

MESSRELIAN LAW INC.

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David W. Slayton,
Executive Officer/Clerk of Court,
By D. Williams, Deputy Clerk**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

VICTOR ELLIOTT,

C4 PROTECTION SERVICES; COZINE ENTERPRISES INC.; ROBERT COZINE; ESMERALDA COZINE; and DOES 1 to 25, inclusive,

CASE NO.: 23STCV25406

- 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 GIVE REST BREAKS;**
- 8) FAILURE TO GIVE MEAL BREAKS;**
- 9) PRIVATE ATTORNEYS GENERAL ACT (“PAGA”);**
- 10) FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**
- 11) VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

COMES NOW Plaintiff, VICTOR ELLIOTT (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, 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 C4 PROTECTION SERVICES; COZINE ENTERPRISES INC.; ROBERT COZINE; ESMERALDA COZINE and DOES 1 to 25, inclusive, 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 male resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant C4 PROTECTION SERVICES is a business entity, form unknown, doing business in Los Angeles County, California, and which employed Plaintiff as a security guard. Plaintiff is further informed and believes that COZINE ENTERPRISES INC. is a California corporation, doing business in Los Angeles County, California, and which employed Plaintiff as a security guard. C4 PROTECTION SERVICES and COZINE ENTERPRISES INC. are considered joint employers in that they both controlled the hours, wages, and/or working conditions of Plaintiff and other employees.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendants ROBERT COZINE and ESMERALDA COZINE are residents of the State of California and the owners, managing agent of C4 PROTECTION SERVICES and COZINE ENTERPRISES INC. ROBERT COZINE and ESMERALDA COZINE are being included in this lawsuit pursuant to Labor Code Section 558.1 as they controlled the hours, wages, and

1 working conditions of Plaintiff and other hourly, non-exempt employees. C4 PROTECTION
2 SERVICES; COZINE ENTERPRISES INC.; ROBERT COZINE; and ESMERALDA
3 COZINE are collectively referred to as “C4 PROTECTION” or “Defendant(s)”.

4 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
5 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
6 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
7 defendants, numbers 1 to 25, reside in the State of California and are in some manner
8 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
9 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
10 and capacities of these fictitiously named defendants.

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

18 **GENERAL ALLEGATIONS**

19 7. Plaintiff started working at C4 PROTECTION on or around late 2022 or early 2023
20 as a security guard. Plaintiff was seemingly classified as an hourly, non-exempt employee.
21 Plaintiff’s employment ended on or around April 2023.

22 8. It is Plaintiff’s position that C4 PROTECTION SERVICES and COZINE
23 ENTERPRISES INC. are joint employers under California law in that they each controlled the
24 wages, hours, and working conditions of Plaintiff and others. In addition, the above-named
25 entities are an “integrated enterprise” under the law. The integrated enterprise test sets forth
26 four factors for assessing whether two entities are considered a single entity for purposes of
27 liability: (1) interrelation of operations; (2) common management; (3) centralized control of
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1 labor relations; and (4) common ownership or financial control. Note that one does not have to
2 show proof of all factors to prevail on an integrated enterprise claim, however, all 4 factors
3 exist, including the same ownership and management of Robert Cozine and Esmeralda Cozine.
4 Furthermore, there is centralized control of labor relations and there is interrelation of
5 operations as both businesses/companies use the same headquarters.

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

23 10. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
24 other employees, it allows for suits broader than the specific violations the named
25 employee experienced. Therefore, even if the employee did not personally experience the
26 Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is our
27 position that Plaintiff can equivocally bring the following labor code violations on behalf of
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1 all other employees, including ALL hourly, non-exempt employees, irrespective of job title or
2 job duties who worked for C4 PROTECTION SERVICES, COZINE ENTERPRISES INC.,
3 ROBERT COZINE and ESMERALDA COZINE at any of their locations in California during
4 the relevant PAGA period.

