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Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

7 Attorneys for Plaintiff Sheridan Covington

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 SHERIDAN COVINGTON,

11 Plaintiff,

12 vs.

13 REAL FOOD DAILY, LLC; PAUL

14 BETTCHER; and DOES 1 to 25, inclusive,

15 Defendants.

CASE NO.: **23ST CV 25449**

COMPLAINT FOR DAMAGES FOR:

- 1) **FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) **FAILURE TO PAY MINIMUM WAGES;**
- 3) **FAILURE TO PAY OVERTIME;**
- 4) **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 6) **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 7) **FAILURE TO PROVIDE REST BREAKS;**
- 8) **FAILURE TO PROVIDE MEAL BREAKS;**
- 9) **FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 10) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 11) **FAILURE TO PROVIDE PERSONNEL FILE;**
- 12) **FAILURE TO PROVIDE PAY RECORDS;**
- 13) **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

JURY TRIAL DEMANDED

COMES NOW Plaintiff, SHERIDAN COVINGTON (hereinafter "Plaintiff"), and
alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants REAL FOOD DAILY, LLC; PAUL BLETTCHEER; and DOES 1 to 25, inclusive (hereinafter collectively "REAL FOOD" or "Defendant(s)") do business in the County of Los Angeles, and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant REAL FOOD DAILY, LLC is a California corporation, doing business in the County of Los Angeles, State of California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant PAUL BETTCHEER is a male resident of the State of California, and the owner, managing agent, and/or director of REAL FOOD DAILY, LLC. BETTCHEER is being included in this lawsuit pursuant to Labor Code Section 558.1 as he controlled the hours, wages, and/or working conditions of Plaintiff and other hourly, non-exempt employees. Defendants REAL FOOD DAILY, LLC and PAUL BETTCHEER are collectively referred to herein as "Defendant(s)" (unless otherwise noted) or "REAL FOOD".

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible

1 for the conduct alleged herein. Upon discovering the true names and capacities of these
2 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
3 capacities of these fictitiously named defendants.

4 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
5 that information and belief, alleges that at all times herein mentioned, each of the remaining
6 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
7 under the authority of their agency, employment, or representative capacity, with the consent of
8 his/her codefendants.
9

10 **GENERAL ALLEGATIONS**

11 7. Plaintiff started working at REAL FOOD as a bartender on or around 2022. Plaintiff
12 was classified as an hourly, non-exempt employee and her latest rate of pay was \$16.04 per
13 hour. Plaintiff's employment ended on or around June 2023.

14 8. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
15 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
16 Security Services USA, Inc., an onsite security provider. After about a year of employment,
17 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
18 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
19 termination of employment and weekly payment of wages to temporary employees. The trial
20 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
21 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
22 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
23 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
24 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
25 PAGA representative to sue for violations that the representative has personally suffered. The
26 PAGA statute states that an "aggrieved employee" is able to file suit on behalf of themselves
27 and others. The statute also states that an "aggrieved employee" is "any person who was
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1 employed by the alleged violator and against whom one or more of the alleged violations was
2 committed.” Because at least one of the violations that Huff had alleged had affected him
3 personally, the Court of Appeal denied Securitas’ motion.

4 9. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
5 other employees, it allows for suits broader than the specific violations the named
6 employee experienced. Therefore, even if the employee did not personally experience the
7 Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is
8 Plaintiff’s position that Plaintiff can equivocally bring the following labor code violations on
9 behalf of all other employees, including ALL hourly, non-exempt employees.

10 10. It is Plaintiff’s position that REAL FOOD has violated the following Labor Code
11 Sections against Plaintiff and other similarly situated aggrieved employees, who include all non-
12 exempt, hourly employees who worked for REAL FOOD at their various locations in the State
13 of California during the relevant PAGA period.

14 11. REAL FOOD violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to
15 pay Plaintiff and other similarly situated aggrieved employees for all hours worked, including
16 the statutory minimum wage for all hours worked and for “off the clock” work. This is so because
17 REAL FOOD had a company policy wherein they would disproportionately round down the
18 number of hours worked, resulting in “time shaving” and further resulting in aggrieved
19 employees not being paid for all hours worked. Furthermore, and to the extent that Plaintiff
20 and others worked through their meal periods while “off the clock”, they were not compensated
21 for all hours worked, which would be akin to a minimum wage violation.

