

SUMMONS (CITACION JUDICIAL)

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

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

ALLIANCE GROUND INTERNATIONAL, LLC, a Delaware limited liability company; and DOES 1 through 20, inclusive,

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

VERONICA DELGADO, an individual,

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/21/2023 12:08 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

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

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

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

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

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

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

CASE NUMBER: (Número del Caso):

23STCV17121

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

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

DATE: 07/21/2023
(Fecha)

David W. Slayton, Executive Officer/Clerk of Court

Clerk, by
(Secretario)

E. Galicia

, Deputy
(Adjunto)

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

(Para prueba de entrega de esta 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)

1 Ramin R. Younessi, Esq. (SBN 175020)
2 **LAW OFFICES OF RAMIN R. YOUNESSI**
3 **A PROFESSIONAL LAW CORPORATION**
4 3435 Wilshire Boulevard, Suite 2200
5 Los Angeles, California 90010
6 Telephone: (213) 480-6200
7 Facsimile: (213) 480-6201

8 Attorney for Plaintiff,
9 VERONICA DELGADO

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/21/2023 12:08 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

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

12 VERONICA DELGADO, an individual,
13 Plaintiff,

14 v.

15 ALLIANCE GROUND INTERNATIONAL,
16 LLC, a Delaware limited liability company; and
17 DOES 1 through 20, inclusive,
18 Defendants.

Case No. 23STCV17121

COMPLAINT FOR DAMAGES FOR:

1. RETALIATION (LAB. CODE §98.6);
2. RETALIATION (LAB. CODE §§1102.5, 1102.6);
3. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
4. FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);
5. FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§226.7, 512);
6. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);
7. WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);
8. PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ.);
9. UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.); AND

DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

1 COMES NOW PLAINTIFF, VERONICA DELGADO, and for causes of action against the
2 Defendants and each of them, alleges as follows:

3
4 **JURISDICTION**

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

9
10 **THE PARTIES**

11 2. Plaintiff, VERONICA DELGADO, is and at all times relevant hereto was a resident of the
12 County of Los Angeles, State of California.

13 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
14 hereto, Defendant ALLIANCE GROUND INTERNATIONAL, LLC (hereinafter referred to as
15 "Defendant" or "Employer") was and is a Delaware limited liability company doing business at 5761
16 West Imperial Highway, Los Angeles, in the County of Los Angeles, State of California

17 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
18 hereto, Employers owned and operated a private airline cargo handling company.

19 5. At all times relevant herein, Defendant and DOES 1-20 were Plaintiff's employers, joint
20 employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),
21 12940, subdivisions (a), (h), (1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more
22 persons and are therefore subject to the jurisdiction of this Court.

23 6. At all times relevant herein, Defendant and DOES 1-20 were Plaintiff's employers, joint
24 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
25 Commission Order No. 9-2001 and are each any "employer or other person acting on behalf of an
26 employer" as such term is used in Labor Code section 558, and liable to Plaintiff on that basis.

27 7. The true names and capacities, whether individual, corporate, associate, or otherwise, of
28 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore

1 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
2 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
3 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
4 Defendants is responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as alleged
5 hereinafter.

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

12 9. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
13 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit
14 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
15 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code
16 §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and
17 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed
18 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,
19 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and
20 actually causing Plaintiff harm.

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

24
25 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

26 11. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
27 of interest and ownership between Defendant and DOES 1-20 that the individuality and separateness of
28 defendants have ceased to exist.

1 12. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
2 purported corporate existence, Defendant and DOES 1-20 are, in reality, one and the same, including, but
3 not limited to because:

4 a. Defendant and DOES 1-20 are completely dominated and controlled by one
5 another, and personally committed the frauds and violated the laws as set forth in this complaint, and who
6 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
7 accomplish some other wrongful or inequitable purpose.

