

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) 23STCV02982 Vanessa M. Ruggles, Esq. (#254031) Gregg Lander, Esq. (#194018) 1717 E. Vista Chino, Suite A7, PMB 117, Palm Springs, CA 92262-3569 TELEPHONE NO.: (760) 699-7215 FAX NO. (Optional): (866) 606-6593 ATTORNEY FOR (Name): Plaintiff		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 312 North Spring Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Spring Street Courthouse		
CASE NAME: Ledejah Bradley v. Center For Applied Behavior Analysis LLC		
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000)	☐ Limited (Amount demanded is \$25,000)	Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: 23STCV02982		
JUDGE: DEPT.:		

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

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

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (<i>not specified above</i>) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|---|
| a. ☐ Large number of separately represented parties
b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☒ Substantial amount of documentary evidence | d. ☒ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision |
|--|---|
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (*specify*): Seven (7)
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: February 10, 2023

Vanessa M. Ruggles

(TYPE OR PRINT NAME)

Vanessa M. Ruggles
 (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

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

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

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

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

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

SHORT TITLE: Ledejah Bradley v. Center For Applied Behavior Analysis 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
	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26)	☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer-Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: Ledejah Bradley v. Center For Applied Behavior Analysis 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: Ledejah Bradley v. Center For Applied Behavior Analysis 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: 11150 W. Olympic Boulevard
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: February 10, 2023


 (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.

SUM-100

SUMMONS
(CITACION JUDICIAL)

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

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

CENTER FOR APPLIED BEHAVIOR ANALYSIS LLC, d/b/a CABA, a California limited liability company; and DOES 1 to 10, inclusive,

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

LEDEJAH BRADLEY, on behalf of herself and all others similarly situated,

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 o 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): Spring Street Courthouse
312 North Spring Street
Los Angeles, CA 90012

CASE NUMBER: (Número del Caso):

23STCV02982

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):

VANESSA M. RUGGLES, ESQ., 1717 E. Vista Chino, Suite A7, PMB 117, Palm Springs, CA 92262-3569 - (760) 699-7215

DATE: 02/14/2023

Clerk, by

(Fecha) David W. Slayton, Executive Officer/Clerk of Court (Secretario)

G. Carini

, 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 416.60 (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: Spring Street Courthouse, Judicial Officer: Stuart Rice

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VMRuggles@gmail.com
Gregg Lander, Esq. (#194018)
GreggLander@gmail.com
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Tel.: (760) 699-7215 / Fax: (866) 606-6593

Attorneys for Plaintiff LEDEJAH BRADLEY,
on behalf of herself and all others similarly situated

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

LEDEJAH BRADLEY, on behalf of
herself and all others similarly situated,

Plaintiffs,

v.

CENTER FOR APPLIED BEHAVIOR
ANALYSIS LLC, d/b/a CABA, a California
limited liability company; and DOES 1 to
10, inclusive,

Defendants.

CLASS ACTION

Case No. **23STCV02982**

COMPLAINT FOR:

- 1. FAILURE TO PAY ALL WAGES;**
- 2. FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS;**
- 3. FAILURE TO FULLY REIMBURSE WORK EXPENSES;**
- 4. FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5. PENALTIES UNDER LABOR CODE § 2699;**
- 6. UNFAIR BUSINESS PRACTICES; AND**
- 7. DECLARATORY RELIEF**

DEMAND FOR JURY TRIAL

Plaintiff LEDEJAH BRADLEY, an individual, on behalf of herself and all others similarly situated (collectively referred to as "Plaintiffs"), hereby files this Complaint against Defendant CENTER FOR APPLIED BEHAVIOR ANALYSIS LLC, d/b/a CABA and DOES 1 to 10 (collectively referred to as "Defendants"). Plaintiffs are informed and believe, and on the basis of that information and belief, allege as follows:

///

///

1 I.

2 **INTRODUCTION**

3 1. This is a civil action seeking recovery for Defendants' violations of the California
4 Labor Code, California Business and Professions Code ("B&PC"), the applicable Wage Orders
5 issued by the California Industrial Welfare Commission (hereinafter, the "IWC Wage Orders")
6 and related common law principles.

7 2. Plaintiffs' action seeks monetary damages, including full restitution from
8 Defendants as a result of Defendants' unlawful, fraudulent and/or unfair business practices.

9 3. The acts complained of herein occurred, occur and will occur, at least in part,
10 within the time period from four years preceding the filing of the original Complaint herein, up
11 to and through the time of trial for this matter although this should not automatically be
12 considered the statute of limitations for any cause of action herein.

13 **RELEVANT JOB TITLES**

14 4. For introductory and general information only (and not to be considered a
15 proposed class definition), the relevant individuals in this action are Defendants' hourly-paid,
16 non-exempt employees who were subjected to Defendants' policies and practices as described
17 herein. Any differences in job activities between the different individuals in these positions were
18 and are legally insignificant to the issues presented by this action.

19 **SUMMARY OF CLAIMS**

20 5. With regard to Defendants' hourly-paid, non-exempt employees, Defendants
21 have:

- 22 a. Failed to pay straight time, minimum and/or overtime wages for all hours
23 worked;
- 24 b. Failed to provide legally-compliant rest periods;
- 25 c. Failed to reimburse for all work-related expenses;
- 26 d. Failed to timely furnish accurate itemized wage statements;
- 27 e. Incurred penalties under Labor Code §§ 2698, et seq.; and
- 28 f. Conducted unfair business practices.

1 II.

2 PARTIES

3 PLAINTIFF LEDEJAH BRADLEY

4 6. Plaintiff LEDEJAH BRADLEY is an individual over the age of 18 and is now
5 and/or at all times mentioned in this Complaint was a citizen of the State of California.

6 7. Plaintiff LEDEJAH BRADLEY has worked for Defendants as an hourly-paid, non-
7 exempt Community Support Specialist (“CSS”) from approximately January 2022 to the present
8 in and about Los Angeles, Manhattan Beach, Marina Del Rey, Beverly Hills, Lawndale, and
9 Culver City, California, which are all in Los Angeles County, California.

