

SUMMONS (CITACION JUDICIAL)

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

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

MNE CONGLOMERATE, INC., a California Corporation,
Additional Parties Attached

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/17/2023 2:51 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

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

ALEXANDER MONTOYA, on behalf of the general public and other
"aggrieved employees",

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): Stanley Mosk Courthouse

111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

23STCV19730

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):

Roman Otkupman, Nidah Farishta: 5743 Corsa Ave, Suite 123, Westlake Village, CA 91362; (818)293-5623

David W. Slayton, Executive Officer/Clerk of Court

DATE:

(Fecha) 08/17/2023

Clerk, by

(Secretario) Y. Tarasyuk

, Deputy

(Adjunto)

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

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

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)	☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation)	☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership)	☐ CCP 416.90 (authorized person)
☐ other (specify):	
- ☐ by personal delivery on (date):

SHORT TITLE: Alexander Montoya v. MNE Conglomerate, Inc., et al.	CASE NUMBER: 23STCV19730
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

L **dd** **r** (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

ENW TRUCKING, LLC, a California, and DOES 1 through 10, inclusive.

Roman Otkupman, CSBN 249423
Roman@OLFLA.com
Nidah Farishta, CSBN 312360
Nidah@OLFLA.com
OTKUPMAN LAW FIRM, A LAW CORPORATION
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Superior Court of California,
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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Attorney for Plaintiff,
Alexander Montoya, on behalf of the general public and other “aggrieved employees”

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ALEXANDER MONTOYA, on behalf of the
general public and other “aggrieved
employees”,

Plaintiff,

vs.

MNE CONGLOMERATE, INC., a California
Corporation, ENW TRUCKING, LLC, a
California, and DOES 1 through 10,
inclusive.

Defendants.

CASE NO. **23STCV19730**

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. PENALTIES PURSUANT TO
LABOR CODE SECTION 2699(f)
FOR VIOLATIONS OF LABOR
CODE §§ 226.7, 512, 558, 510, 1194,
1194.2, 226(a),(e) 1174(d), 201-203,
204(a)(b), 2802, 210, 218, 6400,
6401, 6403, 6404, 6407, 8 CCR 3202,
17200**

DEMAND FOR JURY TRIAL

Plaintiff Alexander Montoya (“Plaintiff”), on behalf of the general public and other
“aggrieved employees” complains of Defendants as follows:

I. INTRODUCTION

1. This is a Representation Action, pursuant to Labor Code § 2698, 2699 et seq., on
behalf of Plaintiff and certain individuals who are employed by, or were formerly employed by
MNE Conglomerate, Inc., ENW Trucking, LLC and any subsidiaries or affiliated companies
(hereinafter collectively referred to as “Defendants”) within California.

2. For at least one (1) year prior to the filing of this action and continuing to the present
(the “liability period”), Plaintiff and Defendant’s California employees were routinely unable,
and not authorized to take their 10-minute rest periods and were also unable to take an
uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and
Defendant’s California employees were forced to continue working through their meal and rest

1 breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's
2 California employees were unable to take their required meal and rest breaks. Moreover,
3 Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break
4 to Plaintiff and Defendant's California employees who were denied timely meal and rest
5 breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section
6 12.

7 3. Plaintiff also claims that Defendant has failed to pay all overtime wages due to
8 non-exempt employees. As a result, employees are not properly compensated for work
9 performance in excess of eight (8) hours in a workday and work performed in excess of forty
10 (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of
11 pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than
12 forty (40) hours per week and do not receive overtime compensation at a rate of one and one
13 half of their regular rate. Plaintiff and Defendant's California employees were forced to work
14 overtime and were not paid for all hours worked including all straight time wages, and overtime
15 wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510,
16 1194, 1194.2.

17 4. Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any
18 agreement to work for a lesser wage, any employee receiving less than the legal minimum
19 wage or the legal overtime compensation applicable to the employee is entitled to recover in a
20 civil action the unpaid balance of the full amount of this minimum wage or overtime
21 compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Plaintiff
22 and Defendant's California employees claim that Defendant engaged in "illegal shaving." This
23 essentially means that the Defendant underpaid Plaintiff by rounding the time Plaintiff worked
24 in violation of Labor Code Section 1194(a).

25 5. Defendants failed to issue Plaintiff and Defendant's California employees
26 accurately itemized wage statements. As Defendants failed to compensate Plaintiff and
27 Defendants' California employees with all wages due, as detailed above, their wage statements
28 failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total
hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor
Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding
number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants'

1 failure to pay all overtime wages due. Since the wage statements provided to Plaintiff failed to
2 accurately reflect the total number of Plaintiff's worked hours, due to the illegal shaving. These
3 violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and
4 Defendants' California employees.

