

SUMMONS (CITACION JUDICIAL)

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

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

INFOSYS LIMITED; and DOES 1 through 50, inclusive.

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/11/2023 1:43 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

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

MARIBEL MARTINEZ, an individual in her representative capacity.

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

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): Stanley Mosk Courthouse
Superior Court of California, County of Los Angeles
111 N. Hill St., Los Angeles, CA 90012

CASE NUMBER: (Número del Caso):

23STCV10613

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):

Frank H. Kim; Kim Legal, APC, 3435 Wilshire Blvd., Suite 2700, Los Angeles, CA 90010; (323) 482-3300

DATE: 05/11/2023
(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

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

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Frank H. Kim (SBN 264609) KIM LEGAL, APC 3435 Wilshire Blvd, Suite 2700 Los Angeles, CA 90010 TELEPHONE NO.: (323) 482-3300 FAX NO.: ATTORNEY FOR (Name): Maribel Martinez		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 5/11/2023 1:43 PM David W. Slayton, Executive Officer/Clerk of Court, By E. Galicia, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N Hill St. MAILING ADDRESS: 111 N Hill St. CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse			
CASE NAME: Martinez v. Infosys Limited			
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: 23STCV10613	
		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 (<i>not specified above</i>) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (<i>not specified above</i>) (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 | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | 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*): **PAGA**
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: May 10, 2023
 Frank H. Kim

(TYPE OR PRINT NAME)



Frank Kim

(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

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

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

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

Applicable Reasons for Choosing 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 Martinez v. Infosys Limited	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		☐ 2307 Construction Accidents	1, 4
		☐ 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	☐ 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		☐ 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon 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 Martinez v. Infosys Limited	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 Martinez v. Infosys Limited	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 Martinez v. Infosys Limited	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: 200 Oceangate, Suite 100
CITY: Long Beach	STATE: CA	ZIP CODE: 90802	

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: 05/10/2023

Frank Kim

(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.

FRANK H. KIM, State Bar No. 264609

fkim@kim-legal.com

KIM LEGAL, APC

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Los Angeles, CA 90010

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Telephone: (323) 487-9151

Facsimile: (866) 652-7819

*Attorneys for Plaintiff Maribel Martinez and
All Aggrieved Employees*

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

MARIBEL MARTINEZ, an individual in her
representative capacity,

Plaintiff,

vs.

INFOSYS LIMITED; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **23STCV10613**

Unlimited Civil

Amount Demanded exceeds \$25,000

**REPRESENTATIVE ACTION FOR CIVIL
PENALTIES UNDER THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004**

[Labor Code §2698, et seq.]

Plaintiff Maribel Martinez (“Martinez” or “Plaintiff”) brings this representative enforcement action in her representative capacity against Defendant Infosys Limited (“Defendant”), and DOES 1 through 50, inclusive, (collectively, “Defendants”), on the following grounds:

INTRODUCTION

1. Plaintiff brings this representative enforcement action under the Private Attorneys General Act of 2004 (codified in California Labor Code §§ 2698 et seq., “PAGA”) on behalf of

1 herself and all other current or former non-exempt Technology Lead employees of Defendants
2 in California that suffered at least one or more of the Labor Code violations alleged herein
3 within the applicable statute of limitations up to the time this action is brought to trial (referred
4 to herein as “Aggrieved Employees”).

5 2. Plaintiff alleges that during the relevant time period Defendants engaged in wage
6 and hour violations under the California Labor Code (“Labor Code”) and the Industrial Welfare
7 Commission (“IWC”) Wage Orders, as follows:

- 8 a. Failure to provide complaint meal periods and/or proper compensation;
- 9 b. Failure to provide compliant rest breaks and/or proper compensation;
- 10 c. Failure to pay all minimum, regular, and overtime wages;
- 11 d. Failure to reimburse for all business expenses;
- 12 e. Failure to maintain true and accurate records;
- 13 f. Failure to provide accurate itemized wage statements; and
- 14 g. Failure to timely pay all wages due

15 3. Plaintiff alleges that Plaintiff brings this PAGA representative action against
16 Defendants on behalf of herself and all other Aggrieved Employees of Defendants in California
17 seeking PAGA penalties, but only those civil penalties that are required to be shared with the
18 California Labor and Workforce Development Agency (“LWDA”) and no individual relief or
19 underpaid wages, pursuant to Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223,
20 225.5, 226, 226(e), 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
21 1198, and 2699, 2802, IWC Wage Order 4-2001 §§ 3-4, 7, 9, and 11-12.

22 4. By and through this representative enforcement action, Plaintiff seeks to recover
23 all available remedies including, but not limited to, civil penalties, reasonable attorneys’ fees
24 and litigation costs, as provided under California law.

