SUM-100

SUMMONS
(CITACION JUDICIAL)

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

Electronically FILED by Superior Court of California, County of Los Angeles 12/04/2023 2:46 PM David W. Slayton, Executive Officer/Clerk of Court, By C. Davila, Deputy Clerk

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
AREAS SKYVIEW LAX JV, LLC, a limited liability company, and DOES 1 through 50, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
THAMAR FREEMAN, an individual, on behalf of herself, and as a representative of the State of California and the LWDA for all other similarly situated and aggrieved employees

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

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

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

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

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

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

CASE NUMBER:
(Número del Caso):
23TRCV04022

The name and address of the court is:
(El nombre y dirección de la corte es): ~~Torrance Courthouse~~
~~825 Maple Ave, Torrance, CA 90503~~
INGLEWOOD COURTHOUSE
ONE REGENT STREET
INGLEWOOD, CA 90301

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Amir H. Seyedfarshi, 6380 Wilshire Blvd., Suite 1602 Los Angeles, CA 90048 (424) 777- 0964

DATE: December 4, 2023
(Fecha)

Clerk, by David W. Slayton, Executive Officer/Clerk of Court, Deputy
(Secretario) C. Davila *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*

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

4. ☐ by personal delivery on *(date)*:

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Attorneys for Plaintiff, the Aggrieved Employees, and the LWDA

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

THAMAR FREEMAN, an individual, on behalf of herself, and as a representative of the State of California and the LWDA for all other similarly situated and aggrieved employees, Plaintiff, v. AREAS SKYVIEW LAX JV, LLC, a limited liability company, and DOES 1 through 50, inclusive, Defendants.	**CASE NO**: 23TRCV04022 **PLAINTIFF'S COMPLAINT AND REPRESENTATIVE ACTION FOR:** 1. Failure to Pay All Minimum Wages (L.C. §§ 1194, 1197); 2. Failure to Pay All Overtime Wages (L.C. §§ 510, 1198); 3. Failure to Provide Compliant Meal Periods or Pay Premiums (L.C. §§ 226.7 and 512); 4. Failure to Pay Timely Wages (L.C. §§ 204, 210); 5. Failure to Provide Accurate Itemized Wage Statements (L.C. §§ 226(a), 226(e), 226.3); 6. Failure to Reimburse Business Expenses (L.C. § 2802); 7. and PAGA Penalties (L.C. §§ 2698-2699.5).

Plaintiff THAMAR FREEMAN ("Plaintiff"), on behalf of herself, and as a representative of the State of California, the Labor and Workforce Development Agency ("LWDA"), the California general public, and all other similarly situated current and former aggrieved employees

("Aggrieved Employees"), complains and alleges as follows:

INTRODUCTION

1. This is a representative action brought pursuant to the Private Attorneys General Act ("PAGA"), Labor Code section 2698, *et seq.* on behalf of Plaintiff, the State of California, the LWDA, the California general public, and all similarly situated Aggrieved Employees, who were subjected to one or more of the violations alleged herein by Defendant AREAS SKYVIEW LAX JV, LLC and DOES 1 through 50, inclusive ("Defendant").

2. The term "PAGA Period" is defined as one (1) year from the filing of Plaintiff's PAGA Notice Letter to the LWDA through the present date and on-going. The PAGA Notice Letter was filed with the LWDA on September 25, 2023. A true and correct copy of the PAGA Notice Letter is attached hereto as **Exhibit 1**. Defendant's violations of California's wage and hour laws and unfair competition laws, as described more fully below, have been ongoing throughout the PAGA Period. Plaintiff reserves the right to amend this complaint to reflect a different PAGA Period as further discovery is conducted.

3. The "Aggrieved Employees" are defined as all non-exempt, hourly-paid, current and former employees of Defendant who worked at least one shift in California during the PAGA Period.

