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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

GORDEN PHONG, an individual,

Plaintiff,

vs.

GOLDEN BANK, NATIONAL ASSOCIATION doing business as GOLDEN BANK, N.A.; PATRICIA CHOU, an individual; CANDY CHAN, an individual; and DOES 1 through 20, inclusive,

Defendants.

Case No.: 25STCV30934

COMPLAINT FOR:

(1) Wrongful Termination in Violation of Public Policy;
(2) Retaliation and Wrongful Termination in Violation of Labor Code § 1102.5;
(3) Violation of Labor Code § 232.5;
(4) Private Attorney General Act; and
(5) Failure to Provide Personnel and Payroll Records.

Jury Trial Demanded

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Plaintiff Gorden Phong alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to California Constitution Article VI, § 10, which grants the Superior Court "original jurisdiction in all causes except those given by statute to other courts." The statutes under which this action is brought do not specify any other basis for jurisdiction.

2. On July 8, 2025, more than 65 calendar days prior to filing this Complaint, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") via online filing, and simultaneously served Defendants via certified mail, specifying the particular provisions of the California Labor Code that Defendants allegedly violated, including the factual basis for each alleged violation

3. This Court has jurisdiction over all Defendants because, based on information and belief, each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, one or more of the named Defendants reside, transact business, or have offices in this county and the acts and omissions alleged herein took place in this county.

THE PARTIES

5. Plaintiff Gorden Phong ("Plaintiff") is a resident of Los Angeles County in the State of California.

6. Plaintiff is informed and believes, and thereon alleges, that Defendant Golden Bank, National Association, doing business as Golden Bank, N.A. ("GOLDEN BANK"), was and is, at all relevant times, a federally chartered national banking association organized and existing under the laws of the United States, with bank branches located throughout California, including the branch where Plaintiff worked in Alhambra, Los Angeles County.

7. Plaintiff is informed and believes, and thereon alleges, that Defendant Candy Chan (CHAN") was and is a resident of Millbrae, San Mateo County, California.

8. Plaintiff is informed and believes, and thereon alleges, that Defendant Patricia Chou (CHOU") was and is a resident of Houston, Texas.

9. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1–20 but will seek leave to amend and serve such fictitiously named Defendants once their names and capacities become known.

10. Plaintiff is informed and believes, and thereon alleges, that DOES 1–20 are the partners, joint ventures, parent companies, owners, shareholders, or managers or employees of Defendants and, therefore, were acting on behalf of Defendants.

11. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants are in some manner intentionally, negligently, or otherwise responsible for the acts, occurrences, or transactions alleged herein.

12. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, all Defendants, each acting as the agent for the other, with legal authority to act on the other's behalf.

13. At all times herein mentioned, Defendants, and each of them, including DOES 1–20, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

ALTER EGO, AGENCY, JOINT EMPLOYER, JOINT ENTERPRISE

14. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between Defendants and DOES 1-7 that the individuality and separateness of defendants has ceased to exist.

15. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of purported corporate existence, as DOES 1-7 are, in reality, one and the same as Defendants, including, but not limited to the following:

16. Defendants are completely dominated and controlled by DOES 1-7, who personally committed the frauds and violated the laws as set forth in this complaint, and who have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose.

17. DOES 1-7 derive actual and significant monetary benefits by and through Defendants' unlawful conduct, and by using Defendants as the funding source for their own personal expenditures.

18. Plaintiff is informed and believes that Defendants and DOES 1-7, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose.

19. Plaintiff is informed and believes that Defendants do not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

20. Plaintiff is informed and believes, and based thereon alleges, that the business affairs of Defendants and DOES 1-7 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Defendants are, and at all times relevant hereto were, used by DOES 1-7 as mere shells and conduits for the conduct of certain of Defendants' affairs, and are, and were, the alter egos of DOES 1-7. The recognition of the separate existence of Defendants and DOES 1-7 would not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for violations of the Government Code, Civil Code, Labor Code, and other statutory violations. The corporate existence of Defendants and DOES 1-7 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

21. Accordingly, Defendants constitute the alter egos of DOES 1-7, and the fiction of their separate corporate existence must be disregarded.