22 12. Due to the above “off the clock” violations, REAL FOOD also violated Labor Code §510
23 because it failed to pay Plaintiff and other aggrieved employees overtime compensation, even
24 though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
25 throughout their employment. Plaintiff’s and other aggrieved employees’ actual work hours
26 entitled them to overtime compensation, however, REAL FOOD did not compensate its hourly,
27 non-exempt employees with the correct amount of overtime due to the “off the clock” work and
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1 time shaving as described above. Moreover, there were occasions wherein Plaintiff would
2 actually work overtime hours in that they would have a 10-hour shift, however, they simply
3 would not be paid any overtime at all. Furthermore, REAL FOOD failed to include
4 bonuses/incentive payments in calculating employees' regular rate of pay for use in deciphering
5 the correct overtime rate of pay. Additionally, the incentive and bonus payments were also not
6 factored into employees' regular rate for purposes of receiving meal and rest break premiums
7 per the Ferra v. Loews case.

8 13. REAL FOOD also violated Labor Code § 226.7 and the appropriate Industrial Welfare
9 Commission Wage Order no. 5 because it failed to provide Plaintiff and other similarly situated
10 aggrieved employees with 10-minute rest periods for every four hours of work, or majority
11 portion thereof, throughout their employment. REAL FOOD did not completely relieve Plaintiff
12 and others of all duty during said rest periods. REAL FOOD did not pay to Plaintiff
13 and others one additional hour of pay at Plaintiff's regular rate of compensation for each
14 workday that one or more statutory rest periods was not provided. It was not part of the company
15 policy for employees such as Plaintiff to take at least two rest breaks per shift. In fact, Plaintiff
16 and others did not take any rest breaks at all. The concept of rest breaks was not
17 implemented as it was not company policy. Moreover, it would not have been possible for
18 employees such as Plaintiff to take such rest breaks due to being understaffed and due to a
19 heavy workload, especially in the fast-paced restaurant industry. As such, the culture as well as
20 the policies and procedures of REAL FOOD did not lend itself to the employees receiving
21 consistent statutory rest breaks wherein they were relieved of all work duties. The environment
22 at REAL FOOD was not conducive to receiving multiple statutory rest breaks under California
23 law and timely, statutory rest breaks were not authorized or enforced.

24 14. REAL FOOD violated Labor Code §§ 512 and 226.7 and the appropriate Industrial
25 Welfare Commission Wage Order no. 5 because it failed to provide hourly, non-exempt
26 employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods
27 for every five (5) hours of work throughout their employment. REAL FOOD did not completely
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1 relieve Plaintiff and other employees of all duty during said meal periods. REAL FOOD did
2 not pay to Plaintiff and its hourly, non-exempt employees one additional hour of pay at their
3 regular rate of compensation for each workday that one or more statutory meal periods was not
4 provided. The hourly, non-exempt employees would often not be able to receive meal periods
5 before the 5th hour worked that were actually uninterrupted. The latter was due to the workload
6 and due to being in a fast-paced restaurant environment. Like the rest breaks, receiving a thirty-
7 minute uninterrupted and timely meal break was not part of the company culture and was not
8 enforced by REAL FOOD. For instance, Plaintiff's clock in/clock out records
9 for June 7, 2023 reveal that she clocked in at 5:05pm for work and clocked out at 11:54pm
10 without every taking a meal break even though she worked 6.82 hours. In the same vein, Plaintiff
11 worked from 6:05pm to 3:26am on May 13, 2023, equating to 9.35 hours,
12 without receiving a meal break. Furthermore, the company had a policy and practice of having
13 employees clock in for work and then immediately or soon thereafter clock out for their meal
14 period within the first 5-10 minutes worked. The issue with the latter policy is that the employees
15 then end up working a shift of 5 hours or more without actually getting a timely meal break.
16 Consequently, it was the normal practice and custom of REAL FOOD not to authorize, permit,
17 and enforce timely statutory meal periods. If REAL FOOD had Plaintiff sign a meal period
18 waiver, it would not be valid and enforceable since Plaintiff and others generally worked more
19 than a 6-hour shift. If REAL FOOD had Plaintiff sign an on-duty meal period agreement
20 wherein Plaintiff agreed to work through the meal periods, it would be invalid and
21 unenforceable because the nature of Plaintiff's job does not and did not prevent them from
22 taking a meal period and the company could have hired "breakers" to relieve Plaintiff of their
23 job duties so that they can actually take a timely, uninterrupted meal period. Moreover, any such
24 "on duty" meal period agreement did not allow for Plaintiff to revoke such an agreement even
25 if it was signed. As such, Plaintiff and others did not always receive statutory, timely meal
26 periods during their employment. To the extent that REAL FOOD argues that employees receive
27 meal break premium pay for missed meal periods, that argument is inconsequential for PAGA
28 penalty purposes since the PAGA penalties are for the violations themselves, irrespective of