5 11. It is Plaintiff's position that C4 PROTECTION has violated the following Labor Code
6 Sections against Plaintiff and other similarly situated aggrieved employees, who include all non-
7 exempt, hourly employees who worked for C4 PROTECTION at their various locations in the
8 State of California during the relevant PAGA period.

9 12. C4 PROTECTION violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it
10 failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,
11 including the statutory minimum wage for all hours worked and for "off the clock" work. This
12 is so because C4 PROTECTION had a company policy wherein they would disproportionately
13 round down the number of hours worked, resulting in "time shaving" and further resulting in
14 aggrieved employees not being paid for all hours worked. C4 PROTECTION used paper logs as
15 part of their clock in and clock out system and the contention is that those work hours were
16 rounded off and not an accurate representation of the true hours worked by Plaintiff and other
17 employees. Furthermore, and to the extent that Plaintiff and others worked through their meal
18 periods while "off the clock", they were not compensated for all hours worked, which would be
19 akin to a minimum wage violation. Moreover, Plaintiff and others would perform work before
20 and/or after their scheduled shifts and were not compensated for this additional work. To the
21 extent that Plaintiff and others were classified as 1099 employees, the latter would be illegal
22 in violation of Labor Code section 226.8 due to the fact that C4 PROTECTION is in the business
23 of security work and Plaintiff and others were security guards. Under the ABC test, it is
24 unequivocally clear that Plaintiff and others were supposed to be classified as hourly, non-
25 exempt employees. In addition, C4 PROTECTION unequivocally controlled Plaintiff's and
26 others working hours, schedule, and job duties, among other things.

27 13. Due to the above "off the clock" violations, C4 PROTECTION also violated Labor Code
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1 §510 because it failed to pay Plaintiff and other aggrieved employees overtime compensation,
2 even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
3 throughout their employment. Plaintiff's and other aggrieved employees' actual work hours
4 entitled them to overtime compensation, however, C4 PROTECTION did not compensate its
5 hourly, non-exempt employees with overtime or the correct amount of overtime due to the "off
6 the clock" work and time shaving as described above and due to overall company policy.
7 Furthermore, C4 PROTECTION failed to include bonuses/incentive payments in calculating
8 employees' regular rate of pay for use in deciphering the correct overtime rate of pay.
9 Additionally, the incentive and bonus payments were also not factored into employees' regular
10 rate for purposes of receiving meal and rest break premiums per the Ferra v. Loews case.