22. Plaintiff is informed and believes, and thereon alleges, that at all times material hereto and mentioned herein, each Defendant sued herein (including DOE Defendants) was the agent, servant, employer, partner, joint venturer, integrated enterprise, joint employer, contractor, contractee, partner, division owner, subsidiary, principal, division, alias, and/or successor in interest, with and/or of each of the remaining Defendants and was, at all times material hereto, acting within the purpose and scope of

such agency, servitude, partnership, employment, integrated enterprise, contract, venture, ownership, subsidiary, principal, alias, and/or alter ego and with the authority, consent, approval, control, influence, and ratification of each remaining Defendant sued herein

SUCCESSOR LIABILITY

23. Plaintiff is informed and believes, and based thereon alleges, that successor liability exists between Defendants and DOES 1-20.

24. Plaintiff is informed and believes, and based thereon alleges, Defendants and DOES 1-20 entered into a contact wherein Defendants agreed to assume the liabilities of DOES 1-20 or, alternatively, DOES 1-20 agreed to assume the liabilities of Defendants.

25. Plaintiff is informed and believes, and based thereon alleges, that Defendants and DOES 1-20 engaged in a transaction that was couched as the sale of assets, but which contain elements more characteristic of a merger or consolidation of one another.

26. Plaintiff is informed and believes, and based thereon alleges, that DOES 1-20 continued to operate under Defendants in the form of continuity of management, personnel, physical location, assets and general business operations.

27. Plaintiff is informed and believes, and based thereon alleges, that there was a continuity of shareholders a result of Defendants purchasing the assets of DOES 1-20, with shares of Defendants stock that are issued to the shareholders of DOES 1-20.

28. Plaintiff is informed and believes, and based thereon alleges, that Defendants or DOES 1-20 ceased their ordinary business operations at the same location and dissolved after the sale.

29. Plaintiff is informed and believes, and based thereon alleges, that Defendants took over the obligations of and DOES 1-20 that are necessary for the uninterrupted continuation of the normal business operations of DOES 1-20 or, alternatively, DOES 1-20 took over the obligations of Defendants that are necessary for the uninterrupted continuation of the normal business operations of Defendants.

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants conduct business in the same store with the same employees, equipment and forms as DOES 1-20.

31. Plaintiff is informed and believes, and based thereon alleges, that the identity of stockholders and directors are the same among Defendants on the one hand and DOES 1-20 on the other.

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants are a continuation of DOES 1-20 or, alternatively, DOES 1-20 are a continuation of Defendants, because they retain the same employees of each other, retain the same management as each other, retain the same facilities as each other, produce the same products as each other, retain the same name as each other, retain the same business operations as each other, and each holds itself out as a continuation of the other.

33. Plaintiff is informed and believes, and based thereon alleges, that Defendants and DOES 1-20 are a continuation of each other because there is continuity of management, personnel, location, assets and general business operations.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants or DOES 1-20 are a continuation of the other after one of these parties ceased their business operations and dissolved.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants are a continuation of DOES 1-20, or alternatively DOES 1-20 are a continuation of the Defendants, because either one of them assumed the liabilities and obligations of the other that are usually necessary for the continuation of the operations of such companies.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants are a continuation of DOES 1-20, or alternatively DOES 1-20 are a continuation of the Defendants, because represent itself, either expressly or by omitting to do otherwise, as the continuation of the other.

37. Plaintiff is informed and believes, and based thereon alleges, that the employees of the Defendants are doing the same jobs in the same working conditions under the same supervisors as when the business was operation under DOES 1-20.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants have the same production process, produces the same products, and basically has the same body of customers as when the business was operated by DOES 1-20.

39. Plaintiff is informed and believes, and based thereon alleges, that there has been a substantial continuity of business operations from either DOES 1-20 to Defendants, or alternatively from Defendants to DOES 1-20.

40. Plaintiff is informed and believes, and based thereon alleges, that Defendants use the same location as DOES 1-20.

41. Plaintiff is informed and believes, and based thereon alleges, that Defendants use the same or substantially the same work force as DOES 1-20.

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants use the same or substantially the same supervisory personnel as DOES 1-20.

43. Plaintiff is informed and believes, and based thereon alleges, that the same jobs exist under substantially the same working conditions under Defendants as they did under DOES 1-20.

44. Plaintiff is informed and believes, and based thereon alleges, that Defendants use the same machinery, equipment, and methods of production as DOES 1-20.

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants produce the same products as DOES 1-20.

46. Plaintiff is informed and believes, and based thereon alleges, that Defendants purchased all or substantially all of the assets of DOES 1-20 for insufficient consideration or, alternatively, DOES 1-20 purchased the assets of Defendants for insufficient consideration. Thus, there was fraud in the sales transaction in the alleged divestiture involved.

