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

CHRISTA BROWN aka CHRISTINA
SALDANA, an Individual,

Plaintiff,

vs.

WAL-MART ASSOCIATES, INC., a
Delaware Corporation; ALEJANDRO DOE,
an Individual; VICTOR DOE, an Individual;
FERNANDO DOE, an Individual; DANIEL
ELLIOT, an Individual; and DOES 1 - 20,
inclusive,

Defendants.

Case Number: 25STCV37516

COMPLAINT FOR:

- (1) Sexual Assault;
- (2) Sexual Battery;
- (3) Harassment Based on Sex, Gender, and/or Sexual Orientation;
- (4) Disability Discrimination;
- (5) Failure to Reasonably Accommodate;
- (6) Failure to Engage in the Interactive Process;
- (7) Retaliation in Violation of FEHA;
- (8) Failure to Take All Reasonable Steps to Prevent and/or Remedy Discrimination, Harassment, and/or Retaliation;
- (9) Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 232.5
- (10) Retaliation and Wrongful Termination in Violation of *Labor Code* § 1102.5;
- (11) Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 6310;
- (12) Wrongful Termination in Violation of Public Policy;
- (13) Violation of *Civil Code* §§ 51.7 & 52.1; and
- (14) Violation of California Labor Code § 2698, et seq.

Jury Trial Demanded

1 Plaintiff, Christa Brown, hereby alleges as follows:

2
3 **JURISDICTION AND VENUE**

4 1. This Court has jurisdiction over this action pursuant to California Constitution Article VI,
5 § 10, which grants the Superior Court "original jurisdiction in all causes except those given by statute to
6 other courts." The statutes under which this action is brought do not specify any other basis for
7 jurisdiction.

8 2. Plaintiff has exhausted her administrative remedies by the timely request of a Right to
9 Sue notice from the California Civil Rights Division within three (3) years of the events alleged herein.

10 3. This Court has jurisdiction over all Defendants because, based on information and belief,
11 each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise
12 intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by
13 the California courts consistent with traditional notions of fair play and substantial justice.

14 4. Plaintiff has exhausted her administrative remedies by providing written notice to the
15 California Labor and Workforce Development Agency ("LWDA") within one year of the events alleged
16 herein, providing notice of the same to all parties simultaneously.

17 5. Venue is proper in this Court because, upon information and belief, one or more of the
18 named Defendants reside, transact business, or have offices in this county and the acts and omissions
19 alleged herein took place in this county.

20
21 **THE PARTIES**

22 6. Plaintiff, Christa Brown ("Plaintiff"), is and at all times relevant hereto was a resident in
23 the County of Los Angeles, in the State of California.

24 7. Defendant, Wal-Mart Associates, Inc. ("WALMART" or "Defendant"), was and is, upon
25 information and belief, a Delaware corporation doing business within the State of California, as itself,
26 as Wal-Mart Stores, Inc, as Wal-Mart Supercenter, as Wal-Mart Neighborhood Market, as Wal-Mart, as
27 Wal-Mart Vacations, as Sam's Club, and whose employees are engaged in commerce throughout this
28 County and the State of California.

1 8. Defendant, Daniel Elliot (“ELLIOT”), was and is, upon information and belief, an
2 individual and is and at all times relevant hereto was a resident in Los Angeles County, in the State of
3 California.

4 9. Defendant, Alejandro Doe (“ALEJANDRO”), was and is, upon information and belief,
5 an individual and is and at all times relevant hereto was a resident in Los Angeles County, in the State
6 of California.

7 10. Defendant, Victor Doe (“VICTOR”), was and is, upon information and belief, an
8 individual and is and at all times relevant hereto was a resident in Los Angeles County, in the State of
9 California.

10 11. Defendant, Fernando Doe (“FERNANDO”), was and is, upon information and belief, an
11 individual and is and at all times relevant hereto was a resident in Los Angeles County, in the State of
12 California.

13 12. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
14 the fictitious names DOES 1–20, including ALEJANDRO DOE, but prays for leave to amend and serve
15 such fictitiously names Defendants pursuant to *California Code of Civil Procedure* § 474, once their
16 names and capacities become known.

17 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1–20 are the partners,
18 joint ventures, parent companies, owners, shareholders, or managers or employees of Defendants and,
19 therefore, were acting on behalf of Defendants.

20 14. WALMART, ELLIOT, ALEJANDRO, VICTOR, and FERNANDO, and DOES 1–20
21 will hereafter be collectively referred to as “Defendants.”

22 15. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants are
23 in some manner intentionally, negligently, or otherwise responsible for the acts, occurrences, or
24 transactions alleged herein.

25 16. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
26 omissions alleged herein were performed by, or are attributable to, all Defendants, each acting as the
27 agent for the other, with legal authority to act on the other’s behalf. The acts of Defendants were in
28 accordance with and represent the official policy of Defendants.

17. Plaintiff is informed and believes, and thereon alleges, that at all times material hereto and mentioned herein, each Defendants sued herein (*both named and DOE Defendants*) was the agent, servant, employer, partner, joint venturer, integrated enterprise, joint employer, contractor, contractee, partner, division owner, subsidiary, principal, division, alias, successor in interest, and/or alter ego with and/or of each of the remaining Defendants and was, at all times material hereto, acting within the purpose and scope of such agency, servitude, partnership, employment, integrated enterprise, contract, venture, ownership, subsidiary, principal, alias, and/or alter ego and with the authority, consent, approval, control, influence, and ratification of each remaining Defendants sued herein.

18. At all times herein mentioned, Defendants, and each of them, including DOES 1–20, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

FACTUAL ALLEGATIONS

19. Defendant WALMART operates a nationwide chain of retail stores. At all relevant times, Defendant WALMART was and is one of the largest private employers in the country, with thousands of employees within the state of California.

20. On or around September 2023, Plaintiff was hired by Defendants as an Automotive Technician. Plaintiff was the only female technician assigned to the automotive department. Plaintiff was passionate about her work, took pride in her performance, and consistently met Defendants' legitimate expectations. Plaintiff worked at Defendants' facility located at 7250 Carson Blvd., Long Beach, California.

21. Plaintiff's duties included tire changes and rotations, oil and fluid services, battery replacement, vehicle inspections, and other physically demanding tasks requiring frequent bending, lifting, and close proximity to coworkers.

22. Beginning on or around October 2023, Plaintiff was subjected to frequent, unwelcome, and degrading sexual comments by male coworkers specifically by ALEJANDRO, VICTOR, and FERNANDO. These comments were overtly sexual, humiliating, and targeted Plaintiff because of her

1 sex and gender., These coworkers commented on Plaintiff's body, clothing, and sexual preferences,
2 including repeated remarks about her pants, underwear, and body parts, including statements such as
3 "nice ass," "do you wear a G-string," "why are your pants so baggy," "you should wear tighter pants"
4 and suggestions she come to work in "daisy dukes." Commenting on Plaintiff's clothing and appearance
5 was a regular occurrence.

6 23. While Plaintiff was performing her job duties, particularly when she was bending over to
7 work on tires, her male coworkers, including ALEJANDRO, VICTOR and FERNANDO would make
8 sexually explicit remarks and gestures, including "do you like your hair being pulled on from that
9 position," or "is that the position you like?" Other sexually explicit questions included whether she "gets
10 really wet," whether she likes "sucking dick", or whether she likes her "tits and ass motorboated." This
11 conduct occurred openly in the workplace, during work hours, and in the presence of other employees
12 and supervisors.

13 24. Plaintiff reported harassment to management, including ELLIOT in or around November
14 2023. Management including ELLIOT failed to take prompt, effective, or meaningful corrective action.
15 Instead, the harassment continued unabated. After Plaintiff complained, Defendants including ELLIOT
16 began retaliating by issuing Plaintiff unjustified and disparate disciplinary write-ups for trivial conduct
17 for which male employees were not disciplined.

18 25. On or around December 2023, coworker ALEJANDRO escalated the harassment to
19 sexual assault. ALEJANDRO forcibly pulled Plaintiff onto his lap and grabbed her breasts without her
20 consent. Plaintiff immediately resisted, pushed him away, and told him to stop. Following the assault,
21 ALEJANDRO continued to sexually harass Plaintiff and, on multiple occasions, exposed his genitals to
22 her at work.

23 26. Plaintiff reported the sexual assault, ongoing harassment, and exposure to management
24 and requested a shift change or scheduling adjustment to avoid being alone with ALEJANDRO.
25 Defendants ignored Plaintiff's requests and took no steps to separate her from her assailant.

