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9 JAMEISHA LEVY, and all others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 **(UNLIMITED JURISDICTION)**

13 JAMEISHA LEVY,

14 *Plaintiff,*

15 vs.

16 AMBUSERVE, INC.; MELISSA HARRIS;
17 SCOTT SMITH; and DOES 1 to 25, inclusive,

18 *Defendants.*

Case No.: 23STCV27953

COMPLAINT FOR DAMAGES FOR:

**1) PRIVATE ATTORNEYS
GENERAL ACT ("PAGA");**

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Electronically FILED by
Superior Court of California,
County of Los Angeles
11/14/2023 4:47 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By N. Alvarez, Deputy Clerk

COMES NOW, Plaintiff, JAMEISHA LEVY (hereafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants AMBUSERVE, INC.; MELISSA HARRIS; SCOTT SMITH; and DOES 1 to 25, inclusive, (collectively, “AMBUSERVE” or “Defendant(s)”) do business in the County of Los Angeles and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant AMBUSERVE, INC. is and was a California corporation, doing business in Los Angeles County, California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendants MELISSA HARRIS and SCOTT SMITH are residents of the County of Los Angeles, State of California, and were and are the owners, directors, and/or managing agents of AMBUSERVE, INC. Defendants MELISSA HARRIS and SCOTT SMITH are being included in this complaint pursuant to Labor Code section 558.1 in that they were involved in the day-to-day operations of the business, and as such, controlled the wages, hours, and/or working conditions of Plaintiff and other hourly, non-exempt employees.

5. The “Aggrieved Employees” are all current and former non-exempt or hourly paid employees as well as exempt, salaried employees who were improperly classified and should have been hourly, non-exempt employees and all of whom worked for Defendants at any of their California locations during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

6. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so

1 Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the
2 DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner
3 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
4 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
5 and capacities of these fictitiously named defendants.

6 7. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis
7 of that information and belief, alleges that at all times herein mentioned, each of the remaining
8 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
9 under the authority of their agency, employment, or representative capacity, with the consent of
10 his/her codefendants.

11 **GENERAL ALLEGATIONS**

12 8. Plaintiff started working for AMBUSERVE on or around November 2022 as a
13 dispatcher and was terminated in December 2022. Plaintiff was classified as hourly, non-
14 exempt employee. Plaintiff's hourly rate was \$18 per hour.

15 9. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745
16 (2018), Plaintiff, Huff, was employed as a security guard for the Defendant Employer,
17 Securitas Security Services USA, Inc., an onsite security provider. After about a year of
18 employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim,
19 Huff specifically alleged violations to the Labor Code requiring immediate payment of wages
20 upon termination of employment and weekly payment of wages to temporary employees. The
21 trial court determined Huff was not a temporary employee, and therefore, lacked standing to
22 bring the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial
23 court granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the
24 issue was whether Huff could bring a PAGA claim and sue for Labor Code violations that did
25 not directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
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1 PAGA representative to sue for violations that the representative has personally suffered. The
2 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
3 and others. The statute also states that an “aggrieved employee” is “any person who was
4 employed by the alleged violator and against whom one or more of the alleged violations was
5 committed.” Because at least one of the violations that Huff had alleged had affected him
6 personally, the Court of Appeal denied Securitas’ motion.
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8 10. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves
9 and other employees, it allows for suits broader than the specific violations the named
10 employee experienced. Therefore, even if the employee did not personally experience the
11 Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is
12 Plaintiff’s position that Plaintiff can equivocally bring the following labor code violations on
13 behalf of all other employees, including ALL hourly, non-exempt employees, irrespective of
14 job title, whether dispatchers, drivers, EMTs, or other positions.
15

