

SUM-100

SUMMONS
(CITACION JUDICIAL)

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

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

COMMAND SECURITY SYSTEMS, INC. & ITS ALTER EGOS, ARJUN SINGH GILL, BALBIR SINGH GILL, GAUTAM KUMAR, DOES 1-20

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

ARMANDO SANTIAGO

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

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

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

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

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

The name and address of the court is:

(El nombre y dirección de la corte es):

TORRANCE COURTHOUSE
825 MAPLE AVENUE, CA 90503

CASE NUMBER: (Número del Caso):

21TRCV00788

21TRCV00788

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):

CHINENYE A. IWEZE, ESQ., WIZE LAW FIRM, PC., 4221 WILSHIRE BLVD, STE 290-2, LOS ANGELES, CA 90010, (323)592-3160

DATE:

10-29-2021

Sherri R. Carter Executive Officer / Clerk of Court Clerk, by
(Fecha) (Secretario)

Y. Husen

Deputy
(Adjunto)

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

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

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

Page 1 of 1

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courts.ca.gov

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Print this form

Save this form

Clear this form

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 10/25/2021 Sherri R. Carter, Executive Officer / Clerk of Court By: <u> M. Horan </u> Deputy
COURTHOUSE ADDRESS: Torrance Courthouse 825 Maple Avenue, Torrance, CA 90503	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 21TRCV00788

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Deirdre Hill	M					

Given to the Plaintiff/Cross-Complainant/Attorney of Record

Sherri R. Carter, Executive Officer / Clerk of Court

on 10/27/2021
(Date)

By M. Horan, 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.

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): CHINENYE A. IWEZE, ESQ. [SBN: 333088] WIZE LAW FIRM, PC, 4221 Wilshire Blvd., Suite 290-2, Los Angeles, CA 90010 TELEPHONE NO.: 3235923160, 8889493525 FAX NO. (Optional): E-MAIL ADDRESS: attorneychi@wizelawfirm.com ATTORNEY FOR (Name): ARMANDO SANTIAGO	FOR COURT USE ONLY										
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 825 MAPLE AVENUE MAILING ADDRESS: CITY AND ZIP CODE: TORRANCE, CA 90503 BRANCH NAME: TORRANCE COURTHOUSE											
CASE NAME: SANTIAGO vs. COMMAND SECURITY SYSTEMS											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left; padding: 5px;">CIVIL CASE COVER SHEET</th> </tr> <tr> <td style="width: 50%; padding: 5px;"> ☒ Unlimited (Amount demanded exceeds \$25,000) </td> <td style="width: 50%; padding: 5px;"> ☐ Limited (Amount demanded is \$25,000 or less) </td> </tr> </table>	CIVIL CASE COVER SHEET		☒ Unlimited (Amount demanded exceeds \$25,000)	☐ Limited (Amount demanded is \$25,000 or less)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left; padding: 5px;">Complex Case Designation</th> </tr> <tr> <td style="width: 50%; padding: 5px;"> ☐ Counter </td> <td style="width: 50%; padding: 5px;"> ☐ Joinder </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) </td> </tr> </table>	Complex Case Designation		☐ Counter	☐ Joinder	Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
CIVIL CASE COVER SHEET											
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Complex Case Designation											
☐ Counter	☐ Joinder										
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)											
CASE NUMBER: 21TRCV00788											
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 |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 9
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: 10-21-2021

CHINENYE A. IWEZE, 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.

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

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

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

SHORT TITLE: Santiago vs Command Security Systems

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3	
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1, 2, 3	
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1, 2, 3	
	Fraud (16)	☐ A6013 Fraud (no contract)	1, 2, 3	
	Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3	
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3	
Employment	Wrongful Termination (36)	☐ A6037 Wrongful Termination	1, 2, 3	
	Other Employment (15)	☒ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	1, 2, 3 10	
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5	
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case ☐ A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11	
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1, 2, 5, 8	
	Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9	
		Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
		Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26)	☐ A6018 Mortgage Foreclosure	2, 6	
		☐ A6032 Quiet Title	2, 6	
		☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11	
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11	
	Unlawful Detainer- Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11	
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2, 6, 11	

SHORT TITLE	Santiago vs Command Security Systems	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus ☐ A6152 Writ - Mandamus on Limited Court Case Matter ☐ A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	☐ A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment ☐ A6160 Abstract of Judgment ☐ A6107 Confession of Judgment (non-domestic relations) ☐ A6140 Administrative Agency Award (not unpaid taxes) ☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax ☐ A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
	RICO (27)	☐ A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only ☐ A6040 Injunctive Relief Only (not domestic/harassment) ☐ A6011 Other Commercial Complaint Case (non-tort/non-complex) ☐ A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment With Damages ☐ A6123 Workplace Harassment With Damages ☐ A6124 Elder/Dependent Adult Abuse Case With Damages ☐ A6190 Election Contest ☐ A6110 Petition for Change of Name/Change of Gender ☐ A6170 Petition for Relief from Late Claim Law ☐ A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

SHORT TITLE: Santiago vs Command Security Systems

CASE NUMBER

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

REASON:

☒ 1. ☒ 2. ☒ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11.

ADDRESS:

222 NORTH SEPULVEDA BLVD. STE 200
EL SEGUNDO, CA 90245

CITY:

EL SEGUNDO

STATE:

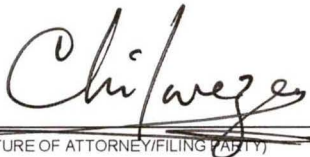
CA

ZIP CODE:

90245

Step 5: Certification of Assignment: I certify that this case is properly filed in the TORRANCE District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: 10-22-2021


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

Assigned for all purposes to: Torrance Courthouse, Judicial Officer: Deirdre Hill

CHINENYE A. IWEZE, ESQ. [SBN: 333088]
WIZE LAW FIRM, PC
4221 Wilshire Blvd., Suite 290-2
Los Angeles, CA 90010
(323)592-3160, (888)949-3529
attorneychi@wizelawfirm.com

Attorney For Plaintiff; **ARMANDO SANTIAGO**

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

ARMANDO SANTIAGO,

Plaintiff,

vs.

- COMMAND SECURITY
SYSTEMS, INC & ITS ALTER
EGOS;
 - ARJUN SINGH GILL,
 - BALBIR SINGH GILL,
 - GAUTAM KUMAR,
 - and DOES 1-20 inclusive,
- Defendants

Case No.

21TRCV00788

Unlimited Civil Jurisdiction

COMPLAINT FOR DECLARATORY
RELIEF AND DAMAGES FROM
VIOLATIONS INCLUDING:

FAILURE TO PAY OVERTIME WAGES

FAILURE TO PROVIDE MEAL PERIODS

FAILURE TO PROVIDE REST PERIODS

FAILURE TO PAY DUE WAGES AFTER
DEMAND HAS BEEN MADE

UNLAWFUL COLLECTION OF WAGES BY
EMPLOYER

FAILURE TO PAY ALL EARNED WAGES
UPON DISCHARGE

UNLAWFUL AND/OR UNFAIR BUSINESS
PRACTICES

LABOR CODE PRIVATE ATTORNEY
GENERAL ACT

INTRODUCTION

This is an action brought pursuant to the FLSA (Fair Labor Standard Act), California Labor Code, Wage order 4 & 5, Unfair Competition Law, the Fair Pay Act, and California's Unfair Competition Law, Business and Professions Code §17200, *et seq* and the State Common Law to obtain relief for Plaintiff to recover his unpaid overtime wages, plus unpaid bonuses, accrued vacation time and penalty interests accrued under the California Labor Law etc.

This action is brought to secure declaratory relief, compensatory and punitive damages to remedy Plaintiff, on Defendants' continued blatant violations of Plaintiff's rights, federal, state and local employment laws by failing to adequately compensate Plaintiff for the hours he worked.

Specifically, Defendants have consistently and uniformly violated the laws and have a consistent policy and practice of:

- (1) Failing to pay Plaintiff for all the Overtime wages worked and earned
- (2) Failing to provide Plaintiff with off-duty meal periods
- (3) Failing to provide Plaintiff with off-duty rest periods of at least ten minutes for every four hours or major fraction thereof worked
- (4) Knowingly and intentionally failing to furnish accurate itemized payroll records/wage statements
- (5) Willfully, failing to pay compensation owed after demands have been made numerous times.
- (6) Unlawfully collecting and withholding of Plaintiffs wages
- (7) Willfully refusing to pay due wages upon Plaintiff's resignation since March 30th, 2021
- (8) Continuously engaging in unlawful business practices and violating the Unfair Competition Law.
- (9) Continued violations of PAGA policies/labor codes

1 **JURISDICTION AND VENUE**

2 This Court has jurisdiction over this action pursuant to the Labor Code §§201-04, 226,
3 226.7, 510, 512, 558, 1194, 1197, 2698 *et seq*, 2699, Bus. & Prof. Code §17200 *et seq*,
4 and Wage Order 4 & 5. In addition, each Cause of action enumerated below arises from
5 California State laws and the events giving rise to this lawsuit took place in County of Los
6 Angeles California.