26 27. Plaintiff escalated her complaints to Human Resources, informing HR that she no longer
27 felt safe or comfortable reporting concerns to her direct supervisors due to their inaction and indifference.
28

1 28. From January 2024 through the end of her employment, Plaintiff submitted
2 approximately seven complaints through Defendants' ethics hotline reporting sexual assault, indecent
3 exposure, retaliation, and unsafe working conditions. Defendants failed to respond or take corrective
4 action in response to these complaints.

5 29. On or around February 2024, Plaintiff experienced stalking behavior that heightened her
6 fear for her personal safety. Plaintiff requested these schedule and safety-related adjustments as
7 reasonable accommodations for her worsening anxiety, medical condition, and physical and
8 psychological symptoms, which were exacerbated by Defendants' failure to address the harassment and
9 unsafe working conditions.

10 30. As a result of the severe and ongoing harassment, retaliation, and unsafe working
11 conditions, Plaintiff developed serious physical and mental health symptoms, including anxiety, panic,
12 loss of appetite, and physical collapse. On or around March 2024, Plaintiff collapsed at work and was
13 transported by ambulance. Defendants were aware of Plaintiff's condition through the ambulance
14 transport, subsequent hospitalization, medical leave requests, and ongoing communications regarding
15 her health. Plaintiff's physical and mental health conditions constituted an actual and/or perceived
16 disability within the meaning of the FEHA, as they limited major life activities including eating, sleeping,
17 concentrating, and working. After becoming aware of Plaintiff's disability and need for medical leave,
18 Defendants subjected Plaintiff to heightened scrutiny, adverse disciplinary actions, suspension, and
19 ultimately termination.

20 31. On or around May 2024, Plaintiff was hospitalized for severe malnutrition and infection
21 and required a medical leave of absence. Plaintiff's medical leave constituted a request for reasonable
22 accommodation due to her disability. Upon returning to work on or around June 2024, Defendants failed
23 to provide reasonable accommodation and failed to engage in any good-faith interactive process
24 regarding Plaintiff's return to work. Instead, Plaintiff was falsely accused of threatening a coworker and
25 suspended pending investigation.

26 32. Defendants failed to engage in a timely, good-faith interactive process with Plaintiff
27 regarding her known disability and requests for accommodation. Despite Plaintiff's repeated requests
28 for schedule modifications, safety adjustments, and medical leave, Defendants failed to discuss

1 alternative accommodations, failed to explore reassignment or modified duties, and failed to respond
2 meaningfully to Plaintiff's requests.

3 33. From June 2024 through August 2024, Defendants failed to conduct a good-faith
4 investigation or provide Plaintiff with meaningful updates regarding her suspension. Defendants
5 ultimately used the suspension as a pretext to sever Plaintiff's employment.

6 34. On or around November 2024, Defendants informed Plaintiff that she had been
7 terminated and her final paycheck would be in the mail.

8 35. Plaintiff was wrongfully terminated because of her complaints regarding the harassment
9 and hostile work environment. Defendants discriminated against, retaliated against and wrongfully
10 terminated Plaintiff due to Plaintiff's engagement in protected activities. Thus, negatively altering the
11 terms and conditions of her employment, as well as preventing Plaintiff from the benefits and enjoyment
12 of her employment.

13 36. Defendants have a duty to provide a working environment free from harassment,
14 intimidation, and sexual assault. Rather than upholding this duty, Defendants responded to the sexual
15 assault on Plaintiff by suspending and ultimately terminating her. By doing so, Defendants effectively
16 condoned and ratified the harassment by ALEJANDRO, FERNANDO and VICTOR, and the sexual
17 assault by ALEJANDRO and signaled to employees that sexual assault and/or harassment would be
18 tolerated. Defendants' ratification of the sexual assault makes them directly liable for the harm Plaintiff
19 suffered.

20 37. At all times, Defendants' discriminatory and/or retaliatory actions were ratified by its
21 managing agents, officers, and employees.

22 38. At all times, Defendants' conduct, as described above, was enacted maliciously,
23 fraudulently and in total disregard and oppression of Plaintiff's rights and welfare. As a result of these
24 circumstances, Plaintiff has been damaged economically by the loss of both her current and future
25 employment, benefits, and income with Defendants, as well as other opportunities for income and/or
26 benefits. As a direct result of Defendants' conduct, Plaintiff has also been damaged non-economically,
27 including both emotionally and physically, now and in the foreseeable future. The full extent of
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1 Plaintiff's damages, all of which exceed the jurisdictional minimum of this court, will be subject to a
2 matter of proof at trial.

3
4 **FIRST CAUSE OF ACTION**

5 **SEXUAL ASSAULT**

6 **(Against WALMART, ALEJANDRO and DOES 1-20)**

7 39. As a separate and distinct cause of action, Plaintiff complains and realleges all the
8 allegations contained in this complaint and incorporates them by reference into this cause of action as
9 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

10 40. In doing so, WALMART, ALEJANDRO, and each of them, acted with the intent to cause
11 an imminent apprehension of harmful or offensive contact. Said non-consensual sexual acts include, but
12 are not limited to, physical touching Plaintiff, including within a sexual context and/or manner, without
13 her permission or solicitation.

14 41. Defendants knew or should have known of the sexual assault and/or battery. At all times,
15 Defendants failed to exercise reasonable care to prevent and promptly correct any future assault and/or
16 battery against Plaintiff, despite receiving complaints of the same and, indeed, retaliated against Plaintiff
17 by wrongfully terminating her for making such complaints. In so doing, Defendants ratified
18 ALEJANDRO's sexual assault and/or battery of Plaintiff, thereby making Defendants, and each of them,
19 directly liable for the same.

20 42. By the aforesaid acts and conducts of Defendants, and each of them, Plaintiff has been
21 directly and legally caused to suffer actual damages pursuant to *Civil Code* § 3333 and *Code of Civil*
22 *Procedure* § 340.16, including, but not limited to, medical bills, attorneys' fees, and other pecuniary loss
23 not presently ascertained, for which Plaintiff will seek leave of Court to amend when ascertained.

24 43. As a direct and legal result of the acts and omissions of Defendants, and each of them,
25 Plaintiff suffered shock, pain, discomfort, and anxiety. The exact nature and extent of said injuries are
26 not known to the Plaintiff, who will pray leave of Court to insert the same when they are ascertained.
27 Plaintiff does not at this time know the exact duration or permanence of said injuries, but is informed
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1 and believes, and thereon alleges, that some of the said injuries are reasonably certain to be permanent
2 in character.

3 44. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
4 continues to suffer severe and serious emotional and physical distress, including, but not limited to,
5 emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
6 personal inconvenience, sickness and illness, all to Plaintiff's damages in an amount shown according
7 to proof.

8 45. The aforementioned acts of WALMART and ALEJANDRO were willful, wanton,
9 malicious, intentional, oppressive and despicable, and were done in willful and conscious disregard of
10 the rights, welfare and safety of Plaintiff, and were done with the express knowledge, consent, and
11 ratification of managerial employees of Defendants, thereby justifying the awarding of punitive and
12 exemplary damages in an amount to be determined at the time of trial.

13 14 **SECOND CAUSE OF ACTION**

15 **SEXUAL BATTERY**

16 **(Against WALMART, ALEJANDRO and DOES 1-20)**

17 46. As a separate and distinct cause of action, Plaintiff complains and realleges all the
18 allegations contained in this complaint and incorporates them by reference into this cause of action as
19 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

20 47. WALMART and ALEJANDRO, and each of them acting individually and/or in concert,
21 sexually attacked, assaulted, and battered Plaintiff during the course of her employment while working
22 in Defendants' work site.

23 48. In doing the acts herein alleged, WALMART and ALEJANDRO acted with the intent to
24 cause harmful or offensive contacts and did cause such harmful or offensive contacts. Said offensive
25 contact included, but was not limited to, ALEJANDRO's unsolicited and unwanted sexual contacts with
26 Plaintiff throughout her employment, despite her complaints of and resistance to the same.

27 49. Defendants knew or should have known of the sexual assault and/or battery. At all times,
28 Defendants failed to exercise reasonable care to prevent and promptly correct any future assault and/or

1 battery against Plaintiff, despite receiving complaints of the same and, indeed, retaliated against Plaintiff
2 by wrongfully terminating her for making such complaints. In so doing, Defendants ratified
3 ALEJANDRO's sexual assault and/or battery of Plaintiff, thereby making Defendants, and each of them,
4 directly liable for the same.

