff alleges Defendants' employment records would provide information as to the
3 number and location of members of each Class. Joinder of members of each Class is not practicable.

4 **B. Commonality**

5 18. There are questions of law and fact common to each Class that predominate over any
6 questions affecting only individual Class Members. These common questions of law and fact include,
7 without limitation:

- 8 a. Whether Defendants fail to pay all minimum and overtime wages due to
9 Plaintiff and Class Members, in violation of Labor Code §§ 510, 1194, and
10 1194.2;
- 11 b. Whether Defendants fail to provide Plaintiff and Class Members with
12 accurately itemized wage statements, in accordance with Labor Code § 226(a)
13 and (e); and
- 14 c. Whether Plaintiff and Class Members are entitled to equitable relief pursuant
15 to Business & Professions Code § 17200 *et seq.*

16 **C. Typicality**

17 19. The claims of the named Plaintiff are typical of the claims of members of the Class.
18 Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants'
19 common course of conduct in violation of laws, regulations that have the force and effect of law, and
20 statutes as alleged herein.

21 **D. Adequacy of Representation**

22 20. Plaintiff will fairly and adequately represent and protect the interests of members of
23 each Class. Counsel who represents Plaintiff are competent and experienced in litigating large
24 employment class actions.

25 **E. Superiority of Class Action**

26 21. A class action is superior to other available means for the fair and efficient adjudication
27 of this controversy. Individual joinder of all proposed members of each Class is not practicable, and
28 questions of law and fact common to the proposed Class predominate over any questions affecting

1 only individual members of the proposed Class. Each member of the proposed Class has been
2 damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

3 22. Class action treatment will allow those similarly situated persons to litigate their
4 claims in the manner that is most efficient and economical for the parties and the judicial system.
5 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
6 action that would preclude its maintenance as a class action.

7 **IV.**

8 **CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

11 **FAILURE TO PAY ALL MINIMUM AND OVERTIME WAGES**

12 **(LABOR CODE §§ 510, 1194 AND 1194.2)**

13 23. Plaintiff incorporates paragraphs 1 through 22 of this Complaint as though fully set
14 forth herein.

15 24. Defendants fail to pay all minimum and overtime wages due, in violation of Labor
16 Code §§ 510, 1194, and 1194.2. Plaintiff and Class Members work off-the-clock: they are typically
17 required to work an hour before their shift starts, without pay, replying to texts, checking inventory,
18 calling customers, prioritizing jobs, and making their daily schedules. In addition, Plaintiff answers
19 work-related calls off-the-clock, after work hours, without compensation. Defendants also require
20 Plaintiff and Class Members to be on-call for 24-hours a day for weeks on end with the expectation
21 they will respond whenever contacted. Defendants do not compensate them for time spent on-call,
22 notwithstanding the fact they are subject to Defendants' control during this on-call time. An employer
23 is obligated to pay the wages of an hourly employee for all time that the employee is under the control
24 of the employer, and this includes all the time the employee is suffered or permitted to work, whether
25 or not required to do so. When Plaintiff and Class Members are on-call, they are under the control of
26 Defendants and, therefore, required to be compensated for all hours worked. Defendants, however,
27 fail to do so. Further, Plaintiff contends that he and Class Members work overtime hours, but are not
28 paid premium overtime wages for all overtime hours worked. These instances deprive Plaintiff and

1 Class Members of significant hours worked and minimum and overtime wages due, and constitute
2 violations of Labor Code §§ 510, 558, and 1194.

3 25. As a result of the unlawful acts of Defendants in willfully failing to pay all wages due,
4 Plaintiff and members of the Class have been deprived of wages in amounts to be determined at trial
5 and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys' fees, and
6 costs, pursuant to Labor Code § 1194 and liquidated damages pursuant to Labor Code § 1194.2.

7 Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

8 **V.**

9 **SECOND CAUSE OF ACTION**

10 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

11 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**

12 **EMPLOYEE WAGE STATEMENT PROVISIONS**

13 **(LABOR CODE § 226(a), (e))**

14 26. Plaintiff incorporates paragraphs 1 through 25 of this Complaint as though fully set
15 forth herein.