25 5. All allegations in this Compliant are based upon information and belief except
26 those allegations specifically pertaining to Plaintiff and/or her counsel, which are based upon
27 personal knowledge. Each allegation in this Compliant has evidentiary support and/or is likely
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1 to have evidentiary support after reasonable opportunity for further investigation and formal
2 discovery.

3 6. Plaintiff reserves the right to name additional representatives throughout the State
4 of California.

5 **JURISDICTION AND VENUE**

6 7. This Court has jurisdiction over this action pursuant to California Code of Civil
7 Procedure (“Code of Civil Procedure”) § 410.10 and Labor Code §§ 2698 et seq. Pursuant to §§
8 2698 et seq., Plaintiff brings this action, in her representative capacity, on behalf of herself and
9 all other Aggrieved Employees

10 8. This Court has personal jurisdiction over Defendants because Defendants
11 conducts business in the state of California and has caused injuries in the county of Los Angeles
12 County, as well as throughout the state of California, through its acts, omissions, and violations
13 of the Labor Code and relevant IWC Wage Order.

14 9. Venue is proper in Los Angeles County Court pursuant to Cal. Civ. Proc. Code §§
15 395, 395.5 because Defendants maintains offices, transacts business, and/or has an agent in the
16 County of Los Angeles and Defendants are otherwise within this Court’s jurisdiction for
17 purposes of service of process. The unlawful acts alleged herein arose in the County of Los
18 Angeles and have a direct effect on Plaintiff and other Aggrieved Employees within the State of
19 California and the County of Los Angeles. On information and belief, Defendants employ
20 numerous individuals throughout the County of Los Angeles and the State of California.

21 **PARTIES**

22 10. Plaintiff is a former non-exempt employee of Defendant, who worked as a non-
23 exempt “Associate” from approximately January 2021 to January 2023.

24 11. Plaintiff is a currently a resident of Los Angeles.

25 12. Plaintiff earned an hourly wage of \$27.40 per hour.

26 13. Plaintiff is an “aggrieved employee” pursuant to the definition of Labor Code
27 Section 2699(c) because she was employed by Defendants and suffered multiple violations

1 committed by Defendant.

2 14. At all relevant times, Plaintiff and, on information and belief, other Aggrieved
3 Employees of Defendants in California, were subject to the same policies, practices, and
4 procedures governing their employment and their payment of wages and hours worked.

5 15. Defendant Infosys Limited is organized under the laws of the State of Texas and
6 conducts business in California. Defendant is doing business throughout the State of California,
7 including the County of Los Angeles.

8 16. Defendants' wrongful conduct, as herein alleged, occurred in Los Angeles
9 County and in various counties throughout the State of California.

10 17. Plaintiff is informed and believes, and thereon alleges, that Defendant Infosys
11 Limited is, and at all relevant times was, authorized to do business and did business in the State
12 of California, and was Plaintiff's and Aggrieved Employees' "employer" as defined in and
13 subject to the Labor Code and the Applicable Wage Order.

14 18. Each of the fictitiously named Defendants participated in the acts alleged in this
15 Complaint. The true names and capacities of the Defendants named as DOES 1 through 50,
16 inclusive, are presently unknown to Plaintiff. Plaintiff will amend this Complaint, setting forth
17 the true names and capacities of these fictitiously named Defendants when their true names are
18 ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the
19 fictitious Defendants have participated in the acts alleged in this Complaint.

20 19. Plaintiff and all other Aggrieved Employees are, and at all relevant times were,
21 employees of each Defendant, including DOES 1 through 50, within the meanings set forth in
22 the Labor Code and the Applicable Wage Order.

23 20. Defendants, including DOES 1 through 50, are Plaintiff's employers or persons
24 acting on behalf of Plaintiff's employers, within the meaning of Labor Code section 558, who
25 violated or caused to be violated, a section of Part 2, Chapter 1 on the Labor Code or any
26 provision regulating hours and days of work in any order of the IWC and, as such, are subject to
27 civil penalties for each underpaid employee, as set forth in section 558, at all relevant times.

21. Defendants, including DOES 1 through 50, are Plaintiff's employers, or persons acting on behalf of Plaintiff's employers, within the meaning of Labor Code section 558.1, who violated or caused to be violated at least one of the provisions regulating minimum wages or hours and days of work in an order of the IWC, or who violated or caused to be violated at least one of sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code and, as such, are subject to civil penalties for each underpaid employee, as set forth in section 558.1, at all relevant times.

22. Defendants, including DOES 1 through 50, are Plaintiff's employers or persons acting on behalf of Plaintiff's employers either individually or as officers, agents, or employees of another person, within the meaning of Labor Code section 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

23. At all relevant times, each Defendant, whether names or fictitious, was the agent, employee or other person acting on behalf of each other Defendant, and, in participating in the acts alleged in this Complaint, acted within the scope of such agency or employment and ratified the acts of the other.