5 50. By the aforesaid act and conduct of WALMART and ALEJANDRO, and each of them,
6 Plaintiff has been directly and legally caused to suffer actual damages post to California *Civil Code* §
7 3333, and *Code of Civil Procedure* § 340.16, including, but not limited to, medical bills, attorneys' fees,
8 and other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of Court to amend
9 when ascertained.

10 51. As a direct and proximate result of WALMART and ALEJANDRO's conduct, Plaintiff
11 has sustained and continues to suffer severe and serious emotional and physical distress, including, but
12 not limited to, emotional trauma, physical trauma, physical manifestations of emotional distress,
13 personal injuries, pain and suffering, personal inconvenience, sickness and illness, all to Plaintiff's
14 damages in an amount shown according to proof.

15 52. As a further direct and legal result of the acts and conduct of WALMART and
16 ALEJANDRO as aforesaid, Plaintiff has been caused, and did suffer, and continues to suffer, severe and
17 permanent emotional and mental distress and anguish, humiliation, embarrassment, fright, shock, pain,
18 discomfort and anxiety. The exact nature and extent of said injuries is presently unknown to Plaintiff,
19 who will pray leave of Court to assert the same when they are ascertained.

20 53. The aforementioned acts of WALMART and ALEJANDRO were willful, wanton,
21 malicious, intentional, oppressive and despicable, and were done in willful and conscious disregard of
22 the rights, welfare and safety of Plaintiff, and were done with the express knowledge, consent, and
23 ratification of managerial employees of Defendants, thereby justifying the awarding of punitive and
24 exemplary damages in an amount to be determined at the time of trial.

1 **THIRD CAUSE OF ACTION**

2 **HARASSMENT BASED ON SEX, GENDER AND/OR SEXUAL ORIENTATION**

3 **(Against WALMART, ALEJANDRO, VICTOR, FERNANDO and DOES 1-20)**

4 54. As a separate and distinct cause of action, Plaintiff complains and realleges all the
5 allegations contained in this complaint, and incorporates them by reference into this cause of action as
6 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

7 55. All times relevant herein, the Fair Employment and Housing Act, as promulgated in
8 *Government Code* § 12940 et. Seq. and other state and federal statutes, including the California
9 Constitution and the Civil Rights Act as amended, prohibit harassment in employment based on any
10 protected category, including one's sex, gender, gender identity and/or sexual orientation.

11 56. At all times relevant herein, the harassing acts of Defendants mentioned in this Complaint
12 against Plaintiff were unwelcome and were committed by Defendants in their capacity as Defendants'
13 employees, officers, managers, agents or persons under Defendants' control and were committed within
14 the scope of their employment. Defendants' conduct as mentioned in this Complaint, subjected Plaintiff
15 to harassment on the basis of Plaintiff's sex, gender, gender identity and/or sexual orientation, and caused
16 Plaintiff offense, embarrassment, intimidation and emotional distress, all of which created an abusive,
17 pervasive, severe and hostile environment.

18 57. At all times, Defendants knew or should have known of the sexual harassment, especially
19 since Plaintiff complained to Defendants of the same, yet Defendants failed to exercise reasonable care
20 to prevent and promptly correct any future harassing behavior against Plaintiff, thereby ratifying the
21 sexual harassment. As a result, Defendants, and each of them, are responsible for ALEJANDRO,
22 VICTOR, and FERNANDO's conduct.

23 58. As a direct and proximate result of Defendant's conduct, Plaintiffs has suffered and
24 continues to suffer actual, consequential and incidental financial losses, including without limitation,
25 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
26 in her field and damage to her professional reputation, the exact amount of which is not yet known and
27 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
28

1 pursuant to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest, all in an
2 amount according to proof.

3 59. As a direct and proximate result of Defendant's conduct, Plaintiff has sustained and
4 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
5 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
6 personal inconvenience, sickness and illness, all to Plaintiff's damages in an amount to be shown
7 according to proof.

8 60. The conduct of Defendants in harassing Plaintiff based on his sex, gender, gender identity
9 and/or sexual orientation subjected Plaintiff to cruel and unjust hardship in conscious disregard of
10 Plaintiff's rights, as it was anticipated by Defendant that Plaintiff would suffer damages in the
11 foreseeable future. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
12 conduct against Plaintiff was done with an intent to cause injury to the Plaintiff. Moreover, the malicious,
13 fraudulent and/or oppressive conduct was engaged in, authorized or ratified by officers, directors or
14 managing agents of the corporation and/or was the result of the application of unlawful, malicious or
15 oppressive policies and procedures. As a consequence of the aforesaid oppressive, malicious, and
16 despicable conduct, Plaintiff is entitled to an award of punitive damages in a sum to be shown according
17 to proof at trial pursuant to California *Government Code* § §§ 12940 & 12965.

18 61. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she
19 is entitled to recover pursuant to California *Government Code* § 12965.

20
21 **FOURTH CAUSE OF ACTION**
22 **DISABILITY DISCRIMINATION**
23 **(Against WALMART and DOES 1 – 20)**

24 62. As a separate and distinct cause of action, Plaintiff complains and realleges all the
25 allegations contained in this complaint and incorporates them by reference into this cause of action as
26 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

27 63. At all times relevant to this action, Plaintiff had actual and/or perceived physical
28 disabilities within the meaning of *Government Code* §§ 12926(m) and 12926.1, and the California Fair

1 Employment and Housing Act (FEHA), and at all times hereto, the FEHA was in full force and effect
2 and was binding upon Defendants and each of them.

3 64. Plaintiff is informed and believes, and based thereon alleges, that Defendants terminated
4 Plaintiff because of her actual disabilities and/or because they believed her to be disabled, including any
5 perception that she may become disabled and/or need reasonable accommodations in the future, in
6 violation of the FEHA and *Government Code* § 12940(a).

7 65. At all times relevant to this action, Defendants were aware of Plaintiff's disabilities and/or
8 medical condition, as set forth above, because Plaintiff had informed Defendants of her disabilities,
9 medical condition, and requests for reasonable accommodation prior to the conclusion of her
10 employment.

11 66. Defendants discriminated against Plaintiff on the basis of her physical disabilities, as
12 described herein, by *inter alia*, refusing to reasonably accommodate her despite the availability of such
13 reasonable accommodations without undue hardship, by refusing to engage in a good-faith interactive
14 process with her, by applying unlawful policies to Plaintiff, by wrongfully terminating Plaintiff's
15 employment, at least in part, because of Plaintiff's known actual and/or perceived disabilities, *etc.*

16 67. Plaintiff's disabilities and/or medical condition(s), whether actual, real and perceived
17 and/or believe to exist in the future, and/or some combination of these protected characteristics under
18 *Government Code* § 12926(m) were, at least, motivating reasons and/or factors in the decisions to subject
19 Plaintiff to the aforementioned employment actions.

20 68. At all times relevant hereto, Plaintiff was either performing or ready, willing, and able to
21 perform the essential duties and functions of her position and/or the positions sought or available. At all
22 times, Plaintiff was qualified and capable of performing the essential functions of her same position or
23 another vacant position with Defendants.

24 69. At all times, Defendants knew, or should have known, that the conduct, acts, and failures
25 to act of Defendants and/or its owners, supervisors, agents, and employees, as described herein above,
26 violated Plaintiff's rights under the law. Likewise, Defendants knew, or in the exercise of reasonable
27 care, should have known, that unless Defendants intervened to protect Plaintiff, and to adequately
28 supervise, prohibit, discipline, and/or otherwise penalize the conduct, acts, and failures to act of

1 Defendants and others as described herein, Defendants would have the effect of encouraging, ratifying,
2 condoning, increasing, and/or worsening said conduct, acts, and failures to act, which is, in fact, what
3 resulted.

4 70. As a direct, legal, and/or proximate result of the aforesaid acts of Defendants, Plaintiff
5 has suffered actual, consequential, and incidental financial losses, including without limitation, loss of
6 income, earnings, salary, benefits, the intangible loss of employment-related opportunities in her field,
7 and damage to her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff
8 claims such amounts as damages, including all prejudgment interest on the same.

9 71. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained
10 and continues to suffer emotional injuries, emotional distress and physical injuries, including related
11 emotional and physical trauma, pain and suffering, personal injury, personal inconvenience, sickness
12 and illness, *etc.*, all to Plaintiff's damages in an amount to be shown according to proof.

