

# SUMMONS (CITACION JUDICIAL)

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

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

SHERIF ANTOON, an individual; SALLY ANTOON, an individual; UNITED PROTECTIVE SERVICES, INC., a corporation; [see attachment]

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

CIPRIANO MERINO SALAS, an individual, [see attachment]

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
8/15/2023 4:56 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By J. Nunez, Deputy Clerk

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

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

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

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

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

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

CASE NUMBER: (Número del Caso):  
23STCV19452

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):

Ramin R. Younessi, Esq.; 3435 Wilshire Boulevard, Suite 2200, Los Angeles, CA 90010; (213) 480-6200

DATE: 08/15/2023  
(Fecha)

Clerk, by David W. Slayton, Executive Officer/Clerk of Court, Deputy  
(Secretario) J. Nunez (Adjunto)

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

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



## NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☐ 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):
- ☐ by personal delivery on (date)

|                                                                 |                             |
|-----------------------------------------------------------------|-----------------------------|
| SHORT TITLE:<br>Cipriano Merino Salas vs. Sherif Antoon, et al. | CASE NUMBER:<br>23STCV19452 |
|-----------------------------------------------------------------|-----------------------------|

INSTRUCTIONS FOR USE

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☒ Plaintiff    ☐ Defendant    ☐ Cross-Complainant    ☐ Cross-Defendant

on behalf of all others similarly situated, and also on behalf of all aggrieved employees,

|                                                                 |                             |
|-----------------------------------------------------------------|-----------------------------|
| SHORT TITLE:<br>Cipriano Merino Salas vs. Sherif Antoon, et al. | CASE NUMBER:<br>23STCV19452 |
|-----------------------------------------------------------------|-----------------------------|

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List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff    ☒ Defendant    ☐ Cross-Complainant    ☐ Cross-Defendant

UNIFIED PROTECTIVE SERVICES, INC., a corporation; UNIFIED SECURITY SERVICES, INC., a corporation; UNIFIED SECURITY SERVICES II, INC., a corporation; I GUARD SERVICES, INC., a corporation; TRINITY PROTECTIVE SERVICES, INC, a corporation; and DOES 1 through 20, inclusive,

Ramin R. Younessi, Esq. (SBN 175020)  
**LAW OFFICES OF RAMIN R. YOUNESSI**  
**A PROFESSIONAL LAW CORPORATION**  
3435 Wilshire Boulevard, Suite 2200  
Los Angeles, California 90010  
Telephone: (213) 480-6200  
Facsimile: (213) 480-6201

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
8/15/2023 1:57 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By J. Nunez, Deputy Clerk

Attorney for Plaintiffs,  
CIPRIANO MERINO SALAS, on behalf  
of all others similarly situated, and also  
on behalf of all aggrieved employees

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

CIPRIANO MERINO SALAS, an individual,  
on behalf of all others similarly situated, and  
also on behalf of all aggrieved employees,

Plaintiffs,

v.

SHERIF ANTOON, an individual; SALLY  
ANTOON, an individual; UNITED  
PROTECTIVE SERVICES, INC., a  
corporation; UNIFIED PROTECTIVE  
SERVICES, INC., a corporation; UNIFIED  
SECURITY SERVICES, INC., a corporation;  
UNIFIED SECURITY SERVICES II, INC., a  
corporation; I GUARD SERVICES, INC., a  
corporation; TRINITY PROTECTIVE  
SERVICES, INC, a corporation; and DOES 1  
through 20, inclusive,

Defendants.

**CLASS ACTION COMPLAINT**

Case No. **23STCV19452**

- 1. MISCLASSIFICATION OF EMPLOYEE AS "INDEPENDENT CONTRACTOR."**
- 2. FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
- 3. FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
- 4. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
- 5. FAILURE TO PROVIDE REST PERIODS (CAL. LABOR CODE §§226.7);**
- 6. FAILURE TO PROVIDE MEAL PERIODS (CAL. LABOR CODE § 512);**
- 7. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
- 8. WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**
- 9. UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.);**

**10. PRIVATE ATTORNEY GENERAL ACT  
(CAL. LABOR CODE §2699, ET SEQ).**

**DEMAND OVER \$25,000**

**DEMAND FOR JURY TRIAL**

PLAINTIFF, CIPRIANO MERINO SALAS, an individual on behalf of himself and all other similarly situated employees and also on behalf of all aggrieved employees (hereinafter collectively referred to as “Plaintiffs”), hereby files this Complaint against Defendants SHERIF ANTOON, an individual; SALLY ANTOON, an individual; UNITED PROTECTIVE SERVICES, INC., a corporation; UNIFIED PROTECTIVE SERVICES, INC., a corporation; UNIFIED SECURITY SERVICES, INC., a corporation; UNIFIED SECURITY SERVICES II, INC., a corporation; I GUARD SERVICES, INC., a corporation; TRINITY PROTECTIVE SERVICES, INC, a corporation; and DOES 1 through 20 (hereinafter collectively referred to as “Defendants”). Plaintiffs are informed and believe, and thereon allege as follows:

**INTRODUCTION**

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

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

3. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from August 15, 2019, up to and through the time of trial for this matter. This is hereinafter the “Class Period.”

**RELEVANT JOB TITLES**

4. For introductory and general information only (and not to be considered a proposed class definition), the relevant job titles held by the California citizens in this action are Defendants’ employees. (hereinafter including any of Defendants’ job positions with substantially similar titles and/or duties). These employees are hereinafter referred to as “Class Plaintiffs.”

5. The general obligations and responsibilities of Class Plaintiffs are virtually identical from region to region, district to district, office to office, facility to facility, and employee to employee. Any differences in job activities between the different individuals in these positions were and are legally insignificant to the issues presented in this action.

## JURISDICTION AND VENUE

6. This Court is the proper court pursuant to CCP §295(a) and CCP §395.5, and this action is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Los Angeles County, and because the work that is the subject of this action was performed by Class Plaintiffs in Los Angeles County.

7. The California Superior Court 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.

8. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Class Plaintiffs, were all California citizens and Defendants SHERIF ANTOON, SALLY ANTOON, UNITED PROTECTIVE SERVICES, INC., UNIFIED PROTECTIVE SERVICES, INC., UNIFIED SECURITY SERVICES, INC., UNIFIED SECURITY SERVICES II, INC., I GUARD SERVICES, INC., TRINITY PROTECTIVE SERVICES, INC. conducted and transacted business throughout Los Angeles County. Further there is no federal question at issue, as the issues herein are based solely on California statutes and law.

## THE PARTIES

**PLAINTIFF MERINO**

9. Plaintiff CIPRIANO MERINO SALAS (“MERINO”) is an individual over the age of eighteen (18) and is now and at all times mentioned in this Complaint was a citizen of the State of California.

10. Plaintiff MERINO has worked for Defendants as a security guard from on or about January 2018 to June 12, 2022, within the County of Los Angeles, California.

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**DEFENDANT UNIFIED SECURITY SERVICES II, INC.**

16. Defendant UNIFIED SECURITY SERVICES II, INC. (hereinafter “UNIFIED SECURITY SERVICES II”) was and is a California corporation doing business at 4431 Rosecrans Avenue, Hawthorne, in the County of Los Angeles, State of California. At all relevant times, Defendant UNIFIED SECURITY SERVICES II employed 26 or more employees.

**DEFENDANT I GUARD SERVICES, INC.**

16. Defendant I GUARD SERVICES, INC. (hereinafter “I GUARD”) was and is a California corporation doing business at 10545 Burbank Boulevard, #114, North Hollywood, in the County of Los Angeles, State of California. At all relevant times, Defendant I GUARD employed 26 or more employees.

**DEFENDANT TRINITY PROTECTIVE SERVICES, INC.**

17. Defendant TRINITY PROTECTIVE SERVICES, INC (hereinafter TRINITY) was and is a California corporation doing business at 11247 Pickford Street, Los Angeles, in the County of Los Angeles, State of California. At all relevant times, Defendant TRINITY employed 26 or more employees.

**DOES 1 – 20, INCLUSIVE**

18. DOES 1 to 20, inclusive are now, and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California.

19. Class Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 to 20, inclusive and for that reason, DOES 1 to 20 are sued under such fictitious names pursuant to CCP §474.

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

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**ALL DEFENDANTS**

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

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

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

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

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

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

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

28. Class Plaintiffs are informed and believe, and based thereupon allege, that Defendants, and each of them, including those defendants named as DOES 1-20 acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Class Plaintiffs are further informed and believe, and based thereupon allege, that Defendants, and each of them, including those

1 defendants named as DOES 1-20, and each of them, formed and executed a conspiracy or common plan  
2 pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein  
3 done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiffs harm.

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

7  
8                     **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

9         30. Class Plaintiffs are informed and believe, and based thereon allege, that there exists such  
10 a unity of interest and ownership between SHERIF ANTOON, SALLY ANTOON and UNITED  
11 PROTECTIVE SERVICES, INC., UNIFIED PROTECTIVE SERVICES, INC., UNIFIED SECURITY  
12 SERVICES, INC., UNIFIED SECURITY SERVICES II, INC., I GUARD SERVICES, INC., TRINITY  
13 PROTECTIVE SERVICES, INC., (collectively “Defendants”) that the individuality and separateness of  
14 defendants have ceased to exist.

15         31. Class Plaintiffs are informed and believe, and based thereon allege, that despite the  
16 formation of purported corporate existence, SHERIF ANTOON, SALLY ANTOON, UNITED  
17 PROTECTIVE SERVICES, INC., UNIFIED PROTECTIVE SERVICES, INC., UNIFIED SECURITY  
18 SERVICES, INC., UNIFIED SECURITY SERVICES II, INC., I GUARD SERVICES, INC., TRINITY  
19 PROTECTIVE SERVICES, INC. are, in reality, one and the same, including, but not limited to because:

20                 a. UNITED PROTECTIVE SERVICES, INC., UNIFIED PROTECTIVE  
21 SERVICES, INC., UNIFIED SECURITY SERVICES, INC., UNIFIED SECURITY SERVICES II,  
22 INC., I GUARD SERVICES, INC., TRINITY PROTECTIVE SERVICES, INC. are completely  
23 dominated and controlled by SHERIF ANTOON and SALLY ANTOON, who personally committed the  
24 frauds and violated the laws as set forth in this complaint, and who have hidden and currently hide behind  
25 UNITED PROTECTIVE SERVICES, INC., UNIFIED PROTECTIVE SERVICES, INC., UNIFIED  
26 SECURITY SERVICES, INC., UNIFIED SECURITY SERVICES II, INC., I GUARD SERVICES,  
27 INC., TRINITY PROTECTIVE SERVICES, INC. to perpetrate frauds, circumvent statutes, or  
28 accomplish some other wrongful or inequitable purpose.