11 14. C4 PROTECTION also violated Labor Code § 226.7 and the appropriate Industrial
12 Welfare Commission Wage Order no. 4 because it failed to provide Plaintiff and other similarly
13 situated aggrieved employees with 10-minute rest periods for every four hours of work, or
14 majority portion thereof, throughout their employment. C4 PROTECTION did not completely
15 relieve Plaintiff and others of all duty during said rest periods. C4 PROTECTION did not pay
16 to Plaintiff and others one additional hour of pay at Plaintiff's regular rate of compensation
17 for each workday that one or more statutory rest periods was not provided. It was not part of the
18 company policy for employees such as Plaintiff to take at least two rest breaks per shift. The
19 concept of rest breaks was not consistently implemented as it was not company policy.
20 Moreover, it would not have been possible for employees such as Plaintiff and others to take
21 such rest breaks due to having consistent security guard duties and no one to relieve him or allow
22 for any type of a statutory break. Plaintiff was not able to take any rest breaks throughout his
23 employment. As such, the culture as well as the policies and procedures of C4 PROTECTION
24 did not lend itself to the employees receiving consistent statutory rest breaks wherein they were
25 relieved of all work duties. The environment at C4 PROTECTION was not conducive to
26 receiving multiple statutory rest breaks under California law and timely, statutory rest breaks
27 were not authorized or enforced.
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1 15. C4 PROTECTION violated Labor Code §§ 512 and 226.7 and the appropriate Industrial
2 Welfare Commission Wage Order no. 4 because it failed to provide hourly, non-exempt
3 employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods
4 for every five (5) hours of work throughout their employment. C4 PROTECTION did not
5 completely relieve Plaintiff and other employees of all duty during said meal periods. C4
6 PROTECTION did not pay to Plaintiff and its hourly, non-exempt employees one additional
7 hour of pay at their regular rate of compensation for each workday that one or more statutory
8 meal periods were not provided. The hourly, non-exempt employees would often not be able to
9 consistently receive any meal breaks. Moreover, even if aggrieved employees were able to take
10 meal breaks, the meal breaks would be late and after the 5th hour worked or they would be
11 interrupted. The latter was due to the workload and due to having consistent security guard duties
12 without any relief and without anyone to relieve Plaintiff and others of their job duties. Like
13 the rest breaks, receiving a thirty-minute uninterrupted and timely meal break was not part of the
14 company culture and was not enforced by C4 PROTECTION. Consequently, it was the normal
15 practice and custom of C4 PROTECTION not to authorize, permit, and enforce timely statutory
16 meal periods. If C4 PROTECTION had Plaintiff sign a meal period waiver, it would not be
17 valid and enforceable since Plaintiff and others generally worked more than a 6-hour shift. If
18 C4 PROTECTION had Plaintiff sign an on-duty meal period agreement wherein Plaintiff
19 agreed to work through the meal periods, it would be invalid and unenforceable because the
20 nature of Plaintiff's job does not and did not prevent him from taking a meal period and the
21 company could have hired "breakers" to relieve Plaintiff of his job duties so that he can
22 actually take a timely, uninterrupted meal period. Moreover, any such "on duty" meal period
23 agreement did not allow for Plaintiff to revoke such an agreement even if it was signed. As
24 such, Plaintiff and others did not always receive statutory, timely meal periods during their
25 employment. To the extent that C4 PROTECTION argues that Plaintiff and others were paid
26 to work through their meal period, this argument is not compelling due to the position that there
27 was no valid meal period waiver in place and even if there was, it is still a violation to prevent
28 an employee from taking a meal break in order to rest and recover. To the extent that C4

1 PROTECTION argues that employees receive meal break premium pay for missed, late or short
2 meal and rest periods, that argument is inconsequential for PAGA penalty purposes since the
3 PAGA penalties are for the violations themselves, irrespective of whether an employee received
4 the premium payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire*
5 *Protection, Inc.*, the Court stated, “section 226.7 does not give employers a lawful choice
6 between providing *either* meal and rest breaks *or* an additional hour of pay.” See *Kirby v.*
7 *Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the
8 extra hour of pay does not excuse the violation; the employer has still committed a violation even
9 if the remedy for the violation has been paid. See *Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016,
10 2016 WL 1110302 at *4). As such, the work environment and culture at C4 PROTECTION was
11 not conducive to receiving consistent, timely, statutory meal breaks under California law.

12 Moreover, any meal or rest break premiums paid were not compensated at the weighted average
13 regular rate, inclusive of bonuses and/or incentive payments as well as overtime compensation.

14 16. Furthermore, during the relevant time period, and due to the above labor code violations,
15 C4 PROTECTION failed to pay Plaintiff and other similarly situated aggrieved employees all
16 wages due to them within any time period specified by California Labor Code section 204. C4
17 PROTECTION was also in violation of California Labor Code section 226(a) by failing to
18 include pertinent information on the wage statements, including but not limited to, the correct
19 hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned,
20 net wages earned, premium pay for missed meal and rest breaks, all deductions, the correct start
21 and end of the pay period, all employee identifying information, the correct and complete name
22 and address of the legal employer, and reimbursement for business expenses, among others. In
23 fact, Plaintiff did not consistently receive any paystubs from C4 PROTECTION at all in
24 violation of Labor Code section 226 as the company would only provide Plaintiff with a
25 paycheck and would not specify in writing all of the information per Labor Code section 226.
26 As such, C4 PROTECTION did not provide Plaintiff and other similarly situated aggrieved
27 employees with complete, accurate itemized wage statements.
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1 17. During the relevant time period, C4 PROTECTION also failed to keep accurate and
2 complete payroll records showing the actual hours worked per day and the wages paid to
3 Plaintiff and others pursuant to California Labor Code sections 1174(d).