8 b. Defendant and DOES 1-20 derive actual and significant monetary benefits by and
9 through one another's unlawful conduct, and by using one another as the funding source for their own
10 personal expenditures.

11 c. Defendant and DOES 1-20, while really one and the same, were segregated to
12 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
13 accomplishing some other wrongful or inequitable purpose.

14 d. Defendant and DOES 1-20 do not comply with all requisite corporate formalities
15 to maintain a legal and separate corporate existence.

16 e. The business affairs of Defendant and DOES 1-20 are, and at all times relevant
17 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
18 inextricable confusion. Defendant and DOES 1-20 were at all times relevant hereto used by one another
19 as a mere shell and conduit for the conduct of certain of Defendant's affairs, and are, and were, the alter
20 ego of one another and DOES 1-20. The recognition of the separate existence of Defendants would not
21 promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for
22 violations of the Government Code and other statutory violations. The corporate existence of Defendant
23 and DOES 1-20 should be disregarded in equity and for the ends of justice because such disregard is
24 necessary to avoid fraud and injustice to Plaintiff herein.

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

27 14. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
28 thereon alleges that Defendant and DOES 1-20 are Plaintiff's joint employers by virtue of a joint

1 enterprise, and that Plaintiff was an employee of Defendant and DOES 1-20. Plaintiff performed services
2 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants
3 shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which
4 Defendants' business was and is conducted.

5 15. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
6 between DOES 1-20, Defendant, or any of them, (1) there is an express or implied agreement of
7 assumption pursuant to which Defendant and/or DOES 1-20 agreed to be liable for the debts of the other,
8 (2) the transaction between Defendant and/or DOES 1-20 amounts to a consolidation or merger of the
9 two corporations, (3) Defendant and/or DOES 1-20 are a mere continuation of the other, or (4) the transfer
10 of assets to Defendant and/or DOES 1-20 is for the fraudulent purpose of escaping liability for
11 Defendant's debts. Accordingly, Defendant and/or DOES 1-20 are the successors of one another and are
12 liable on that basis.

13 14 **FACTUAL ALLEGATIONS**

15 16. On or about December 1, 2021, Defendants hired Plaintiff to work as an office agent.
16 Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties satisfactorily
17 before Plaintiff was wrongfully terminated on or about May 23, 2022.

18 17. Between December 1, 2021, and May 23, 2022, Plaintiff's hourly wage rate was \$20.65.
19 During this time period, Plaintiff's fixed schedule was five days per week, for approximately 8 hours per
20 day.

21 18. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of
22 Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion
23 thereof.

24 19. Throughout Plaintiff's employment, Plaintiff did not receive an uninterrupted statutory
25 30-minute meal period for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff
26 worked. One or more of Plaintiff's 30-minute meal periods were not provided or were interrupted
27 approximately 5 times per week.

28 ///

1 20. Throughout Plaintiff's employment, Plaintiff complained to her supervisor, Pai Doe, about
2 not being provided her statutory meal and rest breaks. Plaintiff would complain to Pai Doe that although
3 she had to clock out for her meal break, she had to continue working and would eat simultaneously.
4 Plaintiff also complained to Pai Doe that they were understaffed, and there were no employees available
5 to relieve her from her job duties to take a statutory meal and rest breaks. Plaintiff's complaints were
6 never addressed by Pai Doe.

7 21. On or about May 18, 2022, Plaintiff's supervisor Pai Doe accused Plaintiff of not properly
8 making a delivery. Pai Doe became increasingly aggressive and began screaming in Plaintiff's face and
9 mockingly called her "Ms. Perfect." Pai Doe then threw a chair in Plaintiff's direction, but thankfully
10 Plaintiff was not harmed.

11 22. On or about May 23, 2023, Plaintiff sent an email to Melanie Hurdle from Human
12 Resource informing her about the incident that occurred with Pai Doe on May 18, 2022. Additionally,
13 Plaintiff informed Melanie Hurdle about some of the labor violations she experienced during her
14 employment with Defendants. Specifically, Plaintiff informed Melanie Hurdle that she is being asked to
15 clock out for her meal breaks, but she has to continue working off the clock. Plaintiff also informed
16 Melanie Hurdle that she does not get any of her statutory rest breaks.

