

SUMMONS (CITACION JUDICIAL)

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

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

N JOI FOODS, INC. dba JOI CAFE, a California corporation; and DOES 1 through 20, inclusive,

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

LUZ MARIA DIAZ SANCHEZ, an individual,

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/08/2023 3:08 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Ruiz, Deputy Clerk

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

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

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

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

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

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

CASE NUMBER: (Número del Caso):

23ST CV 18804

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:
(Fecha) 08/08/2023

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

(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)

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

Attorney for Plaintiff,
LUZ MARIA DIAZ SANCHEZ

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/08/2023 3:08 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Ruiz, Deputy Clerk

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

LUZ MARIA DIAZ SANCHEZ, an individual,

Plaintiff,

v.

N JOI FOODS, INC. dba JOI CAFE, a
California corporation; and DOES 1 through
20, inclusive,

Defendants.

Case No. **23STCV18804**

COMPLAINT FOR DAMAGES FOR:

- 1. DISCRIMINATION IN VIOLATION OF
GOV'T CODE §§12940 ET SEQ.;**
- 2. RETALIATION IN VIOLATION OF
GOV'T CODE §§12940 ET SEQ.;**
- 3. FAILURE TO PREVENT
DISCRIMINATION AND RETALIATION
IN VIOLATION OF GOV'T CODE
§12940(k);**
- 4. FOR DECLARATORY JUDGMENT**
- 5. WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY;**
- 6. FAILURE TO PAY WAGES (CAL. LABOR
CODE §§201, 1194);**
- 7. FAILURE TO PAY OVERTIME
COMPENSATION (CAL. LABOR CODE
§§510, 1194);**
- 8. FAILURE TO PROVIDE MEAL AND
REST PERIODS (CAL. LABOR CODE
§§226.7, 512);**

1 9. FAILURE TO PROVIDE ITEMIZED
2 WAGE AND HOUR STATEMENTS (CAL.
3 LABOR CODE §§226, ET SEQ.);

4 10. WAITING TIME PENALTIES (CAL.
5 LABOR CODE §§201-203);

6 11. PRIVATE ATTORNEY GENERAL ACT
7 (CAL. LABOR CODE §2699, ET SEQ.);

8 12. UNFAIR COMPETITION (BUS. & PROF.
9 CODE §17200 ET SEQ.)

10 DEMAND OVER \$25,000

11 [DEMAND FOR JURY TRIAL]

12 COMES NOW PLAINTIFF, LUZ MARIA DIAZ SANCHEZ, and for causes of action against
13 the Defendants and each of them, alleges as follows:

14 **JURISDICTION**

15 1. This Court is the proper court, and this action is properly filed in Los Angeles County,
16 because Defendants' obligations and liability arise therein, because Defendants maintain offices and
17 transact business within Los Angeles County, and because the work that is the subject of this action was
18 performed by Plaintiff in Los Angeles County.

19 **THE PARTIES**

20 2. Plaintiff, LUZ MARIA DIAZ SANCHEZ, is and at all times relevant hereto was a resident
21 of the County of Ventura, State of California.

22 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
23 hereto, Defendant N JOI FOODS DBA JOI CAFÉ (hereinafter referred to as "Employer") was and is a
24 California corporation doing business at 2855 Agoura Road, Westlake Village, in the County of Los
25 Angeles, State of California.

26 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
27 hereto, Employer owned and operated a private restaurant.

28 ///

1 5. At all times relevant herein, Employer and DOES 1-20 were Plaintiff's employers, joint
2 employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),
3 12940, subdivisions (a), (h), (1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more
4 persons and are therefore subject to the jurisdiction of this Court.

5 6. At all times relevant herein, Employer and DOES 1-20 were Plaintiff's employers, joint
6 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
7 Commission Order No. 5-2001 and are each any "employer or other person acting on behalf of an
8 employer" as such term is used in Labor Code section 558, and liable to Plaintiff on that basis.

9 7. The true names and capacities, whether individual, corporate, associate, or otherwise, of
10 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
11 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
12 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
13 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
14 Defendants is responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as alleged
15 hereinafter.

16 8. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
17 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
18 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
19 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
20 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
21 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

22 9. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
23 of them, including those defendants named as DOES 1-20 and acted in concert with one another to
24 commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one
25 another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government
26 Code §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants,
27 and each of them, including those defendants named as DOES 1-20 and each of them, formed and
28 executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged

1 herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause
2 and actually causing Plaintiff harm.

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

6 11. Plaintiff has filed complaints of discrimination, retaliation, failure to prevent
7 discrimination or retaliation, failure to accommodate, failure to engage in the interactive process, and
8 wrongful termination under Government Code §§12940, et seq., the California Fair Employment and
9 Housing Act ("FEHA") with the Civil Rights Department ("CRD") and has satisfied Plaintiff's
10 administrative prerequisites with respect to these and all related filings.

11
12 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

13 12. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
14 of interest and ownership between Employer and DOES 1-20 that the individuality and separateness of
15 defendants have ceased to exist.

16 13. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
17 purported corporate existence, Employer and DOES 1-20 are, in reality, one and the same, including, but
18 not limited to because:

19 14. Employer is completely dominated and controlled by one another and DOES 1-20, who
20 personally committed the frauds and violated the laws as set forth in this complaint, and who have hidden
21 and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish some other
22 wrongful or inequitable purpose.

23 15. Employer and DOES 1-20 derive actual and significant monetary benefits by and through
24 one another's unlawful conduct, and by using one another as the funding source for their own personal
25 expenditures.

26 16. Employer and DOES 1-20, while really one and the same, were segregated to appear as
27 though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
28 accomplishing some other wrongful or inequitable purpose.