7 Venue is proper because Defendants' principal place of business is in Los Angeles, CA
8 and the Defendants all reside in this District. Also, Defendants employed Plaintiff and the
9 unlawful employment practices alleged herein giving rise to Plaintiff's claims, occurred in
10 this district.

11 **PARTIES**

12 **Plaintiff**, ARMANDO SANTIAGO (sometimes referred to as "Mr Santiago") currently
13 resides in Los Angeles, County of California. He was employed as a Trailer guard (&
14 Armed Guard) by the Defendants and at all times, remained a Non-Exempt Employee for
15 approximately 11 years that he was employed by Defendants.

16 **Defendants, and Former Employer** (sometimes collectively referred to as CSS) are:
17 **COMMAND SECURITY SYSTEMS INC**, - (*and all its alter egos including but not*
18 *limited to: LA'S BEST SECURITY INC, LA BEST INTERNATIONAL SECURITY*
19 *SERVICES, INC, L.A. BEST SECURITY SERVICES, INC., GK PROFESSIONAL*
20 *SERVICES INC. ETC*); **ARJUN GILL, BALBIR GILL, GAUTAM KUMAR**, Does 1-
21 20 inclusive.

22 (1) **COMMAND SECURITY SYSTEMS, INC**, hereinafter referred to as CSS, -
23 (and all its alter egos including but not limited to: LA'S BEST SECURITY INC,
24 LA BEST INTERNATIONAL SECURITY SERVICES, INC, L.A. BEST
25 SECURITY SERVICES, INC., GK PROFESSIONAL SERVICES INC. ETC.),
26 on information and belief is a limited liability corporation doing business in
27 California and is a company that employs over 25 employees and has its main
28 address at 222 North Sepulveda Blvd, Suite 200, El Segundo, CA 90245.

Plaintiff is informed and believes and thereon alleges that Defendants CSS & ITS
ALTER EGOS own and/or operate various Security Service businesses as a single
integrated enterprise. Plaintiff is informed and believes that Entity Defendants are
joint employers, working as a joint enterprise, and/or are the alter egos of
Defendants; **ARJUN GILL, BALBIR GILL, GAUTAM KUMAR**, of one
another and Does 1-20 inclusive.

1 (2) **ARJUN SINGH GILL** is an adult resident of California and at the relevant time,
2 is the Director, Member and Chief Executive Officer of Defendant CSS and the
3 listed person/Agent to whom Service of Process is to be made and on the entity's
4 statement of information filed with the California Secretary of State (See Exhibit –
C3223324: Secretary of State Information)

5 At all times relevant herein, Defendant ARJUN GILL was Plaintiff's employer
6 covered by the FLSA(Fair Labor Standards Act), California Labor Code and Wage
7 Order 4 & 5. ARJUN GILL, is a joint employer, working as a joint enterprise with
and/or the alter egos of Entity Defendants.

8 (3) **BALBIR SINGH GILL** is the President, Director, Secretary, Chief Financial
9 Officer and the Chief Executive Officer of LA Best International Security Services,
10 Inc (C2918811: Secretary of State Information). He is also the President, Chief
11 Executive Officer, Chief Financial Officer, Secretary and the listed Agent for
Service of Process for L.A. Best Security Services, Inc. (C2308974: Secretary of
State Information)

12 At all times relevant herein, Defendant BALBIR GILL planned and scheduled all
13 Plaintiffs hours and work locations and Plaintiff reported directly to him. He was
14 Plaintiff's employer and covered by the FLSA(Fair Labor Standards Act),
15 California Labor Code and Wage Order 4 & 5. BALBIR GILL is a joint employer,
working as a joint enterprise with and/or the alter ego of Entity Defendants

16 (4) **GAUTAM KUMAR** is the Agent for Service of Process for LA Best International
17 Security Services, Inc. and also the CEO and Agent for Service of Process for GK
18 Professional Services, Inc. He is also the Initial Agent for Service of Process for
19 **CSS - Command Security Systems, Inc.** (C3223324: Secretary of State
Information).

20 On information, knowledge and belief, Defendants; ARJUN GILL, BALBIR GILL
21 (SANTIAGO'S DIRECT SUPERVISOR), AND GAUTAM KUMAR are at all times, an
22 owner, director, officer, or managing agent of CSS and its alter egos and have caused or
23 caused to be violated the provisions regulating the Wages or Hours and days of work in
24 Wage Order 4 & 5 and Labor Code §1194 (a) which entitles an employee to recover his
unpaid overtime compensation, including interests thereon, in amounts to be proven, as
well as reasonable attorney's fees and costs.

25 Further, pursuant to Cal. Labor Code § 558.1 (a), any employer or other person acting on
26 behalf of an employer, who violates, or causes to be violated, any provision regulating
27 hours and days of work in any order of the Industrial Welfare Commission, or violates, or
28 causes to be violated..., applicable sections may be held liable as the employer for such
violation and... such person is a natural person who is an owner, director, Officer or
"managing agent" of an employer.

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- 1 • Plaintiff is informed and believes that Defendants; **ARJUN GILL, BALBIR**
2 **GILL, GAUTAM KUMAR** and Does 1-20 inclusive exercise complete control
3 over Entity Defendants and were during the relevant time period, listed as the
4 Director and/or Agent and/or sole member and/or manager and/or Chief Executive
5 Officer, Chief Financial Officer of Entity Defendants: COMMAND SECURITY
6 SYSTEMS INC & ALTER EGOS; LA'S BEST SECURITY INC, LA BEST
7 INTERNATIONAL SECURITY SERVICES, INC, L.A. BEST SECURITY
8 SERVICES, INC., GK PROFESSIONAL SERVICES INC. ETC on each entity's
9 statement of information filed with the California Secretary of State.
10
11 • There exists, and at all times herein mentioned, a unity of interest and ownership
12 between Defendants; **ARJUN GILL, BALBIR GILL, GAUTAM KUMAR** and
13 Does 1-20 inclusive on one hand, and Entity Defendants; COMMAND
14 SECURITY SYSTEMS INC & ALTER EGOS; LA'S BEST SECURITY INC, LA
15 BEST INTERNATIONAL SECURITY SERVICES, INC, L.A. BEST SECURITY
16 SERVICES, INC., GK PROFESSIONAL SERVICES INC. ETC, on the other
17 hand, such that the requisite degree of individuality and separateness among these
18 Defendants, and each of them, has ceased as the former have completely
19 controlled, dominated, managed and operated Entity Defendants for its sole and
20 exclusive benefit.
21
22 • Plaintiff is informed and believes and herein alleges that Defendants; **ARJUN**
23 **GILL, BALBIR GILL, GAUTAM KUMAR** and Does 1-20 inclusive are the
24 alter egos of the Entity Defendants, and Entity Defendants are the alter egos of one
25 another and the former have controlled the Entity Defendants as a device to avoid
26 individual agency and *respondeat superior* liability.
27
28 • Adherence to the fiction of the separate existence of Entity Defendants as entities
distinct from Defendants; **ARJUN GILL, BALBIR GILL, GAUTAM KUMAR**,
would permit continued abuse of the company privileges, sanction fraud, and
promote injustice.

1 **FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS –**

2 **FAILURE TO PAY OVERTIME WAGES**

3
4 **(In violation of the California Labor Code §§ 510, 558)**

5 Pursuant to the above the California Labor Code §§ 510, 558, which states:

6 (a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
7 workday and any work in excess of 40 hours in any one workweek and the first eight
8 hours worked on the seventh day of work in any one workweek shall be compensated at
9 the rate of no less than one and one-half times the regular rate of pay for an employee.
10 Any work in excess of 12 hours in one day shall be compensated at the rate of no less than
11 twice the regular rate of pay for an employee. In addition, any work in excess of eight
12 hours on any seventh day of a workweek shall be compensated at the rate of no less than
13 twice the regular rate of pay of an employee.

14 Mr Santiago worked for CSS approximately: 15hrs/day (Monday to Friday), 24hrs/day
15 (Saturday and Sunday – slept on site on weekends) and **for 10yrs and 9months**. Pursuant
16 to the California Labor Code §§ 510, 558 And Wage Order 4, he was not paid his earned
overtime over the years.