10 8. Plaintiff LEDEJAH BRADLEY seeks recovery herein from Defendants because
11 with regard to Plaintiff LEDEJAH BRADLEY, while acting for Defendants in her capacity as an
12 hourly-paid, non-exempt CSS, Defendants have:

- 13 a. Failed to pay straight time, minimum and/or overtime wages for all hours
14 worked;
15 b. Failed to provide legally-compliant rest periods;
16 c. Failed to reimburse for all work-related expenses;
17 d. Failed to timely furnish accurate itemized wage statements;
18 e. Incurred penalties under Labor Code §§ 2698, et seq.; and
19 f. Conducted unfair business practices.

20 DEFENDANT CENTER FOR APPLIED BEHAVIOR ANALYSIS LLC d/b/a CABA

21 9. Defendant CENTER FOR APPLIED BEHAVIOR ANALYSIS LLC is now
22 and/or at all times mentioned in this Complaint was a California limited liability company and
23 the owner and operator of an industry, business and/or facility(/ies) licensed to do business and
24 actually doing business in the State of California.

25 DOES 1 TO 10, INCLUSIVE

26 10. DOES 1 to 10, inclusive, are now and/or at all times mentioned in this Complaint
27 were licensed to do business and/or actually doing business in California.

28 ///

1 11. Plaintiffs do not know the true names or capacities, whether individual, partner or
2 corporate, of DOES 1 to 10, inclusive and for that reason, DOES 1 to 10 are sued under such
3 fictitious names under California Code of Civil Procedure § 474.

4 12. Plaintiffs will seek leave of court to amend this Complaint to allege such names and
5 capacities as soon as they are ascertained.

6 ALL DEFENDANTS

7 13. Defendants, and each of them, are now and/or at all times mentioned in this
8 Complaint were in some manner legally responsible for the events, happenings and circumstances
9 alleged in this Complaint.

10 14. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful
11 practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

12 15. Defendants, and each of them, are now and/or at all times mentioned in this
13 Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-
14 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
15 mentioned in this Complaint were acting within the course and scope of that agency, servitude
16 and/or employment.

17 16. Defendants, and each of them, are now and/or at all times mentioned in this
18 Complaint were members of and/or engaged in a joint venture, partnership and common
19 enterprise, and were acting within the course and scope of, and in pursuance of said joint
20 venture, partnership and common enterprise.

21 17. Defendants, and each of them, at all times mentioned in this Complaint concurred
22 and contributed to the various acts and omissions of each and every one of the other Defendants
23 in proximately causing the complaints, injuries and/or damages alleged in this Complaint.

24 18. Defendants, and each of them, at all times mentioned in this Complaint approved
25 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in
26 this Complaint.

27 19. Defendants, and each of them, at all times mentioned in this Complaint aided and
28 abetted the acts and omissions of each and every one of the other Defendants thereby

proximately causing the damages alleged in this Complaint.

III.

JURISDICTION AND VENUE

20. The California Superior Court has jurisdiction in this matter due to Defendants' aforementioned violations of California statutory law and/or related common law principles.

21. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

22. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiff LEDEJAH BRADLEY and the members of the putative Classes herein were all California citizens and Defendant CENTER FOR APPLIED BEHAVIOR ANALYSIS LLC d/b/a CABA is a California limited liability company. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

23. Venue is proper in Los Angeles County under Code of Civil Procedure § 395(a) and Code of Civil Procedure § 395.5 in that liability arose there because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, and/or has an agent therein.

IV.

CLASS ACTION ALLEGATIONS

24. Code of Civil Procedure § 382 provides in pertinent part: "...[W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this suit as a class action under Code of Civil Procedure § 382.

25. The putative classes Plaintiffs will seek to certify are currently composed of and defined as follows:

- a. All California citizens employed by Defendants as hourly-paid, non-exempt employees during the appropriate time period who were subjected to

Defendants' policies and practices regarding the payment of straight time, minimum and/or overtime wages as specifically described herein (hereinafter, the "Wage Class");

- b. All California citizens employed by Defendants as hourly-paid, non-exempt employees during the appropriate time period who were subjected to Defendants' policies and practices regarding paid rest periods as specifically described herein (hereinafter, the "Rest Period Class");
- c. All California citizens employed by Defendants as hourly-paid, non-exempt employees during the appropriate time period who were subjected to Defendants' policies and practices regarding business expense reimbursement as specifically described herein (hereinafter, the "Reimbursements Class");
- d. All California citizens employed by Defendants as hourly-paid, non-exempt employees during the appropriate time period who were subjected to Defendants' policies and practices regarding itemized wage statements as specifically described herein (hereinafter, the "Wage Statement Class"); and
- e. All California citizens employed by Defendants as hourly-paid, non-exempt employees during the appropriate time period regarding whom Defendants have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by B&PC § 17200, et seq. as specifically described herein (hereinafter, the "17200 Class").

26. The Wage Class, Rest Period Class, Reimbursements Class, Wage Statement Class, and 17200 Class are herein collectively referred to as the "Classes."

27. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at such time when Plaintiffs seek to certify the Classes alleged herein.

28. Numerosity (Code of Civil Procedure § 382):

- a. The potential quantity of members of the Classes as defined is so numerous that joinder of all members is unfeasible and impractical;

- b. The disposition of the claims of the members of the Classes through this class action will benefit both the parties and this Court;
- c. The quantity of members of the Classes is unknown to Plaintiffs at this time; however, it is estimated that the membership of the Classes numbers greater than 100 individuals; and
- d. The quantity and identity of such membership is readily ascertainable via inspection of Defendants' records.