1           b.       SHERIF ANTOON and SALLY ANTOON derive actual and significant monetary  
2 benefits by and through UNITED PROTECTIVE SERVICES, INC., UNIFIED PROTECTIVE  
3 SERVICES, INC., UNIFIED SECURITY SERVICES, INC., UNIFIED SECURITY SERVICES II,  
4 INC., I GUARD SERVICES, INC., TRINITY PROTECTIVE SERVICES, INC.'s unlawful conduct,  
5 and by using UNITED PROTECTIVE SERVICES, INC., UNIFIED PROTECTIVE SERVICES, INC.,  
6 UNIFIED SECURITY SERVICES, INC., UNIFIED SECURITY SERVICES II, INC., I GUARD  
7 SERVICES, INC., TRINITY PROTECTIVE SERVICES, INC. as the funding source for their own  
8 personal expenditures.

9           c.       SHERIF ANTOON, SALLY ANTOON and UNITED PROTECTIVE  
10 SERVICES, INC., UNIFIED PROTECTIVE SERVICES, INC., UNIFIED SECURITY SERVICES,  
11 INC., UNIFIED SECURITY SERVICES II, INC., I GUARD SERVICES, INC., TRINITY  
12 PROTECTIVE SERVICES, INC., while really one and the same, were segregated to appear as though  
13 separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some  
14 other wrongful or inequitable purpose.

15           d.       UNITED PROTECTIVE SERVICES, INC., UNIFIED PROTECTIVE  
16 SERVICES, INC., UNIFIED SECURITY SERVICES, INC., UNIFIED SECURITY SERVICES II,  
17 INC., I GUARD SERVICES, INC., TRINITY PROTECTIVE SERVICES, INC. do not comply with all  
18 requisite corporate formalities to maintain a legal and separate corporate existence.

19           e.       The business affairs of SHERIF ANTOON, SALLY ANTOON and UNITED  
20 PROTECTIVE SERVICES, INC., UNIFIED PROTECTIVE SERVICES, INC., UNIFIED SECURITY  
21 SERVICES, INC., UNIFIED SECURITY SERVICES II, INC., I GUARD SERVICES, INC., TRINITY  
22 PROTECTIVE SERVICES, INC., are, and at all times relevant were, so mixed and intermingled that the  
23 same cannot reasonably be segregated, and the same are in inextricable confusion. UNITED  
24 PROTECTIVE SERVICES, INC., UNIFIED PROTECTIVE SERVICES, INC., UNIFIED SECURITY  
25 SERVICES, INC., UNIFIED SECURITY SERVICES II, INC., I GUARD SERVICES, INC., TRINITY  
26 PROTECTIVE SERVICES, INC. are, and at all times relevant hereto was, used by SHERIF ANTOON  
27 and SALLY ANTOON as a mere shell and conduit for the conduct of certain of UNITED PROTECTIVE  
28 SERVICES, INC., UNIFIED PROTECTIVE SERVICES, INC., UNIFIED SECURITY SERVICES,

1 INC., UNIFIED SECURITY SERVICES II, INC., I GUARD SERVICES, INC., TRINITY  
2 PROTECTIVE SERVICES, INC.'s affairs, and is, and was, the alter ego of SHERIF ANTOON and  
3 SALLY ANTOON. The recognition of the separate existence of SHERIF ANTOON and SALLY  
4 ANTOON would not promote justice, in that it would permit UNITED PROTECTIVE SERVICES, INC.,  
5 UNIFIED PROTECTIVE SERVICES, INC., UNIFIED SECURITY SERVICES, INC., UNIFIED  
6 SECURITY SERVICES II, INC., I GUARD SERVICES, INC., TRINITY PROTECTIVE SERVICES,  
7 INC. to insulate themselves from liability to Plaintiffs for violations of the Government Code, Labor  
8 Code, Business and Professions Code and other statutory violations. The corporate existence UNITED  
9 PROTECTIVE SERVICES, INC., UNIFIED PROTECTIVE SERVICES, INC., UNIFIED SECURITY  
10 SERVICES, INC., UNIFIED SECURITY SERVICES II, INC., I GUARD SERVICES, INC., TRINITY  
11 PROTECTIVE SERVICES, INC. should be disregarded in equity and for the ends of justice because  
12 such disregard is necessary to avoid fraud and injustice to Plaintiffs herein.

13 32. Accordingly, UNITED PROTECTIVE SERVICES, INC., UNIFIED PROTECTIVE  
14 SERVICES, INC., UNIFIED SECURITY SERVICES, INC., UNIFIED SECURITY SERVICES II,  
15 INC., I GUARD SERVICES, INC., TRINITY PROTECTIVE SERVICES, INC. constitutes the alter  
16 ego of SHERIF ANTOON and SALLY ANTOON, and the fiction of their separate corporate existence  
17 must be disregarded.

18 33. As a result of the aforementioned facts, Class Plaintiffs are informed and believe, and  
19 based thereon allege that UNITED PROTECTIVE SERVICES, INC., UNIFIED PROTECTIVE  
20 SERVICES, INC., UNIFIED SECURITY SERVICES, INC., UNIFIED SECURITY SERVICES II,  
21 INC., I GUARD SERVICES, INC., TRINITY PROTECTIVE SERVICES, INC. and SHERIF ANTOON  
22 and SALLY ANTOON are Plaintiffs' joint employers by virtue of a joint enterprise, and that Plaintiffs  
23 were employees of UNITED PROTECTIVE SERVICES, INC., UNIFIED PROTECTIVE SERVICES,  
24 INC., UNIFIED SECURITY SERVICES, INC., UNIFIED SECURITY SERVICES II, INC., I GUARD  
25 SERVICES, INC., TRINITY PROTECTIVE SERVICES, INC. and SHERIF ANTOON and SALLY  
26 ANTOON. Class Plaintiffs performed services for each and every one of Defendants, and to the mutual  
27 benefit of all Defendants, and all Defendants shared control of the responsibility and influence of Class  
28 Plaintiffs as an employee, either directly or indirectly, and the manner in which UNITED PROTECTIVE

1 SERVICES, INC., UNIFIED PROTECTIVE SERVICES, INC., UNIFIED SECURITY SERVICES,  
2 INC., UNIFIED SECURITY SERVICES II, INC., I GUARD SERVICES, INC., TRINITY  
3 PROTECTIVE SERVICES, INC.'s business was and is conducted.

4       34.     Alternatively, Class Plaintiffs are informed and believe and, based thereupon alleges, that  
5 as and between SHERIF ANTOON and SALLY ANTOON, (1) there is an express or implied agreement  
6 of assumption pursuant to which SHERIF ANTOON and SALLY ANTOON agreed to be liable for the  
7 debts of UNITED PROTECTIVE SERVICES, INC., UNIFIED PROTECTIVE SERVICES, INC.,  
8 UNIFIED SECURITY SERVICES, INC., UNIFIED SECURITY SERVICES II, INC., I GUARD  
9 SERVICES, INC., TRINITY PROTECTIVE SERVICES, INC., (2) the transaction between SHERIF  
10 ANTOON and SALLY ANTOON and UNITED PROTECTIVE SERVICES, INC., UNIFIED  
11 PROTECTIVE SERVICES, INC., UNIFIED SECURITY SERVICES, INC., UNIFIED SECURITY  
12 SERVICES II, INC., I GUARD SERVICES, INC., TRINITY PROTECTIVE SERVICES, INC. amounts  
13 to a consolidation or merger of entities, (3) SHERIF ANTOON and SALLY ANTOON are a mere  
14 continuation of UNITED PROTECTIVE SERVICES, INC., UNIFIED PROTECTIVE SERVICES,  
15 INC., UNIFIED SECURITY SERVICES, INC., UNIFIED SECURITY SERVICES II, INC., I GUARD  
16 SERVICES, INC., TRINITY PROTECTIVE SERVICES, INC., or (4) the transfer of assets to UNITED  
17 PROTECTIVE SERVICES, INC., UNIFIED PROTECTIVE SERVICES, INC., UNIFIED SECURITY  
18 SERVICES, INC., UNIFIED SECURITY SERVICES II, INC., I GUARD SERVICES, INC., TRINITY  
19 PROTECTIVE SERVICES, INC. is for the fraudulent purpose of escaping liability SHERIF ANTOON  
20 and SALLY ANTOON's debts. Accordingly, SHERIF ANTOON and SALLY ANTOON are the  
21 successors of UNITED PROTECTIVE SERVICES, INC., UNIFIED PROTECTIVE SERVICES, INC.,  
22 UNIFIED SECURITY SERVICES, INC., UNIFIED SECURITY SERVICES II, INC., I GUARD  
23 SERVICES, INC., TRINITY PROTECTIVE SERVICES, INC., and are liable on that basis.

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**CLASS ACTION ALLEGATIONS**

35. The Class Plaintiffs are entitled to the protections of the California Labor Code and the Wage Order.

36. The Class Plaintiffs were illegally classified as independent contractors instead of employees.

37. The Class Plaintiffs were not paid their hourly wage rate, or even the requisite minimum wage for all hours worked.

38. The Class Plaintiffs regularly worked in excess of 8 hours per day or 40 hours per week. Accordingly, the Class Plaintiffs were entitled to be paid overtime premiums for all hours worked over 8 hours in a single day or over 40 hours in a week.

39. The Class Plaintiffs were not permitted to take duty-free rest periods of at least ten minutes every four hours worked, as required by California law. Class Plaintiffs were also not provided duty-free meal periods of at least thirty minutes every five hours worked.