17 **He actually worked for 123hours/week (and got paid for only 40hours in a week)** and
18 is therefore owed approximately unpaid overtime plus other unpaid wages and benefits,
19 for approximately a period of 10years and 9months.

20 CSS violated the above code by its intentional failure to accurately report and thereby pay
21 Mr Santiago what he was owed including the calculation of the entitled double rate for
22 overtime, which resulted approximately in an owed balance of \$907,758.00 on unpaid
23 Overtime wages and other unpaid wages and accrued benefits.

24 **SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS –**

25 **FAILURE TO PROVIDE MEAL PERIODS**

26 **(In Violation Of Cal. Lab. Code §§ 226.7, 512 And Wage Order 4)**

27 **226.7.** (b): An employer shall not require an employee to work during a meal or rest or
28 recovery period mandated pursuant to an applicable statute.

(c) If an employer fails to provide an employee a meal or rest or recovery period in
accordance with a state law, the employer shall pay the employee one additional hour of

1 pay at the employee's regular rate of compensation for each workday that the meal or rest
2 or recovery period is not provided.

3 **512. (a)** An employer shall not employ an employee for a work period of more than five
4 hours per day without providing the employee with a meal period of not less than 30
5 minutes,.. An employer shall not employ an employee for a work period of more than 10
6 hours per day without providing the employee with a second meal period of not less than
7 30 minutes.

8 **Industrial Wage Order No. 4:** an employee is entitled to One and one-half (1 1/2) times
9 the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to
10 and including 12 hours in any workday, and for the first eight (8) hours worked on the
11 seventh (7th) consecutive day of work in a workweek; and (b) Double the employee's
12 regular rate of pay for all hours worked in excess of 12 hours in any workday and for all
13 hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in
14 a workweek.

15 CSS maintained a policy and /or practice that did not provide Mr Santiago with off-duty
16 meal periods as required by California law. Mr Santiago regularly worked in excess of
17 12hours a day (according to Santiago and also Witnesses/ Colleagues attestations) without
18 being provided at least half-hour meal periods in which he is relieved of all duties, as
19 required by Labor Code §226.7 and 512, and Wage Order 4 and pursuant to Cal. Lab.
20 Code 1182.13.

21 In violation of the above codes, CSS failed to pay Mr Santiago the resulting compensation
22 mandated by the Labor Code §226.7(b) for these missed meal periods, and as a result is
23 liable for the unpaid wages of approximately \$37,147.00 (**See Exhibit B – Timesheet**
24 **Snapshot for Armando Santiago**) plus civil penalties pursuant to Labor Code §558 and
25 2698 et seq.

26 **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS –**

27 **FAILURE TO PROVIDE REST PERIODS**

28 **(In Violation Of Cal. Lab. Code §226.7 And Wage Order 4)**

As earlier mentioned, Mr Santiago worked for 15hrs/day from Monday through Friday,
and worked for 24hrs on Saturdays and Sundays because he must sleep both days at the
construction site in a trailer on guard of the premises. CSS failed to provide Mr Santiago
with a thirty-minute, duty -free period within the first five work hours in a work day, nor a
second 30minutes duty free meal period after the ten hours in a work day.

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3 CSS also did not provide Mr Santiago with a ten minute, duty free period as the rest
4 periods that are required by Wage Order 4 (Employees are entitled to 10minutes rest for
5 shifts from three and one-half to six hours in length, 20minutes for shifts of more than six
6 hours up to 10 hours) and since CSS failed to provide the proper rest periods, it is liable to
7 Mr Santiago for one hour additional pay at the regular rate of compensation for each of
8 the workday that the rest periods were not provided pursuant to the Labor Code §226.7
9 and Wage Order 4 of approximately \$37,147.00, plus the reasonable attorney's fees and
10 accrued interests and penalties.

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FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS –
FAILURE TO FURNISH ACCURATE ITEMIZED PAYROLL RECORDS /
WAGE STATEMENTS

(In violation of Cal. Lab. Code § 226)

CSS violated the Cal. Lab. Code § 226 (a) by willfully failing to furnish Mr Santiago an
ACCURATE , itemized wage statements. The paycheck stubs furnished to Mr Santiago is
inaccurate because it does not reflect the number of hours that Mr Santiago actually
worked for e.g. in a given week, Mr Santiago works for approximately 75hrs/Mon-Fri (at
the rate of 15hrs/day, and 48hrs on weekends (every Saturday and Sunday) for a grand
total of **123hrs/week**) and since he is paid twice a month, his biweekly number of hours is
approximately is 246 hours every two weeks, However on the paycheck stub, CSS claims
that Mr Santiago worked for only 80hrs every two weeks (**See Exhibit – Paycheck stub
4533 – 02/12/2021**)

Mr Santiago has suffered enormous injury under Cal Code 226(2)(A) as a result of these
intentional inaccurate and incomplete information on his paycheck stubs as he cannot
promptly and easily determine from the wage statements alone the amount of his actual
gross earnings or net wages during each pay period.

CSS therefore is liable for civil penalties pursuant to Labor Code §226.3, and 2698 et seq.
and is also liable for costs and reasonable Attorney's fees pursuant to Cal. Labor Code
226(3)(h).

1 **FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS –**
2 **WILLFUL REFUSAL TO PAY DUE WAGES AFTER DEMAND HAS BEEN**
3 **MADE:**

4 (In violation of Labor Code §§ 216)

5 Pursuant To the Labor Code 216: In addition to any other penalty imposed by this article,
6 any person, or an agent, manager, superintendent, or officer thereof is guilty of a
7 misdemeanor, who: (a) Having the ability to pay, willfully refuses to pay wages due and
8 payable after demand has been made.

9 (b) Falsely denies the amount or validity thereof, or that the same is due, with intent to
10 secure for himself, his employer or other person, any discount upon such indebtedness, or
11 with intent to annoy, harass, oppress, hinder, delay, or defraud, the person to whom such
12 indebtedness is due.

13 CSS is in violation of the above code because it has willfully refused to pay Mr Santiago
14 the unpaid wages that it owes to him. Mr Santiago has written to CSS numerous times
15 (See Exhibit Demand Letter and Exhibit – Friendly Reminder Letter) informing the
16 Employer of the wages due and asking CSS to meet and confer in order to clarify, deny or
17 approve the unpaid wages, to which CSS had blatantly ignored, and as a result, secures for
18 itself the discounts upon such indebtedness resulting in a loss for Mr Santiago and
19 immense unjust enrichment for the Employer. CSS therefore is in violation of the Cal
20 Labor Code 216.

21 **SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS –**
22 **UNLAWFUL COLLECTION OF WAGES BY EMPLOYER**

23 (In violation of the Labor Code §§ 221 and 225.5.)

24 CSS has violated the Labor Code §221 and 225.5. which states that “It shall be unlawful
25 for any employer to collect or receive from an employee any part of wages theretofore
26 paid by said employer to said employee.” and “225.5. (b) which charges any willful or
27 intentional violation, two hundred dollars (\$200) for each failure to pay the employee,
28 plus 25 percent of the amount unlawfully withheld.

As shown earlier, CSS had continuously over the course of approximately 10years and
9months that Mr Santiago worked, withheld from Mr Santiago’s wages over thousands of
hours’ worth of pay and the accruing overtime and other aforementioned payments that
should have been made to Mr Santiago thus leading to the unjust enrichment of CSS. As a

1 result of this violation, CSS is liable for civil penalties pursuant to Cal. Labor Code
2 §225.5

3
4 **SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS –**
5 **REFUSAL TO PAY EMPLOYEE UPON DISCHARGE (WAITING TIME**
6 **PENALTIES)**

7 **(In Violation Of The California Labor Code §201 & 202, 203)**

8 Cal. Labor Code 201 & 202 codes mandate that an employer should pay its employees all
9 earned wages immediately upon discharge or within 72hours of the employees
10 resignation. Mr Santiago resigned on March 31st, 2021 and upon resignation is due all the
11 wages that he has earned immediately and CSS failed to make these payments within
12 72hrs of Mr Santiago's resignation nor after he made an official demand on them to pay and
also followed up with a reminder that they have not yet paid him.

13 Since CSS and its Officers have intentionally and willfully refused to pay him and have
14 continued to refuse to pay his overtime, double wages, other accrued and unpaid benefits
15 etc. as set forth in the California law, then pursuant to California Labor Code §203, Mr
16 Santiago is authorized to recover waiting time penalties in an amount equal to his daily
wages for up to thirty (30) days within the timeframes required by labor Code §§ 201 and
202.