16 27. Section 226(a) of the California Labor Code requires Defendants to provide wage
17 statements to employees. In those wage statements, Defendants must provide an accurate itemized
18 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3)
19 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
20 rate basis, (4) all deductions, provided that all deductions made on written orders of the employee
21 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
22 for which the employee is paid, (7) the name of the employee and only the last four digits of his or
23 her social security number or an employee identification number other than a social security number,
24 (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates
25 in effect during the pay period and the corresponding number of hours worked at each hourly rate by
26 the employee. Defendants have knowingly and intentionally failed to comply with Labor Code §
27 226(a).

28 \\\

28. Defendants fail to issue Plaintiff and Class Members wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Plaintiff and Class Members are not paid all wages due, including minimum and overtime wages, as stated above. As such, the wage statements provided by Defendants fail to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1) total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9).

29. As a consequence of Defendants' willful conduct in failing to provide Class Members with accurate itemized wage statements, Plaintiff and members of the Class have been injured because they have not been paid all wages due and were issued wage statements which do not reflect, and fail to state, all information required by Labor Code § 226(a). The missing information cannot be discerned at all from the face of the wage statements themselves. Plaintiff and Class Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per employee, and are entitled to an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h).

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

VI.

THIRD CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

UNFAIR COMPETITION PURSUANT TO

BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.

30. Plaintiff incorporates paragraphs 1 through 29 of this Complaint as though fully set forth herein.

31. This is a Class Action for Unfair Business Practices. Plaintiff, on his own behalf and on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public,

1 and Class Members. Plaintiff seeks to enforce important rights affecting the public interest within
2 the meaning of Code of Civil Procedure § 1021.5.

3 32. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
4 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
5 appropriate equitable relief.

6 33. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
7 practices.

8 34. Wage and hour laws express fundamental public policies. Properly providing
9 employees with all wages due is a fundamental public policy of this State and of the United States.
10 Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor
11 standards, to ensure that employees are not required or permitted to work under substandard and
12 unlawful conditions, and to protect law-abiding employers and its employees from competitors who
13 lower their costs by failing to comply with minimum labor standards.

14 35. Defendants have violated statutes and public policies. Through the conduct alleged
15 in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
16 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
17 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff,
18 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
19 guaranteed to all employees under law.

20 36. Defendants’ conduct, as alleged herein, constitutes unfair competition in violation of
21 §17200 *et seq.* of the Business & Professions Code.

22 37. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
23 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
24 17200 *et seq.* of the Business & Professions Code.

25 38. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others
26 similarly situated have been damaged in a sum as may be proven.

27 39. Unless restrained by this Court, Defendants will continue to engage in the unlawful
28 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court

1 should make such orders or judgments, including the appointment of a receiver, as may be necessary
2 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or
3 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
4 to, disgorgement of profits which may be necessary to restore Plaintiff and Class Members to the
5 money Defendants have unlawfully failed to pay.

6 **VII.**

7 **FOURTH CAUSE OF ACTION**

8 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**

9 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**
10 **LABOR CODE §§ 226(a), 510, AND 1194 AND PURSUANT TO LABOR CODE § 2699(a)**
11 **FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

12 40. Plaintiff incorporates paragraphs 1 through 39 of this Complaint as though fully set
13 forth herein.

14 41. As a result of the acts alleged above, including the Labor Code violations set forth
15 herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.*

16 42. For each such violation, Plaintiff and all other aggrieved employees are entitled to
17 penalties in an amount to be shown at the time of trial subject to the following formula:

- 18 a. Pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 226(a), 510,
19 and 1194, \$100 for the initial violation per employee per pay period and \$200
20 for each subsequent violation per employee per pay period; and
21 b. Pursuant to Labor Code § 2699(a) for violations of Labor Code § 226.3, the
22 penalties as set forth in Labor Code §§ 226.3 and 558.

23 43. Penalties recovered will be allocated 75% to the Labor and Workforce Development
24 Agency, and 25% to the affected employees.