40. Defendants failed to maintain working conditions that comply with the Wage Order, failed to timely provide them with accurate written wage statements, and failed to timely pay them earned wages during employment.

41. CCP §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 pursuant to CCP §382.

42. The putative classes that Class Plaintiffs will seek to certify are Defendants' similarly situated individuals who are presently employed or were formerly employed as employees paid on an hourly basis (including any of Defendants' job positions with substantially similar titles and/or duties) in California from August 14, 2019 through trial were: (1) misclassified as independent contractors; (2) were not paid their hourly wage rate, or even the requisite minimum wage for all hours worked, (3) were not paid overtime compensation for all overtime hours worked, (4) were not provided legally compliant meal periods, (5) were not provided legally compliant rest periods, (6) were not provided accurate wage statements, (7) were not paid all earned wages timely upon termination of their employment.

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

4           44. Numerosity (CCP §382):

- 5           a. The potential quantity of members of the Classes as defined is so numerous that  
6 joinder of all members is unfeasible and impractical;  
7           b. The disposition of the claims of the members of the Classes through this class action  
8 will benefit both the parties and this Court;  
9           c. The quantity of members of the Classes is unknown to Class Plaintiffs at this time;  
10 however, it is estimated that the membership of the Classes numbers greater than 100  
11 individuals; and  
12           d. The quantity and identity of such membership is readily ascertainable via inspection  
13 of Defendants' records.

14           45. Superiority (CCP §382): The nature of this action and the nature of the laws available to  
15 Class Plaintiffs make the use of the class action format particularly efficient and the appropriate  
16 procedure to afford relief to Class Plaintiffs for the wrongs alleged herein, as follows:

- 17           a. California has a public policy which encourages the use of the class action device;  
18           b. By establishing a technique whereby the claims of many individuals can be resolved  
19 at the same time, the class suit both eliminates the possibility of repetitious litigation  
20 and provides small claimants with a method of obtaining redress for claims which  
21 would otherwise be too small to warrant individual litigation;  
22           c. This case involves large corporate Defendants and a large number of individual Class  
23 members with many relatively small claims and common issues of law and fact;  
24           d. If each individual member of the Classes were required to file an individual lawsuit,  
25 the large corporate Defendants would necessarily gain an unconscionable advantage  
26 because Defendants would be able to exploit and overwhelm the limited resources of  
27 each individual member of the Classes with Defendants' vastly superior financial and  
28 legal resources;

- 1 e. Requiring each individual member of the Classes to pursue an individual remedy  
2 would also discourage the assertion of lawful claims by the members of the Classes  
3 who would be disinclined to pursue an action against Defendants because of an  
4 appreciable and justifiable fear of retaliation and permanent damage to their lives,  
5 careers, and well-being;
- 6 f. Proof of a common business practice or factual pattern, of which the members of the  
7 Classes experienced, is representative of the Classes herein and will establish the right  
8 of each of the members of the Classes to recover on the causes of action alleged herein;
- 9 g. Absent class treatment, the prosecution of separate actions by the individual members  
10 of the Classes, even if possible, would likely create:
- 11 i) a substantial risk of each individual Plaintiff presenting in separate,  
12 duplicative proceedings the same or essentially similar arguments and  
13 evidence, including expert testimony;
  - 14 ii) a multiplicity of trials conducted at enormous expense to both the judicial  
15 system and the litigants;
  - 16 iii) inconsistent or varying verdicts or adjudications with respect to the  
17 individual members of the Classes against Defendants;
  - 18 iv) potentially incompatible standards of conduct for Defendants; and
  - 19 v) potentially incompatible legal determinations with respect to individual  
20 members of the Classes which would, as a practical matter, be dispositive  
21 of the interest of the other members of the Classes who are not parties to  
22 the adjudications or which would substantially impair or impede the ability  
23 of the members of the Classes to protect their interests.
- 24 h. The claims of the individual members of the Classes are not sufficiently large to  
25 warrant vigorous individual prosecution considering all of the concomitant costs and  
26 expenses attendant thereto;
- 27 i. Courts seeking to preserve efficiency and other benefits of class actions routinely  
28 fashion methods to manage any individual questions; and

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

4 46. Well-defined Community of Interest: Plaintiffs also meet the established standards for  
5 class certification (see, e.g. *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096), as follows:

- 6 a. Typicality: The claims of Plaintiff MERINO are typical of the claims of all members  
7 of the Classes he seeks to represent because he has been subject to all the violations  
8 described herein, as have all members of the Classes sustained injuries and damages  
9 arising out of Defendants' common course of conduct in violation of law and the  
10 injuries and damages of all members of the Classes were caused by Defendants'  
11 wrongful conduct in violation of law, as alleged herein.

- 12 b. Adequacy: Plaintiff MERINO:

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

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

- 21 i) Whether Defendants misclassified Class Plaintiffs as independent  
22 contractors in violation of the Labor Code;  
23 ii) Whether Defendants failed to pay Class Plaintiffs their hourly wage rate,  
24 or even the requisite minimum wage for all hours worked;  
25 iii) Whether Defendants failed to pay Class Plaintiffs overtime compensation  
26 for all hours over eight (8) in a day, or forty (40) in week;

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- 1                   iv)     Whether Defendants failed and continue to fail to authorize and permit  
2                                 legally-requisite rest breaks to Class Plaintiffs in violation of the Labor  
3                                 code and Section 1 of the IWC Wage Orders;  
4                   v)     Whether Defendants failed and continue to fail to authorize and permit  
5                                 legally-requisite meal periods to Class Plaintiffs in violation of the Labor  
6                                 Code and Section 1 of the IWC Wage Orders;  
7                   vi)    Whether Defendants failed to timely furnish accurate, itemized and legal  
8                                 wage statements to Class Plaintiffs;  
9                   vii)   Whether Defendants' conduct constitutes unfair, illegal, or fraudulent  
10                                competition within the meaning of B&PC §17200, et seq.;  
11                   viii)  Whether Defendants' conduct constitutes unfair, illegal, or fraudulent  
12                                business practices within the meaning of B&PC § 17200, et seq.;  
13                   ix)    Whether the members of the Classes are entitled to compensatory damages,  
14                                and if so, the means of measuring such damages;  
15                   x)     Whether the members of the Classes are entitled to injunctive relief;  
16                   xi)    Whether the members of the Classes are entitled to restitution; and  
17                   xii)   Whether Defendants are liable for attorneys' fees and costs.

18           47.     Whether each member of the Classes might be required to ultimately justify an individual  
19                   claim does not preclude maintenance of a class action (see, e.g. *Collins v. Rocha* (1972) 7 Ca1.3d 232,  
20                   238).

21  
22                                 **FIRST CAUSE OF ACTION**  
23                   **FOR MISCLASSIFICATION AS "INDEPENDENT CONTRACTORS"**  
24                                 **(ON BEHALF OF THE CLASS PLAINTIFFS)**  
25                                 **AGAINST ALL DEFENDANTS**

26           48.     Class Plaintiffs re-allege and incorporates by reference each of the foregoing paragraphs  
27                   as though set forth in full herein.

28           ///

1           49. Pursuant to Labor Code §226.8(a)(1), it is unlawful for any person or employer to engage  
2 in willful misclassification of an individual as an independent contractor. Pursuant to Labor code  
3 §226.8(b), if a court issues a determination that a person or employer has violated subdivision (a), the  
4 person or employer shall be subject to a civil penalty of not less than five thousand dollars (\$5,000.00)  
5 and not more than fifteen thousand dollars (\$15,000.00) for each violation, in addition to any other  
6 penalties or fines permitted by law. Pursuant to Labor code §226.8(c), if a court issues a determination  
7 that a person or employer has violated subdivision (a) and the person or employer has engaged in or is  
8 engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil  
9 penalty of not less than ten thousand dollars (\$10,000.00) and not more than twenty-five thousand dollars  
10 (\$25,000.00) for each violation, in addition to any other penalties or fines permitted by law.

11           50. During the period of Class Plaintiffs employment with Defendants, Class Plaintiffs were  
12 employees of Defendants as defined by California Labor Code §350(b). However, Defendants  
13 purposefully misclassified Class Plaintiffs as “Independent Contractors” because, by so doing,  
14 Defendants lowered their cost of doing business by means of, but not limited to, the following:

15           51. Defendants did not report or pay the employer’s share of federal or state payroll taxes with  
16 respect to any of the funds paid to Class Plaintiffs, as required by required by federal and state law;

17           52. Defendants did not provide or pay for Workers Compensation insurance for Class  
18 Plaintiffs;

19           53. Defendants did not provide or pay for State Disability insurance for Class Plaintiffs; and

20           54. Defendants did not provide or pay for benefits to Class Plaintiffs that other of Defendants’  
21 employees received.

22           55. As a direct and proximate result of the aforementioned violations of California law  
23 committed by Defendants, Class Plaintiffs have suffered, and continue to suffer, substantial losses related  
24 to the loss of the employer’s share of payroll taxes, the use and enjoyment of such employee benefits,  
25 and expenses and attorneys’ fees in seeking to compel Defendants to fully perform their obligation under  
26 state law, all to their damage in amounts according to proof at time of trial, but in amounts in excess of  
27 the minimum jurisdiction of this Court. Class Plaintiffs are thus entitled to recover nominal, actual and  
28

1 compensatory damages in amounts according to proof at time of trial, but in amounts in excess of the  
2 minimum jurisdiction of this Court.

3 56. Defendants' failure to classify Class Plaintiffs as employees, in violation of California  
4 law, was knowing and intentional. Defendants have refused to classify Class Plaintiffs as employees for  
5 false and fraudulent reasons. The decision to misclassify Class Plaintiffs as "independent contractors"  
6 was made, maintained, and enforced by Defendants, by and through their offices, directors and/or  
7 managing agents, and was done willfully, maliciously, oppressively, and fraudulently, with the wrongful  
8 and deliberate intention of injuring Class Plaintiffs, and with a conscious disregard for Class Plaintiffs  
9 rights and defendants' obligations under California laws, all of which has deprived Class Plaintiffs of  
10 Class Plaintiffs property and legal rights. Therefore, in addition to all other types of relief requested  
11 herein, Class Plaintiffs are entitled to recover punitive and exemplary damages in amounts according to  
12 proof at time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

13 57. Pursuant to Labor Code §226.8(b)-(c), Class Plaintiffs seek a determination that  
14 Defendants have violated subdivision (a) and have engaged in or are engaging in a pattern or practice of  
15 these violations, and seeks penalties of \$25,000.00 for each violation, in addition to any other penalties  
16 or fines permitted by law.