24. Each Defendant, whether named or fictitious, exercised control over Plaintiff's wages, working hours, and/or working conditions.

25. Each Defendant, whether named or fictitious, acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy, and the acts of each Defendant are legally attributed to the other Defendants.

26. Each Defendant, whether named or fictitious, was the alter ego of each of the other Defendants at all relevant times herein.

27. A unity of interest and ownership between each Defendant, whether named or fictitious exists such that all Defendants acted as a single employer of Plaintiff and all other Aggrieved Employees.

GENERAL ALLEGATIONS

1 28. Plaintiff is a former employee of Defendants who worked as an “Associate” from
2 January 2021 until January 2023.

3 29. Defendant Infosys Limited is a Texas corporation doing business in California.
4 Plaintiff worked for Defendants at its location in Los Angeles County, California.

5 30. Plaintiff earned an hourly rate of \$27.40. Plaintiff typically worked 40 or more
6 hours a week.

7 31. At all times throughout Plaintiff’s employment, Plaintiff was classified as a non-
8 exempt employee and was to be compensated on an hourly basis at all relevant times. On
9 information and belief, other Aggrieved Employees were classified as non-exempt employees
10 and were compensated on an hourly basis during the relevant time period.

11 32. On information and belief, Plaintiff and other Aggrieved Employees of
12 Defendants have been subject to the same policies, practices, and procedures governing the
13 control and payment of wages and hours worked and have been denied specific rights afforded to
14 them under the California Labor Code and Applicable Wage Order.

15 33. Plaintiff was scheduled to work five days per week for eight hour each day.
16 Defendants instructed Plaintiff to clock in at 7 a.m. and clock out at 4 p.m., with an hour break in
17 between, regardless Plaintiff’s actual hours worked.

18 34. Plaintiff and, on information and belief, other Aggrieved Employees of
19 Defendants regularly work shifts in excess of five hours, but Defendants have failed to provide
20 them with compliant off-duty meal periods before the commencement of their sixth hour of
21 work, as required by Labor Code section 512 and the Meal Periods section of the Applicable
22 Wage Order.

23 35. Defendants maintained the policy and practice of not providing Plaintiff and, on
24 information and belief, other Aggrieved Employees with legally compliant meal periods, even
25 though Plaintiff and other Aggrieved Employees were classified as non-exempt employees and
26 worked more than five (5) hours during their workday.

27 36. For example, although Defendants purported to give Plaintiff and other Aggrieved
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1 Employees a 60-minute uninterrupted meal period, Plaintiff and other Aggrieved Employees
2 were often required to work through their meal periods and were unable to take 30-minute off-
3 duty, uninterrupted meal breaks and rest breaks because they were not relieved of all duties and
4 were required to stay on-duty to have working lunches and/or monitor phone calls from buyers
5 or customers.

6 37. Moreover, even though Plaintiff and other Aggrieved Employees took
7 interrupted, on-duty, and/or short meal breaks, the Defendants instructed Plaintiff and other
8 Aggrieved Employees to record a 60-minute meal period on their timekeeping records. As a
9 result, Defendants failed to pay Plaintiff and other Aggrieved Employees at least minimum
10 wages and/or overtime wages for the time spent working during on-duty meal periods, but
11 illegally deducted a full hour of work from Plaintiff's and other Aggrieved Employees' time
12 records.

13 38. Plaintiff and, on information and belief, other Aggrieved Employees of
14 Defendants did not sign a valid on-duty meal period agreement at any point during their
15 employment with Defendants, nor did they properly waive any of their meal periods.

16 39. Despite not providing employees with all required meal periods, Defendants have
17 failed to pay Plaintiff and, on information and belief, other Aggrieved Employees a premium
18 wage equivalent to one hour of pay at their regular rate of pay for all the times that Defendants
19 have failed to provide them with compliant meal periods in accordance with the Meal Periods
20 section of the Applicable Wage Order and Labor Code section 226.7.

21 40. The nature of Plaintiff's and other Aggrieved Employees' duties did not prevent
22 them from being relieved of all duties for a 30-minute, off-duty meal period.

23 41. Thus, as a result of Defendants' illegal policies, Plaintiff and, on information and
24 belief, other Aggrieved Employees were denied the opportunity to take legally compliant meal
25 periods, in violation of the applicable Wage Order.

26 42. Plaintiff and, on information and belief, other Aggrieved Employees of
27 Defendants regularly work shifts of at least three and a half hours long; however, for the same
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1 reasons that Defendants fail to provide Plaintiff and other Aggrieved Employees with compliant,
2 off-duty meal period, Defendants also failed to provide Plaintiff and other Aggrieved Employees
3 with compliant, off-duty rest periods of at least ten minutes for every four-hour work period, or
4 major fraction thereof.