25 44. On April 21, 2022, Plaintiff sent a letter, by online submission to the LWDA and by
26 certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
27 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor
28 Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)

1 calendar days of April 21, 2022. Plaintiff may therefore commence this action to seek civil penalties
2 pursuant to Labor Code § 2698 *et seq.*

3 Wherefore, Plaintiff and the aggrieved employees he seeks to represent request relief as
4 described below.

5 **RELIEF REQUESTED**

6 WHEREFORE, Plaintiff prays for the following relief:

- 7 1. For compensatory damages and liquidated damages pursuant to Labor Code §§ 1194
8 and 1194.2, respectively, in the amount of all unpaid overtime and minimum wages due to Plaintiff
9 and Class Members;
- 10 2. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
- 11 3. An award of prejudgment and post-judgment interest;
- 12 4. For restitution for unfair competition pursuant to Business & Professions Code §
13 17200 *et seq.* for Plaintiff and Class Members;
- 14 5. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other
15 Aggrieved Employees;
- 16 6. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h),
17 2699(g)(1), and other applicable law;
- 18 7. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 2699(g)(1), and other
19 applicable law; and
- 20 8. Such other and further relief as this Court may deem just and proper.

21 Dated: June 28, 2022

Respectfully submitted,

22 GAINES & GAINES
23 A Professional Law Corporation

24
25 By: Daniel F. Gaines
26 DANIEL F. GAINES
27 EVAN S. GAINES
28 Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

Dated: June 28, 2022

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: *Daniel F. Gaines*
DANIEL F. GAINES
EVAN S. GAINES
Attorneys for Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	FOR COURT USE ONLY
PLAINTIFF(S): Roger Koontz	
DEFENDANT(S): SIEMENS HEALTHCARE DIAGNOSTICS INC	
SHORT TITLE: KOONTZ VS SIEMENS HEALTHCARE DIAGNOSTICS INC [IMAGED]	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2022-00025324-CU-OE-CTL

Judge: John S. Meyer

Department: C-64

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- | | |
|---|--|
| ☐ Mediation (court-connected) | ☐ Non-binding private arbitration |
| ☐ Mediation (private) | ☐ Binding private arbitration |
| ☐ Voluntary settlement conference (private) | ☐ Non-binding judicial arbitration (discovery until 15 days before trial) |
| ☐ Neutral evaluation (private) | ☐ Non-binding judicial arbitration (discovery until 30 days before trial) |
| ☐ Other (specify e.g., private mini-trial, private judge, etc.): _____ | |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____

Date: _____

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 06/29/2022

JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 330 W Broadway	
MAILING ADDRESS: 330 W Broadway	
CITY AND ZIP CODE: San Diego, CA 92101-3827	
DIVISION: Central	
TELEPHONE NUMBER: (619) 450-7064	
PLAINTIFF(S) / PETITIONER(S): Roger Koontz	
DEFENDANT(S) / RESPONDENT(S): SIEMENS HEALTHCARE DIAGNOSTICS INC	
KOONTZ VS SIEMENS HEALTHCARE DIAGNOSTICS INC [IMAGED]	
NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE (CIVIL)	CASE NUMBER: 37-2022-00025324-CU-OE-CTL

CASE ASSIGNED FOR ALL PURPOSES TO:

Judge: John S. Meyer

Department: C-64

COMPLAINT/PETITION FILED: 06/28/2022

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	12/16/2022	09:30 am	C-64	John S. Meyer

Due to the COVID-19 pandemic, all Case Management Conferences (CMCs) are being conducted virtually unless there is a court order stating otherwise. Prior to the hearing date, visit the "virtual hearings" page for the most current instructions on how to appear for the applicable case-type/department on the court's website at www.sdcourt.ca.gov.

A Case Management Statement (JC Form #CM-110) must be completed by counsel for all parties and by all self-represented litigants and timely filed with the court at least 15 days prior to the initial CMC. (San Diego Superior Court (SDSC) Local Rules, rule 2.1.9; Cal. Rules of Court, rule 3.725).

All counsel of record and self-represented litigants must appear at the CMC, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of Alternative Dispute Resolution (ADR) options.