4. Plaintiff, individually and on behalf of the Aggrieved Employees, seeks relief against Defendant for violations of the Labor Code, including but not limited to sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802 for: (1) failure to pay all minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium compensation in lieu thereof, (4) failure to pay timely wages during employment; (5) failure to issue accurate itemized wage statements; and (6) failure to indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of duties.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over the causes of action alleged in this complaint as a Court of general subject matter jurisdiction and is not otherwise excluded from

exercising subject matter jurisdiction over said causes of action. The penalties recoverable for Plaintiff individually do not exceed seventy-five thousand dollars ($75,000.00), and collectively, amongst all Aggrieved Employees, the penalties do not exceed five million dollars ($5,000,000.00). Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, Industrial Welfare Commission ("IWC") Wage Orders, the Code of Civil Procedure, and Rules of Court.

6. Defendant is a Florida limited liability company that conducts business in California by operating restaurants and mercantile franchises at the Los Angeles International Airport ("LAX") in Los Angeles, California. As such, this Court has personal jurisdiction over Defendant because Defendant resides in and/or conducts business in the State of California, and a substantial portion of the acts, omissions, events, and transactions constituting the causes of action alleged herein occurred within the State of California, and more specifically, in the County of Los Angeles. (Code Civ. Proc., § 410.10.)

7. Venue is proper in this judicial district and the County of Los Angeles pursuant to sections 395 and 395.5 of the Code of Civil Procedure because the acts that give rise to the causes of action alleged herein occurred in this county. Plaintiff and many of the Aggrieved Employees resided in and/or performed work for Defendant within in Los Angeles County during the PAGA Period.

THE PARTIES

8. Plaintiff is a California resident who has worked for Defendant within the PAGA Period at Defendant's LAX restaurant locations in a non-exempt, hourly position as a Fast Food Attendant, since July 26, 2022. Plaintiff also worked for Defendant within the PAGA Period as a non-exempt, hourly Fast Food Attendant at Defendant's LAX restaurant locations.

9. Plaintiff represents the State of California, the California general public, the LWDA, and all similarly situated Aggrieved Employees.

10. Plaintiff and the Aggrieved Employees consist of identifiable, current and/or formerly similarly situated persons who worked for Defendant in California during the PAGA Period as non-exempt, hourly paid employees.

11. During the PAGA Period, Defendant willfully failed to pay Plaintiff and the Aggrieved Employees minimum wages, overtime wages, meal break premiums (when applicable), and timely wages. Defendant also willfully failed to provide Plaintiff and the Aggrieved Employees with accurate itemized wage statements, as required under the Labor Code, and also failed to reimburse Plaintiff and the Aggrieved Employees for necessary business expenses associated with work-related use of their personal cell phones.

12. Defendant is a Florida limited liability company that operates restaurant, cafes, and convenience store businesses located in LAX, within Los Angeles County, California, and was and/or is the employer of Plaintiff and the Aggrieved Employees. At all relevant times, Defendant has regularly conducted business in Los Angeles County, California.

13. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief, alleges that said Defendants are legally responsible for the violations alleged herein, pursuant to section 474 of the Code of Civil Procedure. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when that information is ascertained.

14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, each Defendant operates as a joint venture and/or single business enterprise, integrated enterprise, and/or is an agent of each other Defendant, and each Defendant is the alter ego, joint employer, and/or conspires with each other Defendant to increase profits by engaging in the conduct described in this complaint.

15. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of each other Defendant, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or

principal with the permission and consent of each of the other Defendants. Plaintiff also alleges the acts of each Defendant are legally attributable to each of the other Defendants.

PAGA ADMINISTRATIVE PREREQUISITE

16. Plaintiff brings this case as a representative action seeking penalties for the State of California in a representative capacity, as provided for under PAGA, to the extent permitted by law, as an aggrieved employee who was employed by Defendant and did not receive all minimum and overtime wages due, was not provided compliant meal periods or premium compensation in lieu thereof, did not receive timely payment of wages during employment, was not provided accurate itemized wage statements, and was not reimbursed for all necessary business expenditures.

17. Pursuant to Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause of action under the PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate, or after 65 days have passed without notice from the LWDA.

18. On September 25, 2023, prior to the filing of this complaint, Plaintiff gave written notice of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. This written notice was sent via certified mail to Defendant, and to the LWDA by electronically filing the notice via the Department of Industrial Relations website. Plaintiff was given an LWDA case number of LWDA-CM-983623-23. [*See* **Exhibit 1**.]