1 17. Employer does not comply with all requisite corporate formalities to maintain a legal and
2 separate corporate existence.

3 18. The business affairs of Employer and DOES 1-20 are, and at all times relevant were, so
4 mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable
5 confusion. Employer is, and at all times relevant hereto was, used by one another and DOES 1-20 as a
6 mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego
7 of one another and DOES 1-20. The recognition of the separate existence of Defendants would not
8 promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for
9 violations of the Government Code and other statutory violations. The corporate existence of Employer
10 and DOES 1-20 should be disregarded in equity and for the ends of justice because such disregard is
11 necessary to avoid fraud and injustice to Plaintiff herein.

12 19. Accordingly, Employer constitute the alter ego of one another and DOES 1-20, and the
13 fiction of their separate corporate existence must be disregarded.

14 20. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
15 thereon alleges that Employer and DOES 1-20 are Plaintiff's joint employers by virtue of a joint
16 enterprise, and that Plaintiff was an employee of Employer and DOES 1-20. Plaintiff performed services
17 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants
18 shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which
19 Defendants' business was and is conducted.

20 21. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
21 between DOES 1-20, Employer, or any of them, (1) there is an express or implied agreement of
22 assumption pursuant to which Employer and/or DOES 1-20 agreed to be liable for the debts of the other
23 Defendants, (2) the transaction between Employer and/or DOES 1-20 and the other Defendants amounts
24 to a consolidation or merger of the two corporations, (3) Employer and/or DOES 1-20 are a mere
25 continuation of the other Defendants, or (4) the transfer of assets to Employer and/or DOES 1-20 is for
26 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employer and/or DOES
27 1-20 are the successors of one or more of the other Defendants and are liable on that basis.

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FACTUAL ALLEGATIONS

22. In or around July 25, 2021, Employers hired Plaintiff to work as a cook. Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties satisfactorily before Plaintiff was wrongfully terminated on or about June 4, 2022.

23. Between July 25, 2021 and November 11, 2021, Plaintiff's hourly wage rate was \$15.00. During this time period, Plaintiff's fixed schedule was five days per week, Wednesday through Sunday, for approximately 13 hours per day.

24. Between November 12, 2021 and March 3, 2022, Plaintiff's hourly wage rate was \$16.00. During this time period, Plaintiff's fixed schedule was five days per week, Wednesday through Sunday, for approximately 12 hours per day.

25. Between March 4, 2022 and May 5, 2022, Plaintiff's hourly wage rate was \$17.00. During this time period, Plaintiff's fixed schedule was five days per week, Wednesday through Sunday, for approximately 12 hours per day.

26. Between May 6, 2022 and June 4, 2022, Plaintiff's hourly wage rate was \$18.50. During this time period, Plaintiff's fixed schedule was five days per week, Wednesday through Sunday, for approximately 12 hours per day.

27. Between October 25, 2021 and November 11, 2021, Plaintiff worked approximately 25 overtime hours each week, but received only Plaintiff's regular hourly wage rate for these hours, with no overtime premium.

28. Between November 12, 2021 and June 4, 2022, Plaintiff worked approximately 20 overtime hours each week, but received only Plaintiff's regular hourly wage rate for these hours, with no overtime premium.

29. Throughout Plaintiff's employment, Plaintiff was not permitted to take statutory 10-minute rest breaks for every four hours worked or substantial portion thereof.

30. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff worked. One or more of Plaintiff's 30-minute meal periods were not provided approximately five (5) times per week.

1 31. During the course of her employment, Plaintiff was discriminated against based on her
2 sex and gender.

3 32. On or about February 1, 2022, Plaintiff was informed by her colleagues that certain
4 members of the staff had issues with her leadership.

5 33. Members of staff made statements such as “I don’t like being bossed around by a woman”
6 and even threatened to quit from their position if Plaintiff was not removed.

7 34. Thereafter, Plaintiff notified Defendants that her fellow colleagues had an issue with her
8 leadership on account of her sex and gender. Defendants informed Plaintiff they would resolve the issue.

9 35. Shortly thereafter, on or about June 4, 2022, Defendants wrongfully terminated Plaintiff’s
10 employment.

11 36. Defendants discriminated and retaliated against Plaintiff by terminating Plaintiff due to
12 her complaints that her colleagues did not respect her leadership because of her gender and sex.

13 37. Plaintiff’s termination was substantially motivated by Plaintiff’s gender, sex, and/or
14 engagement in protected activities. Defendants’ discriminatory animus is evidenced by the previously
15 mentioned facts.

16 38. Defendants’ conduct described herein was undertaken, authorized, and/or ratified
17 Defendants’ officers, directors and/or managing agents, including, but not limited to those identified
18 herein as DOES 1 through 20, who were authorized and empowered to make decisions that reflect and/or
19 create policy for Defendants. The aforementioned conduct of said managing agents and individuals was
20 therefore undertaken on behalf of Defendants who further had advanced knowledge of the actions and
21 conduct of said individuals whose actions and conduct were ratified, authorized, and approved by
22 managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified
23 and designated herein as DOES 1 through 20, inclusive.

24 39. As a result of Defendants’ actions, Plaintiff has suffered and will continue to suffer general
25 and special damages, including severe and profound pain and emotional distress, anxiety, depression,
26 headaches, tension, and other physical ailments, as well as medical expenses, expenses for psychological
27 counseling and treatment, and past and future lost wages and benefits.

28 ///

1 40. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,
2 commissions, benefits and loss or diminution of earning capacity.

3 41. Plaintiff claims general damages for emotional and mental distress and aggravation in a
4 sum in excess of the jurisdictional minimum of this Court.