4 18. C4 PROTECTION also violated Labor Code § 203 because it willfully failed to
5 Plaintiff and other similarly situated aggrieved employees earned and due wages upon
6 separation of employment, either immediately upon involuntary termination, or within 72
7 hours of resignation. These earned but unpaid wages include compensation for all hours
8 worked, including minimum wages, overtime compensation, and premium pay for missed meal
9 and rest breaks.

10 19. During the relevant time period, Plaintiff and other aggrieved employees incurred
11 necessary, business-related expenses and costs that were not reimbursed by C4 PROTECTION.
12 These costs include, but are not limited to, uniforms and use of personal cell phones for work
13 purposes as well as equipment to effectuate their job duties as security guards. Accordingly, C4
14 PROTECTION was in violation of California Labor Code sections 2800 and 2802.

15 20. Furthermore, Plaintiff believes Defendants have also violated Labor Code Section 558
16 and has engaged in business practices which violate Business and Professions Code Section
17 17200.
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19 **FIRST CAUSE OF ACTION**

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

21 **(California Industrial Welfare Commission Order 4-2001, California Code of**
22 **Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

23 **(Plaintiff against all named defendants and all DOE defendants)**
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25 21. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 20, inclusive, of this Complaint as though fully set forth herein.

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

4 23. For the three (3) years preceding filing of this action, Defendants failed to compensate
5 Plaintiff for all hours worked.

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

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

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

16 27. 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 which will equal an
18 amount known to Plaintiff once he has obtained all of his payroll records from
19 Defendants.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY MINIMUM WAGES**

22 **(California Labor Code Sections 1194, 1194.2, 1197; IWC Wage Order no. 4-2001)**

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

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

26 29. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
27 to suffer or permit a California employee to work without paying wages at the minimum wage
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1 rate for all hours worked as required by the applicable Industrial Welfare Commission
2 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
3 8, Section 11050, subdivision 4.

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

8 31. Moreover, Pursuant to California Industrial Welfare Commission Order no. 4-2001,
9 Section 9(B), "When tools or equipment are required by the employer or are necessary to the
10 performance of a job, such tools and equipment shall be provided and maintained by the
11 employer, except that an employee whose wages are at least two (2) times the minimum wage
12 provided herein may be required to provide and maintain hand tools and equipment
13 customarily required by the trade or craft."

14 32. During his employment, Plaintiff was regularly required as a matter of uniform
15 policy and practice to provide and maintain hand tools and equipment customarily required by
16 the trade or craft and was paid less than two times the minimum wage rate by Defendants for
17 hours worked in violation of California Labor Code Section 1197 and the applicable California
18 Industrial Wage Commission wage order(s).

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

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

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

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO PAY OVERTIME**

7 **(California Industrial Welfare Commission Order 4-2001, California Code of**
8 **Regulations Title 8 Section 11040, California Labor Code sections 510, 1194)**

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

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

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

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

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

24 40. Plaintiff worked more than twelve (12) hours in a single workday.

25 41. Plaintiff was entitled to the above overtime premiums.

26 42. Defendants did not pay Plaintiff premium wages of at least one and one-half times
27 Plaintiff's regular correct rate of pay (two times the minimum wage) for hours worked past
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1 eight (8) in a day.

2 43. Defendants did not pay Plaintiff premium wages of at least one and one-half times
3 Plaintiff's regular, correct rate of pay (two times the minimum wage) for hours worked past
4 forty (40) in a week.

5 44. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's
6 regular, correct rate of pay (two times the minimum wage) for hours worked past twelve (12)
7 in a day.

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

10 46. Defendants know or should know the actual dates of overtime worked, the amount of
11 overtime worked, and the amount of unpaid overtime due.

