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Attorneys for Plaintiff Christian Aprahamian

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CHRISTIAN APRAHAMIAN,

Plaintiff,

vs.

THE VILLAGE FAMILY SERVICES,
INC.; HUGO CESAR VILLA; and DOES 1
to 25, inclusive,

Defendants.

CASE NO.: 23ST CV 25555

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;
- 2) FAILURE TO PAY MINIMUM WAGES;
- 3) FAILURE TO PAY OVERTIME;
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;
- 5) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;
- 6) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;
- 7) FAILURE TO PROVIDE REST BREAKS;
- 8) FAILURE TO PROVIDE MEAL BREAKS;
- 9) FAILURE TO REIMBURSE BUSINESS EXPENSES;
- 10) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")
- 11) DISCRIMINATION ON THE BASIS OF DISABILITY IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING ACT ("FEHA");
- 12) FAILURE TO ACCOMMODATE DISABILITY IN VIOLATION OF FEHA;
- 13) FAILURE TO ENGAGE IN INTERACTIVE PROCESS TO DETERMINE REASONABLE

**ACCOMMODATION IN
VIOLATION OF FEHA;
14) RETALIATION IN VIOLATION OF
FEHA;
15) FAILURE TO PREVENT
DISCRIMINATION AND
RETALIATION IN VIOLATION OF
FEHA;
16) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY
17) VIOLATION OF BUSINESS AND
PROFESSIONS CODE SECTION
17200**

JURY TRIAL DEMANDED

COMES NOW Plaintiff, CHRISTIAN APRAHAMIAN (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants THE VILLAGE FAMILY SERVICES INC.; HUGO CESAR VILLA; and DOES 1 to 25, inclusive (hereinafter collectively “VILLAGE FAMILY SERVICES” or “Defendant(s)”) do business in the County of Los Angeles, and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

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

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant THE VILLAGE FAMILY SERVICES, INC. is a California corporation, doing business in the County of Los Angeles, State of California, and which employed Plaintiff.

1 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
2 HUGO CESAR VILLA is a male resident of the State of California, and the owner,
3 managing agent, and/or director THE VILLAGE FAMILY SERVICES, INC. HUGO CESAR
4 VILLA is being included in this lawsuit pursuant to Labor Code Section 558.1 as he was
5 involved in the day-to-day operation of the business and, thus controlled the hours, wages,
6 and/or working conditions of Plaintiff and other hourly, non-exempt employees. Defendants
7 THE VILLAGE FAMILY SERVICES, INC. and HUGO CESAR VILLA are collectively
8 referred to herein as "Defendant(s)" (unless otherwise noted) or "VILLAGE FAMILY
9 SERVICES".
10

11 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
12 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
13 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
14 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
15 for the conduct alleged herein. Upon discovering the true names and capacities of these
16 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
17 capacities of these fictitiously named defendants.
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19 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
20 that information and belief, alleges that at all times herein mentioned, each of the remaining
21 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
22 under the authority of their agency, employment, or representative capacity, with the consent of
23 his/her codefendants.
24

25 **GENERAL ALLEGATIONS**

26 7. Plaintiff started working for VILLAGE FAMILY SERVICES on or 2021 as a
27 YHDP Resource Coordinator. Plaintiff was classified as an hourly, non-exempt
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1 employee. Plaintiff's employment ended on or around July 2023.

2 8. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
3 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
4 Security Services USA, Inc., an onsite security provider. After about a year of employment,
5 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
6 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
7 termination of employment and weekly payment of wages to temporary employees. The trial
8 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
9 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
10 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
11 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
12 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
13 PAGA representative to sue for violations that the representative has personally suffered. The
14 PAGA statute states that an "aggrieved employee" is able to file suit on behalf of themselves
15 and others. The statute also states that an "aggrieved employee" is "any person who was
16 employed by the alleged violator and against whom one or more of the alleged violations was
17 committed." Because at least one of the violations that Huff had alleged had affected him
18 personally, the Court of Appeal denied Securitas' motion.
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21 9. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
22 other employees, it allows for suits broader than the specific violations the named employee
23 experienced. Therefore, even if the employee did not personally experience the Labor Code
24 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff's
25 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
26 other employees, including ALL hourly, non-exempt employees, irrespective of job title or job
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1 duties who worked for VILLAGE FAMILY SERVICES at any of their locations in California
2 during the relevant PAGA period.

3 10. It is Plaintiff's position that VILLAGE FAMILY SERVICES has violated the following
4 Labor Code Sections against Plaintiff and other similarly situated aggrieved employees, who
5 include all non-exempt, hourly employees who worked for VILLAGE FAMILY SERVICES at
6 their various locations in the State of California during the relevant PAGA period.