17  
18 **SECOND CAUSE OF ACTION**  
19 **FOR FAILURE TO PAY WAGES DUE**  
20 **LABOR CODE §§201, 226.7, 512, 1194**  
21 **(ON BEHALF OF THE CLASS PLAINTIFFS)**  
22 **AGAINST ALL DEFENDANTS**

23 58. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set  
24 forth in full herein.

25 59. At all relevant times, Defendants failed and refused to pay Class Plaintiffs wages earned  
26 and required by 8 Code of Regulations §11050, as set forth hereinabove. As alleged herein, Defendants  
27 routinely failed to pay Plaintiffs their regular hourly wage rate or even the minimum wage for all hours  
28 worked, and failed to pay them overtime compensation.

1           60.     As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor Code  
2 §510, 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

3           61.     Class Plaintiffs have been deprived of their rightfully earned compensation as a direct and  
4 proximate result of Defendants' failure and refusal to pay said compensation. Class Plaintiffs are entitled  
5 to recover such amounts, plus interest thereon, attorneys' fees and costs.

6  
7                                   **THIRD CAUSE OF ACTION**  
8                                   **FOR FAILURE TO PAY MINIMUM WAGES**  
9                                   **LABOR CODE §§1182.12, 1194, 1194.2, 1197**  
10                                  **(ON BEHALF OF THE CLASS PLAINTIFFS)**  
11                                  **AGAINST ALL DEFENDANTS**

12           62.     Class Plaintiffs re-allege and incorporates by reference each of the foregoing paragraphs  
13 as though set forth in full herein.

14           63.     Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is  
15 unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid  
16 hours exceeded the minimum wage. Under California law, Class Plaintiffs are entitled to at least the  
17 minimum wage for every hour worked.

18           64.     The historical minimum wage requirements in California are as follows:

19                                   Schedule for California Minimum Wage rate 2017-2023.

| Date            | Minimum Wage for Employers<br>with 25 Employees or Less | Minimum Wage for Employers<br>with 26 Employees or More |
|-----------------|---------------------------------------------------------|---------------------------------------------------------|
| January 1, 2017 | \$10.00/hour                                            | \$10.50/hour                                            |
| January 1, 2018 | \$10.50/hour                                            | \$11.00/hour                                            |
| January 1, 2019 | \$11.00/hour                                            | \$12.00/hour                                            |
| January 1, 2020 | \$12.00/hour                                            | \$13.00/hour                                            |
| January 1, 2021 | \$13.00/hour                                            | \$14.00/hour                                            |
| January 1, 2022 | \$14.00/hour                                            | \$15.00/hour                                            |
| January 1, 2023 | \$15.00/hour                                            |                                                         |

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1           65.     In the four years immediately preceding the filing of this complaint, Defendants failed and  
2 refused to pay Class Plaintiffs the legal minimum wage in the State of California, as set forth in Labor  
3 Code §1182.12.

4           66.     Defendants' failure to pay the legal minimum wage to Class Plaintiff as alleged herein is  
5 unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Class Plaintiffs in a civil  
6 action for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference  
7 between the straight time compensation paid and applicable minimum wage, including interest thereon.

8           67.     Pursuant to Labor Code §1194, Class Plaintiffs request that the court award reasonable  
9 attorneys' fees and costs incurred by Class Plaintiffs in this action.

10          68.     In addition, pursuant to Labor Code §1194.2, Class Plaintiffs are entitled to recover  
11 liquidated damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged,  
12 plus interest thereon.

13  
14                               **FOURTH CAUSE OF ACTION**  
15                               **FOR FAILURE TO PAY OVERTIME COMPENSATION**  
16                               **LABOR CODE §§510, 1194**  
17                               **(ON BEHALF OF THE CLASS PLAINTIFFS)**  
18                               **AGAINST ALL DEFENDANTS**

19          69.     Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set  
20 forth in full herein.

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

28     ///

1           71.     As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor Code  
2 §510, 8 Code of Regulations §11010, and Industrial Welfare Commission Order No. 5-2001.

3           72.     At all relevant times, Class Plaintiffs were required to work more than eight hours per day  
4 and/or more than 40 hours per workweek.

5           73.     At all relevant times, Defendants failed and refused to pay Class Plaintiffs all the overtime  
6 compensation required by Labor Code §510, 8 Code of Regulations §11050, and Industrial Welfare  
7 Commission Order No. 5-2001.

8           74.     From August 14, 2019 through trial, Class Plaintiffs worked overtime hours each week,  
9 all of which should have been paid at 1.5 times their regular hourly wage rate at that time. Defendants  
10 failed to pay Class Plaintiffs the requisite overtime wages in the four years immediately preceding the  
11 filing of this complaint.

12          75.     Class Plaintiffs have been deprived of their rightfully earned compensation as a direct and  
13 proximate result of Defendants' failure and refusal to pay said compensation. Class Plaintiffs are entitled  
14 to recover such amounts, plus interest thereon, attorneys' fees and costs.

15  
16                                   **FIFTH CAUSE OF ACTION**  
17                   **FOR FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**  
18                                   **LABOR CODE §§226.7, 516**  
19                   **(ON BEHALF OF THE CLASS PLAINTIFFS)**  
20                                   **AGAINST ALL DEFENDANTS**

21          76.     Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set  
22 forth in full herein.

23          77.     Labor Code §226.7 requires an employer to provide every employee with an uninterrupted  
24 rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion  
25 thereof, and further prohibits an employer from requiring "an employee to work during a meal or rest or  
26 recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order  
27 of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the  
28 Division of Occupational Safety and Health."

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

4           79.     Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize and  
5 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work  
6 period. The authorized rest period time shall be based on the total hours worked daily at a rate of ten (10)  
7 minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be  
8 authorized for employees whose total daily work time is less than three and one-half (3½) hours.  
9 Authorized rest period time shall be counted as hours worked for which there shall be no deduction from  
10 wages.”

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

15           81.     The Class Plaintiffs sometimes worked over 4 hours per shift.

16           82.     The Class Plaintiffs were entitled to a rest period of not less than 10 minutes prior to  
17 exceeding 4 hours of employment.

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

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

27           85.     Pursuant to Labor Code §218.6 and Civil Code § 3287, the Class Plaintiffs seek recovery  
28 for prejudgment interest on all amounts recovered herein.

**SIXTH CAUSE OF ACTION**  
**FOR FAILURE TO AUTHORIZE AND PERMIT MEAL BREAKS**  
**LABOR CODE §§226.7, 512**  
**(ON BEHALF OF THE CLASS PLAINTIFFS)**  
**AGAINST ALL DEFENDANTS**

86. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth in full herein.

87. Labor Code §512 requires employers to provide every employee with an uninterrupted meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

88. Class Plaintiffs regularly worked in excess of five hours per day and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

89. Defendants failed and refused to provide the Class Plaintiffs with uninterrupted meal and rest periods, and failed to compensate Class Plaintiffs, and other similarly situated employees, for missed meal and rest periods, as required by Labor Code §§226.7 and the applicable sections of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 5-2001, as follows.

90. Class Plaintiffs have been deprived of wages for missed meal breaks due in amounts to be determined at trial.

91. As alleged herein, Class Plaintiffs are not exempt from the meal break requirements of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 5-2001. Consequently, Class Plaintiffs are owed one hour of pay at his or her then regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that he or he was denied such meal periods.

92. Class Plaintiffs have been deprived of his or her rightfully earned compensation for missed meal breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

93. Thus, for the entirety of the time periods set forth above, Class Plaintiffs are entitled to recover such amounts to be determined at trial pursuant to Labor Code §226.7(b), plus interest thereon and costs of suit.

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**SEVENTH CAUSE OF ACTION**  
**FOR FAILURE TO TIMELY FURNISH ACURATE ITEMIZED WAGE STATEMENTS**  
**LABOR CODE §§226**  
**(ON BEHALF OF THE CLASS PLAINTIFFS)**  
**AGAINST ALL DEFENDANTS**

94. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth in full herein.

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

96. Further, the IWC Wage Orders §12(A) states in pertinent part: “(A) Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded ... (5) Total hours worked in the payroll period and applicable rates of pay ....”

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

98. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders §12(A), Defendants did not and still do not furnish each of the Class Plaintiffs with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all

1 deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during each respective  
2 pay period and the corresponding number of hours worked at each hourly rate by each respective  
3 individual and/or pertaining to the total hours worked for Defendants by the Class Plaintiffs, including  
4 but not limited to, beginning and ending of each work period, meal period and split shift interval, the  
5 total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

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

10 100. Here, the Class Plaintiffs suffered injury because Defendants failed to provide accurate  
11 and complete information as required by one or more items listed in Labor Code §226(a)(1)-(9) and the  
12 Class Plaintiffs could not and cannot promptly and easily ascertain requisite information without  
13 reference to other documents or information.

14 101. In addition, the Class Plaintiffs have suffered injury as a result of Defendants' failure to  
15 maintain accurate records for the Class Plaintiffs in that the Class Plaintiffs were not timely provided  
16 written accurate itemized statements showing all requisite information, including but not limited to total  
17 hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay  
18 period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code  
19 §226 and the IWC Wage Orders §12(A), such that the Class Plaintiffs were misled by Defendants as to  
20 the correct information regarding various items, including but not limited to total hours worked by the  
21 employee, net wages earned and all applicable hourly rates in effect during the pay period and the  
22 corresponding number of hours worked at each hourly rate.