5 43. Thus, Defendants had a pattern and practice of failing to authorize and permit
6 Plaintiff and, on information and belief, other Aggrieved Employees to take legally compliant
7 rest periods of at least ten minutes for every four-hour work period, or major fraction thereof.
8 Therefore, as a result of Defendants' illegal policies, Plaintiff and, on information and belief,
9 other Aggrieved Employees were not authorized or permitted to take legally compliant rest
10 periods, in violation of the applicable Wage Order.

11 44. Although Plaintiff and, on information and belief, other Aggrieved Employees'
12 meal and rest periods were regularly missed, cut short, and/or on duty, Defendants did not
13 compensate Plaintiff and, on information and belief, other Aggrieved Employees an additional
14 hour of pay at their applicable regular rate of pay on those shifts that Plaintiff and other
15 Aggrieved Employees were not authorized or permitted to take a compliant meal or rest periods,
16 in violation of Labor Code section 226.7.

17 45. Plaintiff and, on information and belief, other Aggrieved Employees regularly
18 worked more than eight hours a day and/or more than forty hours a week and/or seven
19 consecutive days in a workweek.

20 46. Defendants failed to properly pay Plaintiff and, on information and belief, other
21 Aggrieved Employees at least minimum, regular, and overtime wages owed for all time suffered
22 or permitted to work, and reimbursement for all business expenses, in violation of the Labor
23 Code, because Defendants required Plaintiff and, on information and belief, other Aggrieved
24 Employees to perform work while off-the-clock during their meal breaks as discussed above.
25 Despite the fact that all time spent performing duties while clocked out was compensable work
26 hours and business expenses were reimbursable because Plaintiff and, on information and belief,
27 other Aggrieved Employees were subject to the control of their employer during this working
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1 time, and Defendants were required to compensate Plaintiff and other Aggrieved Employees
2 accordingly, Defendants did not count all of this time as hours worked nor did they track
3 employee expenses and did not provide proper compensation.

4 47. In addition, Plaintiff and other Aggrieved Employees were not paid all minimum,
5 regular, and overtime wages. Although Plaintiff and other Aggrieved Employees routinely
6 worked in excess of eight hours per day and/or 40 hours per week, Defendants failed to maintain
7 accurate records and instead instructed them to record only a uniform number of hours worked
8 each day and thus failed to pay them for any overtime hours worked. Defendants also did not pay
9 Plaintiff and other Aggrieved Employees for all hours permitted and suffered to work because
10 Plaintiff and other Aggrieved Employees to work during off hours which they were instructed
11 not to record and monitor their phones at all times. For example, when Plaintiff had to work with
12 international clients, she worked early mornings, late evenings, and over weekends outside of her
13 designated work hours and off the clock. Plaintiff also had to answer calls while she was off the
14 clock to help train the person who replaced her.

15 48. Further, Defendants failed to properly pay Plaintiff and, on information and
16 belief, other Aggrieved Employees all minimum, regular, and overtime wages owed because
17 Plaintiff and, on information and belief, other Aggrieved Employees were required to work off
18 the clock as discussed above.

19 49. Despite the fact that all time spent performing duties while clocked out was
20 compensable work hours because Plaintiff and, on information and belief, other Aggrieved
21 Employees were subject to the control of their employer during this working time, and
22 Defendants were required to compensate Plaintiff and other Aggrieved Employees accordingly,
23 Defendants did not count all of this time as hours worked and did not provide proper
24 remuneration. As a result, Plaintiff and Aggrieved Employees were not compensated for all
25 hours worked and under the control of Defendants, as required by Labor Code sections 223, 510,
26 1194, and 1197, and the Minimum Wages and Hours and Days of Work sections of the
27 Applicable Wage Order.

1 50. Defendants have failed to reimburse Plaintiff and, on information and belief, other
2 Aggrieved Employees for business expenses. In particular, Plaintiff and other Aggrieved
3 Employees were required to use their personal cell phones in the course of their job duties
4 without providing reimbursement. Further, Plaintiff had to pay out of pocket for the return of her
5 laptop which was used for business purposes.

6 51. As a direct consequence of Defendant's illegal policies, Defendants did not keep
7 accurate records of the actual hours that Plaintiff and, on information and belief, other Aggrieved
8 Employees were under the control of the Defendants, as well as all wages earned. On
9 information and belief, Defendants failed to keep accurate records of Plaintiff's and other
10 Aggrieved Employees' hours worked when Defendants failed to record the proper beginning and
11 ending of each work and meal period, in addition to the total hours worked during the pay
12 period, among others.