5 42. Because the acts taken toward Plaintiff were carried out by officers, directors and/or
6 managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard
7 of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages
8 be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this
9 Court.

10
11 **FIRST CAUSE OF ACTION**
12 **FOR DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
13 **AGAINST ALL DEFENDANTS**

14 43. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 38, inclusive, as
15 though set forth in full herein.

16 44. At all times hereto, the FEHA was in full force and effect and was binding upon
17 Defendants and each of them.

18 45. As such term is used under FEHA, "on the bases enumerated in this part" means or refers
19 to discrimination on the bases of one or more of the protected characteristics under FEHA.

20 46. FEHA requires Defendants to refrain from discriminating against an employee on the
21 basis of gender and sex and to prevent discrimination on the basis of gender and sex and engagement in
22 protected activities from occurring.

23 47. Plaintiff was a member of multiple protected classes as a result of Plaintiff's gender and
24 sex.

25 48. At all times relevant hereto, Plaintiff was performing competently in the position Plaintiff
26 held with Defendants.

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1 49. Plaintiff suffered the adverse employment actions of discrimination, failure to prevent
2 discrimination, failure to reinstate and/or return to work, and wrongful termination, and was harmed
3 thereby.

4 50. Plaintiff is informed and believes that Plaintiff's gender, sex, and/or some combination of
5 these protected characteristics under Government Code §12926(j) were motivating reasons and/or factors
6 in the decisions to subject Plaintiff to the aforementioned adverse employment actions.

7 51. Said conduct violates the FEHA, and such violations were a proximate cause in Plaintiff's
8 damage as stated below.

9 52. The damage allegations of Paragraphs 39 through 42, inclusive, are herein incorporated
10 by reference.

11 53. The foregoing conduct of Defendants individually, or by and through their officers,
12 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
13 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
14 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
15 such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to
16 punitive damages in an amount appropriate to punish or make an example of Defendants.

17 54. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
18 attorneys' fees and costs, including expert fees pursuant to the FEHA.

19
20 **SECOND CAUSE OF ACTION**
21 **FOR RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
22 **AGAINST ALL DEFENDANTS**

23 55. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 38, inclusive, as
24 though set forth in full herein.

25 56. At all times hereto, the FEHA was in full force and effect and was binding upon
26 Defendants and each of them.

27 57. These laws set forth in the preceding paragraph require Defendants to refrain from
28 retaliating against an employee for engaging in protected activity.

1 58. Plaintiff engaged in the protected activities of complaining about and protesting
2 Defendant's discriminatory conduct towards Plaintiff based upon her gender and sex.

3 59. Plaintiff suffered the adverse employment actions of discrimination, failure to investigate,
4 remedy, and/or prevent discrimination, failure to reinstate and/or return to work, and termination, and
5 was harmed thereby.

6 60. Plaintiff is informed and believes that Plaintiff's conduct of complaining about and
7 protesting about Defendants' discriminatory conduct, and/or some combination of these factors, were
8 motivating reasons and/or factors in the decisions to subject Plaintiff to the aforementioned adverse
9 employment actions.

10 61. Defendants violated the FEHA by retaliating against Plaintiff and terminating Plaintiff for
11 attempting to exercise Plaintiff's protected rights, as set forth hereinabove.

12 62. Plaintiff is informed and believes, and based thereon alleges, that the above acts of
13 retaliation committed by Defendants were done with the knowledge, consent, and/or ratification of, or at
14 the direction of, each other Defendant and the other Managers.

15 63. The above said acts of Defendants constitute violations of the FEHA and were a proximate
16 cause in Plaintiff's damage as stated below.

17 64. The damage allegations of Paragraphs 39 through 42, inclusive, are herein incorporated
18 by reference.

19 65. The foregoing conduct of Defendants individually, or by and through their officers,
20 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
21 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
22 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
23 such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to
24 punitive damages in an amount appropriate to punish or make an example of Defendants.

25 66. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
26 attorneys' fees and costs, including expert fees pursuant to the FEHA.

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THIRD CAUSE OF ACTION
FAILURE TO PREVENT DISCRIMINATION AND RETALIATION
IN VIOLATION OF GOV'T CODE §12940(k)
AGAINST ALL DEFENDANTS

67. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 38, inclusive, as though set forth in full herein.

68. At all times hereto, the FEHA, including in particular Government Code §12940(k), was in full force and effect and was binding upon Defendants. This subsection imposes a duty on Defendants to take all reasonable steps necessary to prevent discrimination, and retaliation from occurring. As alleged above, Defendants violated this subsection and breached their duty by failing to take all reasonable steps necessary to prevent discrimination and retaliation from occurring.

69. The above said acts of Defendants constitute violations of the FEHA and were a proximate cause in Plaintiff's damage as stated below.

70. The damage allegations of Paragraphs 39 through 42, inclusive, are herein incorporated by reference.

71. The foregoing conduct of Defendants individually, or by and through their officers, directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

72. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

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FOURTH CAUSE OF ACTION
FOR DECLARATORY JUDGMENT
AGAINST ALL DEFENDANTS

73. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

74. Government Code §12920 sets forth the public policy of the State of California as follows:

It is hereby declared as the public policy of this state that it is necessary to protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination or abridgment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation.

It is recognized that the practice of denying employment opportunity and discriminating in the terms of employment for these reasons foments domestic strife and unrest, deprives the state of the fullest utilization of its capacities for development and advancement, and substantially and adversely affects the interests of employees, employers, and the public in general.

Further, the practice of discrimination because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information in housing accommodations is declared to be against public policy.

It is the purpose of this part to provide effective remedies that will eliminate these discriminatory practices.

This part shall be deemed an exercise of the police power of the state for the protection of the welfare, health, and peace of the people of this state.