17 **EIGHT CAUSE OF ACTION AGAINST ALL DEFENDANTS –**
18 **UNFAIR COMPETITION LAW**

19 **(In Violation Of California Business And Professions Code §§ 17200 Et Seq)**

20
21 Based upon information provided on the above violations of the California Labor Codes,
22 Wage Order 4 & 5, and General statutes, regulations and ordinances on Unpaid Overtime
23 wages, CSS, its alter egos, and Officers have engaged in unfair and unlawful business
24 practices complained of herein thereby lowering their labor costs and obtaining a
competitive advantage over law-abiding employers with which they compete.

25 Mr Santiago therefore seeks recovery of financial costs and reasonable attorney's fees
26 incurred in pursuing this claim and pursuant to code of civil procedure 1021.5 and
27 restitution in the amount wrongfully withheld by CSS, with accrued interests.

1 **NINTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**
2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”)**
3

4 [Cal. Lab. Code §2698 et seq)

5 Plaintiff, Armando Santiago is an “Aggrieved Employee” under PAGA, as he was
6 employed by Defendants during the applicable statutory period and suffered one or more
7 of the Labor Code violations herein. As such, he seeks the civil penalties provided by
 PAGA and to recover the reasonable attorney’s fees and costs.

8 On July 22nd, 2021, Plaintiff Santiago gave written notice by certified mail of
9 Defendants’ violations of various provisions of the California Labor Code as alleged in
10 this complaint to the Labor and Workforce Development Agency (“LWDA”) and
11 Defendants. (See Letter from Wize Law Firm, PC to LWDA and Defendants (July 22nd,
12 2021) attached hereto as part of Exhibit A.

13 The LWDA did not provide notice of its intention to investigate CSS and Co-Defendants’
14 violations within sixty-five (65) calendar days of the postmark date of the notice sent by
15 Plaintiff. (See Cal. Lab. Code §2699.3.

16 Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
17 Code provisions:

- 18 a. Failure to pay overtime wages in violation of Wage Order 5 and Labor Code §§
19 510 and 558
20 b. Failure to provide accurate itemized wage statements in violation of Labor Code §§
21 226(a) and 226.3
22 c. Failure to provide meal and rest periods in violation of Wage Order 5 and Labor
23 Code §§ 226.7, 512
24 d. Failure to keep required payroll records in violation of Wage Order 5 and Labor
25 Code §§1174 and 1174.5

26 **DECLARATORY RELIEF ALLEGATIONS**

27 All the allegations made in the preceding paragraphs are realleged and incorporated herein
28 by reference.

 A present and actual controversy exists between Plaintiff and Defendants concerning their
rights and respective duties. Plaintiff contends that Defendants violated his rights under
the FLSA (Fair Labor Standard Act), California Labor Code, Wage Order 4 & 5, Fair Pay
Act and other local and/or administrative codes and employment laws.

1 Plaintiff seeks a judicial declaration of the rights and duties of the respective parties.
2 Declaratory relief is therefore necessary and appropriate.

3 Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unlawful
4 and unfair business practices and acts, and is therefore authorized to pursue injunctive
5 relief against Defendants that is necessary to prevent further unfair business practices and
6 acts and Defendants' unjust enrichment.

7 Defendants acted or failed to act as herein alleged with malice or reckless disregard to the
8 protected rights of Plaintiff, and Plaintiff is thus entitled to recover punitive damages in an
9 amount to be determined according to proof.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment against
12 Defendants as follows:

- 13 1. A declaratory judgment that Defendants' actions complained of herein have
14 violated Plaintiff's rights under the FLSA (Fair Labor Standard Act) and the
15 California Labor Code.
- 16 2. An award to Plaintiff of damages in the amount of unpaid overtime wages,
17 other compensations and interests denied or lost to Plaintiff to date by reason of
18 Defendants' unlawful acts, subject to proof
- 19 3. An award to Plaintiff of one (1) hour of additional pay at the regular rate of
20 compensation for each workday that meal periods were not provided, pursuant
21 to California Labor Code §226.7 and Wage Order 5(11), and interest thereon.
- 22 4. An award to Plaintiff of one (1) hour of additional pay at the regular rate of
23 compensation for each workday that rest periods were not provided, pursuant to
24 California Labor Code §226.7 and Wage Order 5(12), and interest thereon
- 25 5. An award to Plaintiff and Class members for all unpaid gratuities and interest
26 thereon subject to proof at trial.
- 27 6. An award of damages and penalties to Plaintiff for Defendants' failure to
28 provide accurate itemized wage statements, pursuant to California Labor Code
§226(a)
7. An award of Waiting Time Penalties and interests, due to Plaintiff who has left
employ, pursuant to California Labor Code §203
8. For an Order that Defendants make restitution to Plaintiff due to their unlawful
business practices as described herein pursuant to California Business and
Professions Code §§ 17200 – 17205 and California Labor Code §1199

- 1 9. An award to Plaintiff of reasonable Attorneys' fees and costs, pursuant to
2 California Civil Procedure Code §1021.5, California Labor Code §§226, 1194,
3 2698(g) and/or other applicable law
4 10. An award of PAGA penalties as alleged herein; and
5 11. Such other and further relief as this court deems just and proper.

6 Respectfully Submitted

7
8 **October 20th, 2021**

WIZE LAW FIRM, PC

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14 CHINENYE A. IWEZE, ESQ.
15 Attorney for Plaintiff, ARMANDO SANTIAGO
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Exhibit A

**Filed Claim with DLSE
(Division of Labor Standards)**

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☐ Certified Mail Restricted Delivery \$0.00
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☐ Adult Signature Restricted Delivery \$0.00

0036
31

Postage \$1.40
Total Postage and Fees \$5.00

Sent To **BALBIR SINGH GILL**
Street and Apt. No., or PO Box No. **2600 SEPULVEDA BLVD STE 10 NORTH HILLS**
City, State, ZIP+4® **CA 91343**

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0036
31

Postage \$1.40
Total Postage and Fees \$5.00

Sent To **Arjun Singh Gill**
Street and Apt. No., or PO Box No. **222 North Sepulveda Blvd Ste 200**
City, State, ZIP+4® **El Segundo, CA 90245**

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0036
31

Postage \$1.40
Total Postage and Fees \$5.00

Sent To **Balbir S. Gill**
Street and Apt. No., or PO Box No. **222 North Sepulveda Blvd Ste 200**
City, State, ZIP+4® **El Segundo CA 90245**

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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For delivery information, visit our website at www.usps.com®.

Sydney, CA 91342

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0036
31

Postage \$1.40
Total Postage and Fees \$5.00

Sent To **Arjun Singh Gill**
Street and Apt. No., or PO Box No. **Command Security Systems Inc.**
7191 BERSHAM RD
City, State, ZIP+4® **EL SEGUNDO CA 90242**

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

**U.S. Postal Service™
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West Hills, CA 91307

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0036
31

Postage \$1.40
Total Postage and Fees \$5.00

Sent To **GAUTAM KUMAR**
Street and Apt. No., or PO Box No. **7138 Sate Avenue**
City, State, ZIP+4® **West Hills, CA 91307**

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

CLEAR

PRINT

Initial Report or Claim

FOR OFFICE USE ONLY

Taken by:

Case#:

Date filed:

IS THIS CLAIM RELATED TO COVID-19? NO ☐ YES ☐

If yes, explain: ☐ Business shut down ☐ Business layoff ☐ Sick leave unpaid/denied ☐ Exclusion pay unpaid

☐ Other (specify):

PRELIMINARY QUESTIONS

1. Is your claim about a public works project? [If your answer is "YES," STOP here, DO NOT FILL OUT THIS FORM, and fill out the "PW-1" claim form instead. If your answer is "NO," proceed with this form.]

2. Have you filed a retaliation complaint against your employer with the Labor Commissioner?

☐ YES, on: / /
Month Day Year

☒ NO [If you have been retaliated against, you may file a retaliation complaint by filling out another form, "RCI 1 Form"]

3. Is there a union contract covering your employment?

☐ YES [If "YES," attach a copy of the Collective Bargaining Agreement.]

☒ NO

4. Are other employees also filing wage claims against your employer? ☐ YES ☐ NO ☒ I DON'T KNOW

Part 1 : LANGUAGE ASSISTANCE & REPRESENTATION

5a. Do you need an interpreter?