5 6. Defendants knowingly and intentionally failed to provide Plaintiff and
6 Defendant's California employees timely, accurate, itemized wage statements in accordance
7 with Labor Code § 226 and keep accurate records as required by § 1174(d). The statements
8 provided to Plaintiff and Defendant's California employees, and the records maintained by
9 Defendants, have not accurately reflected actual gross wages earned, including pay for all hours
10 worked, overtime, and meal/rest premiums, and total hour worked.

11 7. Our client further alleges that Defendants paid him and Defendant's California
12 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202.
13 As they were not paid all wages due and owing throughout the course of their employment as a
14 result of Defendants' failure to pay all premium wages as detailed above, at the time of their
15 separation, they were not paid all final wages due and owing for the entirety of their
16 employment. This violates Labor Code §§ 201-203.

17 8. Defendant pays Plaintiff and its California employees on a bi-weekly basis and
18 has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly
19 basis must be paid no later than seven calendar days following the close of the payroll period.
20 Due to the violations described above, Plaintiff and Defendant's California employees did not
21 receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

22 9. Defendant failed to reimburse Plaintiff and Defendant's California employees
23 for the equipment they purchased to perform work for Defendant such as face masks.
24 Defendant further failed to reimburse its California employees for using their personal cell
25 phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer
26 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
27 employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and
28 Defendant's California employees have incurred reasonable and necessary expenses in the
course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code
§ 2802.

10. Defendants failed to continue to take precautions to ensure employee safety after

1 the onset of COVID. Under LC §6409.6(a)(1). “COVID-19” means severe acute respiratory
2 syndrome coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant’s California employees,
3 directly after the onset of COVID, were required to partake in mandatory temperature and
4 health checks, but these activities were not enforced or practiced quickly after the onset of
5 COVID and when COVID was still a health risk to the employees. Plaintiff and Defendant’s
6 California employees were also required to provide their own masks at the workplace. As a
7 result of these practices, Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403,
8 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as
9 outlines above. Defendants are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et*
10 *seq.*

11 11. Defendants failed to pay all wages earned to Plaintiff and Defendant’s
12 California employees as a result of the unlawful employment policies and practices herein. As a
13 result of these practices, Plaintiff and Defendant’s California employees were underpaid for
14 hours worked, including overtime and penalty wages, and this underpayment resulted in a
15 failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under
16 Labor Code § 210 for failure to pay wages as required by law.

17 12. Plaintiff, on behalf of the general public other “aggrieved employees” brings this
18 action pursuant to Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a)(e), 1174(d), 201-203,
19 204(a)(b), 2802, 210, 218, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202.

20 13. Venue as to each Defendant is proper in this judicial district, pursuant to Code
21 of Civil Procedure § 395. Defendants operate within the State of California. The unlawful acts
22 alleged herein took place in Wilmington, California.

23 II. PARTIES

24 A. PLAINTIFF

25 14. Plaintiff Alexander Montoya is a resident of Los Angeles, California. At all times
26 relevant herein, he was employed by Defendants in Los Angeles County, California. Plaintiff was
27 employed by Defendants as a non-exempt, hourly employee in California, including in and around
28 the city of Wilmington, County of Los Angeles. During Plaintiff’s employment:

A. Plaintiff did not receive final wages at the time of his termination.

B. Plaintiff was required to work without meal and rest periods, nor compensation in lieu
thereof, as required by the Labor Code and relevant Wage Orders.

1 C. Plaintiff was required to work either in excess of eight hours per workday or in excess of
2 forty hours per workweek without receiving compensation at a rate of one and one half
3 the regular rate of pay.

4 D. Plaintiff was forced to receive inaccurately itemized and deficient wage statements, in
5 violation of Labor Code § 226(a).

6 E. Plaintiff did not receive his compensation in accordance with Labor Code § 204 in that
7 Defendants failed to issues wages to its employees within seven (7) calendar days after
8 the pay period ended.

9 F. Plaintiff was not paid in a timely manner pertaining to the waiting time penalties in
10 accordance with Labor Code §§ 201-203.

11 G. Defendant also failed to reimburse Plaintiff and Defendant's California employees for
12 reasonable and necessary expenses in the course of their job duties, in violation of Labor
13 Code § 2802.

14 **B. DEFENDANTS**

15 15. Defendant MNE Conglomerate, Inc., is a California Corporation doing business in
16 Wilmington, California. It operates within the State of California. Defendant employed Plaintiff and
17 similarly situated employees within California. The violations alleged herein arose in Wilmington,
18 California.