47. Accordingly, Defendants are successors in interest of DOES 1-20 or, alternatively DOES 1-20 are the successor in interest of the Defendants, and are thereby liable for the debts or liabilities of one another.

GENERAL ALLEGATIONS

48. Plaintiff is informed and believes, and based thereon alleges, that GOLDEN BANK operates approximately 11 to 14 bank branches with more than 100 employees in California and Texas.

49. On or about September 5, 2023, GOLDEN BANK hired Plaintiff as the branch manager of its Alhambra location, located at 105 East Valley Boulevard, Alhambra, California 91801 (the "Alhambra Bank Branch").

50. At all relevant times, GOLDEN BANK owned, operated, and maintained the Alhambra Bank Branch.

51. Plaintiff is informed and believes, and based thereon alleges, that for approximately one and one-half years prior to Plaintiff's hire, the Alhambra Bank Branch had been without a branch manager, during which time the assistant branch manager assumed both managerial and assistant managerial duties.

52. Plaintiff is informed and believes, and based thereon alleges, that during that same one and one-half year period, the Alhambra Bank Branch experienced a decline in revenue, deposits, and customer base.

53. Plaintiff brought with him 18 years of banking experience, including 11 years as a branch manager. During his employment with GOLDEN BANK, Plaintiff performed his duties in a professional and competent manner.

54. From the time of his hire through March 2024, Plaintiff worked without issue. He received no write-ups, was in frequent communication with his supervisor, CHAN, the branch administrator, and was recognized for growing branch deposits and accounts.

55. As a result of his performance, Plaintiff received a $3,000 bonus at the end of 2023 and a subsequent $1,000 salary increase.

56. In early 2024, Plaintiff became concerned that GOLDEN BANK was engaged in misleading advertising practices related to its Certificate of Deposit (CD) accounts. Specifically, GOLDEN BANK advertised six-month CD accounts with a set interest rate but opened 180-day CDs instead of the full 182.5-day period. Similarly, for nine-month CD accounts, GOLDEN BANK opened 270-day CDs instead of the full 273.75 days.

57. Plaintiff reasonably believed that consumers were being misled and deprived of 2.5 to 3.75 days of interest without their knowledge, which Plaintiff reasonably believed was a violation of state and federal law.

58. In March 2024, Plaintiff voiced his concerns during a meeting with GOLDEN BANK's marketing director and chief operating officer. He cautiously explained that GOLDEN BANK's conduct could be construed as false advertising and unlawful under state and federal consumer protection laws.

59. Plaintiff was told that the matter had been reviewed and cleared by GOLDEN BANK's compliance department.

60. Shortly after this meeting, Plaintiff noticed changes in how he was treated. For the first time, CHAN required him to submit weekly funding reports, a requirement not imposed on other branch managers, and her communication with Plaintiff significantly decreased.

61. Around this time, Plaintiff informed CHAN that he needed to take two days off due to his wife's pregnancy termination stemming from medical complications. CHAN responded in a curt and dismissive manner.

62. Despite this shift in treatment, Plaintiff continued to perform well and did not receive any disciplinary actions or write-ups between March and June of 2024.

63. On or about June 25, 2024, Plaintiff submitted a complaint to the Consumer Financial Protection Bureau (CFPB), formally reporting what he believed to be deceptive and unlawful business practices by GOLDEN BANK.

64. On or about August 12, 2024, Plaintiff was placed on a Performance Improvement Plan (PIP) by CHAN and GOLDEN BANK's HR Manager, CHOU, for allegedly not meeting loan and deposit goals. The PIP called for quarterly assessments and outlined goals to increase loans and deposit offerings.

65. Within the short time between the PIP's implementation and his termination, Plaintiff increased loans by approximately $708,000 and increased branch deposits by approximately $1.7 million.

66. Despite this progress and without any quarterly review, Plaintiff was terminated on September 24, 2024, months before the PIP's stated deadline of January 2025.

67. At the time of Plaintiff's hire, his offer letter set forth a goal to increase loans to $15 million and deposits by $10 million within 12 months. When Plaintiff began, the branch's deposits

totaled approximately $84 million. By the time of his termination, deposits had reached approximately $98 million, exceeding GOLDEN BANK's initial goal.