☐ YES ☒ NO

5b. If you checked "YES" to Box 5a, enter the language needed

6a. If you are being assisted with your claim by a lawyer or other advocate, enter your ADVOCATE'S NAME and ORGANIZATION

Chinenye A. Iweze, Esq. WIZE LAW FIRM, A Professional Law Corporation

6b. ADVOCATE'S PHONE

(323) 592,3160

6c. Your ADVOCATE'S MAILING ADDRESS (Number, Street, Floor, Suite)

4221 Wilshire Blvd, Suite 290-2

CITY

Los Angeles

STATE

CA

ZIP CODE

90010

Part 2 : YOUR INFORMATION

7. Your FIRST NAME

ARMANDO

8. Your LAST NAME

SANTIAGO

9. HOME PHONE

2133043981
()

10. OTHER PHONE

2133043981
()

11. BIRTH DATE

08/19/1949

11a. Your EMAIL ADDRESS

attorneychi@wizelawfirm.com

12. Your MAILING ADDRESS (Street Number, Street Name, Apartment Number)

137 N. Rosemont Ave. #37

CITY

Los Angeles

STATE

CA

ZIP CODE

90026

Part 3 : CLAIM FILED AGAINST (EMPLOYER INFORMATION)

13. EMPLOYER / BUSINESS NAME(S)

COMMAND SECURITY SYSTEMS, INC. (a.k.a
LA Best International Security Services, Inc;
L.A. Best Security Services, Inc; GK Professnl.

14. EMPLOYER'S VEHICLE LICENSE PLATE #

15. EMPLOYER PHONE

8182663987

15a. EMPLOYER'S EMAIL ADDRESS

16. ADDRESS of EMPLOYER / BUSINESS (Street Number, Street Name, Floor, Suite):

222 N. SEPULVEDA BLVD. SUITE 200

CITY

EL SEGUNDO

STATE

CA

ZIP CODE

90245

17. ADDRESS where you worked, if different from Box 16 (Number, Street, Floor, Suite):

8600 SEPULVEDA BLVD. SUITE 10

CITY

NORTH HILLS

STATE

CA

ZIP CODE

91343

18. NAME of PERSON IN CHARGE (First Name, Last Name)

BALBIR GILL

19. JOB TITLE / POSITION of PERSON IN CHARGE

Chief Executive officer / Supervisor

20. TYPE OF BUSINESS

Security Services

21. TYPE OF WORK PERFORMED

Trailer/Armed Guard

22. TOTAL NUMBER

OF EMPLOYEES

Over 25

23. EMPLOYER STILL IN BUSINESS?

☒ YES ☐ NO ☐ DON'T KNOW

24. Check which box describes your employer, if you know: ☒ CORPORATION

☐ INDIVIDUAL

☐ PARTNERSHIP

☐ LLC

☐ LLP

PRINT YOUR NAME: Armando Santiago

Part 4 : FINAL WAGES / BOUNCED CHECKS

25. DATE OF HIRE 06 / 10 / 2010 Month Day Year	26. Check which box applies to you: ☐ Still working for employer ☐ QUIT on 03 / 31 / 2021 ☐ DISCHARGED on ____ / ____ / ____ Month Day Year Month Day Year Other (specify): _____
27a. If you QUIT, did you give 72 hours notice before quitting? ☒ YES ☐ NO	27b. If you QUIT, have you received your final payment of wages including all wages owed? ☐ YES, on: ____ / ____ / ____ Month Day Year ☐ NO
28. If you were DISCHARGED, have you received your final payment of wages including all wages owed? ☐ YES, on: ____ / ____ / ____ Month Day Year ☐ NO	
29a. How were your wages paid? ☐ BY CHECK ☐ BY CASH ☐ BY BOTH CASH & CHECK ☐ OTHER: _____	29b. If paid by check, did any of your paychecks "bounce" (for example, paycheck could not be cashed because employer has insufficient funds)? ☐ YES ☐ NO

Part 5 : HOURS YOU TYPICALLY WORKED

30. Check which box applies: ☒ My work hours and days of work were usually the same each week that I worked.
☐ My work hours and/or days of work varied per week or were irregular. **If you checked this box and you are claiming unpaid wages or meal and rest period violations, you should also fill out and submit the DLSE FORM 55.**

31. If your work hours and days of work were usually the same each week, give your BEST ESTIMATE below of the hours you usually worked and any time you took for a duty-free meal period during your TYPICAL workweek. DO NOT fill this out if your work hours were too irregular to estimate a typical or average workweek (instead fill out the DLSE Form 55).

	TIME WORK STARTED	TIME WORK ENDED	1st MEAL START TIME (if applicable)	1st MEAL END TIME (if applicable)	2nd MEAL START TIME (if applicable)	2nd MEAL END TIME (if applicable)	ONLY IF YOU WORKED A SPLIT SHIFT:	
DAY 1 of your workweek:	3.30 ☐ am ☒ pm	6.30 ☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	1st shift ended at ☐ am ☒ pm	2nd shift started at ☐ am ☒ pm
DAY 2 of your workweek:	3.30 ☐ am ☒ pm	6.30 ☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	1st shift ended at ☐ am ☒ pm	2nd shift started at ☐ am ☒ pm
DAY 3 of your workweek:	3.30 ☐ am ☒ pm	6.30 ☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	1st shift ended at ☐ am ☒ pm	2nd shift started at ☐ am ☒ pm
DAY 4 of your workweek:	3.30 ☐ am ☒ pm	6.30 ☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	1st shift ended at ☐ am ☒ pm	2nd shift started at ☐ am ☒ pm
DAY 5 of your workweek:	3.30 ☐ am ☒ pm	6.30 ☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	1st shift ended at ☐ am ☒ pm	2nd shift started at ☐ am ☒ pm
DAY 6 of your workweek:	6.30 ☐ am ☒ pm	6.30 ☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	1st shift ended at ☐ am ☒ pm	2nd shift started at ☐ am ☒ pm
DAY 7 of your workweek:	6.30 ☐ am ☒ pm	6.30 ☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	☐ am ☒ pm	1st shift ended at ☐ am ☒ pm	2nd shift started at ☐ am ☒ pm

Part 6 : PAYMENT OF WAGES

32. Were you paid or promised a **FIXED** amount of wages per pay period, no matter how many hours you worked (for example, \$400 per week, regardless of how many hours you worked)? YES ☐ NO ☒

I was paid \$ _____ per ☐ day ☐ week ☐ every 2 weeks ☐ month ☐ semi-monthly

I was promised \$ _____ per ☐ day ☐ week ☐ every 2 weeks ☐ month ☐ semi-monthly

33a. Were you an **HOURLY** employee? YES ☒ NO ☐

I was paid \$ 12.50 per hour.

I was promised \$ 17.25 per hour.

33b. If you were an **HOURLY** employee, were you paid or promised more than one hourly rate (based on the hours you worked or different job tasks)? ☒ YES ☐ NO

If YES, please specify:
Based on different Job task as Armed Guard in addition to my duties as a Trailer Guard.

34. Were you paid by **PIECE RATE**? ☐ YES ☒ NO

35. Were you paid by **COMMISSION**? ☐ YES ☒ NO

Part 7 : WAGES, COMPENSATION & PENALTIES OWED

36. CLAIMS (Check all boxes below that apply)	CLAIM PERIOD: START DATE (Month/ Day/ Year)	CLAIM PERIOD: END DATE (Month/ Day/ Year)	AMOUNT EARNED / CLAIMED
☐ REGULAR WAGES (for non-overtime hours)			\$
☒ OVERTIME WAGES (including double time)	06/10/2010	03/31/2021	\$ 980,988.00
☒ MEAL PERIOD WAGES	06/10/2010	03/31/2021	\$ 37,147.00
☒ REST PERIOD WAGES	06/10/2010	03/31/2021	\$ 37,147.00
☐ SPLIT SHIFT PREMIUM			\$
☐ REPORTING TIME PAY			\$
☐ COMMISSIONS ***			\$
☒ VACATION WAGES ***	06/10/2010	03/31/2021	\$ 18,876.00
☐ BUSINESS EXPENSES			\$
☐ UNLAWFUL DEDUCTIONS			\$
☒ PAID SICK LEAVE	06/10/2010	03/31/2021	\$ 21,500.00
☐ PAID SICK LEAVE Supplemental Paid Sick Leave			
☐ OTHER [provide separate explanation]			\$
ENTER SUBTOTAL (add all Amounts Earned/Claimed):			\$ 1,095,658.00
ENTER TOTAL AMOUNT PAID:			\$ 187,900.00
GRAND TOTAL OWED [Subtotal minus Total Amount Paid]:			\$ 907,758.00

37. Check box(es) if you are claiming:

☒ Waiting time penalties [Labor Code §203]

☐ Penalties for "bounced" checks (checks issued with insufficient funds) [Labor Code §203.1]

☒ Penalties for late payment wages [Labor Code §210]

☐ Liquidated damages for late payment wages [Labor Code §1194.2]

The amounts claimed are based on my best estimates at this time and may be adjusted based on further information, or based on assistance with my claim provided by DLSE.