19 16. Defendant ENW Trucking, LLC, is a California Limited Liability Company doing
20 business in Wilmington, California. It operates within the State of California. Defendant employed
21 Plaintiff and similarly situated employees within California. The violations alleged herein arose in
22 Wilmington, California.

23 17. As used herein, the term "AGGRIEVED EMPLOYEES," and "DEFENDANTS'
24 CALIFORNIA EMPLOYEES," shall mean Defendant MNE Conglomerate, Inc., ENW Trucking,
25 LLC's non-exempt employees.

26 18. The true names and capacities, whether individual, corporate, associate, or otherwise,
27 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
28 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
seek leave of court to amend this Complaint to reflect the true names and capacities of the

1 Defendants designated hereinafter as DOES when such identities become known.

2 19. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
3 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
4 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
5 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
6 employer and/or joint employer of Plaintiff and all other aggrieved employees.

7 **FACTUAL ALLEGATIONS**

8 20. Plaintiff and Defendant's California employees were routinely unable, and not
9 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted
10 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's
11 California employees were forced to continue working through their meal and rest breaks in
12 order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California
13 employees were unable to take their required meal and rest breaks. Moreover, Defendants
14 failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff
15 and Defendant's California employees who were denied timely meal and rest breaks, in
16 violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

17 21. Plaintiff also claims that Defendant has failed to pay all overtime wages due to
18 non-exempt employees. As a result, employees are not properly compensated for work
19 performance in excess of eight (8) hours in a workday and work performed in excess of forty
20 (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of
21 pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than
22 forty (40) hours per week and do not receive overtime compensation at a rate of one and one
23 half of their regular rate. Plaintiff and Defendant's California employees were forced to work
24 overtime and were not paid for all hours worked including all straight time wages, and overtime
25 wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510,
26 1194, 1194.2.

27 22. Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any
28 agreement to work for a lesser wage, any employee receiving less than the legal minimum
wage or the legal overtime compensation applicable to the employee is entitled to recover in a
civil action the unpaid balance of the full amount of this minimum wage or overtime
compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Plaintiff

1 and Defendant's California employees claim that Defendant engaged in "illegal shaving." This
2 essentially means that the Defendant underpaid Plaintiff by rounding the time Plaintiff worked
3 in violation of Labor Code Section 1194(a).

4 23. Defendants failed to issue Plaintiff and Defendant's California employees
5 accurately itemized wage statements. As Defendants failed to compensate Plaintiff and
6 Defendants' California employees with all wages due, as detailed above, their wage statements
7 failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total
8 hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor
9 Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding
10 number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants'
11 failure to pay all overtime wages due. Since the wage statements provided to Plaintiff failed to
12 accurately reflect the total number of Plaintiff's worked hours, due to the illegal shaving. These
13 violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and
14 Defendants' California employees.

15 24. Defendants knowingly and intentionally failed to provide Plaintiff and
16 Defendant's California employees timely, accurate, itemized wage statements in accordance
17 with Labor Code § 226 and keep accurate records as required by § 1174(d). The statements
18 provided to Plaintiff and Defendant's California employees, and the records maintained by
19 Defendants, have not accurately reflected actual gross wages earned, including pay for all hours
20 worked, overtime, and meal/rest premiums, and total hour worked.

21 25. Our client further alleges that Defendants paid him and Defendant's California
22 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202.
23 As they were not paid all wages due and owing throughout the course of their employment as a
24 result of Defendants' failure to pay all premium wages as detailed above, at the time of their
25 separation, they were not paid all final wages due and owing for the entirety of their
26 employment. This violates Labor Code §§ 201-203.

27 26. Defendant pays Plaintiff and it's California employees on a bi-weekly basis and
28 has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly
basis must be paid no later than seven calendar days following the close of the payroll period.
Due to the violations described above, Plaintiff and Defendant's California employees did not
receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

1 27. Defendant failed to reimburse Plaintiff and Defendant's California employees
2 for the equipment they purchased to perform work for Defendant such as face masks.
3 Defendant further failed to reimburse its California employees for using their personal cell
4 phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer
5 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
6 employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and
7 Defendant's California employees have incurred reasonable and necessary expenses in the
8 course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code
§ 2802.

9 28. Defendants failed to continue to take precautions to ensure employee safety after
10 the onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory
11 syndrome coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant's California employees,
12 directly after the onset of COVID, were required to partake in mandatory temperature and
13 health checks, but these activities were not enforced or practiced quickly after the onset of
14 COVID and when COVID was still a health risk to the employees. Plaintiff and Defendant's
15 California employees were also required to provide their own masks at the workplace. As a
16 result of these practices, Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403,
17 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as
outlined above. Defendants are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et*
seq.