19. As of November 29, 2023, more than sixty-five (65) days have elapsed since Plaintiff submitted her PAGA Notice Letter on September 25, 2023 to the LWDA and Defendant, and the LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations. Also, Plaintiff has not received notice of Defendant’s intent to cure any of the alleged violations. Accordingly, Plaintiff has satisfied the administrative prerequisites for filing this action.

FACTUAL ALLEGATIONS

20. At all relevant times during the PAGA Period, Plaintiff and the Aggrieved

Employees worked for Defendant as non-exempt, hourly employees, as those terms are defined within the Labor Code and IWC Wage Order 5–2001. At all relevant times during the PAGA Period, Defendant was and is an employer, as that term is defined within the Labor Code and IWC Wage Order 5–2001.

21. Defendant operates multiple work locations—called "concepts—within multiple terminals of LAX, which consist of restaurants and convenience stores, including but not limited to The Coffee Bean, California Pizza Kitchen, LA Times Newsstand, Urth Caffé & Bar, Ford's Filling Station, Homeboy Café, Sammy's Woodfired Pizza & Grill, and Dunkin' Donuts (each, a "Concept", or collectively, "Concepts").

22. There are approximately 20 to 25 employees staffed at each Concept at any given time and approximately 3 to 5 employees working per shift.

23. Plaintiff was hired on or around July 22, 2022 to work for Defendant as an hourly, non-exempt Fast Food Attendant. The other Aggrieved Employees also worked for Defendant as hourly, non-exempt Fast Food Attendants and/or Fast Food Attendant Managers.

24. During the PAGA Period, Plaintiff and the Aggrieved Employees were typically scheduled to work five shifts per week and eight hours per shift.

25. All of Defendant's employees are required to pass through Transportation Security Administration ("TSA") airport security checkpoints when entering the terminal to report to work at their assigned Concept. This process involves removing any metal objects, sending their bags through the x-ray machine, passing through a metal detector, and being inspected by TSA personnel using a hand-held metal detector or security wand.

26. The average time to go through security for Plaintiff and the Aggrieved Employees is approximately 5 to 10 minutes, but at times, this process takes as long as 15 to 20 minutes due to equipment failures and large crowds at the security checkpoints.

27. The time it takes for Plaintiff and the Aggrieved employees to walk from the TSA checkpoint to their assigned Concept depends on which terminal they are in, which ranges from approximately 3 to 4 minutes in shorter and/or less busy terminals, to 15 to 20 minutes in longer and/or busier terminals.

28. During the PAGA period, Defendant used two processes for recording its employees' work hours. The first timekeeping process, which Defendant no longer uses, required Plaintiff and Aggrieved Employees to record their hours using a card-swipe system ("ADP Swipe System") to clock in and out. The ADP Swipe System was located within each Concept where Defendants employees were scheduled for a particular day.

29. The second timekeeping process, which Defendant currently uses, requires Plaintiff and Aggrieved Employees to record their hours by clocking in and out via an application on their smartphone ("ADP App"). The ADP App requires employees to be physically present within their assigned Concept in order to clock in or out. During the PAGA Period, Defendant does not reimburse its employees for the mandatory use of their cell phones for recording their work hours.

30. For both the ADP Swipe System and the ADP App, employees were, and are, unable to clock in for a shift more than five minutes before their scheduled start time.

31. Accordingly, Plaintiff and the Aggrieved Employees were not compensated for the full time it took from them to walk through security and the terminal, commencing with the time they arrived at the airport and ending at the time they arrived at their assigned Concept.

32. On particular occasions, the extra time spent walking through the airport, security, and the terminals resulted in Plaintiff and the Aggrieved Employees working more than eight hours in one day and/or forty hours in on week. Despite this, Plaintiff and the Aggrieved Employees were not compensated for overtime wages on these occasions.

33. Plaintiff and the Aggrieved Employees are required to clock out for meal breaks, if they took them. Defendant required its employees to take their meal breaks somewhere other than the customer seating area within each Concept, if it had one. This required Defendant's employees to leave the Concept in which they were assigned. During their meal breaks, Plaintiff and the Aggrieved Employees would leave their assigned Concept to go somewhere else within the same terminal. It is not practical for an employee to leave the terminal because they would need to go back through security in order to return to the terminal after their break. Employees also did not leave the airport during their meal breaks because it would take approximately 30

minutes to walk from the terminal to the employee parking, not including time to walk to and from their assigned Concept and going back through security on the way back.