Signed: Armando Santiago
Print Name: Armando Santiago

Date: 07-22-2021

In Reply Refer To: _____

VACATION PAY SCHEDULE

LABOR CODE SECTION 227.3. Unless otherwise provided by a collective bargaining agreement, whenever a contract of employment or employer policy provides for paid vacation, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to the employee as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide forfeiture of vested vacation time upon termination.

Armando Santiago Vs. Command Security Services, Inc.

Alleged vacation plan:

6 weeks/Yr

QUALIFYING PERIOD		AMOUNT OF VACATION EARNED	VACATION TAKEN	BALANCE DUE
FROM	TO			
06/10/2010	03/31/2021	14,520.00	0.00	14,520
FROM	TO			
FROM	TO			
FROM	TO			
FROM	TO			

2 weeks X 40 hours: 80 hours X \$16.00 per hour: TOTAL DUE: \$ 13,620.00

Determine amount of pro-rata vacation earned (See above vacation plan)

462 divided by 365 equals 1.3
of days accrued accrual percentage

1.3 times \$ 14,520 equals \$ 18,876
accrual percentage vacation earned amount due

From: DIR LaborComm.WCA.VNO LaborComm.WCA.VNO@dir.ca.gov
Subject: This is in reply to your email. Please read auto-reply carefully.
Date: July 20, 2021 at 5:31 PM
To: Wize Law Firm attorneychi@wizelawfirm.com



COVID-19 NOTICE

The Labor Commissioner's Office is committed to providing the best service possible while protecting the safety of our staff and the public we serve. In line with the Governor's stay-at-home executive order we are **temporarily closing our public information duty counter** in all district offices. We are following federal, state and local guidance on the COVID-19 emergency, and working to improve our operations to provide for social distancing and other safety measures. Some of our operations will be conducted remotely, with the need to postpone some work functions in order to protect the integrity of our process. We are also providing alternative ways to communicate and process case work. For the most current updates on office closures, please visit our website.

If You Have a Hearing:

Scheduled hearings will be postponed or held remotely by telephone. Please visit our website for more information.

If You Have a Conference:

Scheduled conferences may be held remotely by telephone. Please visit our website for more information.

If you have urgent questions, concerns and/or would like to request a continuance of a conference or hearing, please provide the following details to this email box:

- Full name
- Case number
- Name of assigned deputy or hearing officer
- Meeting location
- Reason for request (please do not provide private medical information)
- Contact details (telephone number and/or email)

IMPORTANT: parties are required to provide us with their most current contact information.

For other COVID-19 related inquiries, please visit:

- Coronavirus Disease (COVID-19) - FAQs on laws enforced by the California Labor Commissioner's Office
(Paid Sick Leave and other rights)

- [Essential Critical Infrastructure Guidelines](#) (Stay-at-home guidelines on essential and non-essential sectors)
- [California Department of Public Health](#) (COVID 19 Updates)
- [Office of Governor Gavin Newsom](#) (Executive Order Information)
- [Labor & Workforce Development Agency](#) (Worker and Employer Benefit Information)
- [Department Fair Employment & Housing](#) (Anti-discrimination information)
- [California Coronavirus \(COVID-19\) Response](#) (Financial help and other public resources)

CASE MANAGEMENT

Please be advised, this email address is for information on open or closed wage claims **ONLY**, as well as new wage claim filings.

If you have filed a claim less than 15 business days ago, it likely has been entered into our case management system but not yet assigned to a Deputy. When your case is assigned, you will be notified by mail and you will be provided the direct contact information for the Deputy assigned to investigate the case.

If you have received a Notice of Claim Filed, the Deputy is waiting for the employer's response and will notify you once it has arrived. If the employer wants to resolve the matter, the deputy will work with both parties to settle the matter without requiring a personal appearance.

- If the defendant **does not respond**, we will contact you with instructions for the next step; or
- If the defendant **does respond**, we will forward the response and provide you with instructions.

If you received a Notice of Claim and Conference, the conference date may appear to be far in the future. The Division handles thousands of claims a year, and we are doing our best to handle your claim in the order in which it was received. During this time, that does not mean that the deputy is not working on your case. If the employer responds to the Notice, the deputy will work with the parties to settle the matter before the conference.

During the waiting period(s), you will not hear from us unless the defendant contacts us, in which case, we will contact you. **Respectfully, we do not have the resources to provide status reports when there is no change in the case.** Your case remains active during the waiting period(s).

The most important thing you can do at this time is keep us informed of your current mailing address, phone number and email address.

If you are submitting additional correspondence related to open cases, upcoming hearings, requests for continuance, or additional documents requested by our office, please let this email serve as confirmation of receipt of your information. It is not necessary to submit duplicate documents via fax.

your information. It is not necessary to submit duplicate documents via fax because faxes are delivered electronically to the same email address.

Similarly, if you have submitted a new claim (a completed Initial Report or Claim/Form 1), please let this email serve as confirmation of receipt of your claim.

PUBLIC INFORMATION

We welcome your general questions about employment law and such inquiries should be emailed to dlse2@dir.ca.gov. Provide as much detail as you can about the issue you are having. While we cannot provide legal advice, we endeavor to give you as much guidance as we can.

We will answer your questions as quickly as possible in the order in which they were received. The California Department of Industrial Relations' Division of Labor Standards Enforcement (DLSE) adjudicates wage claims, investigates retaliation and public works complaints and enforces state labor laws.

To learn more about the functions of the DLSE, visit our web site at www.dir.ca.gov/dlse.

The foregoing has been provided for informational purposes only and does not constitute legal advice. Information contained here may not be relied upon or used as an official opinion of the Division of Labor Standards Enforcement (DLSE) in any forum. Access to, transmission or receipt of, or reliance upon this information from the DLSE does not create, and is not intended to create, an attorney/client relationship between you or any other person and the DLSE or between you or any other person.



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A Professional Law Corporation
The fierce urgency of now is your JUSTICE!

4221 Wilshire Blvd, Suite 290-2
Los Angeles, CA 90010
Phone: 888WIZELAW, 3235923160
Email: attorneychi@wizelawfirm.com

The Labor Commissioner, State of California
Labor & Workforce Development Agency
Division of Labor Standards Enforcement (DLSE)
Wage Claims Office
6150 Van Nuys Boulevard, Room 206
Van Nuys, CA 91401
(818) 901-5315
LaborComm.WCA.VNO@dir.ca.gov

July 22nd, 2021

Dear Sir/Madam

CLAIM FOR ARMANDO SANTIAGO: TO RECOVER OVERTIME & UNPAID WAGES

Introduction

This Claim is filed on behalf **Mr Armando B. Santiago** by Wize Law Firm, A Professional Law Corporation, to represent him against his former Employer, COMMAND SECURITY SYSTEMS, INC, to recover his unpaid overtime wages in the amount of **\$907,758.00** (Nine Hundred and Seven Thousand, Seven Hundred and Fifty-Eight Dollars), plus unpaid bonuses, accrued vacation time and penalty interests accrued under the California Labor Law. Also, this serves as a PAGA Notice Pursuant to California Labor Code §2699.3

Parties

Aggrieved Employee - ARMANDO SANTIAGO. C/O WIZE LAW FIRM, A Professional Law Corporation, located at 4221 Wilshire Blvd. Suite 290-2, Los Angeles, CA 90010.

Mr Santiago was employed as a Trailer guard (& Armed Guard) and at all times, remained a Non-Exempt Employee.

Former Employer is – COMMAND SECURITY SYSTEMS, INC, hereinafter referred to as **CSS**, - (and all its alter egos including but not limited to: LA's Best Security Inc, LA Best International Security Services, Inc, LA Best Security Services, Inc., GK Professional Services Inc. etc.). CSS is a company that employs over 25 employees and has its address at 222 North Sepulveda Blvd, Suite 200, El Segundo, CA 90245, Phone#: (818)2663987 (**See Exhibit A, for Identification of Employer – Form W-2**)

Pursuant to Cal. Labor Code § 558.1 (a), any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated..., applicable sections may be held liable as the employer for such violation and... such person is a natural person who is an owner, director, Officer or “managing agent” of an employer.