18 29. Defendants failed to pay all wages earned to Plaintiff and Defendant's
19 California employees as a result of the unlawful employment policies and practices herein. As a
20 result of these practices, Plaintiff and Defendant's California employees were underpaid for
21 hours worked, including overtime and penalty wages, and this underpayment resulted in a
22 failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under
Labor Code § 210 for failure to pay wages as required by law.

23 ///

24 ///

25 ///

26 ///

27 ///

1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR**
4 **CODE §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 1174(d), 201-203, 204(a)(b), 2802, 210,**
5 **218, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202**

6 30. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
7 forth herein.

8 31. As a result of the acts alleged herein, Plaintiff seeks penalties under Labor Code §
9 2698 *et seq.* because of Defendants' violations of Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2,
10 226(a), (e), 201-203, 204(a)(b), 1174(d), 2802, 210, 218, 6400, 6401, 6403, 6404, 6407, 8 CCR
11 3202, 17200.

12 32. For each such violation, Plaintiff and all aggrieved employees are entitled to penalties
13 in an amount to be shown at the time of trial subject to the following formula:

- 14 a. With respect to the violation of Labor Code § 2699(f) for violations of
15 Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 1174(d),
16 201-203, 204(a)(b), 2802, 210, 218, 6400, 6401, 6403, 6404, 6407, 8
17 CCR 3202, 17200 \$100 for the initial violation per employee per pay
18 period and \$200 for each subsequent violation per employee per pay
19 period.

20 33. These penalties will be allocated 75% to the Labor Workforce Development Agency,
21 and 25% to the affected employees.

22 34. On June 12, 2023, Plaintiff sent a letter, by certified mail, return receipt requested, to
23 the LWDA and Defendants setting forth the facts and theories of the violations alleged against
24 Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit "A"**). Pursuant to Labor Code §
25 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar
26 days of June 12, 2023. Plaintiff may therefore commence this action to seek penalties pursuant to
27 Labor Code § 2698 *et seq.*

28 35. Wherefore, Plaintiff and the aggrieved employees he seeks to represent request relief
as described herein.

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**ALLEGATIONS AS TO FAILURE TO PROVIDE MEAL AND REST PERIODS OR
COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, 512, 558)**

36. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

37. Plaintiff and all other aggrieved employees are entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal or rest periods as set forth in the IWC Wage Orders and Labor Code §§ 226.7, 512, and 558.

38. Defendants have failed to provide Plaintiff and all other aggrieved employees one or more meal or rest periods during their employment. Defendants have failed to compensate Plaintiff and all other aggrieved employees at the rate of one hour or pay at his or her regular rate of pay for each day on which one or more meal or rest periods were not provided.

39. Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and all other aggrieved employees were further forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

40. Pursuant to Labor Code §§ 226.7 and 512, Plaintiff seeks the payment of all meal and rest period compensations, which he was owed since he commenced working for Defendants, according to proof.

41. Additionally, Plaintiff is entitled to, and seeks, attorney's fees and costs, and prejudgment interest.

**ALLEGATIONS AS TO FAILURE TO PAY ALL WAGES
IN VIOLATION OF (LABOR CODE §§ 510, 1194, 1194.2)**

42. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

43. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in

1 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a
2 workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of
3 Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per
4 week and do not receive overtime compensation at a rate of one and one half of their regular rate.
5 Plaintiff and Defendant's California employees were forced to work overtime and were not paid for
6 all hours worked including all straight time wages, and overtime wages. These failures to pay all
overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

7 44. Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any agreement
8 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
9 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
10 balance of the full amount of this minimum wage or overtime compensation, including interest
11 thereon, reasonable attorney's fees, and costs of suit. Plaintiff and Defendant's California employees
12 claim that Defendant engaged in "illegal shaving." This essentially means that the Defendant
13 underpaid Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section
1194(a).

14 45. As a result of the unlawful acts of Defendants in willfully failing to pay all alleges,
15 Plaintiff and Defendant's California employees have been deprived of wages in amounts to be
16 determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon,
17 attorneys' fees, and costs pursuant to Labor Code § 1194 and liquidated damages pursuant to Labor
Code § 1194.2.

18 **ALLEGATIONS AS TO KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH**
19 **ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS**
20 **(LABOR CODE § 226(a), (e)), 1174(d))**

21 46. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
22 forth herein.

23 47. Section 226(a) of the California Labor Code requires Defendants to provide wage
24 statements to employees. In those wage statements, Defendants must accurately set forth, among
25 other things, the total gross and net wages earned, the total hours worked, and the hourly rates in
26 effect, for its employees. Defendants have knowingly and intentionally failed to comply with Labor
Code § 226(a).