34. Due to understaffing and high customer demands, Plaintiff and the Aggrieved Employees frequently were not permitted to take compliant meal breaks. For instance, they are often forced to take late meal breaks (meal breaks taken after the end of their fifth hour of work), short meal breaks (meal breaks that are less than a thirty minutes), missed meal breaks (no meal break at all), and/or interrupted meal breaks (meal breaks which were not duty-free).

35. On days that Plaintiff and the Aggrieved Employees were not authorized nor permitted to take compliant meal breaks, Defendant did not compensate them with meal break premiums.

36. As discussed above, Plaintiff and the Aggrieved Employees were not paid timely wages for all hours worked. Specifically, they were not compensated for the time spent walking through the airport, airport security, and the terminals in order to get to their assigned Concept. In the instances in which this extra walking time resulting in overtime hours, Plaintiff and the Aggrieved Employees were not compensated at the proper overtime rate. Furthermore, Plaintiff and the Aggrieved Employees were not paid meal break premiums for days in which they were not permitted to take a compliant meal break.

37. Based on the foregoing, Defendant also failed to issue accurate, itemized wage statements to Plaintiff and the Aggrieved Employees during the PAGA period, because the wage statements did not include all wages owed for time spent walking through the airport, security, and the terminals until they got to their assigned Concept, nor did it include overtime wages owed for this time, if applicable. The wage statements also did not include meal break premiums for any day for which Plaintiff and the Aggrieved Employees were not permitted to take a compliant meal break premium. Accordingly, Defendant furnished Plaintiff and Aggrieved Employees wage statements with an inaccurate number of hours worked, inaccurate gross and net wages, and inaccurate corresponding number of hours worked at each hourly rate.

FIRST CAUSE OF ACTION
Failure to Pay All Minimum Wages
in Violation of Labor Code §§ 1194 and 1197

38. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

39. Pursuant to Labor Code section 1197, employees must be paid at least the minimum wage fixed by the Commission or by any applicable state or local law.

40. Pursuant to Labor Code section 1194, any employee receiving less than the legal minimum wage may recover in a civil action the unpaid balance of the full amount of the minimum wage. Furthermore, IWC Wage Order No. 5-2001 obligates employers to pay each employee minimum wages for all hours worked.

41. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer's failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

42. Employees must be paid for all "hours worked." "Hours worked" means "the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so." *See* IWC Wage Order 9-2001, subd. 2(K); *see also Mendiola v. CPS Security Solutions, Inc*. (2015) 60 Cal. 4th 833.

43. Notably, there is no *de minimis* defense for such time. *See Troester v. Starbucks Corp.*, 5 Cal.5th 829 (2018) (the California Supreme Court held that, in light of new technologies allowing time-tracking with specificity, the *de minimis* principle was not applicable in the context of an alleged policy requiring employees to work minutes off the clock routinely); *see also Frlekin v. Apple Inc.*, (2020) 8 Cal. 5th 1038 ("hours worked" is defined as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so" including time spent on-site undergoing security checks).

44. Labor Code section 1197.1 authorizes employees who are paid less than the minimum fixed by an applicable state or local law, or by an order of the commission a civil

penalty, restitution of wages, and liquidate damages as follows: (1) for any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid….[and] (2) [f]or each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

45. As set forth above, Defendant failed to compensate Plaintiff and the Aggrieved Employees for all hours worked. Specifically, Defendant did not compensate Plaintiff and the Aggrieved Employees for all time spent walking through the airport, security, and the terminals until they reached their assigned Concept.

46. As a result of the unlawful acts of Defendant, Plaintiff and the Aggrieved Employees are entitled to these unpaid wages, in an amount to be proven at trial.

47. Additionally, Labor Code section 1194.2 authorizes employees to recover liquidated damages for violations of Labor Code section 1194. Accordingly, through PAGA and to the extent permitted by law, Plaintiff and the Aggrieved Employees are entitled to recover liquidated damages for violations of Labor Code section 1197.1. Based upon these same factual allegations as outlined above, Plaintiff and the Aggrieved Employees are entitled to penalties under Labor Code section 1199.