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4221 Wilshire Blvd, Suite 290-2

Los Angeles, CA 90010

Phone: 888WIZELAW, 3235923160

Email: attorneychi@wizelawfirm.com

1) Mr Arjun Singh Gill is the Director of CSS and the listed person/Agent to whom Service of Process is to be made (See Exhibit – C3223324: Secretary of State Information)

2) Mr Balbir Singh Gill is the President, Director, Secretary, Chief Financial Officer and the chief Executive officer of LA Best International Security Services, Inc (C2918811: Secretary of State Information). He is also the President, Chief Executive Officer, Chief Financial Officer, Secretary and the listed Agent for Service of Process for L.A. Best Security Services, Inc. (C2308974: Secretary of State Information)

3) Mr Gautam Kumar is the Agent for Service of Process for LA Best International Security Services, Inc. and also the CEO and Agent for Service of Process for GK Professional Services, Inc. He is also the Initial Agent for Service of Process for **CSS** - Command Security Systems, Inc. (C3223324: Secretary of State Information),

On information, knowledge and belief, Mr Arjun Gill, Mr Balbir Gill (Santiago's direct Supervisor), and Mr Gautam Kumar are at all times, an owner, director, officer, or managing agent of CSS and its alter egos and have caused or caused to be violated the provisions regulating the Wages or Hours and days of work in Wage Order 5 and Labor Code §1194 (a) which entitles an employee to recover his unpaid overtime compensation, including interests thereon, in amounts to be proven, as well as reasonable attorney's fees and costs.

Statement Of The Facts

Mr. Armando Santiago worked for CSS, from June 10th 2010 through March 31st, 2021 i.e. approximately 10yrs and 9months. During this period, he was employed as a Trailer Guard and sometimes as an Armed guard, where he performed daily duties which include but not limited to securing the area or work sites, monitoring the cameras and properties, patrolling the premises, answering the calls, observing, monitoring and reporting unlawful incidences to the police etc.

Mr Santiago worked 7 days a week non-stop, both on and off the clock hours including weekends & holidays. He worked: approximately: 15hrs/day (Monday to Friday), 24hrs/weekend day (Saturday and Sunday) for 10yrs & 9months. Mr Santiago did not have any paid leave and did not go for any. Also, he did not have any paid sick leave nor vacations.

The attached Exhibit –Timesheet for Santiago is a spreadsheet that calculated approximately, the number of hours worked, the amount and time period in years, what CSS paid and what CSS has left unpaid which amounts to unjust enrichment of CSS. **(See Exhibit B – Timesheet Armando Santiago)**

Failure To Pay Overtime Wages

In violation of the California Labor Code §§ 510, 558

Pursuant to the above the California Labor Code §§ 510, 558, which states: (a)Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work



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Los Angeles, CA 90010

Phone: 888WIZELAW, 3235923160

Email: attorneychi@wizelawfirm.com

in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Mr Santiago worked for CSS approximately: 15hrs/day (Monday to Friday), 24hrs/day (Saturday and Sunday – slept on site on weekends) and **for 10yrs and 9months**. Pursuant to the California Labor Code §§ 510, 558 And Wage Order 4, he was not paid his earned overtime over the years. **He actually worked for 123hours/week (and got paid for only 40hours in a week)** and is therefore owed approximately unpaid overtime plus other unpaid wages and benefits, for approximately a period of 10years and 9months.

CSS violated the above code by its intentional failure to accurately report and thereby pay Mr Santiago what he was owed including the calculation of the entitled double rate for overtime, which resulted approximately in an owed balance of \$907,758.00 on unpaid Overtime wages and other unpaid wages and accrued benefits.

Failure To Provide Meal Periods

(In Violation Of Cal. Lab. Code §§ 226.7, 512 And Wage Order 4)

226.7. (b): An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

512. (a) An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes,.. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.

Industrial Wage Order No. 4: an employee is entitled to One and one-half ($1\frac{1}{2}$) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

CSS maintained a policy and /or practice that did not provide Mr Santiago with off-duty meal periods as required by California law. Mr Santiago regularly worked in excess of 12hours a day (according to Santiago and also Witnesses/ Colleagues attestations) without being provided at



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Los Angeles, CA 90010

Phone: 888WIZELAW, 3235923160

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least half-hour meal periods in which he is relieved of all duties, as required by Labor Code §226.7 and 512, and Wage Order 4 and pursuant to Cal. Lab. Code 1182.13.

In violation of the above codes, CSS failed to pay Mr Santiago the resulting compensation mandated by the Labor Code §226.7(b) for these missed meal periods, and as a result is liable for the unpaid wages of approximately \$37,147.00 (**See Exhibit B – Timesheet Snapshot for Armando Santiago**) plus civil penalties pursuant to Labor Code §558 and 2698 et seq.

Failure To Provide Rest Periods

In Violation Of Cal. Lab. Code §226.7 And Wage Order 4

As earlier mentioned, Mr Santiago worked for 15hrs/day from Monday through Friday, and worked for 24hrs on Saturdays and Sundays because he must sleep both days at the construction site in a trailer on guard of the premises. CSS failed to provide Mr Santiago with a thirty-minute, duty -free period within the first five work hours in a work day, nor a second 30minutes duty free meal period after the ten hours in a work day.

CSS also did not provide Mr Santiago with a ten minute, duty free period as the rest periods that are required by Wage Order 4 (Employees are entitled to 10minutes rest for shifts from three and one-half to six hours in length, 20minutes for shifts of more than six hours up to 10 hours) and since CSS failed to provide the proper rest periods, it is liable to Mr Santiago for one hour additional pay at the regular rate of compensation for each of the workday that the rest periods were not provided pursuant to the Labor Code §226.7 and Wage Order 4 of approximately \$37,147.00, plus the reasonable attorney's fees and accrued interests and penalties.

Failure To Furnish Accurate Itemized Payroll Records / Wage Statements

In violation of Cal. Lab. Code § 226

CSS violated the Cal. Lab. Code § 226 (a) by willfully failing to furnish Mr Santiago an ACCURATE , itemized wage statements. The paycheck stubs furnished to Mr Santiago is inaccurate because it does not reflect the number of hours that Mr Santiago actually worked for e.g. in a given week, Mr Santiago works for approximately 75hrs/Mon-Fri (at the rate of 15hrs/day, and 48hrs on weekends (every Saturday and Sunday) for a grand total of **123hrs/week**) and since he is paid twice a month, his biweekly number of hours is approximately is 246 hours every two weeks. However on the paycheck stub, CSS claims that Mr Santiago worked for only 80hrs every two weeks (**See Exhibit – Paycheck stub 4533 – 02/12/2021**)

Mr Santiago has suffered enormous injury under Cal Code 226(2)(A) as a result of these intentional inaccurate and incomplete information on his paycheck stubs as he cannot promptly and easily determine from the wage statements alone the amount of his actual gross earnings or net wages during each pay period.



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CSS therefore is liable for civil penalties pursuant to Labor Code §226.3, and 2698 et seq. and is also liable for costs and reasonable Attorney's fees pursuant to Cal. Labor Code 226(3)(h).

Willful Refusal To Pay Due Wages After Demand Has Been Made

In violation of Labor Code §§ 216

Pursuant To the Labor Code 216: In addition to any other penalty imposed by this article, any person, or an agent, manager, superintendent, or officer thereof is guilty of a misdemeanor, who:

(a) Having the ability to pay, willfully refuses to pay wages due and payable after demand has been made.

(b) Falsely denies the amount or validity thereof, or that the same is due, with intent to secure for himself, his employer or other person, any discount upon such indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or defraud, the person to whom such indebtedness is due.

CSS is in violation of the above code because it has willfully refused to pay Mr Santiago the unpaid wages that it owes to him. Mr Santiago has written to CSS numerous times (**See Exhibit Demand Letter and Exhibit – Friendly Reminder Letter**) informing the Employer of the wages due and asking CSS to meet and confer in order to clarify, deny or approve the unpaid wages, to which CSS had blatantly ignored, and as a result, secures for itself the discounts upon such indebtedness resulting in a loss for Mr Santiago and immense unjust enrichment for the Employer. CSS therefore is in violation of the Cal Labor Code 216

Unlawful Collection of Wages By Employer

In violation of the Labor Code §§ 221 and 225.5.

CSS has violated the Labor Code §221 and 225.5. which states that “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.

As shown earlier, CSS had continuously over the course of approximately 10years and 9months that Mr Santiago worked, withheld from Mr Santiago's wages over thousands of hours' worth of pay and the accruing overtime and other aforementioned payments that should have been made to Mr Santiago thus leading to the unjust enrichment of CSS. As a result of this violation, CSS is liable for civil penalties pursuant to Cal. Labor Code § 225.5. (b) which charges any willful or intentional violation, two hundred dollars (\$200) for each failure to pay the employee, plus 25 percent of the amount unlawfully withheld.

Waiting Time Penalties

In Violation Of The California Labor Code §201 & 202, 203

Cal. Labor Code 201 & 202 codes mandate that an employer should pay its employees all earned wages immediately upon discharge or within 72hours of the employees resignation. Mr Santiago resigned on March 31st, 2021 and upon resignation is due all the wages that he has earned immediately and CSS failed to make these payments within 72hrs of Mr Santiago's resignation



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nor after he made an official demand on them to pay and also followed up with a reminder that they have not yet paid him.