13 72. The conduct of Defendants in discriminating against Plaintiff subjected Plaintiff to cruel
14 and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that
15 Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based
16 thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to
17 Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or
18 ratified by officers, directors or managing agents of Defendants and/or was the result of the application
19 of its unlawful, malicious or oppressive policies and procedures. As a consequence of the aforesaid
20 oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages in a
21 sum to be shown according to proof pursuant to *Government Code* §§ 12940 & 12965.

22 73. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she
23 is entitled to recover pursuant to California *Government Code* § 12965.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO REASONABLY ACCOMMODATE**

3 **(Against WALMART and DOES 1 – 20)**

4 74. As a separate and distinct cause of action, Plaintiff complains and realleges all the
5 allegations contained in this complaint and incorporates them by reference into this cause of action as
6 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

7 75. At all times relevant to this action, Plaintiff had physical disabilities within the meaning
8 of *Government Code* §§ 12926(m) and 12926.1, and the California Fair Employment and Housing Act
9 (FEHA), and at all times hereto, the FEHA was in full force and effect and was binding upon Defendants
10 and each of them.

11 76. At all times, *Government Code* § 12940(m) requires employers to provide an employee
12 with a known disability with a reasonable accommodation for said disability. After being diagnosed with
13 physical disabilities, as described herein, Plaintiff requested reasonable accommodations in the form of
14 seeking medical care in compliance with *Labor Code* § 4600. Despite learning of Plaintiff's disabilities,
15 learning of her requests for reasonable accommodations, and being able to accommodate Plaintiff as she
16 requests without suffering undue hardship, Defendants failed and refused to accommodate Plaintiff's
17 needs based on her disabilities, including, but not limited to, medical evaluation and treatment, modified
18 work duties, and, instead, wrongfully terminated Plaintiff from her employment. In doing so, and failing
19 and refusing to accommodate Plaintiff, Defendants violated *Government Code* § 12940(m).

20 77. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
21 continues to suffer actual, consequential and incidental financial losses, including without limitation,
22 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
23 in her field and damage to her professional reputation, the exact amount of which is not yet known and
24 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
25 pursuant to *Civil Code* §§ 3287, 3288 and/or other provisions of law providing for prejudgment interest.

26 78. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained
27 and continues to suffer emotional injuries, emotional distress and physical injuries, including related
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1 emotional and physical trauma, pain and suffering, personal injury, personal inconvenience, sickness
2 and illness, *etc.*, all to Plaintiff's damages in an amount to be shown according to proof.

3 79. The conduct of Defendants in failing to reasonably accommodate Plaintiff subjected
4 Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by
5 Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and
6 believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done with an intent
7 to cause injury to the Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was
8 engaged in, authorized or ratified by officers, directors or managing agents of the corporation and/or was
9 the result of the application of unlawful, malicious or oppressive policies and procedures. As a
10 consequence of the aforesaid oppressive, malicious and/or fraudulent conduct, Plaintiff is entitled to an
11 award of punitive damages in a sum to be shown according to proof pursuant to California *Government*
12 *Code* §§ 12940 & 12965.

13 80. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she
14 is entitled to recover pursuant to California *Government Code* § 12965.

15
16 **SIXTH CAUSE OF ACTION**

17 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS**

18 **(Against WALMART and DOES 1 - 20)**

19 81. As a separate and distinct cause of action, Plaintiff complains and realleges all the
20 allegations contained in this complaint and incorporates them by reference into this cause of action as
21 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

22 82. At all times relevant to this action, Plaintiff had actual and/or perceived physical
23 disabilities within the meaning of *Government Code* § 12926(m) and 12926.1, and the California Fair
24 Employment and Housing Act (FEHA), and at all times hereto, the FEHA was in full force and effect
25 and was binding upon Defendants and each of them.

26 83. After learning of Plaintiff's actual and/or perceived disabilities, Defendants failed to
27 engage in an interactive process with Plaintiff to determine whether Defendants could accommodate
28 Plaintiff's disabilities and/or her requests for reasonable accommodation, including, but not limited to,

1 seeking medical care in compliance with *Labor Code* § 4600, work restrictions and/or other
2 accommodations. In failing and refusing to engage in an interactive process with Plaintiff, Defendants
3 violated *Government Code* § 12940(n).

4 84. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
5 continues to suffer actual, consequential and incidental financial losses, including without limitation,
6 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
7 in her field and damage to her professional reputation, the exact amount of which is not yet known and
8 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
9 pursuant to *Civil Code* §§ 3287, 3288 and/or other provisions of law providing for prejudgment interest.

10 85. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained
11 and continues to suffer emotional injuries, emotional distress and physical injuries, including related
12 emotional and physical trauma, pain and suffering, personal injury, personal inconvenience, sickness
13 and illness, *etc.*, all to Plaintiff's damages in an amount to be shown according to proof at trial.

14 86. The conduct of Defendants in failing to engage in the interactive process subjected
15 Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by
16 Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and
17 believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done with an intent
18 to cause injury to the Plaintiff. As a consequence of the aforesaid oppressive, malicious and/or fraudulent
19 conduct, Plaintiff is entitled to an award of punitive damages in a sum to be shown according to proof
20 pursuant to California *Government Code* §§ 12940 & 12965.

21 87. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she
22 is entitled to recover pursuant to California *Government Code* § 12965.

SEVENTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF FEHA
(Against WALMART and DOES 1 – 20)

88. As a separate and distinct cause of action, Plaintiff complains and realleges all of the allegations contained in this complaint and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

89. Plaintiff engaged in protected activities by complaining of, resisting and refusing to participate in Defendant's, ALEJANDRO's, harassment of Plaintiff, and others, based on sex, gender, gender identity and/or sexual orientation. Defendant, acting at least partially in direct retaliation for Plaintiff engaging in these same protected activities, as described above, retaliated against Plaintiff.

90. At all times as alleged herein, Defendant retaliated against Plaintiff on the basis of her engaging in such protected activities, as described herein, by, *inter alia*, by wrongfully suspending and terminating Plaintiff and by committing other adverse employment actions against Plaintiff, which, whether taken separately or collectively, negatively altered Plaintiff's employment.

91. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered and continues to suffer actual, consequential and incidental financial losses, including without limitation, loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities in her field and damage to her professional reputation, the exact amount of which is not yet known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages pursuant to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest, all in an amount according to proof.

92. As a direct and proximate result of Defendant's conduct, Plaintiff has sustained and continues to suffer severe and serious emotional distress and physical injuries, including, but not limited to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering, personal inconvenience, sickness and illness, all to Plaintiff's damages in an amount to be shown according to proof.

93. The conduct of Defendant in retaliating against Plaintiff subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendant that

1 Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based
2 thereon alleges, that Defendant's conduct against Plaintiff was done with an intent to cause injury to
3 Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or
4 ratified by officers, directors or managing agents of the corporation and/or was the result of the
5 application of unlawful, malicious or oppressive policies and procedures. As a consequence of the
6 aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive
7 damages in a sum to be shown according to proof pursuant to *Government Code* §§ 12940 & 12965.

8 94. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she
9 is entitled to recover pursuant to *Government Code* § 12965.

10
11 **EIGHTH CAUSE OF ACTION**

12 **FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT AND/OR REMEDY**

13 **HARASSMENT, DISCRIMINATION AND/OR RETALIATION**

14 **(Against WALMART and DOES 1 – 20)**

15 95. As a separate and distinct cause of action, Plaintiff complains and realleges all the
16 allegations contained in this complaint and incorporates them by reference into this cause of action as
17 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

18 96. Defendant failed to take immediate and appropriate corrective action to prevent and
19 remedy the harassment, discrimination, and/or retaliation to which Plaintiff was subjected to.
20 Specifically, Defendant ignored harassing, discriminating, and retaliatory conduct directed at Plaintiff
21 on the basis of Plaintiff's sex, gender, gender identity, sexual orientation and/or complaints of
22 harassment, discrimination, and/or retaliation, which not only failed to prevent retaliation,
23 discrimination, and harassment in the workplace but actually created a harassing and retaliatory work
24 environment. Likewise, by harassing, discriminating, and retaliating against Plaintiff while she was still
25 employed, ultimately leading to her wrongful termination as one final act of retaliation, Defendant failed
26 to take immediate and appropriate corrective action to prevent and/or remedy the harassment,
27 discrimination, and retaliation to which Plaintiff was subjected to.