48. Moreover, where an employee, such as Plaintiff and the other Aggrieved Employees, experienced on a regular basis not being paid for all hours worked under Labor Code section 1194, the employees may recover minimum wages for the time for which they received no compensation, as well as PAGA penalties for not having received pay for such time.

49. Based on the foregoing, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g), and will seek to recover such fees and costs per this section, in addition to any other permittable statutory basis.

<u>SECOND CAUSE OF ACTION</u>
Failure to Pay All Overtime Wages
in Violation of Labor Code §§ 510 and 1198

50. Plaintiff re-alleges and incorporates by reference each and every allegation set

forth in the preceding paragraphs.

51. Labor Code section 510 provides that any work in excess of eight hours on any day, as well as all hours worked on the seventh consecutive day of a workweek, shall be compensated at the rate of no less than 1.5 times the regular rate of pay. *See also* Lab. Code § 1198; Section 3(A) of the applicable IWC Wage Order.

52. As set forth in more detail above, Defendant failed to compensate Plaintiff and the Aggrieved Employees for all hours worked, including time spent walking through the airport, security, and the terminals until they reached their assigned Concept. At times, this additional walking and waiting resulted in Plaintiff and the Aggrieved Employees working more than eight hours in one day and/or forty hours in on week. Despite this, Plaintiff and the Aggrieved Employees were not compensated for overtime wages on these occasions by Defendant.

53. As a result of the unlawful acts of Defendant, Plaintiff and the Aggrieved Employees are entitled to these unpaid overtime wages, in an amount to be proven at trial.

54. Based on the foregoing, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g), and will seek to recover such fees and costs per this section, in addition to any other permittable statutory basis.

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<u>THIRD CAUSE OF ACTION</u>
Failure to Provide Compliant Meal Periods or Pay Premiums in Violation of Labor Code §§ 226.7 and 512

55. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

56. Pursuant to Labor Code section 512, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. *Id*. at subd. (a). However, if the total work period for that day is less than six hours, then the meal period may be waived by mutual consent. *Id*.

57. The first meal period must start prior to the end of the employee's fifth hour of

work if the employee is working less than ten (10) hours. *Brinker Restaurant Corp. v Superior Court* (2012) 53 Cal. 4th 1004, 1041. During the meal period, the employee is to be completely free of the employer's control and must not be required to perform any work for the employer. *Id*. at 1040-1041.

58. If an employer fails to provide a legally compliant, duty-free meal period, the employee is entitled to one hour of "premium pay," or an additional hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided. *See* Lab. Code § 226.7(c); IWC Wage Order 5-2001 § 11.

59. Due to chronic understaffing, Defendant did not authorize or permit Plaintiff and the Aggrieved Employees to take compliant meal periods. Specifically, Plaintiff and the Aggrieved Employees' meal periods were frequently late, short, missed, or interrupted—especially because Defendant typically required Plaintiff and the Aggrieved Employees to leave the premises of their assigned Concept if it had customer seating. Accordingly, this would require Plaintiff and the Aggrieved Employees to walk to another location, time for which would cut into their meal periods.

60. Despite the foregoing, Defendant did not compensate Plaintiff or the Aggrieved Employees with one hour of premium pay on days for which they did not receive a compliant meal period.

61. As a result of the unlawful acts of Defendant, Plaintiff and the Aggrieved Employees are entitled to these unpaid meal period premiums, in an amount to be proven at trial.

62. Based on the foregoing, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g), and will seek to recover such fees and costs per this section, in addition to any other permittable statutory basis.

FOURTH CAUSE OF ACTION
Failure to Pay Timely Wages in Violation of Labor Code §§ 204 and 210

63. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

64. Labor Code section 204 expressly requires that "[a]ll wages…earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."

65. As set forth above, Defendant failed to pay Plaintiff and the Aggrieved Employees all wages owed, including unpaid wages and overtime wages for time spent walking through the airport, security, and terminals until they reached their assigned Concept, as well as meal period premiums on days that they were not authorized or permitted to receive a compliant meal period.