68. In or around February 2024, GOLDEN BANK's raised Plaintiff's loan target to $107 million. Plaintiff had processed approximately $2 million in loans, but only $890,000 was credited to him due to GOLDEN BANK's internal policy of crediting loans to the referring party, in this case, CHAN. Plaintiff alleges that industry standard credits the processing manager regardless of who made the referral.

69. Plaintiff acknowledges that he did not meet the adjusted loan goal but contends that his performance was improving and within normal expectations.

70. Based on his 18 years of experience in the banking industry, Plaintiff alleges that it is unprecedented to terminate a branch manager so abruptly without warnings or progressive discipline.

71. Plaintiff is informed and believes, and based thereon alleges, that other branch managers at GOLDEN BANK also failed to meet their goals but were not disciplined or terminated. Several of these managers expressed sympathy to Plaintiff and acknowledged that if the same standard were applied to them, they too would have been terminated.

72. Plaintiff is informed and believes, and based thereon alleges, that his termination was substantially motivated by his internal and external disclosures regarding practices he reasonably believed to be unlawful, including false advertising and unfair business practices.

73. Plaintiff's disclosures constituted protected activity under California public policy and California Labor Code §§ 1102.5 and 232.5.

74. GOLDEN BANK's adverse actions, including increased scrutiny, pretextual discipline, and termination, were acts of retaliation in violation of California law.

75. As a result of Defendants' conduct, Plaintiff has suffered and continues to suffer economic loss, emotional distress, and other general and special damages in an amount to be proven at trial.

FIRST CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(Against GOLDEN BANK and DOES 1–20)

76. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as though fully set herein.

77. California law prohibits termination or other adverse employment actions against employees for reasons that violate public policy. Plaintiff is informed and believes and thereon alleges that GOLDEN BANK violated public policy by terminating his employment for reasons that violate public policy of the State of California.

78. GOLDEN BANK's termination of Plaintiff's employment violated California statutes and/or common law that inure to the benefit of the public at large and are a statement of California public policy, including, but not limited to, California Labor Code §§ 232.5, 1102.5, and other related statutes and common law. These laws, statutes and their interpretative regulations inure to the benefit of the public at large and embody fundamental public policy of the State of California and/or the United States.

79. At all times, GOLDEN BANK, acting at least partially in response to learning of Plaintiff's complaints regarding GOLDEN BANK's perceived unlawful business practices, its general workplace and/or its Labor Code violations, took actions to discriminate and retaliate against Plaintiff, and, ultimately, wrongfully terminated him without legitimate justification, but on pre-textual reasons. In so doing, and wrongfully terminating Plaintiff, GOLDEN BANK has violated well known public policies meant to protect Plaintiff, and the public at large, from such conduct.

80. As a direct, legal, and/or proximate result of the aforesaid acts of GOLDEN BANK, Plaintiff has suffered actual, consequential, and incidental financial losses, including without limitation, loss of income, earnings, salary, benefits, the intangible loss of employment-related opportunities in his field, and damage to his professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages, including all prejudgment interest on the same.

81. As a direct, legal, and/or proximate result of GOLDEN BANK's conduct, Plaintiff has sustained and continues to suffer severe emotional and physical injury, including related emotional

distress, emotional trauma, pain and suffering, personal injury, personal inconvenience, sickness, and illness, etc., all to Plaintiff's damages in an amount to be shown according to proof.

82. The conduct of GOLDEN BANK in wrongfully terminating Plaintiff subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by GOLDEN BANK that Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based thereon alleges, that GOLDEN BANK's conduct against Plaintiff was done with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or ratified by officers, directors or managing agents of GOLDEN BANK, and/or was the result of the application of unlawful, malicious or oppressive policies and procedures. As a consequence of the aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages in a sum to be shown according to proof at trial.

83. Pursuant to Code of Civil Procedure §1021.5, Plaintiff requests a reasonable award of attorneys' fees and costs, including expert fees pursuant to statute.

SECOND CAUSE OF ACTION

RETALIATION AND WRONGFUL TERMINATION

IN VIOLATION OF *LABOR CODE* § 1102.5

(Against All Defendants and DOES 1–20)

84. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as though fully set herein.

85. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint as though fully set forth herein.

86. At all times herein mentioned, California Labor Code §§ 1102.5, et seq., were in full force and effect and were binding on Defendants. Under Labor Code §1102.5(a), it is unlawful for any employer, or any person acting on its behalf, to "make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying

before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation..."

87. At all times herein mentioned, under Labor Code § 1102.5(b), an employer, or any person acting on its behalf, "shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government ... agency [or] to a person with authority over the employee ... if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of ... a local, state, or federal rule or regulation..."