29. Superiority (Code of Civil Procedure § 382): The nature of this action and the nature of the laws available to Plaintiffs make the use of the class action format particularly efficient and the appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein, as follows:

- a. California has a public policy which encourages the use of the class action device;
- b. By establishing a technique whereby the claims of many individuals can be resolved at the same time, the class suit both eliminates the possibility of repetitious litigation and provides small claimants with a method of obtaining redress for claims which would otherwise be too small to warrant individual litigation;
- c. This case involves large corporate Defendants and a large number of individual Class members with many relatively small claims and common issues of law and fact;
- d. If each individual member of the Classes was required to file an individual lawsuit, the large corporate Defendants would necessarily gain an unconscionable advantage because Defendants would be able to exploit and overwhelm the limited resources of each individual member of the Classes with Defendants' vastly superior financial and legal resources;
- e. Requiring each individual member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by the members

1 of the Classes who would be disinclined to pursue an action against
2 Defendants because of an appreciable and justifiable fear of retaliation and
3 permanent damage to their lives, careers and well-being;

4 f. Proof of a common business practice or factual pattern, of which the members
5 of the Classes experienced, is representative of the Classes herein and will
6 establish the right of each of the members of the Classes to recover on the
7 causes of action alleged herein;

8 g. Absent class treatment, the prosecution of separate actions by the individual
9 members of the Classes, even if possible, would likely create:

10 i) a substantial risk of each individual plaintiff presenting in separate,
11 duplicative proceedings the same or essentially similar arguments and
12 evidence, including expert testimony;

13 ii) a multiplicity of trials conducted at enormous expense to both the
14 judicial system and the litigants;

15 iii) inconsistent or varying verdicts or adjudications with respect to the
16 individual members of the Classes against Defendants;

17 iv) potentially incompatible standards of conduct for Defendants; and

18 v) potentially incompatible legal determinations with respect to
19 individual members of the Classes which would, as a practical matter,
20 be dispositive of the interest of the other members of the Classes who
21 are not parties to the adjudications or which would substantially
22 impair or impede the ability of the members of the Classes to protect
23 their interests.

24 h. The claims of the individual members of the Classes are not sufficiently large
25 to warrant vigorous individual prosecution considering all of the concomitant
26 costs and expenses attendant thereto;

27 i. Courts seeking to preserve efficiency and other benefits of class actions
28 routinely fashion methods to manage any individual questions; and

- j. The Supreme Court of California urges trial courts, which have an obligation to consider the use of innovative procedural tools to certify a manageable class, to be procedurally innovative in managing class actions.

30. Well-defined Community of Interest: Plaintiffs also meet the established standards for class certification, as follows:

- a. Typicality: The claims of Plaintiff LEDEJAH BRADLEY are typical of the claims of all members of the Classes she seeks to represent because all members of the Classes sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and damages of all members of the Classes were caused by Defendants' wrongful conduct in violation of law, as alleged herein.

- b. Adequacy: Plaintiff LEDEJAH BRADLEY:

- i) is an adequate representative of the Classes she seeks to represent;
- ii) will fairly protect the interests of the members of the Classes;
- iii) has no interests antagonistic to the members of the Classes; and
- iv) will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type.

- c. Predominant Common Questions of Law or Fact: There are common questions of law and/or fact as to the members of the Classes which predominate over questions affecting only individual members of the Classes, including, without limitation:

- i) Whether Defendants paid the legal and appropriate straight time pay, minimum wage pay and/or overtime pay for all work hours to the members of the Wage Class;
- ii) Whether Defendants failed and continue to fail to authorize and permit paid legally-requisite rest periods to the members of the Rest Period Class in violation of the Labor Code and Section 12 of the IWC Wage Orders;

- 1 iii) Whether Defendants failed to fully reimburse for all work-related
2 expenses incurred by the members of the Reimbursements Class;
3 iv) Whether Defendants failed to timely furnish accurate, itemized and
4 legal wage statements to the members of the Wage Statement Class;
5 v) Whether Defendants' conduct constitutes unfair competition within the
6 meaning of B&PC §§ 17200, et seq.;
7 vi) Whether Defendants' conduct constitutes unfair business practices
8 within the meaning of B&PC §§ 17200, et seq.;
9 vii) Whether the members of the Classes are entitled to compensatory
10 damages, and if so, the means of measuring such damages;
11 viii) Whether the members of the Classes are entitled to injunctive relief;
12 ix) Whether the members of the Classes are entitled to restitution; and
13 x) Whether Defendants are liable for attorneys' fees and costs.

14 31. Whether each member of the Classes might be required to ultimately justify an
15 individual claim does not preclude maintenance of a class action.

16 **V.**

17 **CAUSES OF ACTION**

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PAY ALL WAGES**

20 **(On Behalf of the Wage Class)**

21 **(Against All Defendants)**

22 32. Plaintiffs incorporate by reference and reallege each and every one of the
23 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
24 forth herein.

25 33. Labor Code § 204 establishes the fundamental right of all employees in the State
26 of California to be paid wages, including straight time and overtime, in a timely fashion for their
27 work.

28 ///

1 34. Labor Code § 510(a) states in pertinent part: “Any work in excess of eight hours
2 in one workday and any work in excess of 40 hours in any one workweek ... shall be
3 compensated at the rate of no less than one and one-half times the regular rate of pay for any
4 employee.”

5 35. Labor Code § 1182.12, effective July 1, 2014, states: “Notwithstanding any other
6 provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not
7 less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all
8 industries shall be not less than ten dollars (\$10) per hour.” Further, under Labor Code §
9 1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage
10 shall be as follows: “From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and
11 fifty cents (\$10.50) per hour.” Under Labor Code § 1182.12(b)(1)(B), for any employer who
12 employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2018,
13 to December 31, 2018, inclusive, - eleven dollars (\$11) per hour.” Under Labor Code §
14 1182.12(b)(1)(C), for any employer who employs 26 or more employees, the minimum wage
15 shall be as follows: “From January 1, 2019, to December 31, 2019, inclusive, - twelve dollars
16 (\$12) per hour.” Under Labor Code § 1182.12(b)(1)(D), for any employer who employs 26 or
17 more employees, the minimum wage shall be as follows: “From January 1, 2020, to December
18 31, 2020, inclusive, - thirteen dollars (\$13) per hour.” Under Labor Code § 1182.12(b)(1)(E), for
19 any employer who employs 26 or more employees, the minimum wage shall be as follows:
20 “From January 1, 2021, to December 31, 2021, inclusive, - fourteen dollars (\$14) per hour.”
21 Finally, under Labor Code § 1182.12(b)(1)(F), for any employer who employs 26 or more
22 employees, the minimum wage shall be as follows: “From January 1, 2022, and until adjusted by
23 subdivision (c) - fifteen dollars (\$15) per hour.”