23 102. The actual injuries suffered by the Class Plaintiffs as a result of Defendants' knowing and  
24 intentional failure to maintain accurate records for the Class Plaintiffs include but are not limited to:

- 25 a. Confusion over whether they received all wages owed them by Defendants;
- 26 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 27 c. Being forced to engage in mathematical computations to analyze whether Defendants'
- 28 wages in fact compensated for all hours worked;

- 1 d. The inability to accurately calculate wage rates complicated by the fact that wage  
2 statement information required by Labor Code §226 is missing;  
3 e. That such practice prevents the Class Plaintiffs from being able to effectively  
4 challenge information on their wage statements; and/or  
5 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery  
6 required to collect and analyze the very information that California law requires.

7 103. Pursuant to Labor Code §226(e), the Class Plaintiffs are entitled to actual damages or four  
8 thousand dollars (\$4,000.00), whichever is greater.

9 104. Pursuant to Labor Code §226(g), the currently-employed members of the Class Plaintiffs  
10 are entitled to injunctive relief to ensure Defendants' compliance with Labor Code §226.

11 105. Pursuant to Labor Code §226(e) and/or §226(g), the Class Plaintiffs are also entitled to an  
12 award of costs and reasonable attorneys' fees.

13  
14 **EIGHTH CAUSE OF ACTION**  
15 **FOR WAITING TIME PENALTIES**  
16 **LABOR CODE §203**

17 **(ON BEHALF OF THE TERMINATED EMPLOYEE SUBCLASS)**

18 **AGAINST ALL DEFENDANTS**

19 106. The former employees of defendants constitute a Subclass entitled Terminated Employee  
20 SubClass who re-allege and incorporate by reference the above paragraphs as though set forth in full  
21 herein.

22 107. Labor Code §203 provides that if an employer willfully fails to pay, without abatement or  
23 reduction, in accordance with Labor Code §§201 and 202, any wages of an employee who is discharged  
24 or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30) days from  
25 the due date thereof, until paid or until an action therefore is commenced.

26 108. The members of the Terminated Employee SubClass are no longer employed by  
27 Defendants as they were either discharged from or quit Defendants' employ.

28 ///

1           109. Defendants had a consistent and uniform policy, practice and procedure of willfully failing  
2 to pay the earned wages of Defendants' former employees, as set forth above, according to amendment  
3 or proof.

4           110. As set forth above, Defendants willfully failed to pay the members of the Terminated  
5 Employee SubClass their entire wages due and owing at the time of their termination or within seventy-  
6 two (72) hours of their resignation, and failed to pay those sums for up to thirty (30) days thereafter.

7           111. Defendants' willful failure to pay wages to the members of the Terminated Employee  
8 SubClass violates Labor Code §203 because Defendants knew or should have known wages were due to  
9 the members of the Terminated Employee SubClass, as set forth above, but Defendants failed to pay  
10 them.

11           112. Thus, the members of the Terminated Employee SubClass are entitled to recovery  
12 pursuant to Labor Code §203, as well as attorneys' fees and costs.

13  
14                                   **NINTH CAUSE OF ACTION**  
15                                   **FOR UNFAIR COMPETITION**  
16                                   **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**  
17                                   **(ON BEHALF OF THE CLASS PLAINTIFFS)**  
18                                   **AGAINST ALL DEFENDANTS**

19           113. Class Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as  
20 though set forth in full herein.

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

23           115. B&PC §17205 provides that unless otherwise expressly provided, the remedies or  
24 penalties provided for unfair competition "are cumulative to each other and to the remedies or penalties  
25 available under all other laws of this state."

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

1           117. Defendants' have engaged in unlawful, unfair and fraudulent business acts or practices  
2 prohibited by B&PC §17200, including those set forth in the preceding and foregoing paragraphs of the  
3 complaint, thereby depriving Class Plaintiffs of the minimum working standards and conditions due to  
4 them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

5           118. Defendants have engaged in unfair business practices in California by practicing,  
6 employing, and utilizing the employment practices outlined in the preceding paragraphs, specifically, by  
7 requiring employees to perform the labor services complained of herein without the requisite  
8 compensation.

9           119. Defendants' use of such practices constitutes an unfair business practice, unfair  
10 competition and provides an unfair advantage over Defendants' competitors.

11           120. Class Plaintiffs have suffered injury in fact and have lost money or property as a result of  
12 such unfair competition.

13           121. Class Plaintiffs seek full restitution from Defendants, as necessary and according to proof,  
14 to restore any and all monies withheld, acquired and/or converted by Defendants by means of the unfair  
15 practices complained of herein.

16           122. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will  
17 continue to practice, employ and utilize the employment practices outlined in the preceding paragraphs.

18           123. Therefore, Class Plaintiffs request that the Court issue a preliminary and permanent  
19 injunction prohibiting Defendants from engaging in the foregoing conduct.

20           124. Class Plaintiffs seek the appointment of a receiver, as necessary, to establish the total  
21 monetary relief sought from Defendants.

22 ///

23 ///

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25 ///

26 ///

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28 ///

**TENTH CAUSE OF ACTION**  
**FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT**  
**LABOR CODE §2699**  
**(ON BEHALF OF THE CLASS PLAINTIFFS)**  
**AGAINST ALL DEFENDANTS**

125. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth in full herein.

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

127. Class Plaintiffs were aggrieved employees within the meaning of Labor Code §2699(a) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against them, as previously pleaded in this Complaint.

128. On January 24, 2023, more than 65 calendar days before filing this Complaint, Class Plaintiffs provided written notice by online filing to the Labor and Workforce Development Agency and to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 201, 202, 203, 226, 226.7, 226.8, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

129. Under Labor Code §2699.3(c)(2)(A), Defendants may cure alleged violations within 33 calendar days of the postmarked date of the written notice sent by Class Plaintiffs. As of the filing of this Complaint, Defendants have not cured such violations within the specified time period. Consequently, Class Plaintiffs may now commence a civil action, pursuant to Labor Code §2699.3

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

131. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiffs are entitled to civil penalties of \$100 for each aggrieved employee per

1 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each  
2 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly  
3 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly  
4 provide for a penalty, §§201, 226, 226.3, 246.5, and 558.

5 132. Plaintiffs, as a personal representative of the general public, will and does seek to recover  
6 any and all penalties for each and every violation shown to exist or to have occurred during the one year  
7 period before Plaintiffs filed Notice with the LWDA of her intent to bring this action, in an amount  
8 according to proof, as to those penalties that are otherwise only available to public agency enforcement  
9 actions. Funds recovered will be distributed in accordance with the PAGA, with at least 75% of the  
10 penalties recovered being reimbursed to the State of California and the Labor and Workforce  
11 Development Agency. Plaintiffs are also entitled to reasonable attorney's fees and costs, and 25% of the  
12 recovered civil penalties, pursuant to Labor Code §§2699(g)(1)-(i). This claim under Labor Code §2699  
13 and §2699.3 et seq., does not require class certification as it is brought pursuant to the Private Attorneys  
14 General Act.

15  
16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, Plaintiffs pray:

18 1. That the Court issue an Order certifying the Classes herein, appointing the named Plaintiff  
19 MERINO as representative of all others similarly situated, and appointing the law firm(s) representing  
20 the named Plaintiff MERINO as counsel for the Class Plaintiffs;

21 As to the First Cause of Action for Misclassification of Employee as "Independent Contractor":

- 22 a. For penalties pursuant to Labor Code §226.8(b)-(c), in the amount of no less than \$25,000;  
23 b. For nominal, actual and compensatory damages in amounts according to proof at time of trial;  
24 c. For punitive and exemplary damages in amounts according to proof at time of trial;

25  
26 As to the Second Cause of Action for Failure to Pay Wages:

- 27 a. For recovery of the unpaid balance of the full amount of wages due and owing, according to  
28 proof;

- 1 b. For prejudgment interest as allowed by Labor Code §§201, 226.7, 512, 558, 1182.12, 1194,  
2 1194.2;  
3 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or  
4 Labor Code §1194(a);  
5

6 As to the Third Cause of Action for Failure to Pay Minimum Wages:

- 7 a. For recovery of the unpaid balance of the full amount of the unpaid wages, including interest  
8 thereon;  
9 b. For an award of reasonable attorney's fees and costs pursuant to Labor Code §1194;  
10 c. For liquidated damages in an amount equal to the minimum wages unlawfully unpaid, plus  
11 interest thereon pursuant to Labor Code §1194.2.  
12

13 As to the Fourth Cause of Action for Failure to Pay Overtime Compensation:

- 14 a. For recovery of the unpaid balance of the full amount of overtime wages due and owing,  
15 according to proof;  
16 b. For prejudgment interest as allowed by Labor Code § 510;  
17 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or  
18 Labor Code §1194(a);  
19

20 As to the Fifth Cause of Action for Failure to Authorize and Permit Rest Periods:

- 21 a. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid  
22 Rest Period Class for each workday that a paid rest period was not provided  
23 b. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;  
24

25 As to the Sixth Cause of Action for Failure to Authorize and Permit Meal Periods:

- 26 a. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid  
27 Meal Period Class for each workday that a meal period was not provided;  
28 b. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287

1 As to the Seventh Cause of Action for Failure to Timely Furnish Accurate Itemized Wage

2 Statements:

- 3 a. For damages according to proof;
- 4 b. For recovery as authorized by Labor Code §226(e) and 226.3;
- 5 c. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or
- 6 §226(g);
- 7

8 As to the Eighth Cause of Action for Derivative Violations of Labor Code §203:

- 9 a. For recovery as authorized by Labor Code §203;
- 10 b. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §203 and/or
- 11 Labor Code §1194(a);
- 12

13 As to the Ninth Cause of Action for Unfair Business Practices:

- 14 a. For an accounting, under the administration of Plaintiffs and/or the receiver and subject to
- 15 Court review, to determine the amount to be returned by Defendants, and the amounts to be
- 16 refunded to members of the Classes who are owed monies by Defendants;
- 17 b. For an Order requiring Defendants to identify each of the members of the Classes by name,
- 18 home address, home telephone number and, if available, email address;
- 19 c. For an Order requiring Defendants to make full restitution and payment pursuant to California
- 20 law;
- 21 d. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from
- 22 engaging in the acts complained of herein;
- 23 e. For all other appropriate injunctive, declaratory and equitable relief;
- 24 f. For interest to the extent permitted by law;
- 25 g. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution
- 26 of this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor Code §1194 and/or any
- 27 other applicable provision of law;
- 28