7 11. VILLAGE FAMILY SERVICES violated Labor Code § 1194, 1194.2, 1197, and 1197.1
8 because it failed to pay Plaintiff and other similarly situated aggrieved employees for all hours
9 worked, including the statutory minimum wage for all hours worked and for "off the clock"
10 work. This is so because VILLAGE FAMILY SERVICES had a company policy wherein they
11 would disproportionately round down the number of hours worked, resulting in "time shaving"
12 and further resulting in aggrieved employees not being paid for all hours worked. Moreover, the
13 company generally did not keep accurate track of all hours worked by employees which was to
14 the detriment of employees as hours were often inaccurate and rounded. Furthermore, and to the
15 extent that Plaintiff and others worked through their meal periods while "off the clock",
16 they were not compensated for all hours worked, which would be akin to a minimum wage
17 violation. Furthermore, Plaintiff and other aggrieved employees performed work-
18 related tasks before clocking in or after clocking out for which they were not compensated. For
19 Plaintiff specifically, there were instances of reporting to work early and helping set up
20 for a wellness day while "off the clock". Moreover, Plaintiff and others were not paid
21 out their full accrued vacation pay at the end of their employment.

22 12. Due to the above "off the clock" violations, VILLAGE FAMILY SERVICES also
23 violated Labor Code §510 because it failed to pay Plaintiff and other aggrieved employees
24 overtime compensation, even though they worked more than 8 hours per day, 12 hours per day,
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1 and/or 40 hours per week throughout their employment. Plaintiff's and other aggrieved
2 employees' actual work hours entitled them to overtime compensation, however, VILLAGE
3 FAMILY SERVICES did not compensate its hourly, non-exempt employees with overtime or
4 the correct amount of overtime due to the "off the clock" work and time shaving as described
5 above. Furthermore, VILLAGE FAMILY SERVICES failed to include bonuses/incentive
6 payments in calculating employees' regular rate of pay for use in deciphering the correct
7 overtime rate of pay. Additionally, the incentive and bonus payments were also not factored into
8 employees' regular rate for purposes of receiving meal and rest break premiums per the Ferra v.
9 Loews case.

11 13. VILLAGE FAMILY SERVICES also violated Labor Code § 226.7 and the appropriate
12 Industrial Welfare Commission Wage Order no. 4/5 because it failed to provide Plaintiff and
13 other similarly situated aggrieved employees with 10-minute rest periods for every four hours of
14 work, or majority portion thereof, throughout their employment. VILLAGE FAMILY
15 SERVICES did not completely relieve Plaintiff and others of all duty during said rest
16 periods. VILLAGE FAMILY SERVICES did not pay to Plaintiff and others one additional
17 hour of pay at Plaintiff's regular rate of compensation for each workday that one or more
18 statutory rest periods was not provided or was interrupted. It was not part of the company policy
19 for employees such as Plaintiff to take at least two uninterrupted rest breaks per shift.
20 Plaintiff was not able to take consistent uninterrupted rest breaks throughout her
21 employment due to the fast-paced work environment and needing to complete tasks. As such,
22 the culture as well as the policies and procedures of VILLAGE FAMILY SERVICES did not
23 lend itself to the employees receiving consistent statutory rest breaks wherein they were relieved
24 of all work duties. The environment at VILLAGE FAMILY SERVICES was not conducive to
25 receiving timely, multiple and uninterrupted statutory rest breaks under California law and
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1 timely, statutory rest breaks were not authorized or enforced.

2 14. VILLAGE FAMILY SERVICES violated Labor Code §§ 512 and 226.7 and the
3 appropriate Industrial Welfare Commission Wage Order no. 4/5 because it failed to provide
4 hourly, non-exempt employees, including Plaintiff and others, the requisite 30-minute,
5 uninterrupted meal periods for every five (5) hours of work throughout their employment.
6 VILLAGE FAMILY SERVICES did not completely relieve Plaintiff and other
7 employees of all duty during said meal periods. VILLAGE FAMILY SERVICES did not pay
8 to Plaintiff and its hourly, non-exempt employees one additional hour of pay at their regular
9 rate of compensation for each workday that one or more statutory meal periods was not
10 provided. The hourly, non-exempt employees would not be able to consistently receive timely,
11 uninterrupted meal breaks. Moreover, even if aggrieved employees were able to take meal
12 breaks, the meal breaks would be late and after the 5th hour worked or they would be interrupted
13 due to work obligations, especially for Plaintiff. The latter was due to the workload and
14 due to being in a fast-paced work environment. Like the rest breaks, receiving a thirty-minute
15 uninterrupted and timely meal break was not part of the company culture and was not enforced
16 by VILLAGE FAMILY SERVICES. Consequently, it was the normal practice and custom of
17 VILLAGE FAMILY SERVICES not to authorize, permit, and enforce timely, uninterrupted
18 statutory meal periods. If VILLAGE FAMILY SERVICES had Plaintiff sign a meal period
19 waiver, it would not be valid and enforceable since Plaintiff and others generally worked more
20 than a 6-hour shift. If VILLAGE FAMILY SERVICES had Plaintiff sign an on-duty meal
21 period agreement wherein Plaintiff agreed to work through the meal periods, it would be invalid
22 and unenforceable because the nature of Plaintiff's job does not and did not prevent her from
23 taking a meal period and the company could have hired "breakers" to relieve Plaintiff
24 of her job duties so that she can actually take a timely, uninterrupted meal period. Moreover, any
25 such "on duty" meal period agreement did not allow for Plaintiff to revoke such an agreement
26 even if it was signed. As such, Plaintiff and others did not always receive statutory, timely meal
27 periods during their employment. To the extent that VILLAGE FAMILY SERVICES argues
28 that employees receive meal break premium pay for missed meal periods, that argument is