75. Government Code §12920.5 embodies the intent of the California legislature and states:

In order to eliminate discrimination, it is necessary to provide effective remedies that will both prevent and deter unlawful employment practices and redress the adverse effects of those practices on aggrieved persons. To that end, this part shall be deemed an exercise of the Legislature's authority pursuant to Section 1 of Article XIV of the California Constitution.

76. Moreover, Government Code §12921, subdivision (a) says in pertinent part:

The opportunity to seek, obtain, and hold employment without discrimination because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

1 information, marital status, sex, gender, gender identity, gender
2 expression, age, or sexual orientation is hereby recognized as and declared
3 to be a civil right.

4 77. An actual controversy has arisen and now exists between Plaintiff and Defendants
5 concerning their respective rights and duties as it is believed that Defendants may allege that they did not
6 discriminate and retaliate against Plaintiff; that Plaintiff was not terminated as a result of Plaintiff's
7 gender, sex, engagement in protected activities, and/or some combination of these protected
8 characteristics. Plaintiff contends that Defendants did discriminate and retaliate against Plaintiff on the
9 basis of Plaintiff's gender, sex, engagement in protected activities, and/or some combination of these
10 protected characteristics; and that Plaintiff was retaliated against and, ultimately wrongfully terminated
11 as a result of Plaintiff's gender, sex, engagement in protected activities, and/or some combination of these
12 protected characteristics. Plaintiff is informed and believes, and on that basis alleges, that Defendants
13 shall dispute Plaintiff's contentions.

14 78. Pursuant to Code of Civil Procedure §1060, Plaintiff seeks a judicial determination of
15 Plaintiff's rights and duties, and a declaration that Plaintiff's gender, sex, engagement in protected
16 activities, and/or some combination of these protected characteristics was a substantial motivating factor
17 in the decision to subject Plaintiff to the aforementioned adverse employment actions.

18 79. A judicial declaration is necessary and appropriate at this time under the circumstances in
19 order that Plaintiff, for Plaintiff and on behalf of employees in the State of California and in conformity
20 with the public policy of the State, obtain a judicial declaration of the wrongdoing of Defendants and to
21 condemn such discriminatory employment policies or practices prospectively. *Harris v. City of Santa*
22 *Monica* (2013) 56 Cal.4th 203.

23 80. A judicial declaration is necessary and appropriate at this time such that Defendants may
24 also be aware of their obligations under the law to not engage in discriminatory practices and to not
25 violate the law in the future.

26 81. Government Code §12965(b) provides that an aggrieved party, such as the Plaintiff herein,
27 may be awarded reasonable attorneys' fees and costs: "In civil actions brought under this section, the
28 court, in its discretion, may award to the prevailing party, including the department, reasonable attorneys'

1 fees and costs, including expert witness fees.” Such fees and costs expended by an aggrieved party may
2 be awarded for the purpose of redressing, preventing, or deterring discrimination.

3
4 **FIFTH CAUSE OF ACTION**
5 **FOR WRONGFUL TERMINATION**
6 **IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA**
7 **AGAINST ALL DEFENDANTS**

8 82. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 38 inclusive, as
9 though set forth in full herein.

10 83. At all relevant times mentioned in this complaint, the FEHA was in full force and effect
11 and was binding on Defendants. This law requires Defendants to refrain, among other things, from
12 discriminating against any employee on the basis of gender, sex, and from retaliating against any
13 employee who engages in protected activity.

14 84. At all times mentioned in this complaint, it was a fundamental policy of the State of
15 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
16 gender, sex, and/or engagement in protected activity.

17 85. Plaintiff believes and thereon alleges that Plaintiff’s gender, sex, and/or engagement in
18 protected activity with respect to these protected classes, and/or some combination thereof, were factors
19 in Defendants’ conduct as alleged hereinabove.

20 86. Such discrimination and retaliation, resulting in the wrongful termination of Plaintiff’s
21 employment on the basis of gender, sex, Plaintiff’s complaining of discrimination due to these protected
22 classes, Plaintiff’s engagement in protected activity, and/or some combination of these factors, were a
23 proximate cause in Plaintiff’s damages as stated below.

24 87. The above said acts of Defendants constitute violations of the Government Code and the
25 public policy of the State of California embodied therein as set forth above. Defendants violated these
26 laws by discriminating and retaliating against Plaintiff and terminating Plaintiff’s employment in
27 retaliation for exercise of protected rights.

28 ///

1 88. The damage allegations of Paragraphs 39 through 42, inclusive, are herein incorporated
2 by reference.

3 89. The foregoing conduct of Defendants individually, or by and through their officers,
4 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
5 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
6 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
7 such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to
8 punitive damages in an amount appropriate to punish or make an example of Defendants.

9
10 **SIXTH CAUSE OF ACTION**
11 **FOR FAILURE TO PAY WAGES DUE**
12 **LABOR CODE §§201, 1182.12, 1194, 1194.2**
13 **AGAINST ALL DEFENDANTS**

14 90. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
15 though set forth in full herein.

16 91. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and
17 required by 8 Code of Regulations §11050, as set forth hereinabove. As alleged herein, Defendants
18 routinely failed to pay Plaintiff overtime compensation, and failed to provide him with his meal and rest
19 periods.

20 92. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8
21 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

22 93. Plaintiff has been deprived of Plaintiff's rightfully earned compensation as a direct and
23 proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to
24 recover such amounts, plus interest thereon, attorneys' fees and costs.