Since CSS and its Officers have intentionally and willfully refused to pay him and have continued to refuse to pay his overtime, double wages, other accrued and unpaid benefits etc. as set forth in the California law, then pursuant to California Labor Code §203, Mr Santiago is authorized to recover waiting time penalties in an amount equal to his daily wages for up to thirty (30) days within the timeframes required by labor Code §§ 201 and 202

Unfair Competition Law

(In Violation Of California Business And Professions Code §§ 17200 Et Seq)

Based upon information provided on the above violations of the California Labor Codes, Wage Order 4, and General statutes, regulations and ordinances on Unpaid Overtime wages, CSS, its alter egos, and Officers have engaged in unfair and unlawful business practices complained of herein thereby lowering their labor costs and obtaining a competitive advantage over law-abiding employers with which they compete.

Mr Santiago therefore seeks recovery of financial costs and reasonable attorney's fees incurred in pursuing this claim and pursuant to code of civil procedure 1021.5 and restitution in the amount wrongfully withheld by CSS, with accrued interests.

Conclusion

CSS (& its alter egos) and its Officers have violated or caused to be violated, a number of California wage and hour laws and Mr Santiago humbly requests this Agency to investigate the above allegations and recover the owed unpaid wages and also provide Notice of the allegations pursuant to PAGA's provisions.

Very Truly Yours

Chinenye A. Iweze, ESQ

WIZE LAW FIRM, A Professional Law Corporation
Attorney For Mr Armando Santiago



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 and litigation and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

Main Types of ADR:

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

Mediation may be appropriate when the parties

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

Mediation may not be appropriate when the parties

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

How to arrange mediation in Los Angeles County

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

a. The Civil Mediation Vendor Resource List

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

- **ADR Services, Inc.** Case Manager patricia@adrservices.com (310) 201-0010 (Ext. 261)
- **JAMS, Inc.** Senior Case Manager mbinder@jamsadr.com (310) 309-6204
- **Mediation Center of Los Angeles (MCLA)** Program Manager info@mediationLA.org (833) 476-9145
 - Only MCLA provides mediation in person, by phone and by videoconference.

These organizations cannot accept every case and they may decline cases at their discretion.

Visit www.lacourt.org/ADR.Res.List for important information and FAQs before contacting them.

NOTE: This program does not accept family law, probate, or small claims cases.

b. Los Angeles County Dispute Resolution Programs

<https://wdacs.lacounty.gov/programs/drp/>

- Small claims, unlawful detainers (evictions) and, at the Spring Street Courthouse, limited civil:
 - Free, day-of-trial mediations at the courthouse. No appointment needed.
 - Free or low-cost mediations before the day of trial.
 - For free or low-cost Online Dispute Resolution (ODR) by phone or computer before the day of trial visit <http://www.lacourt.org/division/smallclaims/pdf/OnlineDisputeResolutionFlyer-EngSpan.pdf>

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

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>
4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/CI0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

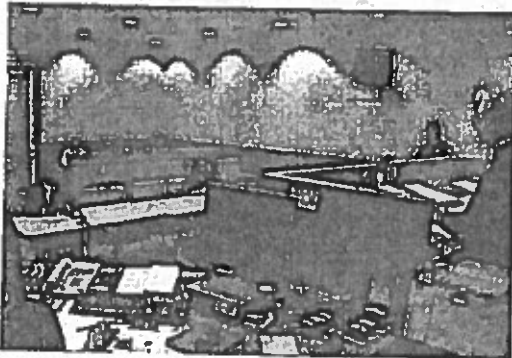


LOS ANGELES COUNTY
**CONSUMER &
BUSINESS AFFAIRS**



dcba.lacounty.gov

Resolve your lawsuit online before your trial date



Use Online Dispute Resolution from the County of Los Angeles Department of Consumer and Business Affairs. Our mediation services are available at no cost and can help you resolve your case from the comfort of your own home.

How We Can Help:

Efficient and effective: With Online Dispute Resolution, you are in control, not the courts. You decide whether a settlement is right for you. You save time and money, and avoid the inconvenience of going to Small Claims Court.

Flexible: You can select the schedule and type of Online Dispute Resolution that works best for you. You can live chat with a mediator, submit an offer to settle, or participate in a video mediation.

Experienced: Our trained mediators are neutral third parties who can help you reach a reasonable settlement.

How to get started with Online Dispute Resolution:

Visit our website

dcba.lacounty.gov

Email us at

mediation@dcba.lacounty.gov

Or call

(213) 974-0826

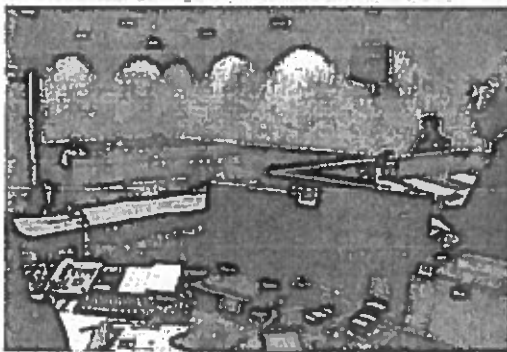


LOS ANGELES COUNTY
**CONSUMER &
BUSINESS AFFAIRS**



dcba.lacounty.gov

Resuelva su demanda por Internet antes de la fecha de su juicio



Use el servicio virtual de resolución de disputas (Online Dispute Resolution) del Departamento de Servicios Para Consumidores y Negocios del Condado de Los Ángeles. Nuestros servicios son gratuitos y pueden ayudarle a resolver su caso desde la comodidad de su hogar.

**Podemos ayudarle.
Nuestro servicio es:**

Eficiente y Eficaz: Con el servicio de resolución de disputas, usted está en control, no la corte. Usted decide si está satisfecho con el acuerdo logrado. Este método le puede ahorrar tiempo, dinero y evitarle la inconveniencia de ir a corte.

Flexible: Puede utilizar nuestro sistema virtual para seleccionar la fecha y el método más conveniente para usted. También podrá elegir la opción de comunicarse con su mediador por "chat", proponer su propio acuerdo, o participar en sesiones de mediación por videoconferencia.

Profesional: Nuestros mediadores están capacitados, son imparciales, y podrán ayudarle en llegar a un acuerdo razonable.

**Como iniciar una resolución
con nuestro servicio:**

Visite Nuestra Sitio Web

dcba.lacounty.gov

Envíe un Correo Electrónico

mediation@dcba.lacounty.gov

O Llame

(213) 974-0826

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

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

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

The parties agree that:

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

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

The following parties stipulate:

Date:	_____	> _____
	(TYPE OR PRINT NAME)	(ATTORNEY FOR PLAINTIFF)
Date:	_____	> _____
	(TYPE OR PRINT NAME)	(ATTORNEY FOR DEFENDANT)
Date:	_____	> _____
	(TYPE OR PRINT NAME)	(ATTORNEY FOR DEFENDANT)
Date:	_____	> _____
	(TYPE OR PRINT NAME)	(ATTORNEY FOR DEFENDANT)
Date:	_____	> _____
	(TYPE OR PRINT NAME)	(ATTORNEY FOR _____)
Date:	_____	> _____
	(TYPE OR PRINT NAME)	(ATTORNEY FOR _____)
Date:	_____	> _____
	(TYPE OR PRINT NAME)	(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEPENDANT:			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)		(ATTORNEY FOR PLAINTIFF)
Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Court'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: _____	> _____
_____ (TYPE OR PRINT NAME)	_____ (ATTORNEY FOR PLAINTIFF)
Date: _____	> _____
_____ (TYPE OR PRINT NAME)	_____ (ATTORNEY FOR DEFENDANT)
Date: _____	> _____
_____ (TYPE OR PRINT NAME)	_____ (ATTORNEY FOR DEFENDANT)
Date: _____	> _____
_____ (TYPE OR PRINT NAME)	_____ (ATTORNEY FOR DEFENDANT)
Date: _____	> _____
_____ (TYPE OR PRINT NAME)	_____ (ATTORNEY FOR _____)
Date: _____	> _____
_____ (TYPE OR PRINT NAME)	_____ (ATTORNEY FOR _____)
Date: _____	> _____
_____ (TYPE OR PRINT NAME)	_____ (ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____	_____
	JUDICIAL OFFICER

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

- This document relates to:
 - ☐ Request for Informal Discovery Conference
 - ☐ Answer to Request for Informal Discovery Conference
- Deadline for Court to decide on Request: _____ (Insert date 10 calendar days following filing of the Request).
- Deadline for Court to hold Informal Discovery Conference: _____ (Insert date 20 calendar days following filing of the Request).
- For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.