1 97. At all times, Defendant knew of its legal obligations to maintain legal compliant policies
2 and procedures, knew of its obligations to properly train its employees as to employees prohibit
3 harassment, discrimination, and retaliation, knew of the harassment, discrimination, and retaliation
4 directed toward Plaintiff and knew of its legal obligations to prohibit the same, but disregarded all these
5 duties and, instead, retaliated against Plaintiff and, ultimately, wrongfully terminated her. Rather than
6 taking reasonable steps to prevent harassment, discrimination, and/or retaliation, Defendant continued
7 to harass and retaliate against Plaintiff through the end of Plaintiff's employment.

8 98. As a direct and proximate result of Defendant's conduct, Plaintiffs has suffered and
9 continues to suffer actual, consequential and incidental financial losses, including without limitation,
10 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
11 in her field and damage to her professional reputation, the exact amount of which is not yet known and
12 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
13 pursuant to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest, all in an
14 amount according to proof.

15 99. As a direct and proximate result of Defendant's conduct, Plaintiff has sustained and
16 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
17 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
18 personal inconvenience, sickness and illness, all to Plaintiff's damages in an amount to be shown
19 according to proof.

20 100. The conduct of Defendant in failing to prevent and/or remedy harassment, discrimination,
21 and/or retaliation subjected Plaintiff to cruel and unjust hardship in conscious disregard of his rights, as
22 it was anticipated by Defendant that she would suffer damages in the foreseeable future. Plaintiff is
23 informed and believes, and based thereon alleges, that Defendant's conduct against her was done with
24 an intent to cause injury to her. Moreover, the malicious, fraudulent and/or oppressive conduct was
25 engaged in, authorized or ratified by officers, directors or managing agents of the corporation and/or was
26 the result of the application of unlawful, malicious or oppressive policies and procedures. As a
27 consequence of the aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an
28

1 award of punitive damages in a sum to be shown according to proof pursuant to *Government Code* §§
2 12940 & 12965.

3 101. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she
4 is entitled to recover pursuant to *Government Code* § 12965.

5
6 **NINTH CAUSE OF ACTION**
7 **RETALIATION AND/OR WRONGFUL TERMINATION**
8 **IN VIOLATION OF *LABOR CODE* § 232.5**
9 **(Against WALMART and DOES 1 - 20)**

10 102. As a separate and distinct cause of action, Plaintiff complains and realleges all the
11 allegations contained in this complaint and incorporates them by reference into this cause of action as
12 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

13 103. At all times herein mentioned, California *Labor Code* §232.5 et seq. were in full force
14 and effect and were binding on Defendants. Under *Labor Code* §232.5(a), an employer may not
15 "[r]equire, as a condition of employment, that an employee refrain from disclosing information about
16 the employer's working conditions."

17 104. At all times herein mentioned, under *Labor Code* §232.5(b), an employer may not
18 "[r]equire an employee to sign a waiver or other document that purports to deny the employee the right
19 to disclose information about the employer's working conditions."

20 105. At all times herein mentioned, under *Labor Code* §232.5(c), an employer may not
21 "[d]ischarge, formally discipline, or otherwise discriminate against an employee who discloses
22 information about the employer's working conditions."

23 106. At all times herein mentioned, under *Labor Code* §232.5(d), "[t]his section is not intended
24 to permit an employee to disclose proprietary information, trade secret information, or information that
25 is otherwise subject to a legal privilege without the consent of his or her employer."

26 107. As fully elaborated above, while within the course and scope of her duties as Defendants'
27 employee, Plaintiff reported and disclosed information regarding Defendants' unsafe working
28 conditions, which included but was not limited to sexual harassment, sexual assault, and sexual battery.

1 At all times herein mentioned, Plaintiff engaged in protected activity within the meaning of *Labor Code*
2 §232.5. In response, and as a direct result of Plaintiff's disclosure of Defendants' working conditions,
3 Defendants retaliated against Plaintiff by wrongfully terminating her from her employment.

4 108. As a direct, legal and/or proximate result of the aforesaid acts of Defendants, Plaintiff has
5 suffered actual, consequential and incidental financial losses, including without limitation, loss of
6 income, earnings, salary and benefits, and the intangible loss of employment related opportunities in her
7 field and damage to her professional reputation, all in an amount subject to proof at the time of trial.
8 Plaintiff also claims such amounts as damages pursuant to *Civil Code* §§ 3287, 3288 and/or any other
9 laws providing for prejudgment interest.

10 109. As a direct, legal and/or proximate result of Defendants' conduct, Plaintiff has sustained
11 and continues to suffer emotional distress and related emotional trauma, pain and suffering, personal
12 inconvenience, sickness and illness, etc. all to Plaintiff's damages in an amount to be shown according
13 to proof.

14 110. The conduct of Defendants in retaliating against Plaintiff and/or wrongfully terminating
15 her because she disclosed information about Defendants' working conditions, subjected Plaintiff to cruel
16 and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that
17 Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based
18 thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to
19 Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or
20 ratified by officers, directors or managing agents of the company and/or was the result of the application
21 of unlawful, malicious or oppressive policies. As a consequence of the aforesaid oppressive, malicious,
22 and despicable conduct, Plaintiff is entitled to an award of punitive damages against Defendants in a
23 sum to be shown according to proof at trial.

24 111. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire
25 attorneys to prosecute his claims herein, and has incurred and is expected to continue to incur attorneys'
26 fees and costs in connection therewith. As a result, pursuant to *Labor Code* §§ 2699(g) and 2699.5,
27 and/or *Code of Civil Procedure* §1021.5, Plaintiff is entitled to recover attorneys' fees and costs.

TENTH CAUSE OF ACTION
RETALIATION AND/OR WRONGFUL TERMINATION
IN VIOLATION OF LABOR CODE § 1102.5
(Against WALMART , ELLIOT and DOES 1 – 20)

112. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in this complaint and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

113. At all times herein mentioned, California Labor Code § 1102.5 et seq. was in full force and effect and were binding on Defendants. Under California Labor Code § 1102.5 (a), it is unlawful for any employer, or any person acting on behalf of the employer, to “make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.”

114. At all times herein mentioned, under California Labor Code § 1102.5 (b), “an employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties”

115. At all times herein mentioned, under Labor Code § 1102.5(c), an employer “shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of

1 state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or
2 regulation.”

3 116. At all times herein mentioned, Labor Code §§ 232.5, 6310, and other relevant statutes
4 were in full force and effect and were binding on Defendants, and each of them. At all times, Plaintiff
5 acted under the reasonable belief that Defendants were in violation of such laws described immediately
6 above, among other potential civil laws and statutes. At all times during the relevant time period of this
7 action, based on these reasonable beliefs, Plaintiff resisted, refused to participate in and/or complained
8 to Defendants about assault and/or battery she was subjected to, about Defendants’ failure to properly
9 sterilize dental instruments, violations of patient safety standards, lack of training and/or certification by
10 staff handling contaminated instruments. In turn, Defendants then retaliated against Plaintiff for such
11 complaints, including, but not limited to, suspending Plaintiff, wrongfully terminating Plaintiff and
12 committing other adverse employment actions against Plaintiff, thereby violating Labor Code § 1102.5
13 et seq

14 117. In violation of Labor Code § 1102.5 et seq., Plaintiff alleges that she was retaliated against
15 and/or wrongfully terminated because, whether in part or in whole, Plaintiff complained of unsafe
16 working conditions, which included but were not limited to, sexual harassment, sexual assault and/or
17 sexual battery.

18 118. As a direct and proximate result of Defendants’ conduct, Plaintiffs has suffered and
19 continues to suffer actual, consequential and incidental financial losses, including without limitation,
20 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
21 in her field and damage to her professional reputation, the exact amount of which is not yet known and
22 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
23 pursuant to Civil Code §§ 3287, 3288 and/or other laws providing for prejudgment interest.

24 119. As a direct and proximate result of Defendants’ conduct, Plaintiff has sustained and
25 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
26 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
27 personal inconvenience, sickness and illness, all to Plaintiff’s damages in an amount according to proof.

1 120. The conduct of Defendant in retaliating against Plaintiff and wrongfully terminating her
2 for complaining of and/or refusing to participate in unlawful conduct subjected Plaintiff to cruel and
3 unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendant that
4 Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based
5 thereon alleges, that Defendant's conduct against Plaintiff was done with an intent to cause injury to
6 Plaintiff. Moreover, the malicious, fraudulent, and/or oppressive conduct was engaged in, authorized, or
7 ratified by officers, directors, or managing agents of the company and/or was the result of unlawful,
8 malicious, or oppressive policies. As a consequence of the aforesaid oppressive, malicious, and
9 despicable conduct, Plaintiff is entitled to an award of punitive damages against Defendant in a sum to
10 be shown according to proof at trial.