12 47. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
13 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
14 Court.

15 48. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
16 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the
17 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
18 reasonable attorney's fees and costs of suit.

19 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

27 51. 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 (regular and overtime hours), net wages earned, premium pay
3 for missed meal and rest breaks, total hours worked by the employee, and all deductions.
4 Therefore, Defendants failed to maintain and provide accurate itemized wage
5 statements to Plaintiff in accordance with California Labor Code Section 226(a).

6 52. 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.

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

16 54. 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 **FIFTH CAUSE OF ACTION**

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

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

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

23 55. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 54, inclusive, of this Complaint as though fully set forth herein.

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

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

2 58. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
3 informed, believes, and thereon alleges, that all times relevant during the liability period,
4 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
5 including twice the minimum wage and the correct amount of overtime as well as premium pay
6 for missed meal and rest breaks, and business expense reimbursement.

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

11 60. 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.

14 **SIXTH CAUSE OF ACTION**

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

16 **(Plaintiff against all named Defendants and all DOE defendants)**

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

19 62. Pursuant to California Labor Code Section 201(a), an employer who discharges an
20 employee must immediately pay for all compensation due and owing.

21 63. Pursuant to California Labor Code Section 202, when an employee resigns, the
22 employer must pay all compensation due and owing within 72 hours of resignation, or on the
23 employee's last day of work, if the employee gives more than 72 hours notice of resignation.
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25 64. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
26 without abatement or reduction, any wages of an employee whose employment ends, the wages
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1 of the employee shall continue as a penalty from the due date at the same rate until paid or until
2 an action is commenced; however, the wages shall not continue for more than 30 days for
3 failure to pay an employee owed wages.

4 65. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
5 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

6 66. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
7 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
8 trial. Moreover, Plaintiff prays for the above-mentioned money from 1 year immediately
9 preceding the filing of this lawsuit.
10

11 67. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
12 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
13 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.
14

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

18 **SEVENTH CAUSE OF ACTION**

19 **FAILURE TO GIVE REST BREAKS**

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

21 69. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 68, inclusive, of this Complaint as though fully set forth herein.
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24 70. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 25 a. Title 8 of the California Code of Regulations Sections 11040, which provides that
26 every employer shall authorize and permit all employees to take rest periods, which
27 insofar as practicable shall be in the middle of each work period. The authorized
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1 rest period time shall be based on the total hours worked daily at the rate of ten (10)
2 minutes net rest time per four (4) hours or major fraction thereof;

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

8 c. Title 8 of the California Code of Regulations sections 11040(20)(A), which
9 penalizes the employer \$50.00 for each initial violation, per employee, of any
10 provision of the Wage Order, and \$100.00 for each additional violation thereafter
11 per employee; and
12

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

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

25 72. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
26
27
28

1 regulations, and wage orders alleged in this cause of action along with any allowable interest,
2 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
3 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

4 73. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
5 fees as well as interest under Labor Code section 218.6.

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

9 **EIGHTH CAUSE OF ACTION**

10 **FAILURE TO GIVE MEAL BREAKS**

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

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

14 76. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 15 a. California Labor Code section 512(a), which requires that employees be given a 30-
16 minute uninterrupted meal break after five (5) hours of work, and a second
17 uninterrupted meal break after ten (10) hours of work;
18
19 b. California Labor Code section 226.7, which states that (a) no employer shall require
20 any employee to work during any meal period mandated by an applicable order of
21 the Industrial Welfare Commission, and (b) if any employer fails to provide an
22 employee a meal period in accordance with an applicable order of the Industrial
23 Welfare Commission, the employer shall pay the employee one (1) additional hour
24 of pay at the employee's regular rate of compensation for each workday that the
25 meal period is not provided;
26
27 c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified
28