24 36. Labor Code §§ 1194(a) states: “Notwithstanding any agreement to work for a
25 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
26 compensation applicable to the employee is entitled to recover in a civil action the unpaid
27 balance of the full amount of this minimum wage or overtime compensation, including interest
28 thereon, reasonable attorney’s fees, and costs of suit.”

1 37. Further, under Labor Code § 1197, payment of less than the minimum wage fixed
2 by the Labor Commission is unlawful.

3 38. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
4 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
5 Wage Order(s).

6 39. Under the IWC Wage Order(s), Defendants are required to pay the members of
7 the Wage Class for all hours worked, meaning the time during which an employee is subject to
8 the control of an employer, including all the time the employee is suffered or permitted to work,
9 whether or not required to do so.

10 40. Defendants, as a matter of established company policy and procedure, at each and
11 every one of the individual facilities owned and/or operated by Defendants, consistently:

12 a. Administered a uniform company policy and practice as to the pay
13 policies regarding the members of the Wage Class; and

14 b. Scheduled to work and/or required the members of the Wage Class to
15 work without paying for all time they were under Defendants' control,
16 including but not limited to for time spent working after shift end.

17 41. Because Defendants required the members of the Wage Class to remain under
18 Defendants' control without paying therefore, this resulted in the members of the Wage Class
19 earning less than the legal minimum wage in the State of California.

20 42. Defendants' pattern, practice and uniform administration of corporate policy
21 regarding illegal employee compensation as described herein is unlawful and creates an
22 entitlement, under Labor Code § 218, to recovery by Plaintiffs and the members of the Wage
23 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
24 appropriate rate.

25 43. Further, Defendants' pattern and practice in uniform administration of corporate
26 policy regarding Defendants' failure to pay the legal minimum wage to the members of the
27 Wage Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a),
28 to recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the

1 full amount of the unpaid minimum wages owed, calculated as the difference between the
2 straight time compensation paid and the applicable minimum wage, including interest thereon.

3 44. Under Labor Code §1194.2(a) (which provides that in any action under Labor
4 Code §1194, an employee shall be entitled to recover liquidated damages), the members of the
5 Wage Class seek recovery of liquidated damages on the straight-time portion of uncompensated
6 hours of work (not including the overtime portion thereof) in an amount equal to the wages
7 unlawfully unpaid and interest thereon.

8 45. That calculation of individual damages for the members of the Wage Class may at
9 some point be required does not foreclose the possibility of taking common evidence on
10 questions regarding their entitlement to overtime compensation.

11 46. Under Labor Code § 218.6, Labor Code § 1194(a) and Civil Code § 3287, the
12 members of the Wage Class seek recovery of pre-judgment interest on all amounts recovered
13 herein.

14 47. Under Labor Code § 218.5 and/or Labor Code § 1194, the members of the Wage
15 Class request that the Court award reasonable attorneys' fees and costs incurred by them in this
16 action.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS**

19 **(On Behalf of the Rest Period Class)**

20 **(Against All Defendants)**

21 48. Plaintiffs incorporate by reference and reallege each and every one of the
22 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
23 forth herein.

24 49. Labor Code § 226.7(b) provides that "An employer shall not require an employee
25 to work during a meal or rest or recovery period mandated under an applicable statute, or
26 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
27 Safety and Health Standards Board, or the Division of Occupational Safety and Health."

28 ///

1 50. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
2 amend working condition orders with respect to break periods, meal periods, and days of rest for
3 any workers in California consistent with the health and welfare of those workers.”

4 51. Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize
5 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
6 of each work period. The authorized rest period time shall be based on the total hours worked
7 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
8 However, a rest period need not be authorized for employees whose total daily work time is less
9 than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours
10 worked for which there shall be no deduction from wages.”

11 52. Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide
12 an employee a rest period in accordance with the applicable provisions of this order, the
13 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
14 compensation for each workday that the rest period is not provided.”

15 53. The members of the Rest Period Class sometimes worked over four (4) hours per
16 shift. Further, the members of the Rest Period Class sometimes worked over six (6) hours per
17 shift, and in some cases over ten (10) hours per shift.

18 54. The members of the Rest Period Class were entitled to a rest period of not less
19 than ten (10) minutes for every four (4) hours of work, or major fraction thereof.

20 55. As a matter of Defendants’ established company policy, Defendants failed to
21 always authorize and permit all required rest periods established by Labor Code §226.7 and
22 Labor Code §516 and Section 12 of the IWC Wage Order(s).

23 56. Under Section 12 of the IWC Wage Order(s) and Labor Code §226.7(b) which
24 states “if an employer fails to provide an employee a meal or rest period in accordance with an
25 applicable order of the Industrial Welfare Commission, the employer shall pay the employee one
26 additional hour of pay at the employee’s regular rate of compensation for each work day that the
27 meal or rest period is not provided,” the members of the Rest Period Class are entitled to
28 damages in an amount equal to one (1) additional hour of pay at each employee’s regular rate of

1 compensation for each work day that one or more rest periods were not so provided.

2 57. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Rest
3 Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO FULLY REIMBURSE WORK EXPENSES**

6 **(On Behalf of the Reimbursements Class)**

7 **(Against All Defendants)**

8 58. Plaintiffs incorporate by reference and reallege each and every one of the
9 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
10 forth herein.

11 59. Under Labor Code § 450(a), “no employer...may compel or coerce any
12 employee... to patronize his or her employer, or any other person, in the purchase of any thing of
13 value.”

14 60. Under Labor Code § 2802(a), “an employer shall indemnify his or her employee
15 for all necessary expenditures or losses incurred by the employee in direct consequence of the
16 discharge of his or her duties, or of his or her obedience to the directions of the employer.”

17 61. Labor Code § 2804 states in pertinent part: “Any contract or agreement, express
18 or implied, made by any employee to waive the benefits of this article or any part thereof is null
19 and void, and this article shall not deprive any employee or his personal representative of any
20 right or remedy to which he is entitled under the laws of this State.”

21 62. As a matter of Defendants’ established company policy, the members of the
22 Reimbursements Class were and are required by Defendants to personally incur necessary
23 expenditures in direct consequence of the discharge of their duties, including but not limited to
24 the use of her personal mobile device for work-related responsibilities.