11 121. As a proximate result of the wrongful acts of Defendant, Plaintiff has been forced to hire
12 attorneys to prosecute his claims herein and has incurred and is expected to continue to incur attorneys'
13 fees and costs in connection therewith. As a result, pursuant to Labor Code § 1102.5(j), Plaintiff is
14 entitled to recover attorneys' fees and costs.

15
16 **ELEVENTH CAUSE OF ACTION**
17 **RETALIATION AND/OR WRONGFUL TERMINATION**
18 **IN VIOLATIOF OF *LABOR CODE* § 6310**
19 **(Against WALMART and DOES 1-20)**

20 122. As a separate and distinct cause of action, Plaintiff complains and realleges all the
21 allegations contained in this complaint and incorporates them by reference into this cause of action as
22 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

23 123. At all times herein mentioned, California Labor Code § 6310 was in full force and effect,
24 and was binding on Defendant. Under Labor Code § 6310, it is unlawful for any employer to discharge
25 or discriminate against an employee in any manner because the employee made any oral or written
26 complaint to his or her employer regarding the employees belief that the employers is unlawfully
27 committing health or safety violations in the workplace.

1 124. At all times herein mentioned, California Labor Code § 6310 was in full force and effect,
2 and was binding on Defendant. Under Labor Code § 6310, it is unlawful for an employer to discharge
3 or discriminate against an employee in any manner because the employee made any oral or written
4 complaint to his or her employer regarding the employees' belief that the employer is unlawfully
5 committing health or safety violations in the workplace.

6 125. At all times herein mentioned, believing Defendants to be in violation of a variety of
7 statutes, including, but not limited to, Labor Code §§ 232.5, 1102.5, among other related criminal and/or
8 civil statutes, Plaintiff submitted complaints regarding the health and safety of Defendants' employees,
9 the sexual assault and/or sexual battery she was subjected to. Based on this good faith and reasonable
10 belief, Plaintiff complained to Defendants about such violations. In response, and, at least in parts, as a
11 result of her complaints and/or the anticipation of her complaints, Defendants retaliated against Plaintiff
12 and wrongfully terminated Plaintiff based on false, illegitimate and pretextual reasons all in violation of
13 Labor Code § 6310.

14 126. As a direct and proximate result of Defendants' conduct, Plaintiffs has suffered and
15 continues to suffer actual, consequential and incidental financial losses, including without limitation,
16 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
17 in her field and damage to her professional reputation, the exact amount of which is not yet known and
18 will be shown according to proof at the time of trial.

19 127. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
20 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
21 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
22 personal inconvenience, sickness and illness, all to Plaintiff's damages in an amount to be shown
23 according to proof.

24 128. The conduct of Defendants in retaliating against Plaintiff and wrongfully terminating her
25 because she complained to Defendants of harassment, retaliation, and/or discrimination, subjected
26 Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by
27 Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and
28 believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done with an intent

1 to cause injury to Plaintiff. Moreover, the malicious, fraudulent, and/or oppressive conduct was engaged
2 in, authorized, or ratified by officers, directors, or managing agents of the company and/or was the result
3 of unlawful, malicious, or oppressive policies. As a consequence of the aforesaid oppressive, malicious,
4 and despicable conduct, Plaintiff is entitled to an award of punitive damages against Defendants in a
5 sum to be shown according to proof at trial.

6 129. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire
7 attorneys to prosecute her claims herein, and has incurred and is expected to continue to incur attorneys'
8 fees and costs in connection therewith. This action will also result in the enforcement of the constitutional
9 right to enjoying life and liberty, and pursuing and obtaining safety, all of which are important rights
10 affecting the public interest. As a result, Plaintiff's attorneys' fees incurred while pursuing such claims
11 should not, in the interest of justice, be paid out of the recovery. Accordingly, Plaintiff has incurred and
12 continues to incur legal expenses and attorneys' fees which Plaintiff is entitled to recover.

13 14 **TWELFTH CAUSE OF ACTION**

15 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

16 **(Against WALMART and DOES 1 - 20)**

17 130. As a separate and distinct cause of action, Plaintiff complains and realleges all the
18 allegations contained in this complaint and incorporates them by reference into this cause of action as
19 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

20 131. At all relevant times mentioned in this complaint, Article I, Section 8 of the California
21 Constitution was in full force and effect and binding on Defendants. California law prohibits termination
22 or other adverse employment actions against employees for reasons that violate public policy.
23 Specifically, here, California requires that employers refrain from terminating a person and/or employee
24 for being part of a protected class and/or for engaging in protected activity, including but not limited to
25 those described under the FEHA, Government Code § 12940 et seq., Civil Code §§ 51.7 & 52.1, Labor
26 Code §§ 232.5, 1102.5 & 6310, and other related statutes and common law. These laws, statutes and
27 their interpretative regulations inure to the benefit of the public at large, and embody fundamental public
28 policy of California and/or the United States.

1 132. At all times herein mentioned, believing WALMART to be in violation of, including, but
2 not limited to, the California Fair Employment and Housing Act (“FEHA”), California Government
3 Code §§ 12940 et seq., Labor Code §§ 232.5, 1102.5, 6310 and other sections of California’s Labor
4 Code, Civil Code §§ 51.7 & 52.1, and Article I of the California Constitution, among other regulations,
5 statutes, codes and/or common law requiring employers to provide safe working environments to their
6 employees, and related civil codes preventing discrimination, retaliation, harassment, assault and/or
7 battery, Plaintiff both resisted and submitted complaints about unlawful conduct occurring within
8 Defendant’s business and/or workplace, including but not limited to, sexual harassment, sexual assault,
9 sexual battery and unlawful retaliation. On the basis of Plaintiff engaging in protected activity by
10 reporting and opposing sexual harassment, sexual assault, indecent exposure, retaliation, and unsafe
11 working conditions; requesting reasonable accommodations and medical leave due to her disability; and
12 submitting complaints to management, Human Resources, and Defendants’ ethics hotline regarding
13 Defendants’ unlawful conduct, Defendants decided to wrongfully terminate Plaintiff in direct
14 contravention of well settled California public policy protecting her from the same.

15 133. As a direct and proximate result of Defendant’s conduct, Plaintiffs has suffered and
16 continues to suffer actual, consequential and incidental financial losses, including without limitation,
17 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
18 in her field and damage to her professional reputation, the exact amount of which is not yet known and
19 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
20 pursuant to Civil Code §§ 3287, 3288 and/or any other laws providing for prejudgment interest, all in an
21 amount according to proof.

22 134. As a direct and proximate result of Defendant’s conduct, Plaintiff has sustained and
23 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
24 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
25 personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness
26 and illness, etc. all to Plaintiff’s damages in an amount to be shown according to proof.

27 135. The conduct of Defendant in wrongfully terminating Plaintiff subjected Plaintiff to cruel
28 and unjust hardship in conscious disregard of Plaintiff’s rights, as it was anticipated by Defendant that

1 Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based
2 thereon alleges, that Defendant's conduct against Plaintiff was done with an intent to cause injury to
3 Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or
4 ratified by officers, directors or managing agents of the corporation and/or was the result of the
5 application of unlawful, malicious or oppressive policies and procedures. As a consequence of the
6 aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive
7 damages in a sum to be shown according to proof at trial.

8 136. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she
9 is entitled to recover pursuant to Code of Civil Procedure §1021.5.

10
11 **THIRTEENTH CAUSE OF ACTION**
12 **VIOLATION OF CIVIL CODE §§ 51.7 & 52.1**
13 **(Against WALMART and DOES 1 - 20)**

14 137. As a separate and distinct cause of action, Plaintiff complains and realleges all the
15 allegations contained in this complaint and incorporates them by reference into this cause of action as
16 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

17 138. At all times relevant hereto, *Civil Code* § 51.7 was in full force and effect, and binding
18 on Defendants, and each of them, and provides that all persons within the jurisdiction of this state have
19 the right to be free from any violence, or intimidation by threat of violence, committed against their
20 persons or property because of political affiliation, or on account of any characteristic listed or defined
21 in subdivision (b) or (e) of Section 51, or position in a labor dispute, or because another person perceives
22 them to have one or more of those characteristics. The identification in this subdivision of particular
23 bases of discrimination is illustrative rather than restrictive."