27 48. Defendants failed to issue Plaintiff and Defendant's California employees accurately

1 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
2 employees with all wages due, as detailed above, their wage statements failed to accurately state all
3 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
4 Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable
5 hourly rates during the pay period and the corresponding number of hours worked, in violation of
6 Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. Since the
7 wage statements provided to Plaintiff failed to accurately reflect the total number of Plaintiff's
8 worked hours, due to the illegal shaving. These violations also violate Labor Code §§ 226(e) and
226.3 with respect to Plaintiff and Defendants' California employees.

9 49. Defendants knowingly and intentionally failed to provide timely, accurate, itemized
10 wage statements to Plaintiff and Defendant's California employees in accordance with Labor Code §
11 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
12 Defendant's California employees and the records maintained by Defendants, have not accurately
13 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
premiums, and total hour worked.

14 50. The wage statements provided to Plaintiff and all other aggrieved employees fail to
15 accurately itemize in wage statements total gross and net wages earned, and the total hours worked,
16 and all hourly rates in effect, for its employees. Defendants' violations of Labor Code § 226(a) are
17 knowing and intentional, and Plaintiff has suffered injury as a result of the receipt of defective wage
statements, thereby entitling him to penalties pursuant to Labor Code § 226(e).

18 **ALLEGATIONS AS TO FAILURE TO PAY WAGES DUE AT THE TIME OF**
19 **DISCHARGE IN VIOLATION OF LABOR CODE §§ 201-202, RESULTING IN**
20 **SECTION 203 WAGES AND PENALTIES (WAITING TIME PENALTIES)**

21 51. Plaintiff hereby incorporates all preceding paragraphs of this Complaint as
22 though fully set forth herein.

23 52. At all times material herein, the California Labor Code Sections 201, 202, and
203 were in effect and binding on Defendants.

24 53. California Labor Code § 202 requires employers to pay employees all wages due
25 within seventy-two (72) hours of resignation. California Labor Code § 201 states in pertinent
26 part that "if an employer discharges an employee, the wages earned and unpaid at the time of
27 discharge are due and payable immediately." California Labor Code § 203 provides that if an

1 employer willfully fails to timely pay such wages the employer must, as penalty, continue to
2 pay the subject employee's wages until the back wages are paid in full or an action is
3 commenced. The penalty cannot exceed 30 days of wages.

4 54. Plaintiff was entitled to compensation for unpaid wages, but to date has not
5 received such compensation. Specifically, Defendants failed to pay Plaintiff all wages due to
6 Plaintiff at the time of his termination. Thus, since Defendants failed to promptly pay Plaintiff
7 all wages due to Plaintiff at the time of his termination, Defendants violated Section 201 of the
8 Labor Code and Plaintiff is therefore entitled to wages and penalties pursuant to Labor Code
9 Section 203.

10 55. More than 30 days have passed since Plaintiff's employment ended with
11 Defendants.

12 56. As a consequence of Defendants' willful conduct in not paying wages owed to
13 Plaintiff, Plaintiff is entitled to 30 days of wages as a penalty pursuant to Labor Code § 203 for
14 Defendants' failure to timely pay legal wages.

15 **ALLEGATIONS AS TO FAILURE TO TIMELY PAY EMPLOYEES**
16 **IN VIOLATION OF LABOR CODE § 204(a)(b)**

17 57. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
18 forth herein.

19 58. At all times relevant herein, Labor Code § 204 was in full force and effect and
20 binding on Defendants.

21 59. Wages must be paid according to a regularly set schedule. (Labor Code § 204). All
22 earned wages must be paid at least twice a month, on days designated in advance by the employer.
23 Work performed between the 1st and the 15th days, inclusive, of any calendar month must be paid
24 between the 16th and 26th day of the same month. Work performed between the 16th and the last
25 day of the month must be paid between the 1st and 10th day of the following month. (Labor Code §
26 204). Weekly or bi-weekly (every two weeks) payroll must be paid within seven (7) days of the end
27 of the pay period in which the wages were earned (Labor Code §§ 204(a), 204(b)).

28 60. Defendants pay Plaintiff and its California employees on a bi-weekly basis and have
failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
be paid no later than seven calendar days following the close of the payroll period. Due to the
violations described above, Plaintiff and Defendants' California employees did not receive all of

1 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

2 61. Additionally, Defendant failed to pay Plaintiff and Defendant's California Employees
3 earned wages when they became due, failed to pay wages on a bi-weekly basis, and have failed to
4 comply with Labor Code § 204(a) which provides that wages earned on a bi-weekly basis must be
5 paid no later than seven calendar days following the close of the payroll period. Due to the violations
6 described above, Plaintiff and Defendant's California Employees did not receive all of their wages
7 earned when due and in a timely manner as required by Labor Code § 204.