25 94. Labor Code §558(a) provides that any person acting on behalf of an employer who
26 violates, or causes to be violated, any statute or provision regulating hours and days of work in any order
27 of the Industrial Welfare Commission pay a civil penalty in the amount of \$50 for each underpaid
28 employee for each pay period in which the employee was underpaid in addition to an amount sufficient

1 to recover underpaid wages. Also, Labor Code §558(a) for each subsequent violation, the person acting
2 on behalf of an employer is liable in the amount of \$100 for each underpaid employee for each pay period
3 for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages.

4
5 **SEVENTH CAUSE OF ACTION**
6 **FOR FAILURE TO PAY OVERTIME COMPENSATION**
7 **LABOR CODE §§510, 1194**
8 **AGAINST ALL DEFENDANTS**

9 95. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
10 though set forth in full herein.

11 96. Labor Code §510 requires employers to pay their non-exempt employees one and one-half
12 times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40
13 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12
14 hours in a single day. It also requires employers to pay their non-exempt employees overtime
15 compensation for the first eight hours of work done on the seventh consecutive day of work done in any
16 work week and double-time compensation for any work done beyond the first eight hours on the seventh
17 consecutive day of work.

18 97. At all relevant times, Defendants required Plaintiff to work more than eight hours per day
19 and/or more than 40 hours per workweek.

20 98. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime
21 compensation required by Labor Code §510, 8 Code of Regulations §11050, and Industrial Welfare
22 Commission Order No. 5-2001.

23 99. In the four years last past, Plaintiff worked approximately 20-25 hours of overtime each
24 week, all of which should have been paid at 1.5 times or 2.0 times Plaintiff's regular hourly wage rate at
25 that time. Defendants failed to pay Plaintiff the requisite overtime wages in each of the following ways
26 in the four years immediately preceding the filing of this complaint:

27 a. From approximately October 25, 2021 to November 11, 2021, Plaintiff's hourly
28 overtime rate was \$22.50. During this time period, Plaintiff worked an average of 20 hours of overtime

1 each week, for 2 weeks, or 40 hours, but received only Plaintiff's regular hourly wage rate, no premium.
2 Therefore, Plaintiff is owed \$7.50 for each of those hours, totaling \$300.00. During this same time period,
3 Plaintiff's hourly double time rate was \$30.00. Plaintiff worked an average of 5 hours of double time
4 each week for 2 weeks, or 10 hours, but received only Plaintiff's regular hourly wage rate, no premium.
5 Thus, Plaintiff is owed \$15.00 for each of these hours, totaling \$150.00.

6 b. From approximately November 12, 2021 to March 3, 2022, Plaintiff's hourly
7 overtime rate was \$24.00. During this time period, Plaintiff worked an average of 20 hours of overtime
8 each week, for 16 weeks, or 320 hours, but received only Plaintiff's regular hourly wage rate, no
9 premium. Therefore, Plaintiff is owed \$8.00 for each of those hours, totaling \$2,560.00.

10 c. From approximately March 4, 2022 to May 5, 2022, Plaintiff's hourly overtime
11 rate was \$25.50. During this time period, Plaintiff worked an average of 20 hours of overtime each week,
12 for 9 weeks, or 180 hours, but received only Plaintiff's regular hourly wage rate, no premium. Therefore,
13 Plaintiff is owed \$8.50 for each of those hours, totaling \$1,530.00.

14 d. From approximately May 6, 2022 to June 4, 2022, Plaintiff's hourly overtime rate
15 was \$27.75. During this time period, Plaintiff worked an average of 20 hours of overtime each week, for
16 4 weeks, or 80 hours, but received only Plaintiff's regular hourly wage rate, no premium. Therefore,
17 Plaintiff is owed \$9.25 for each of those hours, totaling \$740.00.

18 100. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor
19 Code §510, 8 Code Regulations §11150, and Industrial Welfare Commission Order No. 15-2001.

20 101. Thus, for the entirety of the time periods set forth above, Plaintiff is owed overtime wages
21 of \$5,280.00.

22 102. Plaintiff has been deprived of Plaintiff's rightfully earned overtime compensation as a
23 direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is
24 entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

25 ///

26 ///

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28 ///

EIGHTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE MEAL AND REST BREAKS
LABOR CODE §§226.7, 512
AGAINST ALL DEFENDANTS

103. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

104. 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.

105. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion thereof.

106. In the four years last past, Plaintiff regularly worked in excess of five hours per day, and was thereby entitled to take uninterrupted 30-minute meal periods and two 10-minute rest periods on each day of work.

107. Defendants failed and refused to provide Plaintiff with meal and rest periods, and failed to compensate Plaintiff 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:

e. From approximately July 25, 2021 to November 11, 2021, Plaintiff's statutory 30-minute meal periods were missed, interrupted or cut short approximately 5 times per week for 16 weeks, or on approximately 80 days. During this same time period, Plaintiff was deprived of one or more of Plaintiff's statutory 10-minute rest periods on approximately 80 days (5 days per week for 16 weeks).

f. From approximately November 12, 2021 to March 3, 2022, Plaintiff's statutory 30-minute meal periods were missed, interrupted or cut short approximately 5 times per week for 16 weeks, or on approximately 80 days. During this same time period, Plaintiff was deprived of one or more of Plaintiff's statutory 10-minute rest periods on approximately 80 days (5 days per week for 16 weeks).

g. From approximately March 4, 2022 to May 5, 2022, Plaintiff's statutory 30-minute meal periods were missed, interrupted or cut short approximately 5 times per week for 9 weeks, or on

1 approximately 45 days. During this same time period, Plaintiff was deprived of one or more of Plaintiff's
2 statutory 10-minute rest periods on approximately 45 days (5 days per week for 9 weeks).