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

13 15. Furthermore, during the relevant time period, and due to the above labor code violations,
14 VILLAGE FAMILY SERVICES failed to pay Plaintiff and other similarly situated aggrieved
15 employees all wages due to them within any time period specified by California Labor Code
16 section 204. VILLAGE FAMILY SERVICES was also in violation of California Labor Code
17 section 226(a) by failing to include pertinent information on the wage statements, including but
18 not limited to, the correct hourly rate, all hours worked, overtime hours worked, correct overtime
19 pay, gross wages earned, net wages earned, premium pay for missed meal and rest breaks, all
20 deductions, the correct start and end of the pay period, all employee identifying information, the
21 correct and complete name and address of the legal employer, and reimbursement for business
22 expenses, among others. As such, VILLAGE FAMILY SERVICES did not provide Plaintiff
23 and other similarly situated aggrieved employees with complete, accurate itemized wage
24 statements.
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26 16. During the relevant time period, VILLAGE FAMILY SERVICES also failed to keep
27 accurate and complete payroll records showing the actual hours worked per day and the wages
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1 paid to Plaintiff and others pursuant to California Labor Code sections 1174(d).

2 17. VILLAGE FAMILY SERVICES also violated Labor Code § 203 because it willfully
3 failed to pay Plaintiff and other similarly situated aggrieved employees earned and due wages
4 upon separation of employment, either immediately upon involuntary termination, or within 72
5 hours of resignation. These earned but unpaid wages include compensation for all hours worked,
6 including minimum wages, overtime compensation, accrued vacation pay, and premium pay for
7 missed meal and rest breaks. In fact, on Plaintiff's final check, she was not paid the
8 approximately 3.5 hours of overtime that she had worked that last pay period.
9

10 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
11 necessary, business-related expenses and costs that were not reimbursed by VILLAGE
12 FAMILY SERVICES. These costs include, but are not limited to, use of personal cell phone for
13 work purpose and use of personal vehicles for work purposes. While there was some mileage
14 reimbursement, it was not for the full amount and mileage reimbursement requests would often
15 be denied as well. Accordingly, VILLAGE FAMILY SERVICES was in violation of California
16 Labor Code sections 2800 and 2802.

17 19. In addition, Plaintiff would have individual claims under the Fair Employment
18 and Housing Act for discrimination based on mental disability, retaliation, failure to prevent
19 discrimination/retaliation, failure to accommodate, failure to engage in the interactive process,
20 and wrongful termination in violation of public policy, among other causes of action, wherein
21 Plaintiff was terminated and retaliated against following her informing Defendants of her
22 disability and the fact that she was on medication, needed accommodations, and was
23 taking/going to take sick days. Once Plaintiff's disability came to light as well as the fact that
24 she was on medication, the environment at work was not the same. Plaintiff directly told her
25 manager on or around June 14, 2023 that Plaintiff was on medication due to mental health
26 issues. Furthermore and around the same time frame, Plaintiff had sent emails regarding
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1 accommodations she needed due to her disabilities, including remote work and being able to
2 work at a slower pace, especially due to the fact that Plaintiff had suffered a panic attack at the
3 workplace that was witnessed by many co-workers. Unfortunately, all of Plaintiff's requests
4 were ignored. Note that Plaintiff had also submitted a request for accommodations with "JAN"
5 on or around June 30, 2023, however, and not coincidentally, she was terminated shortly
6 thereafter.

7
8 20. Note that Plaintiff had no negative reviews or write-ups prior to her being informed
9 she was terminated. Conveniently, VILLAGE FAMILY SERVICES provided Plaintiff with an
10 evaluation for May to June 2023 concurrently with her notice of termination.

11 21. Prior to filing this action, Plaintiff timely exhausted administrative remedies by timely
12 filing an administrative complaint with the Department of Fair Employment and Housing
13 ("DFEH") and receiving a DFEH right to sue letter.
14

15 **FIRST CAUSE OF ACTION**

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

17 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of**
18 **Regulations Title 8 Section 11040/11050, and California Labor Code Section 1198)**

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

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

23 23. At all times relevant herein, Defendants were required to compensate its employees for
24 all hours worked upon reporting for work at the appointed time stated by the employer
25 pursuant to Industrial Welfare Commission Order 4-2001/5-2001, California Code of
26 Regulations, Title 8, Section 11040/11050.
27

28 24. For the three (3) years preceding filing of this action, Defendants failed to compensate

1 Plaintiff for all hours worked.

2 25. Under the aforementioned wage order and regulations, Plaintiff is to recover
3 compensation for all hours worked but not paid by Defendants for the three (3) years
4 preceding the filing of this Complaint.
5

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

9 27. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
10 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
11 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
12 reasonable attorney's fees and costs of suit.
13

14 28. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
16 amount known to Plaintiff once she has obtained all of her payroll records from
17 Defendants.
18

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGES**

21 **(California Labor Code Sections 1194, 1194.2, 1197)**

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

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

25 30. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
26 to suffer or permit a California employee to work without paying wages at the minimum wage
27 rate for all hours worked as required by the applicable Industrial Welfare Commission
28

1 (hereinafter "IWC") Wage Order No. 4-2001/5-2001, codified at California Code of
2 Regulations, Title 8, Section 11040/11050, subdivision 4.