1 whether an employee received the premium payment for a missed, short, or interrupted meal
2 period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, “section 226.7 does not give
3 employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour
4 of pay.” See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in
5 original). Thus, the extra hour of pay does not excuse the violation; the employer has still
6 committed a violation even if the remedy for the violation has been paid. See *Wert v. U.S.*
7 *Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment
8 and culture at REAL FOOD was not conducive to receiving consistent, timely, statutory meal
9 breaks under California law. Moreover, any meal or rest break premiums paid were not
10 compensated at the weighted average regular rate, inclusive of bonuses and/or incentive
11 payments as well as overtime compensation.

12 15. Furthermore, during the relevant time period, and due to the above labor code violations,
13 REAL FOOD failed to pay Plaintiff and other similarly situated aggrieved employees all
14 wages due to them within any time period specified by California Labor Code section 204. REAL
15 FOOD was also in violation of California Labor Code section 226(a) by failing to include
16 pertinent information on the wage statements, including but not limited to, the correct hourly
17 rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned, net
18 wages earned, premium pay for missed meal and rest breaks, all deductions, the correct start and
19 end of the pay period, all employee identifying information, the correct and complete name and
20 address of the legal employer, and reimbursement for business expenses, among others. As such,
21 REAL FOOD did not provide Plaintiff and other similarly situated aggrieved employees with
22 complete, accurate itemized wage statements.

23 16. During the relevant time period, REAL FOOD also failed to keep accurate and complete
24 payroll records showing the actual hours worked per day and the wages paid to Plaintiff and
25 others pursuant to California Labor Code sections 1174(d).

26 17. REAL FOOD also violated Labor Code § 203 because it willfully failed to pay Plaintiff
27 and other similarly situated aggrieved employees earned and due wages upon separation of
28 employment, either immediately upon involuntary termination, or within 72 hours of resignation.

1 These earned but unpaid wages include compensation for all hours worked, including minimum
2 wages, overtime compensation, and premium pay for missed meal and rest breaks.

3 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
4 necessary, business-related expenses and costs that were not reimbursed by REAL FOOD. These
5 costs include, but are not limited to, uniforms and use of personal cell phones for work purposes.
6 Accordingly, REAL FOOD was in violation of California Labor Code sections 2800 and 2802.
7 Additionally, REAL FOOD violated Labor Code Section 351 and 353 by taking some of
8 the tips meant for employees and also deducting the tips from Plaintiff's and others' earned
9 wages. REAL FOOD also deducted the credit card fee from Plaintiff's and others' tips and did
10 not timely provide the credit card and even cash tips to Plaintiff and other similarly situated
11 aggrieved employees. As such, Plaintiff and the other similarly situated employees were not
12 given accurate tips to which they were entitled.

13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

15 **(California Industrial Welfare Commission Order 5-2001, California Code of**
16 **Regulations Title 8 Section 11050, and California Labor Code Section 1198)**

17 **(Plaintiff against all named defendants and all DOE defendants)**

18 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

20 20. At all times relevant herein, Defendants were required to compensate its employees for
21 all hours worked upon reporting for work at the appointed time stated by the employer
22 pursuant to Industrial Welfare Commission Order 5-2001, California Code of
23 Regulations, Title 8, Section 11050.

24 21. For the three (3) years preceding filing of this action, Defendants failed to compensate
25 Plaintiff for all hours worked.

26 22. Under the aforementioned wage order and regulations, Plaintiff is to recover
27 compensation for all hours worked but not paid by Defendants for the three (3) years
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preceding the filing of this Complaint.

23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court.