17 23. That same day, on or about May 23, 2023, Plaintiff's employment was wrongfully
18 terminated.

19 24. Defendants retaliated against and wrongfully terminated Plaintiff's employment for
20 engaging in the protected activity of reporting violations of the Labor Code to her supervisor and Human
21 Resources. Defendants' discriminatory animus is evidenced by the previously mentioned facts.

22 25. Defendants' conduct described herein was undertaken, authorized, and/or ratified
23 Defendants' officers, directors and/or managing agents, including, but not limited to those identified
24 herein as DOES 1 through 20, who were authorized and empowered to make decisions that reflect and/or
25 create policy for Defendants. The aforementioned conduct of said managing agents and individuals was
26 therefore undertaken on behalf of Defendants who further had advanced knowledge of the actions and
27 conduct of said individuals whose actions and conduct were ratified, authorized, and approved by
28

1 managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified
2 and designated herein as DOES 1 through 20, inclusive.

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

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

9 28. Plaintiff claims general damages for emotional and mental distress and aggravation in a
10 sum in excess of the jurisdictional minimum of this Court.

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

16
17 **FIRST CAUSE OF ACTION**

18 **RETALIATION**

19 **LABOR CODE §98.6**

20 **AGAINST ALL DEFENDANTS**

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

23 31. Labor Code §98.6(a) prohibits an employer from discharging or discriminating against an
24 employee for political activities; for complaining that he or she is owed unpaid wages, for
25 whistleblowing; for assigning wage claims to the Labor Commissioner resulting from demotion,
26 suspension, or discharge for lawful conduct occurring during nonworking hours away from employer's
27 premises; for filing a complaint with the Labor Commissioner or testifying in such proceedings; for
28 initiating proceedings against the employer to collect civil penalties under the "Labor Code Private

1 Attorneys General Act;” and for exercising “any rights afforded him or her” under the Labor Code. Thus,
2 Section 98.6 prohibits an employer from discharging or in any manner discriminating or retaliating
3 against an employee who, among other things, has exercised her or her rights under that Chapter,
4 including the right to take meal breaks, and/or made a written or oral complaint that he or she is owed
5 unpaid wages. An employee who has been discharged or retaliated against in violation of Labor Code
6 §98.6 is entitled to recovery of a civil penalty against the employer in an amount not exceeding ten
7 thousand dollars (\$10,000.00) for each violation of that section.

8 32. Plaintiff is informed and believes, and based thereupon allege, that Plaintiff was
9 terminated from Plaintiff’s employment with Defendants as a result of Plaintiff complaints to her
10 supervisor and Human Resources about not receiving meal and/or rest breaks. Defendants’ retaliatory
11 animus is evidenced by, among other things, the following facts:

12 33. Throughout Plaintiff’s employment, Plaintiff complained to her supervisor Pai Doe that
13 she was not being provided her meal and rest breaks, and they were understaffed and there were no
14 employees available to relieve her from her job duties to take her statutory meal and rest breaks.

15 34. On May 23,2022, Plaintiff informed Melanie Hurdle from Human Resources that she does
16 not get any rest breaks, and she is forced to clock out for her meal breaks and has to continue working.

17 35. Defendants’ conduct described herein was undertaken, authorized, and/or ratified by
18 Defendants, and Defendants’ officers and/or managing agents, including Pai Doe and Melanie Hurdle
19 and those identified herein as DOES 1-20, who were authorized and empowered to make decisions that
20 reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents and
21 individuals was therefore undertaken on behalf of Defendants. Defendants further had advanced
22 knowledge of the actions and conduct of said individuals whose actions and conduct were ratified,
23 authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this
24 time and are therefore identified and designated herein as DOES 1-20, inclusive.