3 31. Pursuant to IWC Wage Order no. 4-2001/5-2001, subdivision 2(K)/(H), at all relevant
4 times, "hours worked" included "the time during which an employee is subject to the control of
5 an employer, and includes all the time the employee is suffered or permitted to work, whether
6 or not required to do so..."

7
8 32. During her employment, Plaintiff was regularly required as a matter of uniform
9 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
10 was paid less than the minimum wage rate by Defendants for hours worked in violation of
11 California Labor Code Section 1197 and the applicable California Industrial Wage
12 Commission wage order(s).

13
14 33. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
15 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
16 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
17 to believe that their acts or omissions were not contrary to California law.

18
19 34. For all hours worked by Plaintiff for which he was paid less than the minimum wage
20 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
21 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
22 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
23 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

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

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28 **THIRD CAUSE OF ACTION**

FAILURE TO PAY OVERTIME

(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of Regulations Title 8 Section 11040/11050; California Labor Code Section 510)
(Plaintiff against all named defendants and all DOE defendants)

36. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 35, inclusive, of this Complaint as though fully set forth herein.

37. Pursuant to Industrial Welfare Commission Order No. 4-2001/5-2001, Cal. Code of Regs., Title 8, Section 11040/11050, for the period of Plaintiff's employment, Defendants were required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

38. Plaintiff was a non-exempt employee entitled to the protections of the California Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of Regulations, Title 8, Section 11040/11050.

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

40. Plaintiff was entitled to the above overtime premiums.

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

42. Defendants did not pay Plaintiff premium wages of at least one and one-half times

1 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

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

4 44. Defendants know or should know the actual dates of overtime worked, the amount of
5 overtime worked, and the amount of unpaid overtime due.

6 45. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
7 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
8 Court.

9 46. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
10 Regulations, Title 8, Sections 11040/11050, Plaintiff is entitled to recover damages for the
11 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
12 reasonable attorney's fees and costs of suit.

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

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18 **FOURTH CAUSE OF ACTION**

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

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

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

22 48. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 47, inclusive, of this Complaint as though fully set forth herein.

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

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

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

12 52. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
13 sustained damages, including loss of earnings, in an amount to be established at trial. As a
14 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
15 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
16 and attorney's fees pursuant to statute.

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

21 **FIFTH CAUSE OF ACTION**

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

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

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

25 54. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 53, inclusive, of this Complaint as though fully set forth herein.
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1 55. California Labor Code Section 204 establishes the fundamental right of all employees
2 in the State of California to be paid wages in a timely fashion for their work.

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

5 57. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
6 informed, believes, and thereon alleges, that all times relevant during the liability period,
7 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
8 including overtime hours, the minimum wage, and premium pay for missed meal and rest
9 breaks.
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11 58. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
12 amount, subject to proof, to the extent she was not paid all wages each pay period. The precise
13 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
14 from Defendants' records or indirectly based on information from Defendants' records.
15

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

19 **SIXTH CAUSE OF ACTION**

20 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

21 **(California Labor Code Sections 201, 203)**

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

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24 60. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 59, inclusive, of this Complaint as though fully set forth herein.

26 61. Pursuant to California Labor Code Section 201(a), an employer who discharges an
27 employee must immediately pay for all compensation due and owing.
28

1 62. Pursuant to California Labor Code Section 202, when an employee resigns, the
2 employer must pay all compensation due and owing within 72 hours of resignation, or on the
3 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

4 63. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
5 without abatement or reduction, any wages of an employee whose employment ends, the wages
6 of the employee shall continue as a penalty from the due date at the same rate until paid or until
7 an action is commenced; however, the wages shall not continue for more than 30 days for
8 failure to pay an employee owed wages.

9 64. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
10 continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

11 65. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
12 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
13 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
14 preceding the filing of this lawsuit.

15 66. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
16 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
17 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

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

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23 **SEVENTH CAUSE OF ACTION**

24 **FAILURE TO GIVE REST BREAKS**

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

26 68. Plaintiff re-alleges and incorporates by reference each and every allegation in
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1 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

2 69. Plaintiff brings this cause of action under the following laws, for the following reasons:

3 a. Title 8 of the California Code of Regulations Sections 11040/11050(12)(A), which
4 provides that every employer shall authorize and permit all employees to take rest
5 periods, which insofar as practicable shall be in the middle of each work period.