88. At all times herein mentioned, under Labor Code § 1102.5(c), an employer, or any person acting on its behalf, "shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation."

89. The Truth in Savings Act (12 CFR 1030), implemented through Regulation DD, aims to help consumers make informed decisions about their bank accounts by requiring clear and accurate disclosures about the terms and costs of consumer deposit accounts. This law covers savings, checking, CDs, and money market accounts.

90. As fully elaborated above, while within the course and scope of his duties as GOLDEN BANK's employee and under the direct supervision of CHAN, Plaintiff complained to GOLDEN BANK's agents, including CHAN and CHOU, of perceived unfair or fraudulent business practices pertaining to interest provided to customers with CDs (see Truth in Saving Act under 12 CFP 1030 and Regulation DD, and Bus. & Prof. Code 17200, et seq.) and, further, the failure to provide time off for an earned and long-accrued vacation request of the Assistant Bank Manager to visit family members (see Labor Code §227.3). At all times herein mentioned, Plaintiff reasonably believed Defendants to be in violation of local, state and/or federal laws and regulations. In response, and as a direct result of Plaintiff's reports, all in violation of California Labor Code § 1102.5 et seq., Defendants, and each of them retaliated against Plaintiff by unjustly increasing his quota and failing to lower it, sending him a PIP, refusing to permit him to realize the benefit of planned increases in bank account revenues from his

efforts, refusing to permit him to realize the benefit of his newly formed residential mortgage program and marketing, and refusing to permit him the full time promised to reach his quota, and abruptly terminating his employment, all without legitimate justification.

91. As a direct, legal and/or proximate result of the aforesaid acts of Defendants, Plaintiff has suffered actual, consequential and incidental financial losses, including without limitation, loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities in his field and damage to his professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages, including all prejudgment interest on the same.

92. As a direct, legal and/or proximate result of Defendants' conduct, Plaintiff has sustained and continues to suffer emotional distress and related emotional trauma, pain and suffering, physical injury, personal inconvenience, sickness and illness, etc. all to Plaintiff's damages in an amount to be shown according to proof.

93. The conduct of Defendants in retaliating against Plaintiff and/or wrongfully terminating him because he complained of unlawful conduct or perceived unlawful conduct, subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or ratified by officers, directors or managing agents of the company and/or was the result of the application of unlawful, malicious or oppressive policies. As a consequence of the aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages against Defendants, and each of them, in a sum to be shown according to proof at trial.

94. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire attorneys to prosecute his claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. As a result, pursuant to Labor Code § 1102.5(j), Plaintiff is entitled to recover attorneys' fees and costs.

<u>THIRD CAUSE OF ACTION</u>

<u>RETALIATION AND WRONGFUL TERMINATION</u>

<u>IN VIOLATION OF *LABOR CODE* § 232.5</u>

<u>(Against All Defendants and DOES 1–20)</u>

95. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as though fully set herein.

96. At all relevant times, *Labor Code* §232.5 was in full force and effect and was binding upon Defendants and each of them. This statute prohibits any employer from discharging, formally disciplining, or otherwise discriminating against an employee who discloses information about working conditions.

97. As alleged herein, Plaintiff disclosed, on various occasions, information pertaining to working conditions at Golden Bank. Specifically, Plaintiff disclosed information pertaining to the interest charged on CD accounts compared to its advertising of same, and of the unjust denial of vacation time off for this Assistant Bank Manager to visit members of her family abroad.

98. As a consequence of Plaintiff's disclosures regarding his working conditions, as alleged herein, Defendants took various adverse employment actions against Plaintiff, including but not limited to formal discipline, an unparalleled increased quota without reduction, failure to permit Plaintiff to receive the benefits of incoming revenue to his bank branch, failure to permit Plaintiff the full time promised for him to reach his quota, and discharge. Defendants thereby violated Labor Code § 232.5.

99. The damage allegations of the paragraphs above, inclusive, are herein incorporated by reference.

100. As a direct, legal, and/or proximate result of the aforesaid acts of Defendants, Plaintiff has suffered actual, consequential, and incidental financial losses, including without limitation, loss of income, earnings, salary, benefits, the intangible loss of employment-related opportunities in his field, and damage to his professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages, including all prejudgment interest on the same.

101. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained and continues to suffer emotional injuries, emotional distress and physical injuries, including related emotional and physical trauma, pain and suffering, personal injury, personal inconvenience, sickness and illness, *etc.*, all to Plaintiff's damages in an amount to be shown according to proof.

102. The conduct of Defendant in retaliating against and/or wrongfully terminating Plaintiff subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or ratified by officers, directors or managing agents of the corporation and/or was the result of the application of unlawful, malicious or oppressive policies and procedures. As a consequence of the aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages in a sum to be shown according to proof pursuant to *Civil Code* § 3924.

103. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she is entitled to recover pursuant *Code of Civil Procedure* §1021.5.

<u>FOURTH CAUSE OF ACTION</u>

<u>PRIVATE ATTORNEY GENERAL ACT</u>

<u>(Against GOLDEN GATE and DOES 1–20)</u>

104. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint as though fully set forth herein.

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

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

107. On July 8, 2025, more than 65 calendar days before filing this Complaint, Plaintiff

gave written notice by online filing with the Labor and Workforce Development Agency and provided notice via certified mail to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3.

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

109. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiff is entitled to civil penalties of $100 for each aggrieved employee per pay period for the initial violation, and $200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

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

FIFFIFTH CAUSE OF ACTION

FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS

(Lab. Code §§1198.5 and 226(c)(f))

(Against All Defendants and DOES 1–20)

111. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint as though fully set forth herein.

112. Labor Code §1198.5 requires an employer, within thirty (30) days of a written request therefore, to inspect or receive a copy of an employee's personnel and payroll records. An employer's failure to do so subjects the employer to a $750.00 penalty, payable to the employee.

113. Labor Code §226(c) requires an employer, within twenty-one (21) days of written request therefore, to inspect or receive a copy of an employee's payroll records. An employer's failure to do so subjects the employer to a $750.00 penalty, payable to the employee, pursuant to Labor Code§226(f).

114. On January 24, 2025, Plaintiff made a written request to inspect or receive a copy of his personnel and payroll records from Defendants, which Defendants received.

115. Defendants failed and refused to permit Plaintiff's inspection of his personnel and payroll records, and failed to provide a copy of Plaintiff's personnel and payroll records to him, within the time required by Labor Code §1198.5 and §226(c), or ever.

116. As a result of Defendants' failure and refusal to comply with Labor Code § 1198.5, including its ongoing failure to produce and/or make available Plaintiff's personnel file, Plaintiff seeks a Court order, including any appropriate injunctive or declaratory relief, requiring the immediate production of her personnel file, in addition to Plaintiff's entitlement to recover from Defendants a civil penalty of $750.00.

117. As a result of Defendants' failure and refusal to comply with Labor Code § 226(c), including its ongoing failure to produce and/or make available Plaintiff's personnel file, Plaintiff seeks a Court order, including any appropriate injunctive or declaratory relief, requiring the immediate production of her personnel file, in addition to Plaintiff's entitlement to recover from Defendants a civil penalty of $750.00.

118. Pursuant to Lab. Code §§1198.5(l) and 226(h), Plaintiff seeks his attorney's fees.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. For general damages, in the amount of no less than $5,000,000, according to proof;

2. For special and economic damages, in the amount of no less than $5,000,000, according to proof;

3. For past and/or future economic damages, including all past and/or future lost earnings, wages, and/or benefits, in the amount of no less than $5,000,000, according to proof;

4. For past and/or future non-economic damages, including all past and/or future physical injuries, emotional distress, pain, suffering, etc., in the amount of no less than $5,000,000, according to proof;

5. For punitive damages, according to proof;

6. For prejudgment interest, according to proof;

7. For statutory penalties pursuant to Labor Code §226(c)(f), for no less than $750.00;

8. For all compensation and/or statutory penalties owed, including as required under Labor Code §§1102.5, 1198.5, 6310, 226(c), and 2699(f);

9. For declaratory and/or injunctive relief, including an order for the production of Plaintiff's personnel and payroll file, where appropriate;

10. For reasonable attorneys' fees and costs of suit incurred;

11. For experts' costs and fees incurred herein through the date of final judgment; and

12. For such other and further relief as the Court may deem just and proper.

DATED: October 23, 2025

EMPLOYEE JUSTICE LEGAL GROUP, P.C.