25 36. The damage allegations of Paragraphs 26 through 29, inclusive, are herein incorporated
26 by reference.

27 37. As a result of Defendants’ actions, Plaintiff is entitled to a civil penalty not to exceed
28 \$10,000.00 for Defendants’ violations of Labor Code § 98.6.

1 38. Because the acts taken toward Plaintiff were carried out by managerial employees acting
2 in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and
3 in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against
4 Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

5
6 **SECOND CAUSE OF ACTION**
7 **FOR RETALIATION**
8 **IN VIOLATION OF LABOR CODE §§ 1102.5 AND 1102.6**
9 **AGAINST ALL DEFENDANTS**

10 39. Plaintiff re-alleges and incorporates by reference all Paragraphs, inclusive, as though set
11 forth in full herein.

12 40. At all relevant times, Labor Code §1102.5(a) was in full force and effect, and was binding
13 on Defendants. This law prohibits an employer, or any person acting on behalf of the employer, from
14 discharging an employee or in any manner discriminating or retaliating against, or taking any adverse
15 action against, an employee because, among other things, the employee disclosed information to a
16 government or law enforcement agency, or to a person with authority over the employee or another
17 employee who has the authority to investigate, discover, or correct the violation or noncompliance, if the
18 employee has reasonable cause to believe that the information discloses a violation of state or federal
19 statute, or violation of or noncompliance with a local, state, or federal rule or regulation, regardless of
20 whether disclosing the information is part of the employee's job duties. Pursuant to Labor Code
21 §1102.5(f), in addition to other penalties, an employer that is a corporation or limited liability company
22 is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section.

23 41. Plaintiff reported suspected violations of the Labor Code to Plaintiff's supervisors Pai Doe
24 throughout her employment. Plaintiff would complain to Pai Doe that she is not being provided meal and
25 rest breaks. Additionally, on May 23, 2022, Plaintiff informed Melanie Hurdle that she is being forced
26 to clock out for her meal breaks, but she has to continue working. Plaintiff also informed Melanie Hurdle
27 that she is not provided any rest breaks.

1 42. Defendants subjected Plaintiff to the adverse employment action, including without
2 limitation, termination because Plaintiff reported the suspected violations of the Labor Code to Plaintiff's
3 supervisors and Human Resources.

4 43. Plaintiff's reports of these violations were a motivating and contributing factor for the
5 adverse employment actions by Defendants against Plaintiff.

6 44. Said conduct violates Labor Code Labor Code §1102.5 and Labor Code §1102.6, and such
7 violations were a proximate cause in Plaintiff's damages as hereinabove stated.

8 45. The damage allegations of Paragraphs 26 through 29, inclusive, are herein incorporated
9 by reference.

10 46. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed
11 \$10,000.00 for Defendants' violations of Labor Code § 1102.5.

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

18
19 **THIRD CAUSE OF ACTION**
20 **FOR WRONGFUL TERMINATION**
21 **IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA**
22 **AGAINST ALL DEFENDANTS**

23 48. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 25, inclusive, as
24 though set forth in full herein.

25 49. At all relevant times mentioned in this complaint, Labor Code §1102.5 was in full force
26 and effect and was binding upon Defendants and each of them. This law prohibits retaliation against
27 employees who disclose reasonable suspicions of illegal activity or conduct by their employer to a
28 government or law enforcement agency, or to employer itself. Labor Code §1102.5 reflects the State's

1 broad public policy interest in encouraging workplace "whistleblowers," who may without fear of
2 retaliation report concerns regarding an employer's suspected illegal conduct, irrespective of whether the
3 reporting is made to governmental agencies or to the employer itself, and irrespective of whether the
4 employee's suspicions are correct that the challenged conduct actually violates some law. Indeed, the
5 law in California is that an employee's good faith but mistaken belief in the illegality of his co-workers',
6 supervisor's, and employer's conduct is protected from employer retaliation in the whistle-blowing
7 context.