6 The authorized rest period time shall be based on the total hours worked daily at the
7 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

8 b. Title 8 of the California Code of Regulations Sections 11040/11050(12)(B), which
9 provides that if an employer fails to provide an employee a rest period in
10 accordance with the applicable provisions of this order, the employer shall pay the
11 employee one (1) hour of pay at employee's regular rate of compensation for each
12 workday that the rest period is not provided;

13 c. Title 8 of the California Code of Regulations sections 11040/11050(20)(A), which
14 penalizes the employer \$50.00 for each initial violation, per employee, of any
15 provision of the Wage Order, and \$100.00 for each additional violation thereafter
16 per employee; and

17 d. California Labor Code section 226.7, which states that (a) no employer shall require
18 any employee to work during any rest period mandated by an applicable order of
19 the Industrial Welfare Commission, and (b) if an employer fails to provide an
20 employee a rest period in accordance with an applicable order of the Industrial
21 Welfare Commission, the employer shall pay the employee one (1) additional hour
22 of pay at employee's regular rate of compensation for each work day that the rest
23 period is not provided.

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

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

7 72. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
8 fees as well as interest under Labor Code section 218.6.

9 73. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.
12

13 **EIGHTH CAUSE OF ACTION**

14 **FAILURE TO GIVE MEAL BREAKS**

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

16 74. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 73, inclusive, of this Complaint as though fully set forth herein.
18

19 75. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 20 a. California Labor Code section 512(a), which requires that employees be given a 30-
21 minute uninterrupted meal break after five (5) hours of work, and a second
22 uninterrupted meal break after ten (10) hours of work;
23 b. California Labor Code section 226.7, which states that (a) no employer shall require
24 any employee to work during any meal period mandated by an applicable order of
25 the Industrial Welfare Commission, and (b) if any employer fails to provide an
26 employee a meal period in accordance with an applicable order of the Industrial
27
28

1 Welfare Commission, the employer shall pay the employee one (1) additional hour
2 of pay at the employee's regular rate of compensation for each workday that the
3 meal period is not provided;

4 c. California Industrial Welfare Commission Order No. 4/5 section 11(B), as codified
5 under Title 8 of the California Code of Regulations Section 11040/11050, which
6 states that if an employer fails to provide an employee a meal period in accordance
7 with the applicable provisions of the Wage Order, the employer shall pay the
8 employee one (1) hour of pay at the employee's regular rate of compensation for
9 each workday that the meal period is not provided;

10
11 d. California Industrial Welfare Commission Wage Order No. 4/5 Section 7(A)(3), as
12 codified under Title 8 of the California Code of Regulations Section 11040/11050,
13 which requires an employer to maintain records documenting its employees' meal
14 periods;

15 e. California Industrial Welfare Commission wage order No. 4/5 Section 20(A), as
16 codified under California Code of Regulations Section 11040/11050, which
17 penalizes the employer \$50.00 for each initial violation, per employee, of any
18 provision of the Wage Order, and \$100.00 for each additional violation thereafter
19 per employee; and
20

21 f. California Labor Code section 1171 and 1173, which have given the California
22 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4
23 and 5) as enforceable law.
24

25 76. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
26 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
27 to take a second relieved meal break after ten (10) hours of work, as required by California
28

1 law. California Labor Code section 512(a) and California Industrial Welfare Commission
2 Order No. 4/5, as codified under California Code of Regulations Sections 11040/11050 et. seq.
3 requires that employees receive uninterrupted meal periods every five (5) hours of consecutive
4 work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of
5 all work duty. California Labor Code section 226.7 provides that employers may not require
6 their employees to work through their meal periods. California Labor Code section 226.7 and
7 California Code of Regulations section 11040/11050 requires that if the employer fails to
8 provide the employee with an uninterrupted meal period, the employer must pay the employee
9 one (1) hour of pay for each work day that the meal period is not given.
10

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

16 78. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
17 fees as well as interest under Labor Code section 218.6.

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

21 **NINTH CAUSE OF ACTION**

22 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

24 80. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 79, inclusive, of this Complaint as though fully set forth herein.
26

27 81. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
28

1 employee for all necessary expenditures or losses incurred by the employee in direct
2 consequence of the discharge of his or her duties.”

3 82. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
4 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
5 of completing her job duties, which were not reimbursed by Defendant. These expenses
6 include, but are not limited to, use of personal cell phone for work purpose and use of personal
7 vehicles for work purposes. While there was some mileage reimbursement, it was not for the full
8 amount and mileage reimbursement requests would often be denied as well

9 83. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
10 and attorney’s fees and costs, under Labor Code section 2802.
11

12 **TENTH CAUSE OF ACTION**

13 **PRIVATE ATTORNEYS GENERAL ACT**

14 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
15 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1,**
1198, 2802)

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

17 84. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 83, inclusive, of this Complaint as though fully set forth herein.

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

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

26 87. Plaintiff therefore has exhausted all administrative remedies required of her under
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1 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
2 cause of action and pursue penalties in a representative action for Defendants' violations of the
3 Labor Code.

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

10 89. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
11 violator and had one or more of the alleged violations committed against her, and therefore is
12 properly suited to represent the interests of other current and former employees, including all
13 current and former hourly, non-exempt employees who worked for VILLAGE FAMILY
14 SERVICES in the State of California during the applicable PAGA Period.

15 90. Based on the acts alleged above, Plaintiff, on behalf of others, seeks penalties
16 under California Labor Code sections 2698 and 2699 because of Defendants' violations of
17 numerous provisions of the California Labor Code as alleged in this Complaint.