25 63. Defendants are legally required to reimburse the members of the Reimbursements
26 Class for all necessary expenditures.

27 64. Defendants failed to fully and reasonably reimburse the members of the
28 Reimbursements Class for all necessary expenditures, including but not limited to the

1 aforementioned expenditures.

2 65. As a proximate result of the aforementioned violations of Labor Code § 450(a)
3 and § 2802(a), the members of the Reimbursements Class are entitled to recovery from
4 Defendants of the unpaid balance for all necessary expenditures, including but not limited to the
5 aforementioned expenditures.

6 66. As a proximate result of the aforementioned violations of Labor Code § 450(a)
7 and § 2802(a), the members of the Reimbursements Class have been damaged in an amount
8 according to proof at the time of Trial.

9 67. Under Labor Code § 2802(b), the members of the Reimbursements Class request
10 that the Court award interest at the same rate as judgments in civil actions, accruing from the
11 date on which each member of the Reimbursements Class incurred the necessary expenditure or
12 loss.

13 68. Under Labor Code § 2802(c), the members of the Reimbursements Class request
14 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

15 **FOURTH CAUSE OF ACTION**

16 **FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

17 **(On Behalf of the Wage Statement Class)**

18 **(Against All Defendants)**

19 69. Plaintiffs incorporate by reference and reallege each and every one of the
20 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
21 forth herein.

22 70. Labor Code § 226(a) states in pertinent part: "Every employer shall, semimonthly
23 or at the time of each payment of wages, furnish each of his or her employees, either as a
24 detachable part of the check, draft, or voucher paying the employee's wages, or separately when
25 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
26 gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages
27 earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name and
28 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during

1 the pay period and the corresponding number of hours worked at each hourly rate by the
2 employee....”.

3 71. Further, the IWC Wage Orders § 7(A) states in pertinent part: “(A) Every
4 employer shall keep accurate information with respect to each employee including the following:
5 (3) Time records showing when the employee begins and ends each work period. Meal periods,
6 split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked
7 in the payroll period and applicable rates of pay....”

8 72. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A),
9 California employers are required to maintain accurate records pertaining to the total hours
10 worked for Defendants by the members of the Wage Statement Class, including but not limited
11 to, beginning and ending of each work period, meal period and split shift interval, the total daily
12 hours worked, and the total hours worked per pay period and applicable rates of pay.

13 73. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage
14 Orders § 7(A), Defendants did not and still do not furnish each of the members of the Wage
15 Statement Class with an accurate itemized statement in writing showing (1) gross wages earned,
16 (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5) all
17 applicable hourly rates in effect during each respective pay period and the corresponding number
18 of hours worked at each hourly rate by each respective individual.

19 74. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
20 employee suffers injury if the employer fails to provide accurate and complete information as
21 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
22 promptly and easily ascertain requisite information without reference to other documents or
23 information.

24 75. Here, the members of Wage Statement Class suffered injury because Defendants
25 failed to provide accurate and complete information as required by one or more items listed in
26 Labor Code § 226(a)(1)-(9) and the Wage Statement Class members could not and cannot
27 promptly and easily ascertain requisite information without reference to other documents or
28 information.

1 76. In addition, the members of the Wage Statement Class have suffered injury as a
2 result of Defendants' failure to maintain accurate records for the members of the Wage
3 Statement Class in that the members of the Wage Statement Class were not timely provided
4 written accurate itemized statements showing all requisite information, including but not limited
5 to total hours worked by the employee, net wages earned and all applicable hourly rates in effect
6 during the pay period and the corresponding number of hours worked at each hourly rate, in
7 violation of Labor Code § 226 and the IWC Wage Orders § 7(A), such that the members of the
8 Wage Statement Class were misled by Defendants as to the correct information regarding
9 various items, including but not limited to total hours worked by the employee, net wages earned
10 and all applicable hourly rates in effect during the pay period and the corresponding number of
11 hours worked at each hourly rate.

12 77. The actual injuries suffered by the members of the Wage Statement Class as a
13 result of Defendants' knowing and intentional failure to maintain accurate records for the
14 members of the Wage Statement Class include but are not limited to:

- 15 a. Confusion over whether they received all wages owed them by Defendants;
- 16 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 17 c. Being forced to engage in mathematical computations to analyze whether
18 Defendants' wages in fact compensated for all hours worked;
- 19 d. The inability to accurately calculate wage rates complicated by the fact that
20 wage statement information required by Labor Code § 226 is missing;
- 21 e. That such practice prevents the members of the Wage Statement Class from
22 being able to effectively challenge information on their wage statements;
23 and/or
- 24 f. The difficulty and expense of filing and maintaining this lawsuit, and the
25 discovery required to collect and analyze the very information that California
26 law requires.

27 78. Under Labor Code § 226(e), the members of the Wage Statement Class are
28 entitled to fifty dollars (\$50.00) per employee for the initial pay period in which a violation

hereunder occurs and one hundred dollars (\$100.00) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

79. Under Labor Code § 226(g), the currently-employed members of the Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226.

80. Under Labor Code § 226(e) and/or § 226(g), the members of the Wage Statement Class are also entitled to an award of costs and reasonable attorneys' fees.

FIFTH CAUSE OF ACTION
PENALTIES UNDER LABOR CODE § 2699
(On Behalf of the Aggrieved Employees)

(Against All Defendants)

81. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

82. Under Labor Code § 2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, board agencies or employees, such civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees) and Labor Code § 2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those for which a civil penalty is specifically provided), the aggrieved employees seek recovery of all applicable civil penalties, as follows:

- a. As applicable, for civil penalties under Labor Code § 2699(f), for all violations of the Labor Code except for those for which a civil penalty is specifically provided, in the amount of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation; and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation;