8 50. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's
9 engagement in protected activities under Labor Code §§ 98.6 and/or 1102.5 was a proximate cause in
10 Plaintiff's damages as stated below.

11 51. The damage allegations of Paragraphs 26 through 29, inclusive, are herein incorporated
12 by reference.

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

19
20 **FOURTH CAUSE OF ACTION**
21 **FOR FAILURE TO PAY WAGES DUE**
22 **LABOR CODE §§201, 1182.12, 1194, 1194.2**
23 **AGAINST ALL DEFENDANTS**

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

26 54. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and
27 required by 8 Code of Regulations §11090, as set forth hereinabove. As alleged herein, Defendants
28 routinely failed to pay for Plaintiff's missed meal and rest periods.

1 55. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8
2 Code of Regulations §11090, and Industrial Welfare Commission Order No. 9-2001.

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

6 57. Labor Code §558(a) provides that any person acting on behalf of an employer who
7 violates, or causes to be violated, any statute or provision regulating hours and days of work in any order
8 of the Industrial Welfare Commission pay a civil penalty in the amount of \$50.00 for each underpaid
9 employee for each pay period in which the employee was underpaid in addition to an amount sufficient
10 to recover underpaid wages. Also, Labor Code §558(a) for each subsequent violation, the person acting
11 on behalf of an employer is liable in the amount of \$100.00 for each underpaid employee for each pay
12 period for which the employee was underpaid in addition to an amount sufficient to recover the underpaid
13 wages.

14
15 **FIFTH CAUSE OF ACTION**
16 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**
17 **LABOR CODE §§226.7, 512**
18 **AGAINST ALL DEFENDANTS**

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

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

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

26 61. Between December 1, 2021, and May 23, 2022, Plaintiff regularly worked in excess of
27 five hours per day and was thereby entitled to take uninterrupted 30-minute meal periods and two 10-
28 minute rest periods on each day of work.

1 62. Defendant failed and refused to provide Plaintiff with meal and rest periods, and failed to
2 compensate Plaintiff for missed meal and rest periods, as required by Labor Code §§226.7 and the
3 applicable sections of 8 Code of Regulations §11090 and Industrial Welfare Commission Order No. 9-
4 2001, as follows:

5 a. From approximately December 1, 2021, to May 18, 2022, Plaintiff's statutory 30-
6 minute meal periods were interrupted and cut short approximately 5 times per week for 25 weeks, or on
7 approximately 125 days. During this same time period, Plaintiff was deprived of one or more of
8 Plaintiff's statutory 10-minute rest periods on approximately 125 days (5 days per week for 25 weeks).

9 63. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of 8
10 Code of Regulations §11090 and Industrial Welfare Commission Order No. 9-2001. Consequently,
11 Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage,
12 whichever is greater, for each day that Plaintiff was denied such meal periods, and is owed one hour of
13 pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is greater, for each day
14 that Plaintiff was denied such rest periods, calculated as follows:

15 a. From approximately December 1, 2021, to May 23, 2022, Defendants failed to
16 provide Plaintiff with an uninterrupted statutory meal period on approximately 125 separate days.
17 Consequently, Plaintiff is owed one hour of pay at \$20.65 for each day, or \$2,581.25, plus interest
18 thereon, for unpaid interrupted meal periods. During this same time period, Defendants failed to provide
19 Plaintiff with the statutory rest period on approximately 125 separate days. Consequently, Plaintiff is
20 owed one hour of pay at \$20.65 for each day, or \$2,581.25, plus interest thereon, for unpaid rest periods.
21 Thus, Plaintiff is owed a total of \$5,162.50, plus interest thereon, for unpaid meal and rest periods for
22 this time period.

23 64. Thus, the total missed meal and rest period compensation owing Plaintiff for this time
24 period is \$5,162.50.