16 11. AMBUSERVE has committed the following labor code violations against
17 Plaintiff and other similarly situated aggrieved employees, including all hourly, non-exempt
18 employees who worked for AMBUSERVE at any of their California locations during the
19 applicable PAGA period:
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21 12. AMBUSERVE did not provide Plaintiff and other similarly situated aggrieved
22 employees with the minimum wages to which they were entitled for all work performed and as
23 such did not compensate Plaintiff and others for all hours worked at the minimum wage rate
24 pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because the
25 company had a policy and practice of rounding down work hours to the detriment of
26 employees, resulting in time shaving and minimum wage violations. As such, Plaintiff and
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1 others did not get compensated for all the hours actually worked and did not receive at least the
2 minimum wage for all the hours they worked in contravention of California law. In addition,
3 and to the extent that Plaintiff and others worked through their meal periods while “off the
4 clock”, the latter would be akin to a minimum wage violation. Furthermore, Plaintiff and others
5 did work “off the clock” in that they performed tasks before clocking in or after clocking out,
6 including preparation work and work related to winding down operations. In addition, it is
7 important to note that Plaintiff did not physically clock in herself when she arrived at work as
8 the managers controlled that aspect and did that for her.
9

10 13. Due to the above “off the clock” violations and as a matter of company policy and
11 practice, AMBUSERVE also violated Labor Code §510 and Industrial Welfare Commission
12 Wage Order 9 because it failed to pay Plaintiff and other similarly situated aggrieved employees
13 the correct overtime. In addition, AMBUSERVE did not include bonuses and/or incentive
14 payments in calculating employees’ true regular rate of pay for purposes of deciphering their
15 correct overtime rate of pay. Additionally, the incentive and bonus payments were also not
16 factored into Plaintiff’s and others’ regular rate for purposes of receiving meal and rest break
17 premiums per the Ferra v. Loews case. For instance, Plaintiff and other employees received
18 Christmas bonuses which were not factored into their regular rate of pay and were certainly not
19 factored into their overtime rate of pay.
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22 14. AMBUSERVE also violated Labor Code § 226.7 and the applicable Industrial
23 Welfare Commission Wage Order no. 9 because it failed to provide Plaintiff and other similarly
24 situated aggrieved employees 10-minute rest periods for every four hours of work, or majority
25 portion thereof, throughout their employment. AMBUSERVE did not completely relieve
26 Plaintiff of all duty during said rest periods. AMBUSERVE did not pay to Plaintiff one
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1 additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or
2 more statutory rest periods was not provided. It was not part of the company policy and culture
3 for employees such as Plaintiff and others to consistently take at least two rest breaks, especially
4 due to the continuous work obligations and issues with being short-staffed. As such, the culture
5 and environment at AMBUSERVE did not lend itself to the employees receiving all required
6 statutory breaks wherein they were relieved of all work duties. It was the normal practice and
7 custom of AMBUSERVE not to authorize, permit, and enforce two timely, uninterrupted
8 statutory rest periods.
9

10 15. AMBUSERVE violated Labor Code §§ 512 and 226.7 and the applicable
11 Industrial Welfare Commission Wage Order no. 9 because it failed to provide Plaintiff and other
12 similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for
13 every five (5) hours of work (and before the fifth hour) throughout their employment, and
14 Plaintiff did not validly waive said meal periods. AMBUSERVE did not completely relieve
15 Plaintiff of all duties during said meal periods. AMBUSERVE did not pay to Plaintiff one
16 additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or
17 more statutory meal periods was not provided. While Plaintiff did receive a meal break at times,
18 it was often late and AFTER her 5th hour worked. If AMBUSERVE had Plaintiff sign a meal
19 period waiver, it would not be valid and enforceable since Plaintiff and others generally worked
20 more than a 6-hour shift. If AMBUSERVE had Plaintiff sign an on-duty meal period agreement
21 wherein Plaintiff agreed to work through the meal periods or stay on the premises during meal
22 periods, it would be invalid and unenforceable because the nature of Plaintiff's job does not and
23 did not prevent her from taking a meal period. Moreover, any such "on duty" meal period
24 agreement did not allow for Plaintiff to revoke such an agreement even if it was signed. As such,
25 Plaintiff and others did not consistently receive statutory, timely meal periods during their
26 employment. To the extent that AMBUSERVE argues that employees receive meal break
27 premium pay for missed, short, or interrupted meal periods, that argument is inconsequential for
28 PAGA penalty purposes since the PAGA penalties are for the violations themselves, irrespective

1 of whether an employee received the premium payment for a missed, short, or interrupted meal
2 period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, “section 226.7 does not give
3 employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour
4 of pay.” See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in
5 original). Thus, the extra hour of pay does not excuse the violation; the employer has still
6 committed a violation even if the remedy for the violation has been paid. See *Wert v. U.S.*
7 *Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment
8 and culture at AMBUSERVE was not conducive to receiving consistent, timely, statutory meal
9 breaks under California law. Moreover, any meal or rest break premiums paid were not
10 compensated at the weighted average regular rate, inclusive of bonuses and/or incentive
11 payments.