By: Steven Berkowitz

KAVEH S. ELIHU, ESQ.
DANIEL J. FRIEDMAN, ESQ.
STEVEN BERKOWITZ, ESQ.
Attorneys for Plaintiff Gorden Phong

SUM-100

SUMMONS
(CITACION JUDICIAL)

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

Electronically FILED by Superior Court of California, County of Los Angeles 10/23/2025 9:10 AM David W. Slayton, Executive Officer/Clerk of Court, By E. Galicia, Deputy Clerk

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
GOLDEN BANK, NATIONAL ASSOCIATION doing business as GOLDEN BANK, N.A.; PATRICIA CHOU, an individual; CANDY CHAN, an individual; and DOES 1 through 20, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
GORDEN PHONG, an individual,

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

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

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

The name and address of the court is:
(El nombre y dirección de la corte es):
Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):
25STCV30934

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):
Kaveh S. Elihu, Esq. (SBN 268249); Daniel J. Friedman, Esq. (SBN 289670); Steven Berkowitz, Esq. (SBN 124051); Employee Justice Legal Group, P.C., 1001 Wilshire Boulevard, Los Angeles, CA 90017; (213) 382-2222

DATE: *(Fecha)* 10/23/2025 David W. Slayton, Executive Officer/Clerk of Court Clerk, by *(Secretario)* E. Galicia , Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión 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)*:

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp **FILED** Superior Court of California County of Los Angeles 10/23/2025 David W. Slayton, Executive Officer / Clerk of Court By: E. Galicia Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT **UNLIMITED CIVIL CASE**	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 25STCV30934

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

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

Given to the Plaintiff/Cross-Complainant/Attorney of Record on 10/23/2025 (Date)

David W. Slayton, Executive Officer / Clerk of Court

By E. Galicia, 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.

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?

Alternative Dispute Resolution (ADR) helps people find solutions to their legal disputes without going to trial. The Court offers a variety of ADR resources and programs for various case types.

TYPES OF ADR

- **Negotiation.** Parties may talk with each other about resolving their case at any time. If the parties have attorneys, they will negotiate for their clients.
- **Mediation.** Mediation may be appropriate for parties who want to work out a solution but need help from a neutral third party. A mediator can help the parties reach a mutually acceptable resolution. Mediation may be appropriate when the parties have communication problems and/or strong emotions that interfere with resolution. Mediation may not be appropriate when the parties want a public trial, lack equal bargaining power, or have a history of physical or emotional abuse.
- **Arbitration.** Less formal than a trial, parties present evidence and arguments to an arbitrator 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.
- **Settlement Conferences.** A judge or qualified settlement officer assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Mandatory settlement conferences may be ordered by a judicial officer. In some cases, voluntary settlement conferences may be requested by the parties.

ADVANTAGES OF ADR

- **Save time and money.** Utilizing ADR methods is often faster than going to trial and parties can save on court costs, attorney's fees, and other charges.
- **Reduce stress and protect privacy.** ADR is conducted outside of a courtroom setting and does not involve a public trial.
- **Help parties maintain control.** For many types of ADR, parties may choose their ADR process and provider.

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 decision by a judge or jury.

WEBSITE RESOURCES FOR ADR

- **Los Angeles Superior Court ADR website:** www.lacourt.org/ADR
- **California Courts ADR website:** www.courts.ca.gov/programs-adr.htm

Los Angeles Superior Court ADR Programs for Unlimited Civil (cases valued over $35,000)
Litigants should closely review the requirements for each program and the types of cases served.

- **Civil Mediation Vendor Resource List.** Litigants in unlimited civil cases may use the Civil Mediation Vendor Resource List to arrange voluntary mediations without Court referral or involvement. The Resource List includes organizations that have been selected through a formal process that have agreed to provide a limited number of low-cost or no-cost mediation sessions with attorney mediators or retired judges. Organizations may accept or decline cases at their discretion. Mediations are scheduled directly with these organizations and are most often conducted through videoconferencing. The organizations on the Resource List target active civil cases valued between $50,000-$250,000, though cases outside this range may be considered. *For more information and to view the list of vendors and their contact information, download the Resource List Flyer and FAQ Sheet at www.lacourt.org/ADR/programs.html.*
  RESOURCE LIST DISCLAIMER: The Court provides this list as a public service. The Court does not endorse, recommend, or make any warranty as to the qualifications or competency of any provider on this list. Inclusion on this list is based on the representations of the provider. The Court assumes no responsibility or liability of any kind for any act or omission of any provider on this list.