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

27 ///

28 ///

1 66. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
2 such amounts in the combined amount of \$5,162.50, pursuant to Labor Code §226.7(b), plus interest
3 thereon and costs of suit.

4
5 **SIXTH CAUSE OF ACTION**
6 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
7 **LABOR CODE §§226 ET SEQ.**
8 **AGAINST ALL DEFENDANTS**

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

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

19 69. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates
20 Labor Code §226 during the one year immediately preceding the filing of a civil complaint alleging
21 violations of this section, is subject to a \$250.00 civil penalty for the initial pay period in which a violation
22 occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

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

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

2 72. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
3 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
4 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
5 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
6 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
7 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
8 meal period, and rest period wages.

9 73. Plaintiff was paid on a biweekly basis. Consequently, Defendants are liable to Plaintiff for
10 Plaintiff's actual damages, or penalties in the statutory maximum amount of \$4,000.00, whichever is
11 greater.

12 74. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
13 statutory penalties pursuant to Labor Code §226 and other applicable provisions, as well as attorneys'
14 fees and costs.

15
16 **SEVENTH CAUSE OF ACTION**
17 **FOR WAITING TIME PENALTIES**
18 **LABOR CODE §§201-203**
19 **AGAINST ALL DEFENDANTS**

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

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

27 77. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
28 203.

1 78. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
2 is entitled to payment of Plaintiff's meal and rest periods as previously pleaded herein, and more than
3 \$4,956.00 in wait time penalties, calculated based on 30 days of Plaintiff's daily wage rate of \$165.20,
4 inclusive of overtime.

5 79. Based on Defendants' conduct as alleged herein, Defendants are liable for \$4,956.00 in
6 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
7 fees and costs.

8
9 **EIGHTH CAUSE OF ACTION**
10 **FOR PRIVATE ATTORNEY GENERAL ACT**
11 **LABOR CODE §2699**
12 **AGAINST ALL DEFENDANTS**

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

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

18 82. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
19 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
20 previously pleaded in this Complaint.

21 83. On February 24, 2023, more than 63 calendar days before filing this Complaint, Plaintiff
22 provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail
23 to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby
24 satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 201,
25 202, 203, 226, 226.7, 226.8, 512, 1194, each of which is enumerated among the serious violations set
26 forth in Labor Code §2699.5.

27 ///

28 ///

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

4 85. As a direct and proximate result of Defendants' California Labor Code violations as set
5 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100.00 for each aggrieved employee per
6 pay period for the initial violation, and \$200.00 for each aggrieved employee per pay period for each
7 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
8 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
9 provide for a penalty, §§226.3, 226.7, 512, and 558.

10 86. Plaintiff may also seek these penalties on behalf of himself/herself and these same
11 penalties on behalf of all other aggrieved employees.

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

14
15 **NINTH CAUSE OF ACTION**
16 **FOR UNFAIR COMPETITION**
17 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**
18 **AGAINST ALL DEFENDANTS**

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

21 89. Defendants' violations of 8 Code of Regulations §11090, Industrial Welfare Commission
22 Order No. 9-2001, Labor Code §§201-203, 226, 226.7, 512, 1194, 2699, and other applicable provisions,
23 as alleged herein, including Defendants' failure and refusal to pay wages, Defendants' failure to provide
24 meal and rest breaks, Defendants' failure to provide timely and accurate wage and hour statements,
25 Defendants' failure to pay compensation due in a timely manner upon termination or resignation
26 constitute unfair business practices in violation of Business & Professions Code §§17200, et seq.

27 ///

28 ///

90. As a result of Defendant's unfair business practices, Defendant has reaped unfair benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

91. Defendant's unfair business practices entitle Plaintiff to seek preliminary and permanent injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore to the Plaintiff the meal and rest break compensation and other monies and benefits unlawfully withheld from Plaintiff.