12 16. Furthermore, during the relevant time period, and due to the above labor code
13 violations, AMBUSERVE failed to pay Plaintiff and other similarly situated aggrieved
14 employees all wages due to them within any time period specified by California Labor Code
15 section 204. AMBUSERVE was also in violation of California Labor Code section 226(a) by
16 failing to include pertinent information on the wage statements, including but not limited to, the
17 correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross wages
18 earned, net wages earned, premium pay for missed meal and rest breaks, all deductions, the
19 correct start and end of the pay period, all employee identifying information, the correct name
20 and address of the legal employer, and reimbursement for business expenses, among others. As
21 such, AMBUSERVE did not provide Plaintiff and other similarly situated aggrieved employees
22 with complete, accurate itemized wage statements.

25 17. AMBUSERVE violated Labor Code § 203 because it willfully failed to pay
26 Plaintiff and other similarly situated aggrieved employees earned and due wages upon separation
27 of employment, either immediately upon involuntary termination, or within 72 hours of
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1 resignation. These earned but unpaid wages include the unpaid minimum wages/compensation
2 for all hours worked, overtime, premium pay for missed meal and rest breaks, and business
3 expense reimbursement, among others.

4 18. During the relevant time period, AMBUSERVE also failed to keep accurate and
5 complete payroll records showing the correct wages paid to Plaintiff and other aggrieved
6 employees pursuant to California Labor Code sections 1174(d).

7 19. Additionally, during the relevant time period, Plaintiff and other aggrieved
8 employees incurred necessary, business-related expenses and costs that were not reimbursed by
9 AMBUSERVE. These costs include, but are not limited to, uniforms and use of personal cell
10 phones for work purposes. Accordingly, AMBUSERVE was in violation of California Labor
11 Code sections 2800 and 2802.
12

13 **FIRST (AND ONLY) CAUSE OF ACTION**

14 **PRIVATE ATTORNEYS GENERAL ACT**

15 **Representative Claim for PAGA penalties under California Labor Code sections 201, 202,**
16 **203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1,**
17 **2800, 2802, and the applicable Industrial Welfare Commission Wage Order Nos. 9-2001**

18 **(Against All Named Defendants and all DOE Defendants)**

19 20. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 19, inclusive, of this Complaint as though fully set forth herein.

21 21. Pursuant to law, Plaintiff provided the required written notice to the California
22 Labor & Workforce Development Agency (LWDA) and Defendants of the specific violations of
23 the California Labor Code that Defendants and DOE defendants have violated and continue to
24 violate.

25 22. Pursuant to California Labor code section 2699.3, no response was received from
26 the LWDA within 65 days of the postmark date of the above-alleged letter.

27 23. Plaintiff therefore has exhausted all administrative remedies required of her under
28 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause

1 of action and pursue penalties in a representative action for Defendants' violations of the Labor
2 Code.

3 24. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
4 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
5 departments, divisions, commissions, boards, agencies, or employees for violation of the code
6 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
7 on behalf of himself or herself and other current or former employees pursuant to the procedures
8 specified in California Labor Code section 2699.3.

9 25. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the
10 alleged violator and had one or more of the alleged violations committed against her, and therefore
11 is properly suited to represent the interests of all current and former non-exempt or hourly paid
12 employees who worked for Defendants at any of their California locations during the relevant
13 PAGA time period.

14 26. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
15 penalties under California Labor Code sections 2698 and 2699 because of Defendants' violations
16 of numerous provisions of the California Labor Code as alleged in this Complaint.

17 27. Plaintiff therefore has exhausted all administrative remedies required of her under
18 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause
19 of action and pursue penalties in a representative action for Defendants' violations of the Labor
20 Code.