8 62. Defendants have failed to comply with the above-section because they waited longer
9 than seven days from the close of the pay period to pay its bi-weekly paid employees.

10 **ALLEGATIONS AS TO FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN**
11 **VIOLATION OF CALIFORNIA LABOR CODE § 2802**

12 63. Plaintiff hereby incorporates preceding paragraphs of this Complaint as though
13 fully set forth herein.

14 64. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her
15 employee for all necessary expenditures or losses incurred by the employee in direct
16 consequence of the discharge of his or her duties."

17 65. Defendant failed to reimburse Plaintiff and Defendant's California employees
18 for the equipment they purchased to perform work for Defendant such as face masks.
19 Defendant further failed to reimburse its California employees for using their personal cell
20 phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer
21 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
22 employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and
23 Defendant's California employees have incurred reasonable and necessary expenses in the
24 course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code
25 § 2802.

26 66. As such, Plaintiff and Defendant's California employees have incurred
27 reasonable and necessary expenses in the course of their job duties, which were not reimbursed
28 by Defendant, in violation of Labor Code § 2802.

67. Plaintiff is entitled to reimbursement for these necessary expenditures, plus
interest and attorneys' fees and cost, under Labor Code § 2802.

68. Plaintiff also requests relief as described below.

1 **ALLEGATIONS AS TO FAILURE TO PAY FOR ALL HOURS WORKED,**
2 **INCLUDING OVERTIME HOURS WORKED IN VIOLATION OF**
3 **(LABOR CODES §§ 210, 218)**

4 69. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
5 forth herein.

6 70. Section 2(K) or Wage Order 5 defines “hours worked” as “the rime during which an
7 employee is subject to the control of an employer, and including all the time the employee is
8 suffered or permitted to work, whether or not required to do so.” Labor Code §§ 1194 and 1197
9 required employers to compensate Plaintiff for all hours worked at least at a minimum wage ad
10 established by the Wage Order. Defendants did not pay for all hours worked and frequently required
11 Plaintiff to work off the clock. Defendants have been engaged in many unlawful employment
12 practices which resulted in underpayment for hours worked each pay period as more set forth below:

13 71. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay
14 Plaintiff all wages earned twice during each calendar month pursuant to Labor Code § 204(a).
15 Defendants failed to pay all wages earned to Plaintiff as a result of the unlawful employment policies
16 and practices herein. As a result of these practices, Plaintiff was underpaid for hours worked,
17 including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages
18 owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure
19 to pay wages as required by law.

20 **ALLEGATIONS AS TO FAILURE TO PROVIDE PLACE OF EMPLOYMENT**
21 **THAT IS SAFE AND HEALTHFUL IN VIOLATION OF**
22 **(LABOR CODE §§ 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202)**

23 72. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
24 forth herein.

25 73. Cal. Labor Code § 6400(a) provides that every employer shall furnish employment
26 and a place of employment that is safe and healthful for Plaintiff therein. Cal. Labor Code § 6401
27 provides that “every employer shall furnish and use safety devices and safeguard, and shall adopt
28 and use practices, means, methods, operations, and processes which are reasonably adequate to
29 render such employment and place of employment safe and healthful. Every employer.

30 74. Pursuant to Cal. Labor Code § 6402, no employer shall require, or permit any
31 employee to go or be in any employment or place of employment which is not safe and healthful.

1 Cal. Labor Code § 6403 states that no employer shall fail or neglect to provide and use safety
2 devices and safeguard reasonably adequate to render the employment and place of employment safe,
3 or adopt and use methods and processes reasonably necessary to protect the life, safety, and health of
Plaintiff and Defendant's California employees.

4 75. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any
5 place pf employment that is not safe and healthful. Cal. Labor Code § 6407 provides that every
6 employer and every employee shall comply with occupational safety and health standards, with
7 Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant to
8 this division which are applicable to his own actions and conduct. Defendants failed to continue to
9 take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1).
10 "COVID-19" means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff,
11 directly after the onset of COVID, were required to partake in mandatory temperature and health
12 checks, but these activities were not enforced or practiced quickly after the onset of COVID and
13 when COVID was still a health risk to Plaintiff and Defendant's California employees. Plaintiff and
Defendant's California employees was also required to provide their own masks at the workplace.

14 76. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400,
15 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for
16 Plaintiff, as outlines above.