24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable attorney's fees and costs of suit.

25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs which will equal an amount known to Plaintiff once she has obtained all of her payroll records from Defendants.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(California Labor Code Sections 1194, 1194.2, 1197)

(Plaintiff against all named defendants and all DOE defendants)

26. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the minimum wage rate for all hours worked as required by the applicable Industrial Welfare Commission (hereinafter "IWC") Wage Order No. 5-2001, codified at California Code of Regulations, Title 8, Section 11050, subdivision 4.

28. Pursuant to IWC Wage Order no. 5-2001, subdivision 2(K)/(H), at all relevant times, "hours worked" included "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so..."

1 29. During her employment, Plaintiff was regularly required as a matter of uniform
2 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
3 was paid less than the minimum wage rate by Defendants for hours worked in violation of
4 California Labor Code Section 1197 and the applicable California Industrial Wage
5 Commission wage order(s).

6 30. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
7 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
8 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
9 to believe that their acts or omissions were not contrary to California law.

10 31. For all hours worked by Plaintiff for which he was paid less than the minimum wage
11 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
12 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
13 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
14 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

15 32. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
16 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
17 trial.

18
19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO PAY OVERTIME**

21 **(California Industrial Welfare Commission Order 5-2001, California Code of**
22 **Regulations Title 8 Section 11050; California Labor Code Section 510)**
23 **(Plaintiff against all named defendants and all DOE defendants)**

24 33. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.

26 34. Pursuant to Industrial Welfare Commission Order No. 5-2001, Cal. Code of
27 Regs., Title 8, Section 11050, for the period of Plaintiff's employment, Defendants were
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1 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
2 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
3 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
4 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
5 week.

6 35. Plaintiff was a non-exempt employee entitled to the protections of the California
7 Industrial Welfare Commission Order No. 5-2001, California Code of Regulations,
8 Title 8, Section 11050.

9 36. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
10 single workday or forty (40) hours in a single workweek on numerous occasions.

11 37. Plaintiff was entitled to the above overtime premiums.

12 38. Defendants did not pay Plaintiff premium wages of at least one and one-half times
13 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
14 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
15 twelve (12) in a day.

16 39. Defendants did not pay Plaintiff premium wages of at least one and one-half times
17 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

18 40. Plaintiff worked at least one pay period in which he was not properly paid overtime
19 within the three (3) years prior to the initiation of this lawsuit.

20 41. Defendants know or should know the actual dates of overtime worked, the amount of
21 overtime worked, and the amount of unpaid overtime due.

22 42. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
23 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
24 Court.

25 43. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
26 Regulations, Title 8, Sections 11050, Plaintiff is entitled to recover damages for the
27 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
28 reasonable attorney's fees and costs of suit.

1 44. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
3 trial.

4 **FOURTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

6 **(California Labor Code Section 226)**

7 **(Plaintiff against all named defendants and all DOE defendants)**

8 45. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 44, inclusive, of this Complaint as though fully set forth herein.
10

11 46. Pursuant to California Labor Code Section 226, every employer must furnish each
12 employee an itemized statement of wages and deductions at the time of payment of wages.

13 47. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
14 accurately reflected all information required by Labor Code Section 226, including but not
15 limited to, gross wages earned, including overtime, minimum wages, and premium pay for
16 missed meal and rest breaks, net wages earned, total hours worked by the employee, and all
17 deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage
18 statements to Plaintiff in accordance with California Labor Code Section 226(a).

19 48. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
20 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
21 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
22 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
23 reasonable attorney's fees.

24 49. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
25 sustained damages, including loss of earnings, in an amount to be established at trial. As a
26 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
27 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
28 and attorney's fees pursuant to statute.

1 50. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
3 trial.

4 **FIFTH CAUSE OF ACTION**

5 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

6 **(California Labor Code Section 204)**

7 **(Plaintiff against all named defendants and all DOE defendants)**

8 51. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.
10

11 52. California Labor Code Section 204 establishes the fundamental right of all employees
12 in the State of California to be paid wages in a timely fashion for their work.

13 53. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
14 full amount of all owed wages when due as required by California Labor Code Section 204.

15 54. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
16 informed, believes, and thereon alleges, that all times relevant during the liability period,
17 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
18 including overtime hours, the minimum wage, and premium pay for missed meal and rest
19 breaks.