18 91. Plaintiff therefore has exhausted all administrative remedies required of her under
19 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute
20 this cause of action and pursue penalties in a representative action for Defendants' violations of
21 the Labor Code.

22 92. California Labor Code section 2699 et seq. imposes penalties upon culpable
23 Defendants for violating the Labor Code.

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

1 94. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for the
2 following:

3 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
4 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802, and any other Labor
5 Codes/Industrial Welfare Commission Order (No. 4/5) violated based on the facts alleged in
6 this Complaint.

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

11 **ELEVENTH CAUSE OF ACTION**

12 **DISCRIMINATION ON THE BASIS OF DISABILITY**

13 **IN VIOLATION OF FEHA**

14 **(Plaintiff against The Village Family Services, Inc. and all DOE Defendants)**

15 96. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 95, inclusive, of this Complaint as though fully set forth herein.

17 97. Defendant The Village Family Services, Inc. and DOES 1 to 25, inclusive, are covered
18 employers under California's Fair Employment and Housing Act.

19 98. California Government Code section 12926(j) has established a "broad definition"
20 of "mental disability": disability protections under the Fair Employment and Housing Act
21 ("FEHA") even extend to "perceived" disabilities. *Id.* Under the law of this state, "working" is
22 a major life activity. *See* section 12926.1(c).
23

24 99. Plaintiff's mental health issues and mental health disabilities, including anxiety,
25 depression, and panic attacks, which were debilitating, and which limited a major life activity,
26 qualify as disabilities under FEHA, and Plaintiff was entitled to its protection.
27
28

100. Defendants knew of Plaintiff's disabilities and violated California Government Code section 12940 et. seq. by discriminating against Plaintiff on the basis of her disability.

101. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer in the future, in an amount to be proved at the time of trial.

102. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment in which personnel decisions and company policies are made without regard to mental disability, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

103. As a proximate result of the foregoing conduct, which violated the provisions of Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's fees and costs in the prosecution of this Cause of Action, in an amount to be proven at the time of trial.

TWELFTH CAUSE OF ACTION

FAILURE TO ACCOMMODATE DISABILITY IN VIOLATION OF FEHA

(Plaintiff against The Village Family Services, Inc. and all DOE Defendants)

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

105. California Government Code section 12940(p) provides that it is unlawful for

1 an employer to fail to make reasonable accommodation for the known mental disability of an
2 employee.

3 106. Defendants failed to make reasonable accommodation of Plaintiff's mental
4 disabilities of which Defendants were unequivocally aware.

5 107. As a direct and proximate result of the aforementioned acts and omissions
6 of Defendants, Plaintiff suffered general and compensatory damages, including but not limited
7 to, loss of income (past and future), loss of employment benefits (past and future), general and
8 compensatory damages (past and future), mental pain and anguish and emotional distress (past
9 and future), and will continue to suffer in the future, in an amount to be proved at the time of
10 trial.

11
12 108. The foregoing conduct engaged in by Defendants and each of their
13 directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was
14 authorized, ratified, and carried on with a conscious and willful disregard of their workers' right
15 to receive reasonable accommodations, so as to justify the imposition of punitive damages to
16 punish and set an example of said Defendants.

17
18 109. As a proximate result of the foregoing conduct, which violated the provisions
19 of Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
20 fees and costs in the prosecution of this Cause of Action, in an amount to be proven at the time
21 of the trial.

22 **THIRTEENTH CAUSE OF ACTION**

23 **FAILURE TO ENGAGE IN INTERACTIVE PROCESS IN VIOLATION OF FEHA**

24 **(Plaintiff against The Village Family Services, Inc. and all DOE Defendants)**

25
26 110. Plaintiff re-alleges and incorporates by reference each and every allegation
27 in paragraphs 1 through 109, inclusive, of this Complaint as though fully set forth herein.
28

1 111. California Government Code section 12940(n) provides that it is unlawful for
2 an employer to fail to engage in a timely, good faith, interactive process with an employee
3 to determine effective accommodations for that employee's mental disability.

4 112. Defendants failed to engage in a timely, good faith, interactive process
5 with Plaintiff to determine effective reasonable accommodations for Plaintiff's known medical
6 disabilities.

7 113. As a direct and proximate result of the aforementioned acts and omissions
8 of Defendants, Plaintiff suffered general and compensatory damages, including but not limited
9 to, loss of income (past and future), loss of employment benefits (past and future), general and
10 compensatory damages (past and future), mental pain and anguish and emotional distress (past
11 and future), and will continue to suffer in the future, in an amount to be proved at the time of
12 trial.
13

14 114. The foregoing conduct engaged in by Defendants and each of their
15 directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was
16 authorized, ratified, and carried on with a conscious and willful disregard of their workers' right
17 to engage in the interactive process and receive reasonable accommodations, so as to justify the
18 imposition of punitive damages to punish and set an example of said Defendants.
19

20 115. As a proximate result of the foregoing conduct, which violated the provisions
21 of Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
22 fees and costs in the prosecution of this Cause of Action, in an amount to be proven at the time
23 of trial.
24

25 **FOURTEENTH CAUSE OF ACTION**

26 **RETALIATION IN VIOLATION OF FEHA**

27 **(Plaintiff against The Village Family Services, Inc. and all DOE Defendants)**
28

1 116. Plaintiff re-alleges and incorporates by reference each and every allegation
2 in paragraphs 1 through 115, inclusive, of this Complaint as though fully set forth herein.