RELIEF REQUESTED

17 WHEREFORE, Plaintiff prays for the following relief:

- 18 1. For penalties pursuant to Labor Code § 203 for Plaintiff and all other aggrieved
19 employees who are no longer employed by Defendants, equal to their daily wage multiplied by thirty
20 (30) days;
- 21 2. For penalties pursuant to Labor Code § 226(e) for Plaintiff and all other aggrieved
22 employees;
- 23 3. For penalties pursuant to Labor Code § 226.7 for Plaintiff and all other aggrieved
24 employees;
- 25 4. For penalties pursuant to Labor Code § 1194.2 for Plaintiff and all other aggrieved
26 employees;
- 27 5. For penalties pursuant to Labor Code § 204(b) for Plaintiff and all other aggrieved
28 employees;

6. For penalties pursuant to Labor Code § 2802 for Plaintiff and all other aggrieved employees;
7. For penalties pursuant to Labor Code § 1174(d) for Plaintiff and all other aggrieved employees;
8. For penalties pursuant to Labor Code § 210 for Plaintiff and all other aggrieved employees;
9. For penalties pursuant to Labor Code § 6400 for Plaintiff and all other aggrieved employees;
10. For penalties and other relief pursuant to Labor Code § 2698 et seq. for Plaintiff and all other aggrieved employees;
11. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1);
12. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1);
13. An award of prejudgment and post-judgment interest;
14. An award providing for payment of costs of suit; and
15. Such other and further relief as this Court may deem just and proper.

Dated: August 17, 2023

OTKUPMAN LAW FIRM,
A Law Corporation

By:



ROMAN OTKUPMAN
Attorneys for Plaintiff

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

Dated: August 17, 2023

OTKUPMAN LAW FIRM,
A Law Corporation

By: 

ROMAN OTKUPMAN
Attorneys for Plaintiff

EXHIBIT A

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Tel.: 818-293-5623
Fax: 888-850-1310

June 12, 2023

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

MNE Conglomerate, Inc.
18413 Kamstra Ave
Cerritos, CA 90703
Defendant certified mail # 7022 2410 0001 4143 7435

VIA CERTIFIED MAIL

Agent for Service of Process
Elenilson Sibrian
18413 Kamstra Ave
Cerritos, CA 90703
Agent certified mail # 7022 2410 0001 4143 7442

VIA CERTIFIED MAIL

ENW Trucking LLC
1700 Young St
Wilmington, CA 90744
Defendant certified mail # 7022 2410 0001 4143 7459

VIA CERTIFIED MAIL

Agent for Service of Process
Elenilson Sibrian
1700 Young St
Wilmington, CA 90744
Agent certified mail # 7022 2410 0001 4143 7466

VIA CERTIFIED MAIL

Sibrian Trucking
1700 Young St
Wilmington, CA 90744
Defendant certified mail # 7022 2410 0001 4143 7473

Labor & Workforce Development Agency
MNE Conglomerate, Inc.
ENW Trucking, LLC
Sibrian Trucking
June 12, 2023
Page 2

Re: ***Alexander Montoya v. MNE Conglomerate, Inc., ENW Trucking, LLC, Sibrian Trucking – Labor Code Violations of MNE Conglomerate, Inc., ENW Trucking, LLC, Sibrian Trucking – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Alexander Montoya (“Plaintiff”), a former California employee of MNE Conglomerate, Inc., ENW Trucking, LLC, Sibrian Trucking (“Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California non-exempt employees.

Plaintiff began working for Defendants on or about January 10, 2022. While working for Defendant as a Driver, Plaintiff was earning (\$27.00) dollars per hour.

Plaintiff and Defendant’s California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant’s California employees were forced to continue working through their meal and rest breaks in order to assist Defendant’s needs. Because of this, Plaintiff and Defendant’s California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour’s pay for each missed meal and rest break to Plaintiff and Defendant’s California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant’s California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Additionally, Labor Code Section 1194(a) states: “[n]otwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance

of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Plaintiff and Defendant's California employees claim that Defendant engaged in "illegal shaving." This essentially means that the Defendant underpaid Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section 1194(a).

Defendants failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. Since the wage statements provided to Plaintiff failed to accurately reflect the total number of Plaintiff's worked hours, due to the illegal shaving. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records as required by § 1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendants paid him and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and its California employees on a bi-weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

Defendant failed to reimburse Plaintiff and Defendant's California employees for the equipment they purchased to perform work for Defendant such as face masks. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence

Labor & Workforce Development Agency
MNE Conglomerate, Inc.
ENW Trucking, LLC
Sibrian Trucking
June 12, 2023
Page 4

of the discharge of his or her duties.” As such, Plaintiff and Defendant’s California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

Defendants failed to continue to take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1). “COVID-19” means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant’s California employees, directly after the onset of COVID, were required to partake in mandatory temperature and health checks, but these activities were not enforced or practiced quickly after the onset of COVID and when COVID was still a health risk to the employees. Plaintiff and Defendant’s California employees were also required to provide their own masks at the workplace. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as outlines above. Defendants are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et seq.*

Defendants failed to pay all wages earned to Plaintiff and Defendant’s California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant’s California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

Plaintiff and all other aggrieved employees bring this claim pursuant to *Business & Professions Code* § 17200, *et seq.* The conduct of all Defendants as alleged above has been and continues to be unfair, unlawful, and harmful to Plaintiff and Defendant’s California employees.