20 55. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
21 amount, subject to proof, to the extent she was not paid all wages each pay period. The precise
22 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
23 from Defendants' records or indirectly based on information from Defendants' records.

24 56. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
25 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
26 trial.

27 ///

28 ///

(Plaintiff against all named defendants and all DOE defendants)

64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at

1 trial.

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3 **SEVENTH CAUSE OF ACTION**
4 **FAILURE TO GIVE REST BREAKS**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 65. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.

8 66. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 9 a. Title 8 of the California Code of Regulations Sections 11050(12)(A), which
10 provides that every employer shall authorize and permit all employees to take rest
11 periods, which insofar as practicable shall be in the middle of each work period.
12 The authorized rest period time shall be based on the total hours worked daily at the
13 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
14
15 b. Title 8 of the California Code of Regulations Sections 11050(12)(B), which
16 provides that if an employer fails to provide an employee a rest period in
17 accordance with the applicable provisions of this order, the employer shall pay the
18 employee one (1) hour of pay at employee's regular rate of compensation for each
19 workday that the rest period is not provided;
20
21 c. Title 8 of the California Code of Regulations sections 11050(20)(A), which
22 penalizes the employer \$50.00 for each initial violation, per employee, of any
23 provision of the Wage Order, and \$100.00 for each additional violation thereafter
24 per employee; and
25
26 d. California Labor Code section 226.7, which states that (a) no employer shall require
27 any employee to work during any rest period mandated by an applicable order of
28 the Industrial Welfare Commission, and (b) if an employer fails to provide an

1 employee a rest period in accordance with an applicable order of the Industrial
2 Welfare Commission, the employer shall pay the employee one (1) additional hour
3 of pay at employee's regular rate of compensation for each work day that the rest
4 period is not provided.

5 67. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute
6 rest break after every four (4) hours of work or major fraction thereof, as required by California
7 law.

8 68. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
9 regulations, and wage orders alleged in this cause of action along with any allowable interest,
10 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
11 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

12 69. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
13 fees as well as interest under Labor Code section 218.6.

14 70. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
16 trial.

17 **EIGHTH CAUSE OF ACTION**

18 **FAILURE TO GIVE MEAL BREAKS**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 71. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 70, inclusive, of this Complaint as though fully set forth herein.

22 72. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 23 a. California Labor Code section 512(a), which requires that employees be given a 30-
24 minute uninterrupted meal break after five (5) hours of work, and a second
25 uninterrupted meal break after ten (10) hours of work;
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27
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- 1 b. California Labor Code section 226.7, which states that (a) no employer shall require
2 any employee to work during any meal period mandated by an applicable order of
3 the Industrial Welfare Commission, and (b) if any employer fails to provide an
4 employee a meal period in accordance with an applicable order of the Industrial
5 Welfare Commission, the employer shall pay the employee one (1) additional hour
6 of pay at the employee's regular rate of compensation for each workday that the
7 meal period is not provided;
8
9 c. California Industrial Welfare Commission Order No. 4/5 section 11(B), as codified
10 under Title 8 of the California Code of Regulations Section 11050, which states that
11 if an employer fails to provide an employee a meal period in accordance with the
12 applicable provisions of the Wage Order, the employer shall pay the employee one
13 (1) hour of pay at the employee's regular rate of compensation for each workday
14 that the meal period is not provided;
15
16 d. California Industrial Welfare Commission Wage Order No. 4/5 Section 7(A)(3), as
17 codified under Title 8 of the California Code of Regulations Section 11050, which
18 requires an employer to maintain records documenting its employees' meal periods;
19
20 e. California Industrial Welfare Commission wage order No. 4/5 Section 20(A), as
21 codified under California Code of Regulations Section 11050, which penalizes the
22 employer \$50.00 for each initial violation, per employee, of any provision of the
23 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
24
25 f. California Labor Code section 1171 and 1173, which have given the California
26 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4
27 and 5) as enforceable law.