- 1 b. As applicable, civil penalties under Labor Code § 558 (in addition to and
2 entirely independent and apart from any other penalty provided in the Labor
3 Code), for violations of Labor Code §§ 500-556, in the amount of \$50 for
4 each underpaid aggrieved employee for each pay period the aggrieved
5 employee was underpaid, and \$100 for each subsequent violation for each
6 underpaid employee for each pay period for which the employee was
7 underpaid;
- 8 c. As applicable, for civil penalties under Labor Code § 1197.1 (in addition to
9 and entirely independent and apart from any other penalty provided in the
10 Labor Code), for violations of Labor Code §§ 1194 and 1197, in the amount
11 of \$100 for each underpaid aggrieved employee for each pay period the
12 aggrieved employee was intentionally underpaid, and \$250 for each
13 subsequent violation for each underpaid aggrieved employees regardless of
14 whether the initial violation was intentionally committed;
- 15 d. As applicable, for civil penalties under Labor Code § 210 (in addition to and
16 entirely independent and apart from any other penalty provided in the Labor
17 Code), for each employee who is/was not paid wages in accordance with
18 Labor Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5 and 1197.5) in the
19 amount of a civil penalty of \$100 for each aggrieved employee per pay period
20 for each initial violation, and \$200 for each aggrieved employee per pay
21 period for each subsequent violation;
- 22 e. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and
23 entirely independent and apart from any other penalty provided in the Labor
24 Code), for each violation of Labor Code § 226(a), in the amount of \$250 for
25 each aggrieved employee per pay period for each violation and \$1,000 for
26 each aggrieved employee per pay period for each subsequent violation; and
- 27 f. As applicable, for any and all additional civil penalties and sums as provided
28 by the Labor Code and/or other relevant statutes.

1 83. In addition, Plaintiff seeks and is entitled to seventy-five percent (75%) of all
2 penalties obtained under Labor Code § 2699 to be allocated to the LWDA, for education of
3 employers and employees about their rights and responsibilities under the Labor Code, and
4 twenty-five percent (25%) to Plaintiff and all other similarly situated aggrieved employees.

5 84. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs under
6 Labor Code §§ 2699(g)(1) and any other applicable statute.

7 85. Labor Code § 2699.3(a) states in pertinent part: "A civil action by an aggrieved
8 employee under subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed
9 in Section 2699.5 shall commence only after the following requirements have been met: (1) (A)
10 The aggrieved employee or representative shall give written notice by online filing with the
11 Labor and Workforce Development Agency and by certified mail to the employer of the specific
12 provisions of this code alleged to have been violated, including the facts and theories to support
13 the alleged violation."

14 86. Labor Code § 2699.3(c)(1) states in pertinent part: "A civil action by an aggrieved
15 employee under subdivision (a) or (f) of Section 2699 alleging a violation of any provision other
16 than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall
17 commence only after the following requirements have been met: (1) (A) The aggrieved
18 employee or representative shall give written notice by online filing with the Labor and
19 Workforce Development Agency and by certified mail to the employer of the specific provisions
20 of this code alleged to have been violated, including the facts and theories to support the alleged
21 violation."

22 87. Here, Plaintiffs' civil action alleges violations of provisions listed in Labor Code
23 § 2699.5 and violations of provisions other than those listed in Labor Code § 2699.5. As such,
24 Labor Code § 2699.3(a) and § 2699.3(c) apply to this action.

25 88. On December 6, 2022, Plaintiffs complied with Labor Code § 2699.3(a) and
26 Labor Code § 2699.3(c) in that Plaintiffs gave written notice by online filing with the LWDA
27 and by certified mail to Defendants of the specific provisions of the Labor Code alleged to have
28 been violated, including the facts and theories to support the alleged violations. Attached hereto

as Exhibit 1 is Plaintiffs' LWDA letter.

89. Labor Code § 2699.3(a) further states in pertinent part: "(2)(A) The agency shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation within 60 calendar days of the postmark date of the notice received under paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given under paragraph (1), the aggrieved employee may commence a civil action under Section 2699."

90. As of February 9, 2023 (65 calendar days after Plaintiffs' December 6, 2023, LWDA letter was filed online), Plaintiffs had not received any notification that the LWDA intended to investigate the alleged violations. As such, Plaintiffs have complied with Labor Code § 2699.3(a) and have been given authorization therefrom to commence a civil action which includes a cause of action under Labor Code § 2699.

91. Further, as of January 8, 2023 (33 calendar days after Plaintiffs' December 6, 2023, LWDA letter was mailed to Defendants via certified mail), Plaintiffs have not received from Defendants written notice by certified mail that the alleged violations have been cured, including a description of actions taken. As such, Plaintiffs have complied with Labor Code § 2699.3(c) and have been given authorization therefrom to commence a civil action which includes a cause of action under Labor Code § 2699.

SIXTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES
(On Behalf of the 17200 Class)
(Against All Defendants)

92. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

93. B&PC § 17200 provides, in pertinent part, "[U]nfair competition shall mean and include any unlawful, unfair or fraudulent business act."

///

1 94. B&PC § 17205 provides that unless otherwise expressly provided, the remedies or
2 penalties provided for unfair competition “are cumulative to each other and to the remedies or
3 penalties available under all other laws of this state.”

4 95. B&PC § 17204 provides that an action for any relief from unfair competition may
5 be prosecuted by any person who has suffered injury in fact and has lost money or property as a
6 result of such unfair competition.

7 96. Defendants have engaged in unlawful, unfair and fraudulent business acts or
8 practices prohibited by B&PC § 17200, including those set forth in the preceding and foregoing
9 paragraphs of the complaint, thereby depriving the members of the 17200 Class of the minimum
10 working standards and conditions due to them under the Labor Code and/or the IWC Wage
11 Orders, as specifically described herein.

12 97. Defendants have engaged in unfair business practices in California by practicing,
13 employing and utilizing the employment practices outlined in the preceding paragraphs,
14 specifically, by requiring employees to perform the labor services complained of herein without
15 the requisite compensation.

16 98. Defendants’ use of such practices constitutes an unfair business practice, unfair
17 competition and provides an unfair advantage over Defendants’ competitors.

18 99. Plaintiffs have suffered injury in fact and have lost money or property as a result
19 of such unfair competition.

20 100. Plaintiffs seek full restitution from Defendants, as necessary and according to
21 proof, to restore any and all monies withheld, acquired and/or converted by Defendants by means
22 of the unfair practices complained of herein.