3 h. From approximately May 6, 2022 to June 4, 2022, Plaintiff's statutory 30-minute
4 meal periods were missed, interrupted or cut short approximately 5 times per week for 4 weeks, or on
5 approximately 20 days. During this same time period, Plaintiff was deprived of one or more of Plaintiff's
6 statutory 10-minute rest periods on approximately 20 days (5 days per week for 4 weeks).

7 108. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of 8
8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 5-2001. Consequently,
9 Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage,
10 whichever is greater, for each day that Plaintiff was denied such meal periods, and is owed one hour of
11 pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is greater, for each day
12 that Plaintiff was denied such rest periods, calculated as follows:

13 i. From approximately July 25, 2021 to November 11, 2021, Defendants failed to
14 provide Plaintiff with an uninterrupted statutory meal period on approximately 80 separate days.
15 Consequently, Plaintiff is owed one hour of pay at \$15.00 for each day, or \$1,200.00, plus interest
16 thereon, for unpaid missed or interrupted meal periods. During this same time period, Defendants failed
17 to provide Plaintiff with the statutory rest period on approximately 80 separate days. Consequently,
18 Plaintiff is owed one hour of pay at \$15.00 or each day, or \$1,200.00, plus interest thereon, for unpaid
19 rest periods. Thus, Plaintiff is owed a total of \$2,400.00, plus interest thereon, for unpaid meal and rest
20 periods for this time period.

21 j. From approximately November 12, 2021 to March 3, 2022, Defendants failed to
22 provide Plaintiff with an uninterrupted statutory meal period on approximately 80 separate days.
23 Consequently, Plaintiff is owed one hour of pay at \$16.00 for each day, or \$1,280.00, plus interest
24 thereon, for unpaid missed or interrupted meal periods. During this same time period, Defendants failed
25 to provide Plaintiff with the statutory rest period on approximately 80 separate days. Consequently,
26 Plaintiff is owed one hour of pay at \$16.00 or each day, or \$1,280.00, plus interest thereon, for unpaid
27 rest periods. Thus, Plaintiff is owed a total of \$2,560.00, plus interest thereon, for unpaid meal and rest
28 periods for this time period.

1 k. From approximately March 4, 2022 to May 5, 2022, Defendants failed to provide
2 Plaintiff with an uninterrupted statutory meal period on approximately 45 separate days. Consequently,
3 Plaintiff is owed one hour of pay at \$17.00 for each day, or \$765.00, plus interest thereon, for unpaid
4 missed or interrupted meal periods. During this same time period, Defendants failed to provide Plaintiff
5 with the statutory rest period on approximately 45 separate days. Consequently, Plaintiff is owed one
6 hour of pay at \$17.00 or each day, or \$765.00, plus interest thereon, for unpaid rest periods. Thus, Plaintiff
7 is owed a total of \$1,530.00, plus interest thereon, for unpaid meal and rest periods for this time period.

8 l. From approximately May 6, 2022 to June 4, 2022, Defendants failed to provide
9 Plaintiff with an uninterrupted statutory meal period on approximately 20 separate days. Consequently,
10 Plaintiff is owed one hour of pay at \$18.50 for each day, or \$370.00, plus interest thereon, for unpaid
11 missed or interrupted meal periods. During this same time period, Defendants failed to provide Plaintiff
12 with the statutory rest period on approximately 20 separate days. Consequently, Plaintiff is owed one
13 hour of pay at \$18.50 or each day, or \$370.00, plus interest thereon, for unpaid rest periods. Thus, Plaintiff
14 is owed a total of \$740.00, plus interest thereon, for unpaid meal and rest periods for this time period.

15 109. Thus, the total missed meal and rest period compensation owing Plaintiff for this time
16 period is \$7,230.00.

17 110. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and rest
18 breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

19 111. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
20 such amounts in the combined amount of \$7,230.00, pursuant to Labor Code §226.7(b), plus interest
21 thereon and costs of suit.

22
23 **NINTH CAUSE OF ACTION**
24 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
25 **LABOR CODE §§226 ET SEQ.**
26 **AGAINST ALL DEFENDANTS**

27 112. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
28 though set forth in full herein.

1 113. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-
2 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,
3 total deductions and net wages earned. An employer who violates these code sections is liable to its
4 employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the
5 initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay
6 period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is
7 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement
8 at all.

9 114. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates
10 Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation
11 occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

12 115. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
13 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
14 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and
15 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
16 by Plaintiff. Not one of the paystubs that Plaintiff received complied with Labor Code §226, and
17 contained almost none of the required information, including hours actually worked.

18 116. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

19 117. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
20 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
21 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
22 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
23 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
24 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
25 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at
26 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

27 ///

28 ///

1 118. Plaintiff was paid on a bi-weekly basis. Consequently, Defendants are liable to Plaintiff
2 for Plaintiff's actual damages, or penalties up to the statutory maximum amount of \$4,000.00, whichever
3 is greater.

4 119. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
5 statutory penalties pursuant to Labor Code §226 and other applicable provisions, as well as attorneys'
6 fees and costs.

7
8 **TENTH CAUSE OF ACTION**
9 **FOR WAITING TIME PENALTIES**
10 **LABOR CODE §§201-203**
11 **AGAINST ALL DEFENDANTS**

12 120. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
13 though set forth in full herein.

14 121. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
15 other compensation due immediately upon termination or within 72 hours of resignation, as required.
16 These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and meal and rest
17 period compensation that Defendants should have paid, but did not pay to Plaintiff during the term of
18 Plaintiff's employment and which were, at the latest, due within the time restraints of Labor Code §§201-
19 203.

20 122. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
21 203.

22 123. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
23 is entitled to payment of Plaintiff's overtime, meal and rest periods as previously pleaded herein, and
24 more than \$7,770.00 in wait time penalties, calculated based on 30 days of Plaintiff's daily wage rate of
25 \$259.00, inclusive of overtime.