3 117. At all times herein mentioned, Government Code section 12940 et. seq. was
4 in full force and effect and was binding upon Defendants and each of them. Said statute imposes
5 certain duties upon Defendants concerning discrimination and retaliation against persons, such
6 as Plaintiff, on the basis of mental disability or on the basis of Plaintiff requesting time off of
7 work/missing time from work, and using/attempting to use sick days due to her mental
8 disabilities. Said statutes were intended to prevent the type of injury and damage set forth herein.
9 Plaintiff was, at all times herein mentioned, a member of the class of persons intended to be
10 protected by said statutes. As alleged above, Plaintiff was retaliated against and terminated as a
11 result of her mental disabilities and request for accommodations as a result of her mental
12 disabilities.
13

14 118. As a direct and proximate result of Defendants' conduct, Plaintiff has
15 been harmed in that Plaintiff has suffered the loss of wages, salary, and benefits, among other
16 things. As a result, Plaintiff has suffered such damages in an amount according to proof.
17

18 119. As a further direct and proximate result of the conduct of Defendants, and each of
19 them, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish and
20 emotional distress, and has been harmed in mind and body. As a result, Plaintiff has suffered
21 such damages in an amount according to proof.
22

23 120. In committing the foregoing acts, Defendants have been guilty of oppression,
24 fraud, and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to
25 punitive damages in a sum appropriate to punish and make an example out of the foregoing
26 Defendants.

27 121. The acts of oppression, fraud, and/or malice, were engaged in by employees
28

1 of Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of
2 each employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
3 wrongful conduct for which an award of punitive damages is sought, and/or was personally
4 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
5 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on part
6 of an officer, director, or managing agent of each of the Defendants, thereby entitling Plaintiff
7 to punitive and exemplary damages against each of the Defendants in accordance with California
8 Civil Code section 3294 in a sum appropriate to punish and make an example of each Defendant
9

10 122. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
11 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
12 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
13 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
14 award of attorneys' fees and costs.
15

16 **FIFTEENTH CAUSE OF ACTION**

17 **FAILURE TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION**

18 **OF FEHA**

19 **(Plaintiff against The Village Family Services, Inc. and all DOE Defendants)**

20 123. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 122, inclusive, of this Complaint as though fully set forth herein.
22

23 124. At all times herein mentioned, FEHA, California Government Code section
24 12940(k), was in full force and effect and was binding on Defendants. This statute states that it
25 is an unlawful employment practice in California for an employer to "fail to take all reasonable
26 steps necessary to prevent discrimination and harassment from occurring."
27

28 125. During the course of Plaintiff's employment, Defendants failed to prevent their

1 employees, including management, from engaging in intentional actions that resulted in Plaintiff
2 being treated less favorably and eventually being terminated because of Plaintiff's protected
3 status (i.e. her mental disabilities) and for engaging in protected activity in taking requesting
4 accommodations and/or sick days. During the course of Plaintiff's employment, Defendants
5 failed to prevent their employees from engaging in unjustified employment practices against
6 employees in such protected classes. During the course of Plaintiff's employment, Defendants
7 failed to prevent a pattern and practice by its employees of intentional discrimination and
8 retaliation on the basis of mental disability, and/or other protected status and/or protected
9 activity.
10

11 126. Plaintiff believes and, on that basis, alleges that her mental disabilities and
12 other protected status and/or protected activity in informing her employer about her disabilities
13 and about the medications she was on and requesting accommodations was a substantial
14 motivating factor in Defendants' employees' discriminating against her and retaliating against
15 her.
16

17 127. As a direct and proximate result of the aforementioned acts and omissions of
18 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
19 loss of income (past and future), loss of employment benefits (past and future), general and
20 compensatory damages (past and future), mental pain and anguish and emotional distress (past
21 and future), and will continue to suffer in the future, in an amount to be proved at the time of
22 trial.
23

24 128. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
25 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
26 oppression and was authorized, ratified, and carried on with a conscious and willful disregard of
27 their workers' right to work in an environment in which personnel decisions and company
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1 policies are made without regard to mental disability and without regard to requests for
2 accommodation at the workplace, so as to justify the imposition of punitive damages to punish
3 and set an example of said Defendants.

4 129. As a proximate result of the foregoing conduct, which violated the provisions of
5 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
6 fees and costs in the prosecution of this Cause of Action, in an amount to be proven at the time
7 of trial.

8
9 **SIXTEENTH CAUSE OF ACTION**

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

11 **(Plaintiff against The Village Family Services, Inc. and all DOE Defendants)**

12 130. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 129, inclusive, of this Complaint as though fully set forth herein.

14 131. At all times during her employment with Defendants, Plaintiff performed her duties
15 with the utmost diligence and competence.