///

1 As to the Tenth Cause of Action for Derivative Violations of Labor Code §2699:

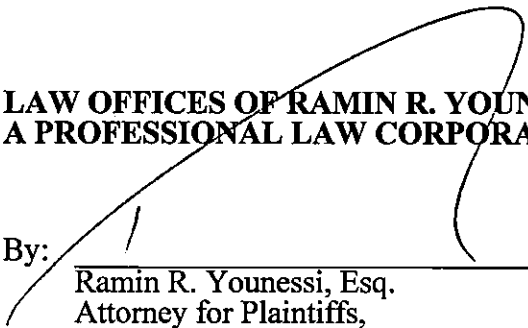
- 2 a. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely independent  
3 and apart from other penalties in the Labor Code and for Labor Code violations without a  
4 specific penalty, in the amount of \$100 for each aggrieved employee per pay period for each  
5 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;  
6 b. For civil penalties pursuant to Labor Code §558, in addition to and entirely independent and  
7 apart from other penalties in the Labor code, as follows: (i) For any violation, fifty dollars  
8 (\$50) for each aggrieved underpaid employee for each pay period for the employee was  
9 underpaid, and an additional penalty amount sufficient to recover underpaid wages; (ii) For  
10 each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid employee  
11 for each pay period for which the employee was underpaid, and an additional penalty amount  
12 sufficient to recover the underpaid wages; and (iii) for these amounts to be paid to the  
13 aggrieved employees;  
14 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §2699(g)(1) and  
15 any other applicable statute;

16  
17 As to All Causes of Action:

- 18 a. For such relief as this Court may deem just and proper, including reasonable attorneys' fees  
19 and costs incurred.

20  
21 DATED: August 15, 2023

**LAW OFFICES OF RAMIN R. YOUNESSI  
A PROFESSIONAL LAW CORPORATION**

22  
23 By: 

24 Ramin R. Younessi, Esq.  
25 Attorney for Plaintiffs,  
26 CIPRIANO MERINO SALAS, on behalf of all  
27 others similarly situated, and also on behalf of  
28 all aggrieved employees

**JURY TRIAL DEMANDED**

Plaintiffs demand trial of all issues by jury.

DATED: August 15, 2023

**LAW OFFICES OF RAMIN R. YOUNESSI  
A PROFESSIONAL LAW CORPORATION**

By: \_\_\_\_\_

Ramin R. Younessi, Esq.  
Attorney for Plaintiffs,  
CIPRIANO MERINO SALAS, on behalf of all  
others similarly situated, and also on behalf of  
all aggrieved employees

|                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                     |                                                                                                                                                                                                                                                                                 |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                    |                                                                                     |                  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):<br><b>Ramin R. Younessi, Esq. (175020) - Law Offices of Ramin R. Younessi, A.P.L.C.</b><br><b>3435 Wilshire Boulevard, Suite 2200, Los Angeles, CA 90010</b>                                                                                                                                                                                                  |                                                                                     | <b>FOR COURT USE ONLY</b><br><br><b>Electronically FILED by</b><br><b>Superior Court of California,</b><br><b>County of Los Angeles</b><br><b>8/15/2023 1:57 PM</b><br><b>David W. Slayton,</b><br><b>Executive Officer/Clerk of Court,</b><br><b>By J. Nunez, Deputy Clerk</b> |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                    |                                                                                     |                  |  |
| TELEPHONE NO.: (213) 480-6200      FAX NO. (Optional): (213) 480-6201<br>E-MAIL ADDRESS: <a href="mailto:ryounessi@younessilaw.com">ryounessi@younessilaw.com</a><br>ATTORNEY FOR (Name): Plaintiff, Cipriano Merino Salas                                                                                                                                                                                                              |                                                                                     |                                                                                                                                                                                                                                                                                 |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                    |                                                                                     |                  |  |
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b><br>STREET ADDRESS: 111. N. Hill Street<br>MAILING ADDRESS: same as above<br>CITY AND ZIP CODE: Los Angeles 90012<br>BRANCH NAME: Central District                                                                                                                                                                                                                            |                                                                                     |                                                                                                                                                                                                                                                                                 |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                    |                                                                                     |                  |  |
| CASE NAME:<br>Cipriano Merino Salas vs. Sherif Antoon, et al.                                                                                                                                                                                                                                                                                                                                                                           |                                                                                     |                                                                                                                                                                                                                                                                                 |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                    |                                                                                     |                  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> <b>CIVIL CASE COVER SHEET</b><br/> <input checked="" type="checkbox"/> <b>Unlimited</b><br/>           (Amount demanded exceeds \$25,000)         </td> <td style="width: 50%; padding: 5px;"> <input type="checkbox"/> <b>Limited</b><br/>           (Amount demanded is \$25,000 or less)         </td> </tr> </table> |                                                                                     | <b>CIVIL CASE COVER SHEET</b><br><input checked="" type="checkbox"/> <b>Unlimited</b><br>(Amount demanded exceeds \$25,000)                                                                                                                                                     | <input type="checkbox"/> <b>Limited</b><br>(Amount demanded is \$25,000 or less) | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> <b>Complex Case Designation</b><br/> <input type="checkbox"/> Counter      <input type="checkbox"/> Joinder<br/>           Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)         </td> <td style="width: 50%; padding: 5px;">           CASE NUMBER:<br/> <div style="font-size: 1.2em; font-weight: bold;">238TCV19452</div> </td> </tr> <tr> <td colspan="2" style="padding: 5px;">           JUDGE:<br/>           DEPT.:         </td> </tr> </table> | <b>Complex Case Designation</b><br><input type="checkbox"/> Counter <input type="checkbox"/> Joinder<br>Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) | CASE NUMBER:<br><div style="font-size: 1.2em; font-weight: bold;">238TCV19452</div> | JUDGE:<br>DEPT.: |  |
| <b>CIVIL CASE COVER SHEET</b><br><input checked="" type="checkbox"/> <b>Unlimited</b><br>(Amount demanded exceeds \$25,000)                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> <b>Limited</b><br>(Amount demanded is \$25,000 or less)    |                                                                                                                                                                                                                                                                                 |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                    |                                                                                     |                  |  |
| <b>Complex Case Designation</b><br><input type="checkbox"/> Counter <input type="checkbox"/> Joinder<br>Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)                                                                                                                                                                                                                                                      | CASE NUMBER:<br><div style="font-size: 1.2em; font-weight: bold;">238TCV19452</div> |                                                                                                                                                                                                                                                                                 |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                    |                                                                                     |                  |  |
| JUDGE:<br>DEPT.:                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                     |                                                                                                                                                                                                                                                                                 |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                    |                                                                                     |                  |  |

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Check <b>one</b> box below for the case type that best describes this case:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)<br><b>Non-PI/PD/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input checked="" type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation</b><br>(Cal. Rules of Court, rules 3.400–3.403)<br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |                                                                                                                                           |                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Large number of separately represented parties                                                                | d. <input type="checkbox"/> Large number of witnesses                                                                                                      |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence                                                                    | f. <input type="checkbox"/> Substantial postjudgment judicial supervision                                                                                  |
3. Remedies sought (check all that apply): a. ☒ monetary    b. ☒ nonmonetary; declaratory or injunctive relief    c. ☒ punitive
4. Number of causes of action (specify): Ten (10)
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: August 15, 2023

Ramin R. Younessi, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

### NOTICE

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

Page 1 of 2

# INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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

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

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

## CASE TYPES AND EXAMPLES

### Auto Tort

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

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

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

### Non-PI/PD/WD (Other) Tort

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

### Employment

Wrongful Termination (36)  
Other Employment (15)

### Contract

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

### Real Property

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

### Unlawful Detainer

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

### Judicial Review

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

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

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

### Enforcement of Judgment

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

### Miscellaneous Civil Complaint

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

### Miscellaneous Civil Petition

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

|                                                                |                                   |
|----------------------------------------------------------------|-----------------------------------|
| SHORT TITLE<br>Cipriano Merino Salas vs. Sherif Antoon, et al. | CASE NUMBER<br><b>23STCV19452</b> |
|----------------------------------------------------------------|-----------------------------------|

**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.

| <b>Applicable Reasons for Choosing Courthouse Location (Column C)</b>            |                                                                                                            |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| 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. Location where bodily injury, death or damage occurred.                       | 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). |
| 6. Location of property or permanently garaged vehicle.                          |                                                                                                            |

|                                                               | <b>A</b><br>Civil Case Cover Sheet Case Type                | <b>B</b><br>Type of Action<br>(check only one)                                                                                   | <b>C</b><br>Applicable Reasons (see Step 3 above) |
|---------------------------------------------------------------|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| <b>Auto Tort</b>                                              | Auto (22)                                                   | <input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death                                     | 1, 4                                              |
|                                                               | Uninsured Motorist (46)                                     | <input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death                                | 1, 4                                              |
| <b>Other Personal Injury/ Property Damage/ Wrongful Death</b> | Other Personal Injury/ Property Damage/ Wrongful Death (23) | <input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)   | 1, 4                                              |
|                                                               |                                                             | <input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.) | 1, 4                                              |
|                                                               |                                                             | <input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress                                                       | 1, 4                                              |
|                                                               |                                                             | <input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death                                               | 1, 4                                              |
|                                                               |                                                             | <input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility                                | 1, 4                                              |
|                                                               |                                                             | <input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)                                              | 1, 4                                              |

|                                                                |             |
|----------------------------------------------------------------|-------------|
| SHORT TITLE<br>Cipriano Merino Salas vs. Sherif Antoon, et al. | CASE NUMBER |
|----------------------------------------------------------------|-------------|