13 52. Specifically, Plaintiff was required to clock in at 7 a.m. and clock out at 4 p.m.
14 every weekday even though she frequently worked late nights, early mornings, and weekend
15 hours, particularly when she worked with foreign customers. Further, Plaintiff was also required
16 to record her meal break from 12 p.m. to 1 p.m. every day even though she could not always take
17 a full, off-duty hour-long meal break. Also, Defendants instructed the employees to adjust their
18 hours by reporting the same times worked every day despite working off hours due to
19 international clients. As a result, the wage statements issued by Defendants also do not reflect the
20 correct overtime rate due to Defendants' failure to include work done off the clock in the regular
21 rate of pay and overtime rate of pay.

22 53. Defendants similarly failed to provide Plaintiff and, on information and belief,
23 other Aggrieved Employees with accurate itemized wage statements as required by Labor Code
24 section 226, 226.3, 246, 248.5, and 1198. Plaintiff and, on information and belief, other
25 Aggrieved Employees have not been properly compensated by Defendants for all hours worked
26 and have not been paid all compensation due and owing, including all minimum, regular, and
27 overtime wages, and meal and rest period premium wages. As a result, the wage statements
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1 issued by Defendants do not include the correct amount of gross and net wages earned, total
2 hours worked by the employee, and all applicable hourly rates in effect during the pay period and
3 the corresponding number of hours worked at each hourly rate by the employee as required
4 under Labor Code section 226. For example, during the applicable statutory period, Defendants
5 failed to furnish Plaintiff and, on information and belief, other Aggrieved Employees with
6 itemized wage statements that included the correct total hours worked, the correct amount of
7 gross and net wages earned, and the correct applicable hourly rates and corresponding number of
8 hours worked at each hourly rate. As a result of Defendants' failure to maintain accurate
9 records, the employees were deprived of the ability to know, understand, and question the
10 calculations, rate of pay, and hours used to calculate the wages paid by Defendants.

11 54. On information and belief, the wage statement omissions and inaccuracies were
12 not a result of an isolated and unintentional payroll error due to an inadvertent mistake, but rather
13 a result of knowing and intentional omissions by Defendants. As a result of these omissions and
14 inaccuracies, Plaintiff and, on information and belief, other Aggrieved Employees were not
15 promptly and easily able to determine the correct hours worked and/or determine the accurate
16 wages due and owing without reference to other documents and information.

17 55. Finally, to this date, Defendants have not paid Plaintiff and, on information and
18 belief, other Aggrieved Employees all wages owed, including all minimum, regular, and
19 overtime wages, as well as meal and rest period premium wages, and as a result, has failed to pay
20 timely wages pursuant to Labor Code sections 201, 202 and 204.

21 56. Defendants failed to pay Plaintiff and, on information and belief, other Aggrieved
22 Employees of Defendants all wages due during their employment because Defendants did not
23 pay Plaintiff and other Aggrieved Employees all minimum, regular, and overtime wages owed,
24 as well as all meal and rest period premium wages owed, within the time required by Labor Code
25 section 204.

26 57. Defendants similarly maintained a pattern and practice of failing to pay Plaintiff
27 and other Aggrieved Employees all wages due and owed at the time of their separation of
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1 employment within the time specified by Labor Code sections 201 and 202 because Defendants
2 failed to pay Plaintiff and, on information and belief, other Aggrieved Employees all wages due
3 and owed at the time of termination of their employment.

4 58. Based on the foregoing violations of the Labor Code and the applicable IWC
5 Wage Order, Defendants engaged in unfair business practices in California and willingly and
6 knowingly engaged in an employment pattern and practice that violated Business & Professions
7 Code section 17200 et seq. Plaintiff and, on information and belief, other Aggrieved Employees
8 suffered damages due to Defendants' unfair, unlawful, and/or fraudulent actions.

9 **PAGA REPRESENTATIVE ACTION DESIGNATION**

10 59. Plaintiff re-alleges and incorporates by reference paragraphs 1-58, inclusive, as if
11 fully set forth herein.

12 60. The first Causes of Action alleged herein are appropriately suited for a Labor
13 Code Private Attorneys General Act of 2004 ("PAGA") action because:

- 14 a. Pursuant to California Labor Code section 2699(a), any provision of the Labor
15 Code "that provides for a civil penalty to be assessed and collected by the
16 Labor and Workforce Development Agency or any of its departments,
17 divisions, commissions, boards, agencies, or employees, for a violation of this
18 code, may, as an alternative, be recovered through a civil action brought by an
19 aggrieved employee on behalf of himself or herself and other current or former
20 employees pursuant to the procedures specified in section 2699.3."
- 21 b. This action involves allegations of violations of provisions of the California
22 Labor Code that provide or do not provide for a civil penalty to be assessed and
23 collected by the LWDA or any departments, divisions, commissions, boards,
24 agencies or employees;
- 25 c. Plaintiff is an "aggrieved employee" because she was employed by Defendants
26 and had several violations committed against her;
- 27 d. On February 16, 2023, Plaintiff satisfied the procedural requirements of section
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2699.3 by serving the LWDA to Defendants via Certified Mail with her notice for wage and hour violations and penalties, including the facts and theories to support each violation.