16 132. Plaintiff is informed and believes and thereon alleges that Defendants' decisions and
17 actions to treat her differently and ultimately terminate her as alleged herein, was motivated
18 by Plaintiff's disabilities and Plaintiff's request for accommodations as a result of her mental
19 disabilities. Defendant The Village Family Services, Inc. intentionally created the
20 aforementioned retaliation, thereby not giving Plaintiff an opportunity to work in an
21 environment free of retaliation.
22

23 133. The employment of Plaintiff was wrongfully terminated on or around July 2023
24 in violation of the fundamental public policy of the State of California with respect to
25 retaliating against an employee on account of her mental disability and request for
26 accommodations. Moreover, Plaintiff was forced to hire an attorney to assist her to end these
27 accommodations. Moreover, Plaintiff was forced to hire an attorney to assist her to end these
28

1 illegal activities. Said conduct violated statutory and constitutional expressions of public policy
2 including, the Fair Employment and Housing Act, Government Code section 12940 dt. Seq.
3 and California Labor Code section 233/246, and the California Constitution, Article 1 section
4 8.

5 134. As set forth above, said actions by Defendants were wrongful and in violation of the
6 fundamental principles of the public policy of the State of California as reflected in its laws,
7 objectives and policies. Said statutes and constitutional expressions of public policy include,
8 but are not limited to, FEHA, Government Code sections 12940 et seq., California Labor Code
9 sections 233 and 246, and the California Constitution, Article 1 section 8. These laws inure to
10 the benefit of the public at large, and not just the private interests of the employers and
11 employees whom they govern or protect.
12

13 135. As a direct and proximate result of the aforementioned acts and omissions of
14 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
15 loss of income (past and future), loss of employment benefits (past and future), general and
16 compensatory damages (past and future), mental pain and anguish and emotional distress (past
17 and future), and will continue to suffer in the future, in an amount to be proved at trial.
18

19 136. The foregoing conduct engaged in by Defendants and each of their directors, officers
20 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
21 and carried on with a conscious and willful disregard of their workers' right to work in an
22 environment free of retaliation due to mental disability and requesting accommodations due to
23 mental disabilities, so as to justify the imposition of punitive damages to punish and set an
24 example of said Defendants.
25

26 **SEVENTEENTH CAUSE OF ACTION**

27 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**
28

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

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

3 137. Plaintiff re-alleges and incorporates by reference each and every allegation in
4 paragraphs 1 through 136, inclusive, of this Complaint as though fully set forth herein.

5 138. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
6 constitutes unfair and unlawful business practices under California Business and Professions
7 Code Section 17200, et seq.

8 139. Defendant's violations of the California labor laws and the Labor Code as well as the
9 Fair Employment and Housing Act constitutes a business practice because it was done
10 repeatedly over a significant period of time in a systematic manner that was detrimental to
11 Plaintiff and other employees.
12

13 140. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
14 reasonable attorneys' fees and costs of said suit as specifically provided in California Code of
15 Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et
16 seq.
17

18 141. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
19 multiple damages as specifically provided in California Business and Professions Code section
20 17200 et seq.
21

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

25 **PRAYER FOR RELIEF**

- 26
27 1. For compensatory damages including lost past and future wages, overtime,
28 commissions, and all other sums of money, including employment benefits, together

- 1 with interest on said amounts, and any other economic injury to Plaintiff, according to
- 2 proof;
- 3 2. For special and consequential damages to the extent allowed by law;
- 4 3. For general damages according to proof;
- 5 4. For an award of punitive damages against Defendants according to proof;
- 6 5. For restitution and disgorgement for all unfair business practices by corporate
- 7 Defendants against Plaintiff in an amount according to proof;
- 8 6. For an order enjoining corporate Defendants from further unfair and unlawful business
- 9 practices in violation of Business and Professions Code section 17200, et seq.;
- 10 7. For damages and penalties against Defendants under Labor Code section
- 11 226 for Plaintiff in an amount subject to proof at trial;
- 12 8. For damages and penalties pursuant to Labor Code section 203 against Defendants in
- 13 an amount subject to proof at trial;
- 14 9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
- 15 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
- 16 10. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
- 17 (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
- 18 11. For maximum civil penalties available under the Labor Code and applicable Wage Order
- 19 against Defendant as described more particularly in the Complaint and Representative
- 20 PAGA claim/action;
- 21 12. For all remedies available to Plaintiff under the applicable Wage Order and the
- 22 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
- 23 liquidated damages, damages, penalties, and waiting time penalties according to proof
- 24 to the extent permitted by law;
- 25 13. For the imposition of civil penalties and/or statutory penalties;
- 26 14. Reasonable attorney's fees where available by law, including but not limited to,
- 27 pursuant to the California Labor Code, including section 2698, FEHA, and/or other
- 28 applicable laws; and
15. Costs and expenses of suit incurred herein;

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SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 10/19/2023 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: 23STCV25555

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Michael Small	57					

Given to the Plaintiff/Cross-Complainant/Attorney of Record David W. Slayton, Executive Officer / Clerk of Court
 on 10/19/2023 (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>

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.

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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 efile 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.

1 11) SIGNATURES ON ELECTRONIC FILING

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

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

9
10 DATED: May 3, 2019



Kevin C. Brazile

KEVIN C. BRAZILE
Presiding Judge