28 73. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks

1 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
2 to take a second relieved meal break after ten (10) hours of work, as required by California
3 law. California Labor Code section 512(a) and California Industrial Welfare Commission
4 Order No. 4/5, as codified under California Code of Regulations Sections 11050 et. seq.
5 requires that employees receive uninterrupted meal periods every five (5) hours of consecutive
6 work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of
7 all work duty. California Labor Code section 226.7 provides that employers may not require
8 their employees to work through their meal periods. California Labor Code section 226.7 and
9 California Code of Regulations section 11050 requires that if the employer fails to provide the
10 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
11 of pay for each work day that the meal period is not given.
12

13 74. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
14 regulations, and wage orders alleged in this cause of action along with any allowable interest,
15 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
16 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
17

18 75. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
19 fees as well as interest under Labor Code section 218.6.

20 76. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
21 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
22 trial.

23 **NINTH CAUSE OF ACTION**

24 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

25 **(Plaintiff against All Named Defendants and all DOE defendants)**

26 77. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 76, inclusive, of this Complaint as though fully set forth herein.
28

1 78. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
2 employee for all necessary expenditures or losses incurred by the employee in direct
3 consequence of the discharge of his or her duties.”

4 79. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
5 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
6 of completing her job duties, which were not reimbursed by Defendant. These expenses
7 include, but are not limited to, use of personal cell phones for work purposes and uniforms.

8 80. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
9 and attorney’s fees and costs, under Labor Code section 2802.

10 **TENTH CAUSE OF ACTION**

11 **PRIVATE ATTORNEYS GENERAL ACT**

12 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
13 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 351, 353, 510, 512, 558, 1174, 1174.5,**
14 **1194, 1197.1, 1198, 2802)**

15 **(Plaintiff against REAL FOOD and all DOE defendants)**

16 81. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 80, inclusive, of this Complaint as though fully set forth herein.

18 82. Plaintiff has complied with the procedures for bringing suit specified in California
19 Labor Code § 2699.3. By letter dated February 17, 2023, Plaintiff gave written notice by certified
20 mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the
21 specific provisions of the California Labor Code alleged to have been violated, including the
22 facts and theories to support the alleged violations.

23 83. Pursuant to California Labor code section 2699.3, no response was received from
24 the LWDA within 65 days of the postmark date of the above-alleged letter.

25 84. Plaintiff therefore has exhausted all administrative remedies required of her under
26 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
27 cause of action and pursue penalties in a representative action for Defendants’ violations of the
28 Labor Code.

85. Pursuant to California Labor Code section 2699, any provisions of the Labor

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

6 86. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
7 violator and had one or more of the alleged violations committed against her, and therefore is
8 properly suited to represent the interests of other current and former employees, including all
9 current and former hourly, non-exempt employees who worked for REAL FOOD in the State of
10 California during the applicable PAGA Period.

11 87. Based on the acts alleged above, Plaintiff, on behalf of others, seeks penalties
12 under California Labor Code sections 2698 and 2699 because of Defendants’ violations of
13 numerous provisions of the California Labor Code as alleged in this Complaint.

14 88. Plaintiff therefore has exhausted all administrative remedies required of her under
15 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute
16 this cause of action and pursue penalties in a representative action for Defendants’ violations of
17 the Labor Code.

18 89. California Labor Code section 2699 et seq. imposes penalties upon culpable
19 Defendants for violating the Labor Code.

20 90. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
21 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
22 seeking individual penalties/victim specific relief or underpaid wages for herself or other
23 employees under this specific PAGA cause of action. Plaintiff has separate causes of action in
24 this Complaint for individual wages but is not seeking wages through the PAGA action.

25 91. Specifically, Plaintiff seeks penalties under California Labor Code
26 section 2699, for the following:

27 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
28

1 226.3, 226.7, 351, 353, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802, and any
2 other Labor Codes/Industrial Welfare Commission Order (No. 5) violated based on the facts
3 alleged in this Complaint.

4 92. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
5 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved employees
6 as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional
7 limits of this Court.

8 **ELEVENTH CAUSE OF ACTION**
9 **FAILURE TO PROVIDE PERSONNEL FILE**

10 **(Plaintiff against All Named Defendants and all DOE defendants)**

11 93. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 92, inclusive, of this Complaint as though fully set forth herein.