It is the duty of each plaintiff (and cross-complainant) to serve a copy of this Notice of Case Assignment and Case Management Conference (SDSC Form #CIV-721) with the complaint (and cross-complaint), the Alternative Dispute Resolution (ADR) Information Form (SDSC Form # CIV-730), a Stipulation to Use Alternative Dispute Resolution (ADR) (SDSC Form # CIV-359), and other documents on all parties to the action as set out in SDSC Local Rules, rule 2.1.5.

TIME FOR SERVICE AND RESPONSE: The following rules apply to civil cases except for collections cases under California Rules of Court, rule 3.740(a), unlawful detainer actions, proceedings under the Family Code, and other proceedings for which different service requirements are prescribed by law (Cal. Rules of Court, rule 3.110; SDSC Local Rules, rule 2.1.5):

- **Service:** The complaint must be served on all named defendants, and proof of service filed with the court within 60 days after filing the complaint. An amended complaint adding a defendant must be served on the added defendant and proof of service filed within 30 days after filing of the amended complaint. A cross-complaint against a party who has appeared in the action must be accompanied by proof of service on that party at the time it is filed. If it adds a new party, the cross-complaint must be served on all parties and proof of service on the new party must be filed within 30 days of the filing of the cross-complaint.
- **Defendant's appearance:** Unless a special appearance is made, each defendant served must generally appear (as defined in Code of Civ. Proc. § 1014) within 30 days of service of the complaint/cross-complaint.
- **Extensions:** The parties may stipulate without leave of court to one 15-day extension beyond the 30-day time period prescribed for the response after service of the initial complaint (SDSC Local Rules, rule 2.1.6). If a party fails to serve and file pleadings as required under this rule, and has not obtained an order extending time to serve its pleadings, the court may issue an order to show cause why sanctions shall not be imposed.

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

COURT REPORTERS: Official Court Reporters are not normally available in civil matters, but may be requested in certain situations no later than 10 days before the hearing date. See SDSC Local Rules, rule 1.2.3 and Policy Regarding Normal Availability and Unavailability of Official Court Reporters (SDSC Form #ADM-317) for further information.

ALTERNATIVE DISPUTE RESOLUTION (ADR): The court discourages any unnecessary delay in civil actions; therefore, continuances are discouraged and timely resolution of all actions, including submitting to any form of ADR is encouraged. The court encourages and expects the parties to consider using ADR options prior to the CMC. The use of ADR will be discussed at the CMC. Prior to the CMC, parties stipulating to the ADR process may file the Stipulation to Use Alternative Dispute Resolution (SDSC Form #CIV-359).

NOTICE OF E-FILING REQUIREMENTS AND IMAGED DOCUMENTS

Effective April 15, 2021, e-filing is required for attorneys in represented cases in all limited and unlimited civil cases, pursuant to the San Diego Superior Court General Order: In Re Procedures Regarding Electronically Imaged Court Records, Electronic Filing and Access to Electronic Court Records in Civil and Probate Cases. Additionally, you are encouraged to review CIV-409 for a listing of documents that are not eligible for e-filing. E-filing is also encouraged, but not mandated, for self-represented litigants, unless otherwise ordered by the court. All e-filers are required to comply with the e-filing requirements set forth in Electronic Filing Requirements (Civil) (SDSC Form #CIV-409) and Cal. Rules of Court, rules 2.250-2.261.

All Civil cases are assigned to departments that are part of the court's "Imaging Program." This means that original documents filed with the court will be imaged, held for 30 days, and then destroyed, with the exception of those original documents the court is statutorily required to maintain. The electronic copy of the filed document(s) will be the official court record, pursuant to Government Code § 68150. Thus, original documents should not be attached to pleadings filed with the San Diego Superior Court, unless it is a document for which the law requires an original be filed. Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant, or petitioner to serve a copy of this Notice of Case Assignment and Case Management Conference (Civil) (SDSC Form #CIV-721) with the complaint, cross-complaint, or petition on all parties to the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words "IMAGED FILE" in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and may be found on the court's website at www.sdcourt.ca.gov.



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2022-00025324-CU-OE-CTL

CASE TITLE: Koontz vs SIEMENS HEALTHCARE DIAGNOSTICS INC [IM

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.