|                                                                  | <b>A</b><br>Civil Case Cover<br>Sheet Case Type       | <b>B</b><br>Type of Action<br>(check only one)                                                                                 | <b>C</b><br>Applicable<br>Reasons (see<br>Step 3 above) |
|------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
|                                                                  |                                                       | <input type="checkbox"/> 2307 Construction Accidents                                                                           | 1, 4                                                    |
|                                                                  |                                                       | <input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)                                      | 1, 4                                                    |
| Other Personal Injury/<br>Property Damage/<br>Wrongful Death     | Product Liability (24)                                | <input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)                                         | 1, 4                                                    |
|                                                                  |                                                       | <input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon      | 1, 3, 5                                                 |
|                                                                  | Medical Malpractice<br>(45)                           | <input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons                                                      | 1, 4                                                    |
|                                                                  |                                                       | <input type="checkbox"/> 4502 Other Professional Health Care Malpractice                                                       | 1, 4                                                    |
| Non-Personal<br>Injury/Property<br>Damage/Wrongful Death<br>Tort | Business Tort (07)                                    | <input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)                                 | 1, 2, 3                                                 |
|                                                                  | Civil Rights (08)                                     | <input type="checkbox"/> 0801 Civil Rights/Discrimination                                                                      | 1, 2, 3                                                 |
|                                                                  | Defamation (13)                                       | <input type="checkbox"/> 1301 Defamation (slander/libel)                                                                       | 1, 2, 3                                                 |
|                                                                  | Fraud (16)                                            | <input type="checkbox"/> 1601 Fraud (no contract)                                                                              | 1, 2, 3                                                 |
|                                                                  | Professional<br>Negligence (25)                       | <input type="checkbox"/> 2501 Legal Malpractice                                                                                | 1, 2, 3                                                 |
|                                                                  |                                                       | <input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)                                            | 1, 2, 3                                                 |
|                                                                  | Other (35)                                            | <input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort                                                   | 1, 2, 3                                                 |
| Employment                                                       | Wrongful<br>Termination (36)                          | <input type="checkbox"/> 3601 Wrongful Termination                                                                             | 1, 2, 3                                                 |
|                                                                  | Other Employment<br>(15)                              | <input checked="" type="checkbox"/> 1501 Other Employment Complaint Case                                                       | 1, 2, 3                                                 |
|                                                                  |                                                       | <input type="checkbox"/> 1502 Labor Commissioner Appeals                                                                       | 10                                                      |
| Contract                                                         | Breach of Contract /<br>Warranty (06)<br>(not insuran | <input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)                     | 2, 5                                                    |
|                                                                  |                                                       | <input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)                                | 2, 5                                                    |
|                                                                  |                                                       | <input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)                                                 | 1, 2, 5                                                 |
|                                                                  |                                                       | <input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)                                         | 1, 2, 5                                                 |
|                                                                  |                                                       | <input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)                                           | 2, 5                                                    |
|                                                                  | Collections (09)                                      | <input type="checkbox"/> 0901 Collections Case – Seller Plaintiff                                                              | 5, 6, 11                                                |
|                                                                  |                                                       | <input type="checkbox"/> 0902 Other Promissory Note/Collections Case                                                           | 5, 11                                                   |
|                                                                  |                                                       | <input type="checkbox"/> 0903 Collections Cas Purchased Debt (charged off consumer debt purchased on or after January 1, 2014) | 5, 6, 11                                                |
|                                                                  |                                                       | <input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt                                                          | 5, 11                                                   |
|                                                                  | Insurance Coverage<br>(18)                            | <input type="checkbox"/> 1801 Insurance Coverage (not complex)                                                                 | 1, 2, 5, 8                                              |

|                                                                |             |
|----------------------------------------------------------------|-------------|
| SHORT TITLE<br>Cipriano Merino Salas vs. Sherif Antoon, et al. | CASE NUMBER |
|----------------------------------------------------------------|-------------|

|                                         | <b>A</b><br>Civil Case Cover Sheet Case Type | <b>B</b><br>Type of Action<br>(check only one)                                                       | <b>C</b><br>Applicable Reasons (see Step 3 above) |
|-----------------------------------------|----------------------------------------------|------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| <b>Contract</b><br>(Continued)          | Other Contract (37)                          | <input type="checkbox"/> 3701 Contractual Fraud                                                      | 1, 2, 3, 5                                        |
|                                         |                                              | <input type="checkbox"/> 3702 Tortious Interference                                                  | 1, 2, 3, 5                                        |
|                                         |                                              | <input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)         | 1, 2, 3, 8, 9                                     |
| <b>Real Property</b>                    | Eminent Domain/Inverse Condemnation (14)     | <input type="checkbox"/> 1401 Eminent Domain/Condemnation<br>Number of Parcels _____                 | 2, 6                                              |
|                                         | Wrongful Eviction (33)                       | <input type="checkbox"/> 3301 Wrongful Eviction Case                                                 | 2, 6                                              |
|                                         | Other Real Property (26)                     | <input type="checkbox"/> 2601 Mortgage Foreclosure                                                   | 2, 6                                              |
|                                         |                                              | <input type="checkbox"/> 2602 Quiet Title                                                            | 2, 6                                              |
|                                         |                                              | <input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2, 6                                              |
| <b>Unlawful Detainer</b>                | Unlawful Detainer – Commercial (31)          | <input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)        | 6, 11                                             |
|                                         | Unlawful Detainer – Residential (32)         | <input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)       | 6, 11                                             |
|                                         | Unlawful Detainer – Post Foreclosure (34)    | <input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure                                   | 2, 6, 11                                          |
|                                         | Unlawful Detainer – Drugs (38)               | <input type="checkbox"/> 3801 Unlawful Detainer – Drugs                                              | 2, 6, 11                                          |
| <b>Judicial Revi</b>                    | Asset Forfeiture (05)                        | <input type="checkbox"/> 0501 Asset Forfeiture Case                                                  | 2, 3, 6                                           |
|                                         | Petition re Arbitration (11)                 | <input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration                          | 2, 5                                              |
|                                         | Writ of Mandate (02)                         | <input type="checkbox"/> 0201 Writ – Administrative Mandamus                                         | 2, 8                                              |
|                                         |                                              | <input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter                           | 2                                                 |
|                                         |                                              | <input type="checkbox"/> 0203 Writ – Other Limited Court Case Review                                 | 2                                                 |
|                                         | Other Judicial Review (39)                   | <input type="checkbox"/> 3901 Other Writ/Judicial Review                                             | 2, 8                                              |
|                                         |                                              | <input type="checkbox"/> 3902 Administrative Hearing                                                 | 2, 8                                              |
|                                         |                                              | <input type="checkbox"/> 3903 Parking Appeal                                                         | 2, 8                                              |
| <b>Provisionally Complex Litigation</b> | Antitrust/Trade Regulation (03)              | <input type="checkbox"/> 0301 Antitrust/Trade Regulation                                             | 1, 2, 8                                           |
|                                         | Asbestos (04)                                | <input type="checkbox"/> 0401 Asbestos Property Damage                                               | 1, 11                                             |
|                                         |                                              | <input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death                                | 1, 11                                             |

|                                                                |             |
|----------------------------------------------------------------|-------------|
| SHORT TITLE<br>Cipriano Merino Salas vs. Sherif Antoon, et al. | CASE NUMBER |
|----------------------------------------------------------------|-------------|

|                                                        | <b>A</b><br>Civil Case Cover Sheet Case Type     | <b>B</b><br>Type of Action<br>(check only one)                                      | <b>C</b><br>Applicable Reasons (see Step 3 above) |
|--------------------------------------------------------|--------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------|
| <b>Provisionally Complex Litigation</b><br>(Continued) | Construction Defect (10)                         | <input type="checkbox"/> 1001 Construction Defect                                   | 1, 2, 3                                           |
|                                                        | Claims Involving Mass Tort (40)                  | <input type="checkbox"/> 4001 Claims Involving Mass Tort                            | 1, 2, 8                                           |
|                                                        | Securities Litigation (28)                       | <input type="checkbox"/> 2801 Securities Litigation Case                            | 1, 2, 8                                           |
|                                                        | Toxic Tort Environmental (30)                    | <input type="checkbox"/> 3001 Toxic Tort/Environmental                              | 1, 2, 3, 8                                        |
|                                                        | Insurance Coverage Claims from Complex Case (41) | <input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)    | 1, 2, 5, 8                                        |
| <b>Enforcement of Judgment</b>                         | Enforcement of Judgment (20)                     | <input type="checkbox"/> 2001 Sister State Judgment                                 | 2, 5, 11                                          |
|                                                        |                                                  | <input type="checkbox"/> 2002 Abstract of Judgment                                  | 2, 6                                              |
|                                                        |                                                  | <input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)        | 2, 8                                              |
|                                                        |                                                  | <input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax | 2, 8                                              |
|                                                        |                                                  | <input type="checkbox"/> 2006 Other Enforcement of Judgment Case                    | 2, 8, 9                                           |
| <b>Miscellaneous Civil Complaints</b>                  | RICO (27)                                        | <input type="checkbox"/> 2701 Racketeering (RICO) Case                              | 1, 2, 8                                           |
|                                                        | Other Complaints (not specified above) (42)      | <input type="checkbox"/> 4201 Declaratory Relief Only                               | 1, 2, 8                                           |
|                                                        |                                                  | <input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)      | 2, 8                                              |
|                                                        |                                                  | <input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex) | 1, 2, 8                                           |
|                                                        |                                                  | <input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)          | 1, 2, 8                                           |
| <b>Miscellaneous Civil Petitions</b>                   | Partnership Corporation Governance (21)          | <input type="checkbox"/> 2101 Partnership and Corporation Governance Case           | 2, 8                                              |
|                                                        | Other Petitions (not specified above) (43)       | <input type="checkbox"/> 4301 Civil Harassment with Damages                         | 2, 3, 9                                           |
|                                                        |                                                  | <input type="checkbox"/> 4302 Workplace Harassment with Damages                     | 2, 3, 9                                           |
|                                                        |                                                  | <input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages         | 2, 3, 9                                           |
|                                                        |                                                  | <input type="checkbox"/> 4304 Election Contest                                      | 2                                                 |
|                                                        |                                                  | <input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender          | 2, 7                                              |
|                                                        |                                                  | <input type="checkbox"/> 4306 Petition for Relief from Late Claim Law               | 2, 3, 8                                           |
|                                                        |                                                  | <input type="checkbox"/> 4307 Other Civil Petition                                  | 2, 9                                              |