1 under Title 8 of the California Code of Regulations Section 11040, which states that
2 if an employer fails to provide an employee a meal period in accordance with the
3 applicable provisions of the Wage Order, the employer shall pay the employee one
4 (1) hour of pay at the employee's regular rate of compensation for each workday
5 that the meal period is not provided;

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

9 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as
10 codified under California Code of Regulations Section 11040 , which penalizes the
11 employer \$50.00 for each initial violation, per employee, of any provision of the
12 Wage Order, and \$100.00 for each additional violation thereafter per employee; and

13 f. California Labor Code section 1171 and 1173, which have given the California
14 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4)
15 as enforceable law.
16

17
18 77. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
19 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
20 take a second relieved meal break after ten (10) hours of work, as required by California law.

21 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
22 4, as codified under California Code of Regulations Sections 11040 et. seq. requires that
23 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and
24 that the meal period be at least 30 minutes in length, wherein employee is relieved of all work
25 duty. California Labor Code section 226.7 provides that employers may not require their
26 employees to work through their meal periods. California Labor Code section 226.7 and
27
28

1 California Code of Regulations section 11040 requires that if the employer fails to provide the
2 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
3 of pay for each work day that the meal period is not given.

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

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

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

13 **NINTH CAUSE OF ACTION**

14 **PRIVATE ATTORNEYS GENERAL ACT**

15 **Individual and Representative Claim for PAGA penalties under California Labor Code**
16 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174,**
1174.5, 1194, 1197, 1198, 2802)

17 **(Against All Named Defendants and all DOE Defendants)**

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

20 82. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
21 Defendants of the specific violations of the California Labor Code that Defendants
22 and DOE defendants have violated and continue to violate.

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

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

1 Labor Code.

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

9 86. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
10 violator and had one or more of the alleged violations committed against him, and therefore is
11 properly suited to represent the interests of other current and former hourly, non-exempt
12 employees who worked for C4 PROTECTION in the State of California during the PAGA
13 period.

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

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

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

23 90. California Labor Code section 558 establishes a civil penalty as follows: Any
24 employer or other person action on behalf of an employer who violates, or causes to be
25 violated, a section of this chapter or any provision regulating hours and days of work in any
26 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
27 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
28

dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid ...;

91. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking individual/victim specific relief or underpaid wages under this particular cause of action.

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

93. Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, via 2698 and 2699 any other Labor Codes and Wage Orders (including no. 4) violated based on the facts alleged in this Complaint.

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

TENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Plaintiff against all named Defendants and DOE Defendants, and each of them)

95. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 94, inclusive, of this Complaint as thought fully set forth herein.

96. 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 of the discharge of his or her duties."

97. Beginning at least 3 years prior to the filing of this complaint, in order to discharge

1 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
2 of completing his job duties, which were not reimbursed by Defendant. These expenses
3 include, but are not limited to, the use their personal cell phones for work purposes as well as
4 equipment/uniforms that were purchased by Plaintiff for use at the workplace.

5 98. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
6 and attorney's fees and costs, under Labor Code section 2802.

7 **ELEVENTH CAUSE OF ACTION**

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

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

10 **(Plaintiff against C4 PROTECTION SERVICES; COZINE ENTERPRISES INC. and**
11 **all DOE defendants)**

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

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

17 101. Defendants' violations of California labor laws constitutes a business practice because
18 it was done repeatedly over a significant period of time in a systematic manner that was
19 detrimental to Plaintiff and other aggrieved employees.

20 102. For the four years preceding the filing of this action, Plaintiff has suffered damages
21 and requests damages and/or restitution of all monies and profits to be disgorged from
22 Defendants in an amount according to proof at time of trial, but in excess of the
23 jurisdiction of this Court.