13 94. Labor Code section 1198.5 dictates "every current and former employee, or his or her
14 representative, has the right to inspect and receive a copy of the personnel records that the
15 employer maintains relating to the employee's performance or to any grievance concerning the
16 employee."
17

18 95. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the employer
19 shall make the contents of those personnel records available for inspection to the current or
20 former employee, or his or her representative, at reasonable intervals and at reasonable
21 times..." On information and belief, Defendants intentionally failed to provide Plaintiff with
22 personnel records when requested by Plaintiff via certified letter, return receipt requested, on
23 June 30, 2023, as required by law. Plaintiff requested her personnel records in accordance with
24 California Labor Code section 1198.5 on June 30, 2023 via U.S. Certified Mail, return receipt
25 requested.
26

27 96. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
28

1 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff
2 has suffered and continues to suffer substantial losses related to Defendants' failure to provide
3 personnel records.

4 97. Plaintiff seeks all available remedies for Defendants' violations including, but not
5 limited penalties, and costs to the extent permitted by law and according to proof at trial.
6 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants
7 in the amount of \$750.00, along with costs and attorney's fees.
8

9 **TWELFTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE PAY RECORDS**

11 **(Plaintiff against All Named Defendants and all DOE defendants)**

12 98. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 97, inclusive, of this Complaint as though fully set forth herein.
14

15 99. Labor Code section 226 sub-section (b) dictates "an employer...shall afford current and
16 former employees the right to inspect or copy records pertaining to their employment, upon
17 reasonable request to the employer..."
18

19 100. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer who
20 receives a written or oral request to inspect or copy records pursuant to subdivision (b)
21 pertaining to a current or former employee shall comply with the request as soon as
22 practicable, but no later than 21 calendar days from the date of the request." On information
23 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
24 by Plaintiff via certified letter, return receipt requested, on June 30, 2023, and as required by
25 law.
26
27
28

1 101. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
2 continues to suffer substantial losses related to Defendants' failure to provide pay records.
3 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants
4 in the amount of \$750.00, along with costs and attorney's fees.

5 102. Plaintiff seeks all available remedies for Defendants' violations including, but not
6 limited penalties, and costs to the extent permitted by law and according to proof at trial.
7

8 **THIRTEENTH CAUSE OF ACTION**

9 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

10 **(California Business and Professions Code Section 17200)**

11 **(Plaintiff against REAL FOOD DAILY, LLC and all DOE defendants)**

12
13 103. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 102, inclusive, of this Complaint as though fully set forth herein.

15 104. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
16 constitutes unfair and unlawful business practices under California Business and Professions
17 Code Section 17200, et seq.

18 105. Defendant's violations of the California labor laws and the Labor Code
19 constitutes a business practice because it was done repeatedly over a significant period of time
20 in a systematic manner that was detrimental to Plaintiff and other employees.

21 106. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
22 reasonable attorneys' fees and costs of said suit as specifically provided in California Code of
23 Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et
24 seq.

25 107. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
26 multiple damages as specifically provided in California Business and Professions Code section
27 17200 et seq.
28

108. For the four years preceding the filing of this action, Plaintiff requests
restitution of all monies and profits to be disgorged from Defendants in an amount according to
proof at time of trial, but in excess of the jurisdiction of this Court.

PRAYER FOR RELIEF

1. For compensatory damages including lost past and future wages, overtime,
commissions, and all other sums of money, including employment benefits, together
with interest on said amounts, and any other economic injury to Plaintiff, according to
proof up to the sum of \$100,000;
2. For special and consequential damages to the extent allowed by law up to the sum of
\$250,000;
3. For restitution and disgorgement for all unfair business practices by corporate/business
Defendants against Plaintiff in an amount according to proof;
4. For an order enjoining corporate/business Defendants from further unfair and unlawful
business practices in violation of Business and Professions Code section 17200, et seq.;
5. For damages and penalties against Defendants under Labor Code section
226 for Plaintiff in a sum up to \$4,000;
6. For damages and penalties pursuant to Labor Code section 203 against Defendants in
a sum up to \$10,000;
7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
when Plaintiff did not receive an uninterrupted thirty (30) minute meal period up to the
sum of \$25,000;
8. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
(3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period
up to the sum of \$25,000;
9. For maximum civil penalties available under the Labor Code and applicable Wage Order
against Defendant as described more particularly in the Complaint and Representative
PAGA claim/action up the sum of \$100,000 for Plaintiff individually;
10. For all remedies available to Plaintiff under the applicable Wage Order and the

1 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
2 liquidated damages, damages, penalties, and waiting time penalties according to proof
3 to the extent permitted by law;

4 11. For the imposition of civil penalties and/or statutory penalties;

5 12. Reasonable attorney's fees where available by law, including but not limited to,
6 pursuant to the California Labor Code, including section 2698, and/or other
7 applicable laws; and

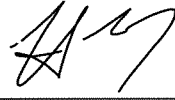
8 13. Costs and expenses of suit incurred herein;

9 14. For all interest as allowed by law;

10 15. For such other and further relief as the Court deems just and proper.