- **Mediation Volunteer Panel (MVP).** Unlimited civil cases referred by judicial officers to the Court's Mediation Volunteer Panel (MVP) are eligible for three hours of virtual mediation at no cost with a qualified mediator from the MVP. Through this program, mediators volunteer preparation time and three hours of mediation at no charge. If the parties agree to continue the mediation after three hours, the mediator may charge their market hourly rate. When a case is referred to the MVP, the Court's ADR Office will provide information and instructions to the parties. The Notice directs parties to meet and confer to select a mediator from the MVP or they may request that the ADR Office assign them a mediator. The assigned MVP mediator will coordinate the mediation with the parties. *For more information or to view MVP mediator profiles, visit the Court's ADR webpage at www.lacourt.org/ADR or email ADRCivil@lacourt.org.*

- **Mediation Center of Los Angeles (MCLA) Referral Program.** The Court may refer unlimited civil cases to mediation through a formal contract with the Mediation Center of Los Angeles (MCLA), a nonprofit organization that manages a panel of highly qualified mediators. Cases must be referred by a judicial officer or the Court's ADR Office. The Court's ADR Office will provide the parties with information for submitting the case intake form for this program. MCLA will assign a mediator based on the type of case presented and the availability of the mediator to complete the mediation in an appropriate time frame. MCLA has a designated fee schedule for this program. *For more information, contact the Court's ADR Office at ADRCivil@lacourt.org.*

- **Resolve Law LA (RLLA) Virtual Mandatory Settlement Conferences (MSC).** Resolve Law LA provides three-hour virtual Mandatory Settlement Conferences at no cost for personal injury and non-complex employment cases. Cases must be ordered into the program by a judge pursuant to applicable Standing Orders issued by the Court and must complete the program's online registration process. The program leverages the talent of attorney mediators with at least 10 years of litigation experience who volunteer as settlement officers. Each MSC includes two settlement officers, one each from the plaintiff and defense bars. Resolve Law LA is a joint effort of the Court, Consumer Attorneys Association of Los Angeles County (CAALA), Association of Southern California Defense Counsel (ASCDC), Los Angeles Chapter of the American Board of Trial Advocates (LA-ABOTA), Beverly Hills Bar Foundation (BHBF), California Employment Lawyers Association (CELA), and Los Angeles County Bar Association (LACBA). *For more information, visit https://resolvelawla.com.*

- **Judicial Mandatory Settlement Conferences (MSCs).** Judicial MSCs are ordered by the Court for unlimited civil cases and may be held close to the trial date or on the day of trial. The parties and their attorneys meet with a judicial 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 more information, visit https://www.lacourt.org/division/civil/CI0047.aspx.

Los Angeles Superior Court ADR Programs for Limited Civil (cases valued below $35,000)

Litigants should closely review the requirements for each program and the types of cases served.

- **Online Dispute Resolution (ODR).** Online Dispute Resolution (ODR) is a free online service provided by the Court to help small claims and unlawful detainer litigants explore settlement options before the hearing date without having to come to court. ODR guides parties through a step-by-step program. After both sides register for ODR, they may request assistance from trained mediators to help them reach a customized agreement. The program creates settlement agreements in the proper form and sends them to the Court for processing. Parties in small claims and unlawful detainer cases must carefully review the notices and other information they receive about ODR requirements that may apply to their case. *For more information, visit https://my.lacourt.org/odr.*

- **Dispute Resolution Program Act (DRPA) Day-of-Hearing Mediation.** Through the Dispute Resolution Program Act (DRPA), the Court works with county-funded agencies, including the Los Angeles County Department of Consumer & Business Affairs (DCBA) and the Center for Conflict Resolution (CCR), to provide voluntary day-of-hearing mediation services for small claims, unlawful detainer, limited civil, and civil harassment matters. DCBA and CCR staff and trained volunteers serve as mediators, primarily for self-represented litigants. There is no charge to litigants. *For more information, visit https://dcba.lacounty.gov/countywidedrp.*

- **Temporary Judge Unlawful Detainer Mandatory Settlement Conference Pilot Program.** Temporary judges who have been trained as settlement officers are deployed by the Court to designated unlawful detainer court locations one day each week to facilitate settlement of unlawful detainer cases on the day of trial. For this program, cases may be ordered to participate in a Mandatory Settlement Conference (MSC) by judicial officers at Stanley Mosk, Long Beach, Compton, or Santa Monica. Settlement rooms and forms are available for use on the designated day at each courthouse location. There is no charge to litigants for the MSC. *For more information, contact the Court's ADR Office at ADRCivil@lacourt.org.*