24 139. At all times relevant hereto, *Civil Code* § 52.1, also known as the Tom Bane Civil Rights
25 Act (the "Bane Act"), was in full force and effect, and binding on Defendants, and each of them. The
26 Bane Act provides that "Any individual whose exercise or enjoyment of rights secured by the
27 Constitution or laws of the United States, or of rights secured by the Constitution or laws of this state,
28 has been interfered with, or attempted to be interfered with ... may institute and prosecute in their own

1 name and on their own behalf a civil action for damages ... to protect the peaceable exercise or
2 enjoyment of the right or rights secured.”

3 140. The Constitution and laws of both the United States and California protect the rights of
4 an individual to be employed and work in an environment free of workplace violence, threats of violence
5 and/or harassment. As alleged hereinabove, Defendants violated and interfered with Plaintiff’s right to
6 work in an environment free of violence and intimidation, including on the basis of her protected status
7 and/or protected employment activities, not only by failing to protect Plaintiff from ALEJANDRO’ s
8 unlawful sexual harassment and/or threats of violence, but also in punishing her for attempting to protect
9 herself from the same. Defendants retaliated against and wrongfully terminated Plaintiff, at least in part,
10 for reporting sexual assault, sexual battery, and/or other unlawful acts in the workplace.

11 141. As a direct and proximate result of Defendants’ conduct, Plaintiff has suffered and
12 continues to suffer actual, consequential and incidental financial losses, including without limitation,
13 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
14 in her field and damage to her professional reputation, the exact amount of which is not yet known and
15 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
16 pursuant to *Civil Code* §§ 3287, 3288 and/or other laws providing for prejudgment interest.

17 142. As a direct, legal, and/or proximate result of Defendants’ conduct, Plaintiff has sustained
18 and continues to suffer emotional injuries, emotional distress and physical injuries, including related
19 emotional and physical trauma, pain and suffering, personal injury, personal inconvenience, sickness
20 and illness, etc., all to Plaintiff’s damages in an amount to be shown according to proof at trial.

21 143. The conduct of Defendants in violating *Civil Code* §§ 51.7 & 52.1 subjected Plaintiff to
22 cruel and unjust hardship in conscious disregard of Plaintiff’s rights, as it was anticipated by Defendants
23 that Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and
24 based thereon alleges, that Defendants’ conduct against Plaintiff was done with an intent to cause injury
25 to Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized
26 or ratified by officers, directors or managing agents of the corporation and/or was the result of the
27 application of unlawful, malicious or oppressive policies and procedures. As a consequence of the
28

1 aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive
2 damages in a sum to be shown according to proof pursuant to *Civil Code* § 3294.

3 144. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she
4 is entitled to recover pursuant to *Civil Code* § 52.1(i) and/or *Code of Civil Procedure* §1021.5.

5
6 **FOURTEENTH CAUSE OF ACTION**

7 **VIOLATION OF CALIFORNIA LABOR CODE § 2698, ET SEQ.**

8 **(Against WALMART and DOES 1-20)**

9 145. As a separate and distinct cause of action, Plaintiff complains and realleges all the
10 allegations contained in this complaint and incorporates them by reference into this cause of action as
11 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

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

15 147. Plaintiff was and is an aggrieved employee within the meaning of Labor Code § 2699(c),
16 in that she was employed by Defendants and personally suffered the same Labor Code violations alleged
17 in this Complaint and is therefore authorized to pursue representative claims for civil penalties on behalf
18 of herself and other current or former employees who also sustained violations.

19 148. On September 10, 2025, more than 65 calendar days before filing this Complaint, Plaintiff
20 gave written notice by online filing with the LWDA and provided notice via certified mail to Defendants
21 of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the
22 requirements of Labor Code § 2699.3.

23 149. As of the filing of this Complaint, Plaintiff has not received any notice from the LWDA
24 that it intends to investigate or prosecute the alleged violations. Consequently, Plaintiff may now
25 commence this civil action pursuant to Labor Code § 2699.3.

26 150. As a direct and proximate result of Defendants' California Labor Code violations set forth
27 in this Complaint, Plaintiff and other aggrieved employees are entitled to recover civil penalties as
28 provided by Labor Code § 2699(f) and by the specific Labor Code provisions that expressly provide for

1 penalties. For violations not otherwise penalized, Plaintiff seeks civil penalties in the amount of \$100
2 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved
3 employee per pay period for each subsequent violation, subject to any applicable adjustments or
4 reductions as provided by statute, including those relating to cure, reasonable compliance efforts, or
5 other mitigating factors, as amended effective June 19, 2024.

6 151. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered
7 civil penalties, pursuant to Labor Code § 2699(g)(1).

8
9 **REQUEST FOR JURY TRIAL**

10 Plaintiff requests a trial by jury.

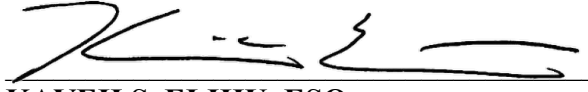
11
12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, Plaintiff prays for judgment as follows:

- 14 1. For general damages, in the amount of no less than \$5,000,000, according to proof;
- 15 2. For special damages, in the amount of no less than \$5,000,000, according to proof;
- 16 3. For actual, consequential, and incidental damages, in the amount of no less than
17 \$5,000,000, according to proof;
- 18 4. For past and/or future economic damages, including all past and/or future lost earnings,
19 wages, and/or benefits, in the amount of no less than \$5,000,000, according to proof;
- 20 5. For past and/or future non-economic damages, including all past and/or future physical
21 injuries, emotional distress, pain, suffering, physical trauma, etc., in the amount of no less than
22 \$5,000,000, according to proof;
- 23 6. For punitive and exemplary damages in an amount necessary to punish Defendants to
24 deter any similar unlawful conduct, according to proof ;
- 25 7. For prejudgment interest, according to proof;
- 26 8. For reasonable attorneys' fees and costs of suit incurred herein through the date of final
27 judgment;
- 28 9. For experts' costs and fees incurred herein through the date of final judgment; and

1 10. For such other and further relief as the Court may deem just and proper.
2

3 Dated: December 22, 2025
4


KAVEH S. ELIHU, ESQ.
YESENIA L. RODRIGUEZ, ESQ.
EMPLOYEE JUSTICE LEGAL GROUP, P.C.
Attorneys for Plaintiff Christa Brown

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): KAVEH S. ELIHU, ESQ. (SBN 268249) YESENIA L. RODRIGUEZ, ESQ. (SBN 331499) 1001 Wilshire Boulevard, Los Angeles, California 90017 TELEPHONE NO.: (213) 382-2222 FAX NO.: (213) 382-2230 EMAIL ADDRESS: kelihu@ejlglaw.com, yrodriguez@ejlglaw.com ATTORNEY FOR (Name): Plaintiff, Christa Brown aka Christina Saldana	FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 12/22/2025 7:21 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: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse	
CASE NAME: Brown v. Wal-Mart Associates, Inc., et al.	
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$35,000) ☐ Limited (Amount demanded is \$35,000 or less)	Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
	CASE NUMBER: 25STCV37516 JUDGE: DEPT.:

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

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

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

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☐ Substantial amount of documentary evidence | d. ☐ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): **Fourteen (14)**
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: 12/22/2025
- Kaveh S. Elihu, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

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

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

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type 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 Brown v. Wal-Mart Associates, Inc., et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Other Personal Injury/ Property Damage/ Wrongful Death		☐ 2307 Construction Accidents	1, 4
		☐ 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
	Product Liability (24)	☐ 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		☐ 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	☐ 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		☐ 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	☐ 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	☐ 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	☐ 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	☐ 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	☐ 2501 Legal Malpractice	1, 2, 3
		☐ 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	☐ 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	☒ 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	☐ 1501 Other Employment Complaint Case	1, 2, 3
		☐ 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	☐ 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		☐ 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		☐ 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		☐ 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		☐ 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	☐ 0901 Collections Case – Seller Plaintiff	5, 6, 11
		☐ 0902 Other Promissory Note/Collections Case	5, 11
		☐ 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		☐ 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	☐ 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE Brown v. Wal-Mart Associates, Inc., et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
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 Brown v. Wal-Mart Associates, Inc., et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
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

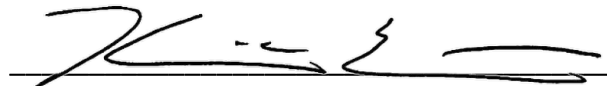
SHORT TITLE Brown v. Wal-Mart Associates, Inc., et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: ☐ 1. ☒ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11			ADDRESS: 7250 Carson Blvd.
CITY: Long Beach	STATE: CA	ZIP CODE: 90808	

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: 12/22/2025


 (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.