We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM


ROMAN OTKUPMAN

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Roman Otkupman, Esq. Bar No. 249423; Nidah Farishta, Esq. Bar No. 312360 Otkupman Law Firm, ALC 5743 Corsa Ave, Suite 123 Westlake Village, CA 91362 TELEPHONE NO.: (818) 293-5623 FAX NO.: (888) 850-1310 ATTORNEY FOR (Name): Plaintiff Alexander Montoya		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 8/17/2023 2:51 PM David W. Slayton, Executive Officer/Clerk of Court, By Y. Tarasyuk, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse			
CASE NAME: Alexander Montoya v. MNE Conglomerate, Inc., et al.			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 238T CV 19730 JUDGE: DEPT:

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

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

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (<i>not specified above</i>) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (*specify*): One (1)
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: August 17, 2023
 Roman Otkupman

(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

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SHORT TITLE: Alexander Montoya v. MNE Conglomerate, Inc., et al.

CASE NUMBER
23STCV19730

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

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

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

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

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

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

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

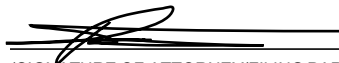
SHORT TITLE: Alexander Montoya v. MNE Conglomerate, Inc., et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address 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: 1700 Young St
CITY: Wilmington	STATE: CA	ZIP CODE: 90744	

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 Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: August 17, 2023


 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

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

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 08/17/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u>Y. Tarasyuk</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: 23STCV19730

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓ Mel Red Recana	45					

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

on 08/17/2023
(Date)

By Y. Tarasyuk, 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>

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



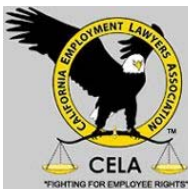
Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆Los Angeles County Bar Association Litigation Section◆

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

◆Consumer Attorneys Association of Los Angeles◆

◆Southern California Defense Counsel◆

◆Association of Business Trial Lawyers◆

◆California Employment Lawyers Association◆

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

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

The parties agree that:

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

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

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

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

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤ _____
(ATTORNEY FOR PLAINTIFF)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

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

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

The parties agree that:

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

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

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR PLAINTIFF)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)

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

- This document relates to:

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

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

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

The parties agree that:

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

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR PLAINTIFF)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR DEFENDANT)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)



(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

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FILED
LOS ANGELES SUPERIOR COURT

MAY 11 2011

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

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

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

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

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

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

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

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

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

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

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

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

3
4 DATED: May 11, 2011

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

FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

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

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

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

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

1) DEFINITIONS

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

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

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

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

b) Represented Litigants

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

c) Public Notice

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

1 d) Documents in Related Cases

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

5 3) EXEMPT LITIGANTS

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

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

12 4) EXEMPT FILINGS

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

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

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

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

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

24 b) Lodgments

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

27 //

28 //

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

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

4 6) TECHNICAL REQUIREMENTS

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

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

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

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

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

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

24 f) Accompanying Documents

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

27 g) Multiple Documents

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

h) Writs and Abstracts

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

i) Sealed Documents

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

j) Redaction

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

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

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

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

8) EX PARTE APPLICATIONS

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

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

9) PRINTED COURTESY COPIES

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

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

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

11) SIGNATURES ON ELECTRONIC FILING

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

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

DATED: May 3, 2019



Kevin C. Brazile

KEVIN C. BRAZILE
Presiding Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 08/18/2023
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		David W. Slayton, Executive Officer / Clerk of Court
PLAINTIFF: Alexander Montoya		By: <u>C. Ellis</u> Deputy
DEFENDANT: MNE Conglomerate, Inc., et al.		CASE NUMBER: 23STCV19730
NOTICE OF CASE MANAGEMENT CONFERENCE		

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

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

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

Date: 02/23/2024	Time: 8:30 AM	Dept.: 45
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NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

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

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

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

Dated: 08/18/2023



[Signature]
Judicial Officer

CERTIFICATE OF SERVICE Mel Red Recana / Judge

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

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

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

Roman Otkupman
5743 Corsa Ave. Suite 123

Westlake Village, CA 91362

Dated: 08/18/2023

David W. Slayton, Executive Officer / Clerk of Court

By C. Ellis
Deputy Clerk