11
12 DATED: October 18, 2023

MESSRELIAN LAW INC.

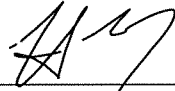
13
14 By 
15 Harout Messrelia, Esq.
16 Attorneys for Plaintiff Sheridan Covington

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

19
20 DATED: October 18, 2023

MESSRELIAN LAW INC.

21
22 By 
23 Harout Messrelia, Esq.
24 Attorneys for Plaintiff Sheridan Covington
25
26
27
28

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 10/18/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u>Y. Ayala</u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 23STCV25449

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Jon R. Takasugi	17					

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

on 10/18/2023
(Date)

By Y. Ayala, 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?

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

Advantages of ADR

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

Disadvantages of ADR

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

Main Types of ADR

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

Mediation may be appropriate when the parties

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

Mediation may not be appropriate when the parties

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

How to Arrange Mediation in Los Angeles County

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

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

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

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

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

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

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

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

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

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

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

FILED
 Superior Court of California
 County of Los Angeles

MAY 03 2019

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

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

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

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

1) DEFINITIONS

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

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

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

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

b) Represented Litigants

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

c) Public Notice

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

1 d) Documents in Related Cases

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

5 3) EXEMPT LITIGANTS

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

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

12 4) EXEMPT FILINGS

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

- 14 i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of
15 Civil Procedure sections 170.6 or 170.3;
- 16 ii) Bonds/Undertaking documents;
- 17 iii) Trial and Evidentiary Hearing Exhibits
- 18 iv) Any ex parte application that is filed concurrently with a new complaint including those
19 that will be handled by a Writs and Receivers department in the Mosk courthouse; and
- 20 v) Documents submitted conditionally under seal. The actual motion or application shall be
21 electronically filed. A courtesy copy of the electronically filed motion or application to
22 submit documents conditionally under seal must be provided with the documents
23 submitted conditionally under seal.

24 b) Lodgments

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

27 //

28 //

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

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

4 6) TECHNICAL REQUIREMENTS

- 5 a) Electronic documents must be electronically filed in PDF, text searchable format **when**
6 technologically feasible without impairment of the document's image.
- 7 b) The table of contents for any filing must be bookmarked.
- 8 c) Electronic documents, including but not limited to, declarations, proofs of service, and
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the
12 bookedmarked item and briefly describe the item.
- 13 d) Attachments to primary documents must be bookmarked. Examples include, but are not
14 limited to, the following:
- 15 i) Depositions;
16 ii) Declarations;
17 iii) Exhibits (including exhibits to declarations);
18 iv) Transcripts (including excerpts within transcripts);
19 v) Points and Authorities;
20 vi) Citations; and
21 vii) Supporting Briefs.
- 22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly
23 encouraged.
- 24 f) Accompanying Documents
- 25 Each document accompanying a single pleading must be electronically filed as a **separate**
26 digital PDF document.
- 27 g) Multiple Documents
- 28 Multiple documents relating to one case can be uploaded in one envelope transaction.

h) Writs and Abstracts

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

i) Sealed Documents

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

j) Redaction

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

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

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

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

8) EX PARTE APPLICATIONS

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

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

9) PRINTED COURTESY COPIES

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

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

- a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(1), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)
- b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

1 11) SIGNATURES ON ELECTRONIC FILING

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

5
6 This First Amended General Order supersedes any previous order related to electronic filing,
7 and is effective immediately, and is to remain in effect until otherwise ordered by the Civil
8 Supervising Judge and/or Presiding Judge.

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10 DATED: May 3, 2019



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The signature of Kevin C. Brazile is written in cursive over a horizontal line. Below the signature, the text "KEVIN C. BRAZILE" and "Presiding Judge" is printed in a sans-serif font.