24 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
25 follows:

- 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 up to the sum of \$100,000;
- 3 2. For special and consequential damages to the extent allowed by law up to the sum of
- 4 \$250,000;
- 5 3. For restitution and disgorgement for all unfair business practices by corporate/business
- 6 Defendants against Plaintiff in an amount according to proof;
- 7 4. For an order enjoining corporate/business Defendants from further unfair and unlawful
- 8 business practices in violation of Business and Professions Code section 17200, et seq.;
- 9 5. For damages and penalties against Defendants under Labor Code section
- 10 226 for Plaintiff in a sum up to \$4,000;
- 11 6. For damages and penalties pursuant to Labor Code section 203 against Defendants in
- 12 a sum up to \$10,000;
- 13 7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
- 14 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period up to the
- 15 sum of \$25,000;
- 16 8. 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 up to the sum of \$25,000;
- 19 9. For maximum civil penalties available under the Labor Code and applicable Wage Order
- 20 against Defendant as described more particularly in the Complaint and Representative
- 21 PAGA claim/action up the sum of \$100,000 for Plaintiff individually;
- 22 10. For all remedies available to Plaintiff under the applicable Wage Order and the
- 23 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
- 24 liquidated damages, damages, penalties, and waiting time penalties according to proof
- 25 to the extent permitted by law;
- 26 11. For the imposition of civil penalties and/or statutory penalties;
- 27 12. Reasonable attorney's fees where available by law, including but not limited to,
- 28 pursuant to the California Labor Code, including section 2698, and/or other
- applicable laws; and

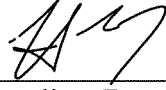
1 13. Costs and expenses of suit incurred herein;

2 14. For all interest as allowed by law;

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

4
5 DATED: October 18, 2023

MESSRELIAN LAW INC.

6
7 By 

Harout Messrelian, Esq.

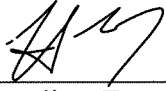
Attorneys for Plaintiff Victor Elliott

8
9 **DEMAND FOR JURY TRIAL**

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

11
12
13 DATED: October 18, 2023

MESSRELIAN LAW INC.

14
15 By 

Harout Messrelian, Esq.

Attorneys for Plaintiff Victor Elliott

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 10/18/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u>D. Williams</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: 23STCV25406

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Anne Richardson	40					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**
 on 10/18/2023 By D. Williams, Deputy Clerk
 (Date)

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

APPLICATION

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

PRIORITY OVER OTHER RULES

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

CHALLENGE TO ASSIGNED JUDGE

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

TIME STANDARDS

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

COMPLAINTS

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

CROSS-COMPLAINTS

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

STATUS CONFERENCE

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

FINAL STATUS CONFERENCE

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

SANCTIONS

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

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

Class Actions

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

***Provisionally Complex Cases**

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

FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

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

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.

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

4 9) PRINTED COURTESY COPIES

- 5 a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must
6 be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If
7 the efiled is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom
8 by 10:00 a.m. the next business day.

- 9 b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of
10 electronic submission) is required for the following documents:

- 11 i) Any printed document required pursuant to a Standing or General Order;
12 ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26
13 pages or more;
14 iii) Pleadings and motions that include points and authorities;
15 iv) Demurrers;
16 v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
17 vi) Motions for Summary Judgment/Adjudication; and
18 vii) Motions to Compel Further Discovery.

- 19 c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of
20 additional documents. Courtroom specific courtesy copy guidelines can be found at
21 www.lacourt.org on the Civil webpage under "Courtroom Information."

22 10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

- 23 a) Fees and costs associated with electronic filing must be waived for any litigant who has
24 received a fee waiver. (California Rules of Court, rules 2.253(b)(), 2.258(b), Code Civ. Proc. §
25 1010.6(d)(2).)
26 b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure
27 section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be
28 electronically filed in any authorized action or proceeding.

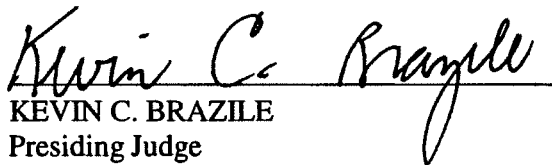
1 11) SIGNATURES ON ELECTRONIC FILING

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



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KEVIN C. BRAZILE
Presiding Judge



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>