23 101. Further, if Defendants are not enjoined from the conduct set forth above,
24 Defendants will continue to practice, employ and utilize the employment practices outlined in the
25 preceding paragraphs.

26 102. Therefore, Plaintiffs request that the Court issue a preliminary and permanent
27 injunction prohibiting Defendants from engaging in the foregoing conduct.

28 ///

1 103. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total
2 monetary relief sought from Defendants.

3 **SEVENTH CAUSE OF ACTION**

4 **DECLARATORY RELIEF (CCP § 1060)**

5 **(On Behalf of Plaintiffs and All Others Similarly Situated)**

6 **(Against All Defendants)**

7 104. Plaintiffs incorporate by reference and reallege each and every one of the
8 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
9 forth herein.

10 105. Code of Civil Procedure § 1060 provides that any person who desires a
11 declaration of his or her rights or duties with respect to another, in cases of actual controversy
12 relating to the legal rights and duties of the respective parties, may ask the Court for a declaration
13 of rights or duties, and the Court may make a binding declaration of these rights or duties,
14 whether or not further relief is or could be claimed at the time; any such declaration by the Court
15 shall have the force of a final judgment.

16 106. Defendants continue to this day to engage in some or all of the unlawful and
17 unfair conduct as described herein.

18 107. An actual controversy exists in that Defendants assert they have the legal right to
19 perform the acts as described herein.

20 108. Plaintiffs desire a declaration as to the rights of Plaintiffs and all others similarly
21 situated with respect to Defendants' unlawful and unfair conduct, as described herein.

22 109. It is therefore necessary that the Court declare the rights and duties of the parties
23 hereto.

24 **VI.**

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs pray:

- 27 a. That the Court issue an Order certifying the Classes herein, appointing all named
28 Plaintiffs as representative of all others similarly situated, and appointing all law

1 firms representing all named Plaintiffs as counsel for the members of the Classes;

2 As to the First Cause of Action for Failure to Pay All Wages:

- 3 b. For recovery of the unpaid balance of the full amount of the straight time
4 compensation due and owing, according to proof;
- 5 c. For liquidated damages on the straight-time portion of uncompensated hours of work
6 (not including the overtime portion thereof), as authorized by Labor Code §
7 1194.2(a);
- 8 d. For recovery of the unpaid balance of the full amount of overtime compensation due
9 and owing, calculated at the appropriate rate and according to proof;
- 10 e. For pre-judgment interest as allowed by Labor Code § 218.6, Labor Code § 1194(a)
11 and Civil Code § 3287;
- 12 f. For an award of reasonable attorneys' fees and costs under Labor Code § 218.5
13 and/or Labor Code § 1194(a);

14 As to the Second Cause of Action for Failure to Authorize and Permit Paid Rest Periods:

- 15 g. For one (1) hour of pay at the regular rate of compensation for each member of the
16 Rest Period Class for each workday that a meal or rest period was not provided;
- 17 h. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §
18 3287;

19 As to the Third Cause of Action for Unpaid Reimbursements for Work Expenses:

- 20 i. For recovery of the unpaid balance for all necessary expenditures and losses incurred
21 in direct consequence of the discharge of Defendants' duties;
- 22 j. For interest thereon at the same rate as judgments in civil actions, accruing from the
23 date on which each member of the Reimbursements Class incurred the necessary
24 expenditure or loss, under Labor Code § 2802(b);
- 25 k. For reasonable attorneys' fees and costs under Labor Code § 2802(c);

26 As to the Fourth Cause of Action for Failure to Timely Furnish Accurate Itemized Wage

27 Statements:

- 28 l. For recovery as authorized by Labor Code § 226(e);

- 1 m. For an award of costs and reasonable attorneys' fees under Labor Code § 226(e)
2 and/or § 226(g);

3 As to the Fifth Cause of Action for Penalties Under Labor Code § 2699:

- 4 n. As applicable, for civil penalties under Labor Code § 2699(f), in addition to and
5 entirely independent and apart from other penalties in the Labor Code and for Labor
6 Code violations without a specific civil penalty, in the amount of \$100 for each
7 aggrieved employee per pay period for each violation, and \$200 for each aggrieved
8 employee per pay period for each subsequent violation;

- 9 o. As applicable, for civil penalties under Labor Code § 558, in addition to and entirely
10 independent and apart from other penalties in the Labor Code, as follows:

- 11 i. For any initial violation, fifty dollars (\$50) for each aggrieved underpaid
12 employee for each pay period for which the employee was underpaid; and
13 ii. For each subsequent violation, one hundred dollars (\$100) for each aggrieved
14 underpaid employee for each pay period for which the employee was
15 underpaid;

- 16 p. As applicable, for civil penalties under Labor Code § 1197.1, in addition to and
17 entirely independent and apart from other penalties in the Labor Code, as follows:

- 18 i. For any initial violation that is intentionally committed, \$100 for each
19 aggrieved underpaid employee for each pay period for which the employee
20 was underpaid; and
21 ii. For each subsequent violation, regardless of whether the initial violation is
22 intentionally committed, \$250 for each aggrieved underpaid employee for
23 each pay period for which the employee was underpaid;

- 24 q. As applicable, for civil penalties under Labor Code § 210, in addition to and entirely
25 independent and apart from other penalties in the Labor Code, in the amount of \$100
26 for each aggrieved employee per pay period for each violation, and \$200 for each
27 aggrieved employee per pay period for each subsequent violation;

28 ///

- 1 r. As applicable, for civil penalties under Labor Code § 226.3, in addition to and
2 entirely independent and apart from other penalties in the Labor Code, in the amount
3 of \$250 for each aggrieved employee per pay period for each violation, and \$1,000
4 for each aggrieved employee per pay period for each subsequent violation;
- 5 s. As applicable, for reasonable attorneys' fees and costs incurred under Labor Code §§
6 2699(g)(1) and any other applicable statute; and
- 7 t. For such relief as this Court may deem just and proper;