66. Due to Defendant's failure to pay Plaintiff and the Aggrieved Employees all these wages at the time they were owed, Defendant also failed to pay them on a timely and bi-monthly basis. Accordingly, Defendant also failed to timely pay Plaintiff and the Aggrieved Employees all wages owed within seven (7) days of the close of the payroll period in accordance with Labor Code section 204(d) on a regular and consistent basis.

67. Labor Code § 210(a) provides that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections . . . 204 . . . shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee[;] (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

68. As a result of the unlawful acts of Defendant, Plaintiff and the Aggrieved Employees are entitled to damages under these sections, in an amount to be proven at trial.

69. As a further result of the unlawful acts of Defendant, the State of California is entitled to recover penalties under Labor Code section 210 through PAGA. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1209 (2008) (affirming an award of Labor Code section 210 penalties under PAGA due to the employer's failure to timely pay wages at the proper rate in accordance with a local wage ordinance).

70. Based on the foregoing, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g), and will seek to recover such fees and costs per this section, in addition to any other permittable statutory basis.

<u>FIFTH CAUSE OF ACTION</u>

Failure to Provide Accurate Itemized Wage Statements in Violation of Labor Code §§ 226(a), 226(e), and 226.3

71. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

72. Labor Code section 1174 requires employers to keep accurate payroll records. Labor Code section 226, subdivision (a), requires that "at the time of each payment of wages," employers must furnish employees with "an accurate itemized statement" that includes, *inter alia*, gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

73. An employer has an affirmative duty to track employee's hours worked and meal periods. *See* IWC Wage Order section 7(A) ("Every employer shall keep accurate information with respect to each employee including . . . time records showing when the employee begins each work period[,] [m]eal periods[,] and total daily worked shall also be recorded."); *See also Naranjo v. Spectrum Security Services, Inc.* (2022), 13 Cal. 5th 93, 110-111, 117-118 (meal and rest break premiums are wages that can be the basis of derivative claims for wage statement penalties).

74. Labor Code section 226(e) provides that an employee is entitled to recover $50 for initial pay period in which a violation of Section 226 occurs and $100 for each subsequent pay period, not to exceed $4,000, as well as an award of costs and reasonable attorney's fees, for all pay periods in which the employer fails to provide accurate itemized statements to the employee causing the employee to suffer injury.

75. An employee is deemed to suffer injury if the employer fails to provide a wage statement containing all of the required information set forth in Labor Code section 226(a). *See* Lab. Code § 226 (e)(2).

76. As set forth above, Defendant failed to compensate Plaintiff and the Aggrieved Employees for all unpaid wages, overtime wages, and meal period premiums they were entitled to.

77. Accordingly, Plaintiff alleges that Defendant knowingly and intentionally failed

to provide Plaintiff and the Aggrieved Employees wage statements in compliance with Labor Code section 226, because said statements contained inaccurate gross wages earned, an inaccurate total number of hours worked, inaccurate net wages earned, inaccurate applicable hourly rates in effect during the pay period, and an inaccurate number of hours worked at each hourly rate.

78. Pursuant to Labor Code section 226.3, any employer who violates section 226(a) shall be subject to a civil penalty in the amount of two hundred and fifty dollars ($250.00) per employee per violation in an initial citation and one thousand dollars ($1,000.00) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

79. As a result of the unlawful acts of Defendant, Plaintiff and the Aggrieved Employees are entitled to penalties under this section, in an amount to be proven at trial.

80. Based on the foregoing, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g), and will seek to recover such fees and costs per this section, in addition to any other permittable statutory basis.

SIXTH CAUSE OF ACTION
Failure to Reimburse for Business Expenses
in Violation of Labor Code § 2802

81. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

82. Under Labor Code § 2802, "An 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, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." This indemnification requirement applies when employees must use their personal cell phones for work-related purposes. *Cochran v. Schwan's Home Service, Inc*. (2014) 228 Cal.App.4th 1137, 1140.