SUMMONS

(CITACION JUDICIAL)

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

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

WAL-MART ASSOCIATES, INC., a Delaware Corporation; ALEJANDRO DOE, an Individual; VICTOR DOE, an Individual; FERNANDO DOE, an Individual; DANIEL ELLIOT, an Individual; and DOES 1 - 20, inclusive,

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

CHRISTA BROWN aka CHRISTINA SALDANA, an Individual,

Electronically FILED by
Superior Court of California,
County of Los Angeles
12/22/2025 7:21 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

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

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

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

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

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

Superior Court of California, County of Los Angeles
111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

258TCV37516

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):

Kaveh S. Elihu, Esq., Yesenia L. Rodriguez, Esq. 1001 Wilshire Blvd, Los Angeles, CA 90017, Phone: (213) 382-2222

DATE: 12/22/2025
(Fecha) **David W. Slayton, Executive Officer/Clerk of Court** **E. Galicia**, Deputy Clerk, by (Secretario) (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):

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	FILED Superior Court of California County of Los Angeles 12/22/2025 David W. Slayton, Executive Officer / Clerk of Court By: <u>E. Galicia</u> Deputy
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 25STCV37516

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

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

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.



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?

Alternative Dispute Resolution (ADR) helps people find solutions to their legal disputes without going to trial. The Court offers a variety of ADR resources and programs for various case types.

TYPES OF ADR

- **Negotiation.** Parties may talk with each other about resolving their case at any time. If the parties have attorneys, they will negotiate for their clients.
- **Mediation.** Mediation may be appropriate for parties who want to work out a solution but need help from a neutral third party. A mediator can help the parties reach a mutually acceptable resolution. Mediation may be appropriate when the parties have communication problems and/or strong emotions that interfere with resolution. Mediation may not be appropriate when the parties want a public trial, lack equal bargaining power, or have a history of physical or emotional abuse.
- **Arbitration.** Less formal than a trial, parties present evidence and arguments to an arbitrator 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.
- **Settlement Conferences.** A judge or qualified settlement officer assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Mandatory settlement conferences may be ordered by a judicial officer. In some cases, voluntary settlement conferences may be requested by the parties.

ADVANTAGES OF ADR

- **Save time and money.** Utilizing ADR methods is often faster than going to trial and parties can save on court costs, attorney's fees, and other charges.
- **Reduce stress and protect privacy.** ADR is conducted outside of a courtroom setting and does not involve a public trial.
- **Help parties maintain control.** For many types of ADR, parties may choose their ADR process and provider.

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.

WEBSITE RESOURCES FOR ADR

- **Los Angeles Superior Court ADR website:** www.lacourt.org/ADR
- **California Courts ADR website:** www.courts.ca.gov/programs-adr.htm

Los Angeles Superior Court ADR Programs for Unlimited Civil (cases valued over \$35,000)

Litigants should closely review the requirements for each program and the types of cases served.

- **Civil Mediation Vendor Resource List.** Litigants in unlimited civil cases may use the Civil Mediation Vendor Resource List to arrange voluntary mediations without Court referral or involvement. The Resource List includes organizations that have been selected through a formal process that have agreed to provide a limited number of low-cost or no-cost mediation sessions with attorney mediators or retired judges. Organizations may accept or decline cases at their discretion. Mediations are scheduled directly with these organizations and are most often conducted through videoconferencing. The organizations on the Resource List target active civil cases valued between \$50,000-\$250,000, though cases outside this range may be considered. *For more information and to view the list of vendors and their contact information, download the Resource List Flyer and FAQ Sheet at www.lacourt.org/ADR/programs.html.*
RESOURCE LIST DISCLAIMER: The Court provides this list as a public service. The Court does not endorse, recommend, or make any warranty as to the qualifications or competency of any provider on this list. Inclusion on this list is based on the representations of the provider. The Court assumes no responsibility or liability of any kind for any act or omission of any provider on this list.
- **Mediation Volunteer Panel (MVP).** Unlimited civil cases referred by judicial officers to the Court's Mediation Volunteer Panel (MVP) are eligible for three hours of virtual mediation at no cost with a qualified mediator from the MVP. Through this program, mediators volunteer preparation time and three hours of mediation at no charge. If the parties agree to continue the mediation after three hours, the mediator may charge their market hourly rate. When a case is referred to the MVP, the Court's ADR Office will provide information and instructions to the parties. The Notice directs parties to meet and confer to select a mediator from the MVP or they may request that the ADR Office assign them a mediator. The assigned MVP mediator will coordinate the mediation with the parties. *For more information or to view MVP mediator profiles, visit the Court's ADR webpage at www.lacourt.org/ADR or email ADRCivil@lacourt.org.*
- **Mediation Center of Los Angeles (MCLA) Referral Program.** The Court may refer unlimited civil cases to mediation through a formal contract with the Mediation Center of Los Angeles (MCLA), a nonprofit organization that manages a panel of highly qualified mediators. Cases must be referred by a judicial officer or the Court's ADR Office. The Court's ADR Office will provide the parties with information for submitting the case intake form for this program. MCLA will assign a mediator based on the type of case presented and the availability of the mediator to complete the mediation in an appropriate time frame. MCLA has a designated fee schedule for this program. *For more information, contact the Court's ADR Office at ADRCivil@lacourt.org.*
- **Resolve Law LA (RLLA) Virtual Mandatory Settlement Conferences (MSC).** Resolve Law LA provides three-hour virtual Mandatory Settlement Conferences at no cost for personal injury and non-complex employment cases. Cases must be ordered into the program by a judge pursuant to applicable Standing Orders issued by the Court and must complete the program's online registration process. The program leverages the talent of attorney mediators with at least 10 years of litigation experience who volunteer as settlement officers. Each MSC includes two settlement officers, one each from the plaintiff and defense bars. Resolve Law LA is a joint effort of the Court, Consumer Attorneys Association of Los Angeles County (CAALA), Association of Southern California Defense Counsel (ASCDC), Los Angeles Chapter of the American Board of Trial Advocates (LA-ABOTA), Beverly Hills Bar Foundation (BHBF), California Employment Lawyers Association (CELA), and Los Angeles County Bar Association (LACBA). *For more information, visit <https://resolvelawla.com>.*

- **Judicial Mandatory Settlement Conferences (MSCs).** Judicial MSCs are ordered by the Court for unlimited civil cases and may be held close to the trial date or on the day of trial. The parties and their attorneys meet with a judicial 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 more information, visit <https://www.lacourt.org/division/civil/Ci0047.aspx>.

Los Angeles Superior Court ADR Programs for Limited Civil (cases valued below \$35,000)

Litigants should closely review the requirements for each program and the types of cases served.

- **Online Dispute Resolution (ODR).** Online Dispute Resolution (ODR) is a free online service provided by the Court to help small claims and unlawful detainer litigants explore settlement options before the hearing date without having to come to court. ODR guides parties through a step-by-step program. After both sides register for ODR, they may request assistance from trained mediators to help them reach a customized agreement. The program creates settlement agreements in the proper form and sends them to the Court for processing. Parties in small claims and unlawful detainer cases must carefully review the notices and other information they receive about ODR requirements that may apply to their case. *For more information, visit <https://my.lacourt.org/odr>.*
- **Dispute Resolution Program Act (DRPA) Day-of-Hearing Mediation.** Through the Dispute Resolution Program Act (DRPA), the Court works with county-funded agencies, including the Los Angeles County Department of Consumer & Business Affairs (DCBA) and the Center for Conflict Resolution (CCR), to provide voluntary day-of-hearing mediation services for small claims, unlawful detainer, limited civil, and civil harassment matters. DCBA and CCR staff and trained volunteers serve as mediators, primarily for self-represented litigants. There is no charge to litigants. *For more information, visit <https://dcba.lacounty.gov/countywidedrp>.*
- **Temporary Judge Unlawful Detainer Mandatory Settlement Conference Pilot Program.** Temporary judges who have been trained as settlement officers are deployed by the Court to designated unlawful detainer court locations one day each week to facilitate settlement of unlawful detainer cases on the day of trial. For this program, cases may be ordered to participate in a Mandatory Settlement Conference (MSC) by judicial officers at Stanley Mosk, Long Beach, Compton, or Santa Monica. Settlement rooms and forms are available for use on the designated day at each courthouse location. There is no charge to litigants for the MSC. *For more information, contact the Court's ADR Office at ADRCivil@lacourt.org.*