- e. More than 65 days have passed since Plaintiff served notice via Certified Mail to the LWDA and her employers. As a result, Plaintiff satisfied all the administrative requirements to pursue civil penalties against Defendants pursuant to Labor Code section 2698, et seq.
- f. Plaintiff filed this action pursuant to Labor Code section 2699(a) and (f), on behalf of herself and all other Aggrieved Employees of Defendants to recover civil penalties, as well as unpaid wages under Labor Code section 558, which are to be paid to the affected employees.
- g. Defendants were Plaintiff's employers or persons acting on behalf of Plaintiff's employer, within the meaning of Labor Code section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the Labor Code or any provision regulating hours and days of work in any order of the IWC and, as such, is subject to civil penalties for each underpaid employee, as set forth in section 558, at all relevant times.
- h. Plaintiff seeks to recover all applicable civil penalties under PAGA, but only those civil penalties that are required to be shared with the LWDA and no individual relief or underpaid wages, on behalf of herself and all other Aggrieved Employees pursuant to Labor Code sections 558, 558.1, and 1197.1.

FIRST CAUSE OF ACTION

REPRESENTATIVE CLAIMS UNDER THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT

(Labor Code section 2698, et seq.)

(Alleged By Plaintiff Individually and On Behalf of All Aggrieved Employees of Defendants
Against All Defendants)

- 61. Plaintiff incorporated by reference the allegations set forth in the preceding

paragraphs, and makes them part of this First Cause of Action, as if fully set forth herein.

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

63. Defendants employed Plaintiff, and Plaintiff had one or more of the alleged violations committed against her. Therefore, Plaintiff is an “aggrieved employee” under PAGA because the alleged violator employed her and she had multiple of the alleged violations committed against her. As such, Plaintiff is properly suited to represent the interests of other Aggrieved Employees in a PAGA Representative action.

64. This cause of action involves allegations of violations of Labor Code §§ 201, 202, 204, 210, 223, 224, 225.5, 226, 226.3, 226.7, 246, 248.5, 510, 512, 1174, 1174.5, 1174(d), 1194, 1194.2, 1197, 1198, and 2802, which, pursuant to Labor Code §2699.5, provide for a civil penalty to be assessed and collected by the LWDA or recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

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

- a. Failure to provide Plaintiff and all other Aggrieved Employees lawfully compliant meal periods and failure to provide proper meal period premium compensation when no meal period was properly provided in violation of Labor Code sections 226.7, 512, 558, and 1198;
- b. Failure to authorize and permit Plaintiff and all other Aggrieved Employees to take lawfully compliant rest periods and failure to provide a rest period premium when a compliant rest period was not taken in violation of Labor

Code section 226.7 and 1198;

- c. Failure to pay Plaintiff and all other Aggrieved Employees all minimum, regular, and overtime wages for all the time they were suffered or permitted to work, engaged in work, and/or were under Defendants' control, in violation of Labor Code sections 223, 225.5, 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198;
- d. Failure to pay Plaintiff and all other Aggrieved Employees all overtime wages at the applicable overtime rate of pay for all the time they were suffered or permitted to work, engaged in work, and/or were under Defendants' control, in violation of Labor Code sections 223, 510, 1194, and 1198;
- e. Failure to reimburse Plaintiff and all other Aggrieved Employees with business expenses and necessary expenditures in violation of Labor Code section 2802;
- f. Failure to record accurate meal periods and work period times for Plaintiff and all other Aggrieved Employees in violation of Labor Code section 1174, 1174.5 and 1198;
- g. Failure to maintain accurate records of the start and end times of work and meal periods for Plaintiff and all other Aggrieved Employees, and knowingly and intentionally failing to provide Plaintiff and all other Aggrieved Employees of Defendants with accurate itemized wage statements in violation of Labor Code section 226;
- h. Failure to provide Plaintiff and all other Aggrieved Employees with accurate itemized wage statements in violation of Labor Code sections 226, 226.3, 248.5, and 1198;
- i. Failure to timely pay Plaintiff and all other Aggrieved Employees all minimum, regular and overtime wages, as well as all meal and rest period

premium wages, for all the time they were suffered or permitted to work, engaged in work, and/or were under Defendants' control in violation of Labor Code section 204;

- j. Failure to pay Plaintiff and all other Aggrieved Employees all minimum, regular and overtime wages, and all meal and rest period premium wages timely by the time set forth by law upon their separation of employment in violation of Labor Code sections 201 and 202;
- k. Failure to comply with the maximum hours of work and the standard conditions of labor fixed by the IWC under the "Meal Periods," Rest Periods," "Hours and Days of Work," and the "Records" sections of the applicable IWC Wage Order, by failing to provide compliant meal and rest periods, failing to pay meal and rest period premium wages, failing to pay all overtime wages, and failing to keep and provide accurate records in violation of Labor Code section 1198.