26 124. Based on Defendants' conduct as alleged herein, Defendants are liable for \$7,770.00 in
27 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
28 fees and costs.

ELEVENTH CAUSE OF ACTION
FOR PRIVATE ATTORNEY GENERAL ACT
LABOR CODE §2699
AGAINST ALL DEFENDANTS

125. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

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

127. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as previously pleaded in this Complaint.

128. On January 17, 2023, more than 65 calendar days before filing this Complaint, Plaintiff provided written notice by certified mail 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, 204, 226, 226.7, 226.8, 510, 512, 1174, 1182.12, 1194, 1194.2, and 1197 each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

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

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

1 131. These penalties recoverable for Plaintiff alone, for each of the violations occurring within
2 the calendar year immediately preceding the filing of this Complaint, total approximately \$6,300.00.
3 Plaintiff may also seek these same penalties on behalf of all other aggrieved employees.

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

6
7 **TWELFTH CAUSE OF ACTION**
8 **FOR UNFAIR COMPETITION**
9 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**
10 **AGAINST ALL DEFENDANTS**

11 133. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
12 though set forth in full herein.

13 134. Defendants' violations of 8 Code of Regulations §11150, Industrial Welfare Commission
14 Order No. 15-2001, Labor Code §§201-203, 226, 226.7, 510, 512, 1194, 2699 and other applicable
15 provisions, as alleged herein, including Defendants' failure and refusal to pay overtime wages,
16 Defendants' failure to provide meal and rest breaks, Defendants' failure to provide timely and accurate
17 wage and hour statements, Defendants' failure to pay compensation due in a timely manner upon
18 termination or resignation, constitute unfair business practices in violation of Business & Professions
19 Code §§17200, et seq.

20 135. As a result of Defendants' unfair business practices, Defendants have reaped unfair
21 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be
22 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

23 136. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent
24 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore
25 to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from
26 Plaintiff.

27 ///

28 ///

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendants and each of them, in an amount according to proof but estimated to be as follows:

1. For a money judgment representing compensatory damages including lost wages, earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money, together with interest on these amounts; for other special damages; and for general damages for mental pain and anguish and emotional distress and loss of earning capacity;

2. For payment of unpaid overtime compensation pursuant to Labor Code §§201, 510, 1194, Industrial Welfare Commission Order No. 15-2001, and 8 Code of Regulations §11150, in the amount of no less than \$5,280.00;

3. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512, in the amount of no less than \$7,230.00;

4. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

5. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less than \$7,770.00;

6. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than \$6,300.00 on Plaintiff's own behalf, and similar amounts on behalf of all of Defendants' aggrieved employees;

7. For prejudgment interest on each of the foregoing at the legal rate from the date the obligation became due through the date of judgment in this matter.

WHEREFORE, Plaintiff further seeks judgment against Defendants, and each of them, in an amount according to proof, as follows:

For a declaratory judgment reaffirming Plaintiff's equal standing under the law and condemning Defendants' discriminatory practices;

8. For injunctive relief barring Defendants' discriminatory employment policies and practices in the future, and restoring Plaintiff to Plaintiff's former position with Defendants;

9. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

1 10. For injunctive relief compelling Defendants to report to federal and state authorities wages
2 earned by Plaintiff, and other employees, and pay all state and federal taxes owing, employer matching
3 funds, unemployment premiums, social security, Medicare, and workers' compensation premiums, all
4 this in an amount according to the proof;

5 11. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful
6 conduct, and failure to pay wages and other compensation in accordance with the law;

7 12. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor
8 Code and/or any other basis;

9 13. For post-judgment interest; and

10 14. For any other relief that is just and proper.

11 DATED: August 8, 2023

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

12
13 By: _____

Ramin R. Younessi, Esq.
Attorney for Plaintiff
LUZ MARIA DIAZ SANCHEZ

14
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16
17
18 **JURY TRIAL DEMANDED**

19 Plaintiff demands trial of all issues by jury.

20 DATED: August 8, 2023

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

21
22 By: _____

Ramin R. Younessi, Esq.
Attorney for Plaintiff
LUZ MARIA DIAZ SANCHEZ

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Ramin R. Younessi, Esq. (175020) - Law Offices of Ramin R. Younessi, A.P.L.C. 3435 Wilshire Boulevard, Suite 2200, Los Angeles, CA 90010 TELEPHONE NO.: (213) 480-6200 FAX NO. (Optional): (213) 480-6201 E-MAIL ADDRESS: ryounessi@younessilaw.com ATTORNEY FOR (Name): Plaintiff, Luz Maria Diaz Sanchez	FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 8/08/2023 3:08 PM David W. Slayton, Executive Officer/Clerk of Court, By S. Ruiz, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111. N. Hill Street MAILING ADDRESS: same as above CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Central District	CASE NAME: Luz Maria Diaz Sanchez vs. N Jol Foods, Inc., et al.
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)	Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: 23STCV18804	
JUDGE: DEPT.:	

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

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

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

a. ☐ Large number of separately represented parties b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. ☐ Substantial amount of documentary evidence	d. ☐ Large number of witnesses e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. ☐ Substantial postjudgment judicial supervision
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3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): Twelve (12)

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: 8/8/23

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

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 Column A that corresponds to the case type indicated in the Civil Case Cover Sheet

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

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

Applicable Reasons for Choosing Courthouse Location (Co	
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.	