PRAYER FOR RELIEF

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

1. For civil penalties pursuant to Labor Code §98.6 in the amount of no less than \$10,000.00;
2. For civil penalties pursuant to Labor Code § 1102.5 in the amount of no less than \$10,000.00;
3. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512, in the amount of no less than \$5,162.50;
4. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;
5. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less than \$4,956.00;
6. For statutory penalties pursuant to Labor Code §2699(f) on Plaintiff's own behalf, and similar amounts on behalf of all of Defendants' aggrieved employees, in an amount according to proof;
7. For prejudgment interest on each of the foregoing at the legal rate from the date the obligation became due through the date of judgment in this matter.

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

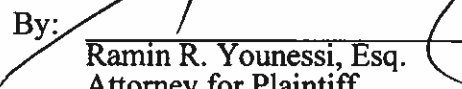
8. For injunctive relief barring Defendants' discriminatory employment policies and practices in the future, and restoring Plaintiff to Plaintiff's former position with Defendants;

///

- 1 9. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish
2 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;
3 10. For costs of suit, attorneys' fees, and expert witness fees pursuant to the Labor Code and/or
4 any other basis;
5 11. For post-judgment interest; and
6 12. For any other relief that is just and proper.

7
8
9 DATED: July 21, 2023

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

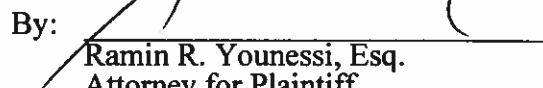
10
11 By: 
12 Ramin R. Younessi, Esq.
13 Attorney for Plaintiff
14 VERONICA DELGADO

15
16 **JURY TRIAL DEMANDED**

17 Plaintiff demands trial of all issues by jury.

18
19 DATED: July 21, 2023

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

20
21 By: 
22 Ramin R. Younessi, Esq.
23 Attorney for Plaintiff
24 VERONICA DELGADO
25
26
27
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Ramin R. Younessi, Esq. (175020) - Law Offices of Ramin R. Younessi, A.P.L.C. 3435 Wilshire Boulevard, Suite 2200, Los Angeles, CA 90010		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 7/21/2023 12:08 PM David W. Slayton, Executive Officer/Clerk of Court, By E. Galicia, Deputy Clerk	
TELEPHONE NO.: (213) 480-6200 FAX NO. (Optional): (213) 480-6201 E-MAIL ADDRESS: ryounessi@younessilaw.com ATTORNEY FOR (Name): Plaintiff, Veronica Delgado			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111. N. Hill Street MAILING ADDRESS: same as above CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Central District			
CASE NAME: Veronica Delgado v. Alliance Ground International LLC			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 23STCV17121
		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): Nine (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: 7/21/23
Ramin R. Younessi, Esq.
 (TYPE OR PRINT NAME)
- (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint RICO (27)

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

Miscellaneous Civil Petition

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

SHORT TITLE Veronica Delgado v. Alliance Ground International LLC	CASE NUMBER 23STCV17121
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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 Courthouse 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. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

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

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

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

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

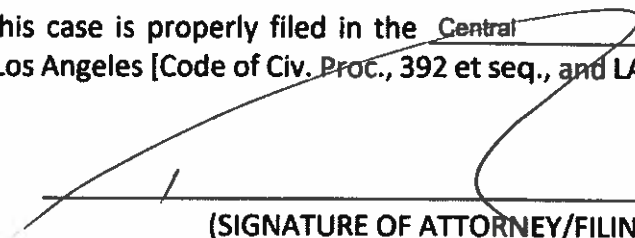
SHORT TITLE Veronica Delgado v. Alliance Ground International LLC	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: ☐ 1. ☒ 2. ☒ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11			ADDRESS: 5761 W Imperial Hwy
CITY: Los Angeles	STATE: CA	ZIP CODE: 90045	

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

Dated: 7/21/23


 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 07/21/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u>E. Galicia</u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 23STCV17121