66. Plaintiff seeks to recover civil penalties required to be shared with the LWDA on behalf of herself and other Aggrieved Employees for Defendant's violations of the Labor Code, including but not limited to Defendant's violation of Labor Code sections 201, 202, 203, 204, 210, 223, 224, 225.5, 226, 226.3, 226(a), 226.7, 246, 248.5, 510, 512, 558, 1174, 1174.5, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, and 2802.

67. For all provisions of the Labor Code for which a civil penalty is not specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation. Defendants violated Labor Code sections 226.7, 512, and 1198 by failing to provide Plaintiff and Aggrieved Employees lawfully-compliant meal periods and by failing to pay them meal period premium wages for each day a meal period was not provided. Under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per

1 pay period for the initial violation of Labor Code sections 226.7 and 1198, and \$200 for each
2 aggrieved employee per pay period for each subsequent violation.

3 68. Defendants violated Labor Code sections 226.7 and 1198 by failing to authorize
4 and permit Plaintiff and Aggrieved Employees to take duty-free rest periods and by failing to pay
5 them rest period premium wages for each day a rest period was not provided. Under Labor Code
6 section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee
7 per pay period for the initial violation of Labor Code sections 226.7 and 1198, and \$200 for each
8 aggrieved employee per pay period for each subsequent violation.

9 69. Defendants violated Labor Code sections 223, 1194, 1197, and 1198 by not
10 paying Plaintiff and other Aggrieved Employees at least minimum and regular wages for all the
11 time they were suffered or permitted to work, engaged in work and/or under Defendants' control,
12 as alleged herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil
13 penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor
14 Code sections 223, 1194, and 1198, and \$200 for each aggrieved employee per pay period for
15 each subsequent violation.

16 70. Defendants violated Labor Code sections 223, 510, 1194, and 1198 by not paying
17 Plaintiff and other Aggrieved Employees all overtime wages earned for all the time they were
18 suffered or permitted to work, engaged in work, and/or were under Defendants' control, as
19 alleged herein. At all relevant times, Plaintiff and, on information and belief, other Aggrieved
20 Employees were not paid all overtime when they worked in excess of eight hours a workday or
21 forty hours in a workweek. Thus, under Labor Code section 2699(f)(2), Defendants are subject to
22 a civil penalty of \$100 for each aggrieved employee per pay period or the initial violation of
23 Labor Code sections 223, 1194, and 1198, and \$200 for each aggrieved employee per pay period
24 for each subsequent violation.

25 71. Under Labor Code section 225.5, Defendants, in addition to, and entirely
26 independent and apart from, any other penalty, are subject to a civil penalty for unlawfully
27 withholding wages due Plaintiff and other Aggrieved Employees in violation of Labor Code

section 223 as follows: (1) for an initial violation, \$100.00 for each failure to pay each employee, (2) for each subsequent violation, or any willful or intentional violation, \$200.00 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. This amount shall be recovered on behalf of the Labor Commissioner.

72. Defendants violated Labor Code sections 201, 202, and 1198 by not paying Plaintiff and other Aggrieved Employees all minimum, regular, overtime, meal and rest premium wages owed by the time set forth by law upon their separation of employment, as alleged herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 201, 202, and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

73. Defendants violated Labor Code sections 204 and 1198 by not paying Plaintiff and Aggrieved Employees all minimum, regular, overtime, meal and rest period premium wages owed by the time set forth by law during their employment, as alleged herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code sections 204 and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

74. Under Labor Code section 210(a), Defendants, in addition to and entirely independent and apart from any other penalty, are subject to a civil penalty for failing to pay the wages of each aggrieved employee as provided in Labor Code section 204, as follows: (1) for any initial violation, \$100 for each failure to pay each aggrieved employee, (2) for each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each aggrieved employee, plus 25 percent of the amount unlawfully withheld. This amount shall be recovered on behalf of the Labor Commissioner.

75. Defendants violated Labor Code sections 226(a), 1174(d), and 1198 by failing to maintain records detailing the proper applicable hourly rates of pay and accurate start and end times of any meal periods, and knowingly and intentionally failing to maintain and provide

1 Plaintiff and other Aggrieved Employees of Defendants with wage statements itemizing
2 accurately all information required by Labor Code section 226(a), as alleged herein, including
3 the total hours worked, all regular hours worked, all overtime hours worked, the applicable
4 hourly rate per hour worked, and the total wages earned. Thus, under Labor Code section
5 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per
6 pay period for the initial violation of Labor Code sections 226(a) and 1198, and \$200 for each
7 aggrieved employee per pay period for each subsequent violation.