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

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

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

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

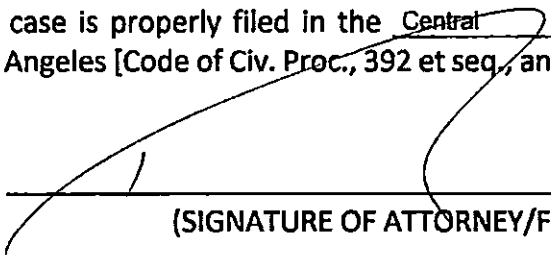
SHORT TITLE Luz Maria Díaz Sanchez vs. N Joi Foods, Inc., et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: ☐ 1. ☒ 2. ☒ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11			ADDRESS: 2855 Agoura Road
CITY: Westlake Village	STATE: CA	ZIP CODE: 91361	

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: 8/8/23


 (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.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 08/08/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u> S. Ruiz </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: 23STCV18804

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE		DEPT	ROOM	ASSIGNED JUDGE		DEPT	ROOM
✓	Robert B. Broadbelt	53					

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

on 08/08/2023
(Date)

By S. Ruiz, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 08/09/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u>C. Vaughn</u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		
PLAINTIFF: Luz Maria Diaz Sanchez		
DEFENDANT: N JOI FOODS, INC.		
NOTICE OF CASE MANAGEMENT CONFERENCE		CASE NUMBER: 23STCV18804

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date: 12/06/2023	Time: 8:30 AM	Dept.: 53
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NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions, pursuant to LASC Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code section 68608, subdivision (b), and California Rules of Court, rule 2.2 et seq.

Dated: 08/09/2023



Robert B. Broadbelt

Judicial Officer

CERTIFICATE OF SERVICE Robert B. Broadbelt / Judge

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

☒ by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

☐ by personally giving the party notice upon filing of the complaint.

Ramin R. Younessi, Esq.
 3435 Wilshire Blvd.
 Suite 2200
 Los Angeles, CA 90010

David W. Slayton, Executive Officer / Clerk of Court

Dated: 08/09/2023

By C. Vaughn
 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.

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 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



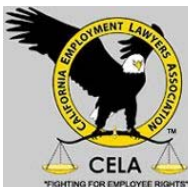
Consumer Attorneys
Association of Los Angeles



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.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – EARLY ORGANIZATIONAL MEETING			

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

The parties agree that:

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

SHORT TITLE:	CASE NUMBER:
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discussed in the “Alternative Dispute Resolution (ADR) Information Package” served with the complaint;

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

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

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

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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 _____)

➤ _____
(ATTORNEY FOR _____)

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

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

The parties agree that:

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

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

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

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Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR PLAINTIFF)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			

1. This document relates to:

☐

Request for Informal Discovery Conference

☐

Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).

4. **For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.**

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

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

The parties agree that:

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

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

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Date:

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Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR PLAINTIFF)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

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FILED
LOS ANGELES SUPERIOR COURT

MAY 11 2011

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

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

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

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

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

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

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

6
7 Whereas, in order to promote a meaningful discussion of pleading issues at the
8 Early Organizational Meeting and potentially to reduce the need for motions to
9 challenge the pleadings, it is necessary to allow additional time to conduct the Early
10 Organizational Meeting before the time to respond to a complaint or cross complaint
11 has expired;

12
13 Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in
14 which an action is pending to extend for not more than 30 days the time to respond to
15 a pleading "upon good cause shown";

16 Now, therefore, this Court hereby finds that there is good cause to extend for 30
17 days the time to respond to a complaint or to a cross complaint in any action in which
18 the parties have entered into the Early Organizational Meeting Stipulation. This finding
19 of good cause is based on the anticipated judicial efficiency and benefits of economic
20 case resolution that the Early Organizational Meeting Stipulation is intended to
21 promote.
22

23
24 IT IS HEREBY ORDERED that, in any case in which the parties have entered
25 into an Early Organizational Meeting Stipulation, the time for a defending party to
26 respond to a complaint or cross complaint shall be extended by the 30 days permitted
27
28

1 by Code of Civil Procedure section 1054(a) without further need of a specific court
2 order.

3
4 DATED: May 11, 2011

Carolyn B. Kuhl
Carolyn B. Kuhl, Supervising Judge of the
Civil Departments, Los Angeles Superior Court



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>

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Branch Name: Stanley Mosk Courthouse Mailing Address: 111 North Hill Street City, State and Zip Code: Los Angeles CA 90012	
SHORT TITLE: LUZ MARIA DIAZ SANCHEZ vs N JOI FOODS, INC. NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 23STCV18804

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Journal Technologies Inc.
 Reference Number: EF-844cd8c8dd1e
 Submission Number: 23LA01193002
 Court Received Date: 08/08/2023
 Court Received Time: 3:08 pm
 Case Number: 23STCV18804
 Case Title: LUZ MARIA DIAZ SANCHEZ vs N JOI FOODS, INC.
 Location: Stanley Mosk Courthouse
 Case Type: Civil Unlimited
 Case Category: Wrongful Termination
 Jurisdictional Amount: Over \$25,000
 Notice Generated Date: 08/08/2023
 Notice Generated Time: 3:52 pm

<u>Documents Electronically Filed/Received</u>	<u>Status</u>
Complaint	Accepted
Summons	Accepted
Civil Case Cover Sheet	Accepted

Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Journal Technologies Inc.

Contact: Journal Technologies Inc.

Phone: (877) 545-1842 Ext. 1

Superior Court of California
County of Los Angeles

,

Receipt EFM-2023-6807379.1

Date: 8/8/23 3:52 PM

Time: 8/8/23 3:52 PM

CASE # 23STCV18804

LUZ MARIA DIAZ SANCHEZ vs N JOI

Unlimited Civil- Compt/UD/Pet filed >25k - GC70611,70602.5,70602.6_Def endant	435.00
Court Transaction Fee	2.25

Case Total: 437.25

Total Paid: 437.25

23LA01193002