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE		DEPT	ROOM	ASSIGNED JUDGE		DEPT	ROOM
✓	Cherol J. Nellon	14					

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

on 07/21/2023
(Date)

By E. Galicia, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 07/26/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u>R. Lomeli</u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		
PLAINTIFF: VERONICA DELGADO, an individual		
DEFENDANT: Alliance Ground International LLC, a Delaware limited liability comp		
NOTICE OF CASE MANAGEMENT CONFERENCE		CASE NUMBER: 23STCV17121

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

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

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

Date: 12/07/2023	Time: 8:30 AM	Dept.: 14
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NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

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

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

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

Dated: 07/26/2023



Cherol J. Nellon

Judicial Officer

CERTIFICATE OF SERVICE *Cherol J. Nellon / Judge*

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

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

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

Ramin Ray Younessi
3435 Wilshire Blvd Ste 2200

Los Angeles, CA 90010

David W. Slayton, Executive Officer / Clerk of Court

By R. Lomeli
Deputy Clerk

Dated: 07/26/2023

**NOTICE OF
CASE MANAGEMENT CONFERENCE**

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk
 By Rizalinda Mina, Deputy

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

IN RE LOS ANGELES SUPERIOR COURT) FIRST AMENDED GENERAL ORDER
 – MANDATORY ELECTRONIC FILING)
 FOR CIVIL)

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **“Bookmark”** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **“Efiling Portal”** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **“Electronic Envelope”** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **“Electronic Filing”** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

- e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)
- f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.
- g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.
- h) **“Portable Document Format”** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

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

b) Represented Litigants

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

c) Public Notice

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

1 d) Documents in Related Cases

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

5 3) EXEMPT LITIGANTS

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

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

12 4) EXEMPT FILINGS

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

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

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

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

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

24 b) Lodgments

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

27 //

28 //

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

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

4 6) TECHNICAL REQUIREMENTS

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

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

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

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

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

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

24 f) Accompanying Documents

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

27 g) Multiple Documents

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

h) Writs and Abstracts

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

i) Sealed Documents

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

j) Redaction

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

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

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

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

8) EX PARTE APPLICATIONS

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

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

9) PRINTED COURTESY COPIES

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

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

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

11) SIGNATURES ON ELECTRONIC FILING

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

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

DATED: May 3, 2019



Kevin C. Brazile

KEVIN C. BRAZILE
Presiding Judge

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



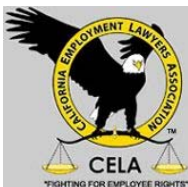
Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆Los Angeles County Bar Association Litigation Section◆

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

◆Consumer Attorneys Association of Los Angeles◆

◆Southern California Defense Counsel◆

◆Association of Business Trial Lawyers◆

◆California Employment Lawyers Association◆

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

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

The parties agree that:

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

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

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

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

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

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

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

The parties agree that:

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

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

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR PLAINTIFF)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)

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

- 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.**

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

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

The parties agree that:

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

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR PLAINTIFF)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

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FILED
LOS ANGELES SUPERIOR COURT

MAY 11 2011

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

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

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

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

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

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

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

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

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

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

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

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

3
4 DATED: May 11, 2011

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



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

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

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

What is ADR?

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

Advantages of ADR

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

Disadvantages of ADR

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

Main Types of ADR

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

Mediation may be appropriate when the parties

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

Mediation may not be appropriate when the parties

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

How to Arrange Mediation in Los Angeles County

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

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

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

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org
(833) 476-9145

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

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

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

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

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <https://my.lacourt.org/odr/>

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

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In “binding” arbitration, the arbitrator’s decision is final; there is no right to trial. In “nonbinding” arbitration, any party can request a trial after the arbitrator’s decision. For more information about arbitration, visit

<https://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court’s MSC programs for civil cases, visit <https://www.lacourt.org/division/civil/CI0047.aspx>

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