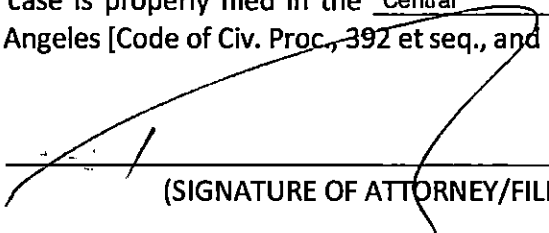
|                                                                |             |
|----------------------------------------------------------------|-------------|
| SHORT TITLE<br>Cipriano Merino Salas vs. Sherif Antoon, et al. | CASE NUMBER |
|----------------------------------------------------------------|-------------|

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

|                                                                                                                                                                                                                                                                                                                                                                  |              |                    |                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------|--------------------------------|
| REASON:<br><input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11 |              |                    | ADDRESS:<br>4431 Rosecrans Ave |
| CITY:<br>Hawthorne                                                                                                                                                                                                                                                                                                                                               | STATE:<br>CA | ZIP CODE:<br>90250 |                                |

**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 of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 08/15/2023

  
 (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 LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a 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 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.

|                                                                                                   |  |                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUPERIOR COURT OF CALIFORNIA</b><br><b>COUNTY OF LOS ANGELES</b>                               |  | Reserved for Clerk's File Stamp<br><br><div style="text-align: center;"> <b>FILED</b><br/>         Superior Court of California<br/>         County of Los Angeles<br/> <b>08/15/2023</b><br/>         David W. Slayton, Executive Officer / Clerk of Court<br/>         By: <u>J. Nunez</u> Deputy       </div> |
| COURTHOUSE ADDRESS:<br>Spring Street Courthouse<br>312 North Spring Street, Los Angeles, CA 90012 |  |                                                                                                                                                                                                                                                                                                                  |
| <b>NOTICE OF CASE ASSIGNMENT</b><br><br><b>UNLIMITED CIVIL CASE</b>                               |  |                                                                                                                                                                                                                                                                                                                  |
| Your case is assigned for all purposes to the judicial officer indicated below.                   |  | CASE NUMBER:<br><b>23STCV19452</b>                                                                                                                                                                                                                                                                               |

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

| ASSIGNED JUDGE |                    | DEPT | ROOM | ASSIGNED JUDGE |  | DEPT | ROOM |
|----------------|--------------------|------|------|----------------|--|------|------|
| ✓              | Kenneth R. Freeman | 14   |      |                |  |      |      |

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

on 08/15/2023  
(Date)

By J. Nunez, 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.

**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](http://www.lacourt.org).

1 d) Documents in Related Cases

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

5 3) EXEMPT LITIGANTS

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

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

12 4) EXEMPT FILINGS

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

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

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

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

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

24 b) Lodgments

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

27 //

28 //

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

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

4 6) TECHNICAL REQUIREMENTS

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

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

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

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

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

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

24 f) Accompanying Documents

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

27 g) Multiple Documents

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

h) Writs and Abstracts

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

i) Sealed Documents

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

j) Redaction

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

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

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

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

8) EX PARTE APPLICATIONS

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

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

9) PRINTED COURTESY COPIES

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

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

- a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)
- b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

## 11) SIGNATURES ON ELECTRONIC FILING

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

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

DATED: May 3, 2019



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

## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California  
County of Los Angeles



Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



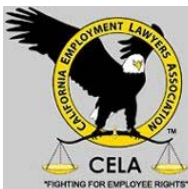
Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

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

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

### ◆Los Angeles County Bar Association Litigation Section◆

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

### ◆Consumer Attorneys Association of Los Angeles◆

#### ◆Southern California Defense Counsel◆

#### ◆Association of Business Trial Lawyers◆

### ◆California Employment Lawyers Association◆

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

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

**The parties agree that:**

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

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

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lacourt.org](http://www.lacourt.org) under “Civil” and then under “General Information”).
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ for the complaint, and \_\_\_\_\_ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at [www.lacourt.org](http://www.lacourt.org) under “Civil”, click on “General Information”, then click on “Voluntary Efficient Litigation Stipulations”.  

(INSERT DATE) (INSERT DATE)
  3. The parties will prepare a joint report titled “Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties’ efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to “days” mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

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➤ \_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

➤ \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

➤ \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

➤ \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

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

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(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.:<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): |  | FAX NO. (Optional): |                                 |
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>           |  |                     |                                 |
| COURTHOUSE ADDRESS:                                                  |  |                     |                                 |
| PLAINTIFF:                                                           |  |                     |                                 |
| DEFENDANT:                                                           |  |                     | CASE NUMBER:                    |
| <b>STIPULATION – DISCOVERY RESOLUTION</b>                            |  |                     |                                 |

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

**The parties agree that:**

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

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

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**The following parties stipulate:**

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



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



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



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



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



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



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

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

|                                                                      |  |                     |                                 |
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| TELEPHONE NO.:<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): |  | FAX NO. (Optional): |                                 |
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>           |  |                     |                                 |
| COURTHOUSE ADDRESS:                                                  |  |                     |                                 |
| PLAINTIFF:                                                           |  |                     |                                 |
| DEFENDANT:                                                           |  |                     | CASE NUMBER:                    |
| <b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>                     |  |                     |                                 |

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

**The parties agree that:**

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

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**The following parties stipulate:**

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



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(ATTORNEY FOR DEFENDANT)



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(ATTORNEY FOR DEFENDANT)



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(ATTORNEY FOR DEFENDANT)



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



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



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

**THE COURT SO ORDERS.**

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

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LOS ANGELES SUPERIOR COURT

MAY 11 2011

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

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

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

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

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

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

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

6  
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



# 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 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.** Assistant Case Manager Janet Solis, [janet@adrservices.com](mailto:janet@adrservices.com)  
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager [info@mediationLA.org](mailto:info@mediationLA.org)  
(833) 476-9145

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

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

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.

<https://dcba.lacounty.gov/countywidedrp/>

**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. <https://my.lacourt.org/odr/>

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

<https://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 <https://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <https://www.lacourt.org/division/civil/CI0109.aspx>  
For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>



# Superior Court of California, County of Los Angeles

## ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

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

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

### What is ADR?

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

### Advantages of ADR

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

### Disadvantages of ADR

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

### Main Types of ADR

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

#### **Mediation may be appropriate when the parties**

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

#### **Mediation may not be appropriate when the parties**

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

## How to Arrange Mediation in Los Angeles County

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

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

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

- **ADR Services, Inc.** Case Manager Elizabeth Sanchez, [elizabeth@adrservices.com](mailto:elizabeth@adrservices.com)  
(949) 863-9800
- **Mediation Center of Los Angeles** Program Manager [info@mediationLA.org](mailto:info@mediationLA.org)  
(833) 476-9145

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

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

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

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

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

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

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

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

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

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

## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California  
County of Los Angeles



Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



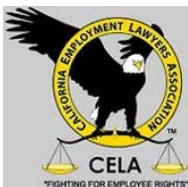
Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

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

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

### ◆Los Angeles County Bar Association Litigation Section◆

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

### ◆Consumer Attorneys Association of Los Angeles◆

#### ◆Southern California Defense Counsel◆

#### ◆Association of Business Trial Lawyers◆

### ◆California Employment Lawyers Association◆

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

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

**The parties agree that:**

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

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

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lacourt.org](http://www.lacourt.org) under “Civil” and then under “General Information”).
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ for the complaint, and \_\_\_\_\_ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at [www.lacourt.org](http://www.lacourt.org) under “Civil”, click on “General Information”, then click on “Voluntary Efficient Litigation Stipulations”.  

(INSERT DATE) (INSERT DATE)
  3. The parties will prepare a joint report titled “Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties’ efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to “days” mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

|                      |                          |
|----------------------|--------------------------|
| _____                | ➤ _____                  |
| (TYPE OR PRINT NAME) | (ATTORNEY FOR PLAINTIFF) |
| Date: _____          |                          |
| _____                | ➤ _____                  |
| (TYPE OR PRINT NAME) | (ATTORNEY FOR DEFENDANT) |
| Date: _____          |                          |
| _____                | ➤ _____                  |
| (TYPE OR PRINT NAME) | (ATTORNEY FOR DEFENDANT) |
| Date: _____          |                          |
| _____                | ➤ _____                  |
| (TYPE OR PRINT NAME) | (ATTORNEY FOR DEFENDANT) |
| Date: _____          |                          |
| _____                | ➤ _____                  |
| (TYPE OR PRINT NAME) | (ATTORNEY FOR _____)     |
| Date: _____          |                          |
| _____                | ➤ _____                  |
| (TYPE OR PRINT NAME) | (ATTORNEY FOR _____)     |
| Date: _____          |                          |
| _____                | ➤ _____                  |
| (TYPE OR PRINT NAME) | (ATTORNEY FOR _____)     |

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

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

**The parties agree that:**

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

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| 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.

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| SHORT TITLE: | CASE NUMBER: |
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**The following parties stipulate:**

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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 \_\_\_\_\_)



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

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

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

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

**The parties agree that:**

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

|              |              |
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| 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: \_\_\_\_\_

\_\_\_\_\_  
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](http://www.lacourt.org).

1 d) Documents in Related Cases

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

5 3) EXEMPT LITIGANTS

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

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

12 4) EXEMPT FILINGS

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

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

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

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

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

24 b) Lodgments

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

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1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

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

4 6) TECHNICAL REQUIREMENTS

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

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

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

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

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

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

24 f) Accompanying Documents

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

27 g) Multiple Documents

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

h) Writs and Abstracts

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

i) Sealed Documents

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

j) Redaction

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

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

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

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

8) EX PARTE APPLICATIONS

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

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

9) PRINTED COURTESY COPIES

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

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

- a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)
- b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

## 11) SIGNATURES ON ELECTRONIC FILING

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

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

DATED: May 3, 2019



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