8 As to the Sixth Cause of Action for Unfair Business Practices:

- 9 u. For an accounting, under administration of Plaintiffs and/or the receiver and subject
10 to Court review, to determine the amount to be returned by Defendants, and the
11 amounts to be refunded to members of the Classes who are owed monies by
12 Defendants;
- 13 v. For an Order requiring Defendants to identify each of the members of the Classes by
14 name, home address, home telephone number and, if available, email address;
- 15 w. For an Order requiring Defendants to make full restitution and payment under
16 California law;
- 17 x. For an Order for a preliminary and/or permanent injunction prohibiting Defendants
18 from engaging in the acts complained of herein;
- 19 y. For the creation of an administrative process wherein each injured member of the
20 Classes may submit a claim in order to receive his/her money;
- 21 z. For all other appropriate injunctive, declaratory and equitable relief;
- 22 aa. For interest to the extent permitted by law;
- 23 bb. For an award of attorneys' fees and costs incurred in the investigation, filing and
24 prosecution of this action under Code of Civil Procedure § 1021.5, B&PC § 17200, et
25 seq., Labor Code § 1194 and/or any other applicable provision of law;

26 As to the Seventh Cause of Action for Declaratory Relief:

- 27 cc. For a Declaration from the Court determining the rights of Plaintiffs and all others
28 similarly situated regarding Defendants' unlawful and unfair conduct as described

1 herein;

2 dd. For such further Declaration of rights as the Court may deem proper;

3 ee. For payment of costs and attorneys' fees from the amount recovered for the common
4 benefit of Plaintiffs and all others similarly situated;

5 As to All Causes of Action:

6 ff. For such relief as this Court may deem just and proper, including reasonable
7 attorneys' fees and costs incurred.

8 **VII.**

9 **DEMAND FOR JURY TRIAL**

10 Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

11 Dated: February 10, 2023

VANESSA M. RUGGLES, ESQ.

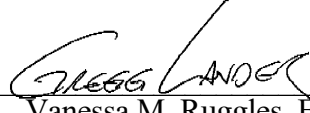
12 By: 
13 Vanessa M. Ruggles, Esq.
14 Gregg Lander, Esq.
15 Attorneys for Plaintiffs

EXHIBIT 1



December 6, 2022

Submitted at <https://www.dir.ca.gov> with \$75 filing fee

PAGA Administrator
California Labor and Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: Center For Applied Behavior Analysis LLC (the “Employer”)

NOTICE OF LABOR CODE VIOLATIONS UNDER LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency and the Employer

From: LeDejah Bradley (the “Employee”), who was subjected to the wage and hour practices set forth below

The Employee, by way of the above-named counsel, submits this Notice, under and in compliance with the requirements of California Labor Code § 2699.3(a)/(c), and alleges the facts and theories to support the alleged violations as follows:

During the applicable time period, the Employer employed the Employee and all other similarly situated aggrieved employees as hourly-paid, non-exempt employees, including but not limited to Community Support Specialists, and utilized consistent policies and procedures regarding the Employee and all such other similarly situated aggrieved employees, as follows:

First, the Employee and all other similarly situated aggrieved employees performed work for the Employer while clocked out, including but not limited to work performed before and/or after the pre-set shift times assigned to the Employee. As such, the Employer failed to pay all straight time wages, minimum wages and overtime wages due for the time the Employee and all other similarly situated aggrieved employees were subject, as stated, to the Employer’s control, in violation of Labor Code §§ 510, 1194, 1197 and 1198 and the applicable Industrial Wage Order, and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Second, the Employer failed to always authorize and permit paid rest breaks to the Employee and all other similarly situated aggrieved employees. The Employee and all other similarly situated aggrieved employees did not always get full ten minute uninterrupted rest breaks within the first four hours of their shift or major fraction thereof, and each subsequent four hours worked thereafter or major fraction thereof. As such, the Employee and all other similarly situated aggrieved employees were not always authorized and permitted legally compliant rest breaks. The Employer did not pay a rest period penalty for any of these violations. As such, the Employer violated Labor Code §§ 226.7 and 516, and the applicable Industrial Wage Order § 12(A)/(B) and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Third, the Employee and all other similarly situated aggrieved employees incurred mobile device-related expenses while performing reasonable and necessary work-related duties, including but not limited to checking in on the work app, inputting notes, and other daily required uses. However, the Employer failed to reimburse for these mobile device-related expenses. See *Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137. As such, the Employer violated Labor Code §§ 450 and 2802 by failing to reimburse the Employee and all other similarly situated aggrieved employees for all mobile device-related expenses reasonably incurred in the course of their required work duties, and owes penalties under Labor Code § 2699(f).

As a derivative result of some or all of the above claims, the Employer has also violated Labor Code § 226. Under Labor Code § 226 and the applicable Industrial Wage Order, the Employer is required to include certain information on a paystub. Here, because the Employer failed to pay all wages earned as set forth above, improper paystubs were issued by the Employer to the Employee and all other similarly situated aggrieved employees, and the Employer has derivatively violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within 33 calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

In addition, this letter clearly sets forth the Employee's grievances and proposed remedies, under the Labor Code, PAGA, and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee's demands and settle this dispute.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

Thank you for your consideration.

Very truly yours,



Vanessa M. Ruggles
Gregg Lander

cc: (via Certified Mail)
Center For Applied Behavior Analysis LLC
11150 W. Olympic Boulevard
Los Angeles, CA 90064



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>

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



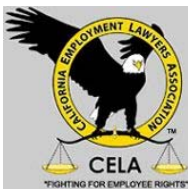
Consumer Attorneys
Association of Los Angeles



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:

(TYPE OR PRINT NAME)

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(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤ _____
(ATTORNEY FOR PLAINTIFF)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		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:

(TYPE OR PRINT NAME)

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)

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)



(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 efile 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	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 02/10/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u> G. Carini </u> Deputy
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring 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: 23STCV02982

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE		DEPT	ROOM	ASSIGNED JUDGE		DEPT	ROOM
✓	Stuart M. Rice	1					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**

on 02/10/2023
(Date)

By G. Carini, 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



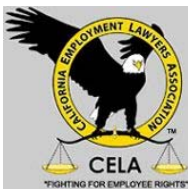
Consumer Attorneys
Association of Los Angeles



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:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER:

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

The parties agree that:

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

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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:

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(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 _____)

➤

(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:

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(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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(ATTORNEY FOR PLAINTIFF)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

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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