8 76. Alternatively, Labor Code section 226.3 provides for a civil penalty in the amount
9 of \$250 per violation in an initial citation and \$1,000 for each violation in a subsequent citation
10 for which the employer fails to provide an employee with a wage deduction statement or fails to
11 keep the records required in subdivision (a) of section 226.

12 77. Labor Code section 1174.5 provides for a civil penalty of \$500 for any person
13 employing labor who willfully fails to maintain accurate and complete records required by
14 subdivision (d) of section 1174.

15 78. Plaintiff, in her representative capacity on behalf of herself and all other
16 Aggrieved Employees, is entitled to and seeks recovery of reasonable attorneys' fees as provided
17 by Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

18 79. Plaintiff seeks to recover civil penalties on behalf of herself and other Aggrieved
19 Employees for Defendants' violations of the Labor Code, including but not limited to
20 Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 224, 226, 226.7, 246,
21 510, 512, 1174, 1194, 1197, and 1198, pursuant to Labor Code section 2698, et seq. The exact
22 amount of the applicable penalties is in an amount to be shown according to proof at trial and
23 within the jurisdictional limitations of this Court.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff, in her representative capacity, prays for judgment against
26 Defendants and in favor of the state of California, Plaintiff, and all other Aggrieved Employees
27 as follows:

- 1 a. For any and all civil penalties available for the Labor Code violations alleged
2 herein including, but not limited to, civil penalties under Labor Code § 2699(f),
3 and/or other applicable law;
- 4 b. For an order determining that Plaintiff is entitled to recover a civil penalty of \$100
5 for each aggrieved employee per pay period for the initial violation and \$200 for
6 each aggrieved employee per pay period for each subsequent violation as
7 provided in Labor Code § 2699(f);
- 8 c. For reasonable attorneys' fees and costs of suit to the extent permitted by law,
9 including, but not limited to, Labor Code §§ 201, 202, 204, 210, 218.5, 218.6,
10 223, 224, 225.5, 226, 226.3, 226.7, 246, 248.5, 510, 512, 1174, 1174.5, 1174(d),
11 1194, 1194.2, 1197, 1198, and 2802, 2699(g)(1), Code of Civil Procedure §
12 1021.5, and the "common fund" theory, the "substantial benefit" theory, and/or
13 other applicable law;
- 14 d. For appropriate equitable relief pursuant to California law; and
- 15 e. For any and all other relief as this Court deems proper and just.

16 Dated: May 10, 2023

KIM LEGAL, APC

17
18 

19 By: _____

20 Frank H. Kim

21 Attorneys for Plaintiff Maribel Martinez
22
23
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27
28

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 05/11/2023 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: 23STCV10613

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE		DEPT	ROOM	ASSIGNED JUDGE		DEPT	ROOM
✓	Douglas W. Stern	68					

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

on 05/12/2023
 (Date)

By E. Galicia, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

APPLICATION

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

PRIORITY OVER OTHER RULES

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

CHALLENGE TO ASSIGNED JUDGE

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

TIME STANDARDS

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

COMPLAINTS

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

CROSS-COMPLAINTS

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

STATUS CONFERENCE

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

FINAL STATUS CONFERENCE

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

SANCTIONS

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

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

Class Actions

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

***Provisionally Complex Cases**

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

FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

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

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

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

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

1) DEFINITIONS

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

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

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

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

b) Represented Litigants

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

c) Public Notice

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

1 d) Documents in Related Cases

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

5 3) EXEMPT LITIGANTS

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

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

12 4) EXEMPT FILINGS

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

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

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

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

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

24 b) Lodgments

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

27 //

28 //

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

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

4 6) TECHNICAL REQUIREMENTS

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

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

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

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

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

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

24 f) Accompanying Documents

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

27 g) Multiple Documents

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

h) Writs and Abstracts

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

i) Sealed Documents

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

j) Redaction

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

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

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

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

8) EX PARTE APPLICATIONS

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

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

9) PRINTED COURTESY COPIES

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

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

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

11) SIGNATURES ON ELECTRONIC FILING

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

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

DATED: May 3, 2019



Kevin C. Brazile

KEVIN C. BRAZILE
Presiding Judge

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



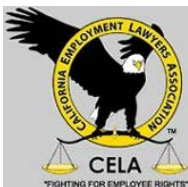
Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆Los Angeles County Bar Association Litigation Section◆

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

◆Consumer Attorneys Association of Los Angeles◆

◆Southern California Defense Counsel◆

◆Association of Business Trial Lawyers◆

◆California Employment Lawyers Association◆

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

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

The parties agree that:

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

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

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

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

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(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;

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

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(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 _____)

Print	Save	Clear
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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

Print	Save	Clear
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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>