21 28. California Labor Code section 2699 et seq. imposes penalties upon culpable
22 Defendants for violating the Labor Code.

23 29. California Labor Code section 558 establishes a civil penalty as follows: Any
24 employer or other person action on behalf of an employer who violates, or causes to be violated,
25 a section of this chapter or any provision regulating hours and days of work in any order of the
26 Industrial Welfare Commission (including the "Hours and Days of Work" section of the Wage
27 Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each
28 underpaid employee for each pay period for which the employee was underpaid ...; (2) for each

1 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
2 period for which the employee was underpaid ...;

3 30. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
4 by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
5 seeking individual/victim specific relief or underpaid wages under this particular cause of action.

6 31. Specifically, Plaintiff seeks penalties under California Labor Code section 2699,
7 for the following:

8 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
9 226.3, 226.7, 510, 512, 558, 1174d, 1194, 1197, 1197.1, 2800, 2802 via 2698 and 2699,
10 and any other Labor Codes and Wage Orders (including no. 9) violated on the facts alleged
11 in this Complaint.

12 32. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's
13 fees, costs, and civil penalties on behalf of Plaintiff and other current and former Aggrieved
14 Employees as alleged herein in an amount to be shown according to proof at trial and within the
15 jurisdictional limits of this Court.

16 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
17 follows:

- 18 1. For the imposition of civil penalties;
- 19 2. For maximum civil penalties available under Labor Code Section 2699 against
20 Defendants in a manner and amount authorized by that statute, as described more
21 particularly in the Complaint and representative PAGA claims;
- 22 3. For all costs and disbursements incurred in this suit;
- 23 4. Reasonable attorney's fees where available by law, including but not limited to,
24 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section
25 1021.5, and/or other applicable laws; and

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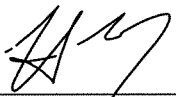
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5. For such other and further relief as this Court may deem proper.

Respectfully submitted,

MESSRELIAN LAW INC.

Dated: November 14, 2023

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 11/14/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u>N. Alvarez</u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 23STCV27953

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE		DEPT	ROOM	ASSIGNED JUDGE		DEPT	ROOM
✓	Kerry Bensinger	31					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**
 on 11/15/2023 By N. Alvarez, Deputy Clerk
(Date)

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
 Rizalinda Mina

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)
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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).)

1 e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a
2 person or entity that receives an electronic filing from a party for retransmission to the Court.
3 In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an
4 agent of the Court. (California Rules of Court, rule 2.250(b)(8).)

5 f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of
6 Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision
7 (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule
8 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or
9 process attached to or logically associated with an electronic record and executed or adopted
10 by a person with the intent to sign the electronic record.

11 g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place
12 in a hypertext or hypermedia document to another in the same or different document.

13 h) **“Portable Document Format”** A digital document format that preserves all fonts,
14 formatting, colors and graphics of the original source document, regardless of the application
15 platform used.

16 2) MANDATORY ELECTRONIC FILING

17 a) Trial Court Records

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

22 b) Represented Litigants

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

25 c) Public Notice

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

1 d) Documents in Related Cases

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

5 3) EXEMPT LITIGANTS

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

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

12 4) EXEMPT FILINGS

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

- 14 i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of
15 Civil Procedure sections 170.6 or 170.3;
- 16 ii) Bonds/Undertaking documents;
- 17 iii) Trial and Evidentiary Hearing Exhibits
- 18 iv) Any ex parte application that is filed concurrently with a new complaint including those
19 that will be handled by a Writs and Receivers department in the Mosk courthouse; and
- 20 v) Documents submitted conditionally under seal. The actual motion or application shall be
21 electronically filed. A courtesy copy of the electronically filed motion or application to
22 submit documents conditionally under seal must be provided with the documents
23 submitted conditionally under seal.

24 b) Lodgments

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

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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 on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

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

11) SIGNATURES ON ELECTRONIC FILING

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

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

DATED: May 3, 2019



Kevin C. Brazile
KEVIN C. BRAZILE
Presiding Judge



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

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

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

What is ADR?

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

Advantages of ADR

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

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or 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
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org
(833) 476-9145

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

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

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