83. Here, during the PAGA Period, Plaintiff and the Aggrieved Employees were

required to use their personal cell phones every day to clock in and out of their work shifts and meal breaks via the ADP app. Defendant does not offer employees a company phone, nor does it reimburse employees for their work-related cell phone use. Therefore, Defendant has violated Labor Code section 2802 and owes Plaintiff and the Aggrieved Employees a reasonable percentage of their cell phone bills as unpaid reimbursement.

84. As a result of the unlawful acts of Defendant, Plaintiff and the Aggrieved Employees are entitled to penalties under this section, in an amount to be proven at trial.

85. Based on the foregoing, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g), and will seek to recover such fees and costs per this section, in addition to any other permittable statutory basis.

SEVENTH CAUSE OF ACTION
PAGA Penalties
in Violation of Labor Code §§ 2698-2699.5

86. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

87. Plaintiff and all current and former employees who were employed by Defendant during the PAGA Period are "Aggrieved Employees" under PAGA as they suffered Labor Code violations alleged herein; specifically, violations of sections 201, 202, 203, 204, 210, 226(a), 226(e), 226.3, 226.7, 510, 512, 1194, 1197, 1198, and 2802 of the Labor Code. Plaintiff was employed by Defendant during the one year preceding the submission of the PAGA Notice Letter to the LDWA, which was submitted on or around September 25, 2023. As such, she seeks to recover, on behalf of herself and all other Aggrieved Employees of Defendant, the civil penalties provided by PAGA.

88. Under Labor Code sections 2699(f)(2) and 2699.5, for each such violation, Plaintiff and all other Aggrieved Employees are entitled to penalties in an amount to be proven at the time of trial subject to the following formula:

- $100 for the initial violation per employee per pay period; and
- $200 for each subsequent violation per employee per pay period.

89. These penalties will be allocated 75% to the LWDA and 25% to the Aggrieved

Employees.

90. The Aggrieved Employees are all individuals worked for Defendant as an hourly, non-exempt employee in California during the PAGA Period. These employees were subject to the aforementioned Labor Code violations, during the period of time from one year prior to the submission of Plaintiff's PAGA Notice Letter to the LWDA, which was submitted on September 25, 2023, through the present date and on-going.

91. In addition, as set forth above, Defendant failed to provide Plaintiff and all Aggrieved Employees with accurate itemized wage statements in compliance with Labor Code § 226(a). Labor Code section 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial violation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226."

92. Pursuant to Labor Code section 226.3, for PAGA penalties associated with the Section 226 claim, Plaintiff and the Aggrieved Employees for the Section 226 claim are entitled to $250 for each initial pay period with a violation and $1,000 for each subsequent pay period with a violation. *See Raines v. Coastal Pacific Food Distributors, Inc.*, 23 Cal. App. 5th 667, 674-675 (2018) (finding that Labor Code section 226.3 applies to all violations of Labor Code § 226(a)); *see also Magadia v. Wal- Mart Assocs*., 384 F. Supp. 3d. 1058, 1109 (N.D. Cal. 2019) ("the Court finds that Cal. Lab. Code § 226.3 penalties are applicable as the appropriate measure of civil penalties under PAGA" for the violation of Labor Code § 226(a).).

93. Further, Plaintiff, as an Aggrieved Employee, need not demonstrate or prove that Defendant's conduct in refusing to provide accurate and itemized wage statements was knowing, intentional, or willful. *Lopez v. Friant & Assocs., LLC* (2017) 15 Cal. App.5th 773, 788; *see also Willner v. Manpower* Inc. 35 F. Supp. 3d 1116, 1136 (N.D. Cal. 2014) (To obtain judgment on a PAGA claim, "all [plaintiff] needs to establish is a violation of section 226(a), which she has done, as discussed above."); *McKenzie v. Fed. Exp. Corp*. 765 F.Supp.2d 1222, 1232 (C.D. Cal. 2011) (holding that "for the purposes of recovering PAGA penalties, one need only prove a violation of

Section 226(a), and need not establish a Section 226(e) injury."); *Aguirre v. Genesis Logistics*, 2013 U.S. Dist. LEXIS 189815, at *28 (C.D. Cal. July 3, 2013) ("Plaintiff does not need to establish a Cal. Lab. Code § 226(e) injury to recover penalties under § 2699(f) of PAGA.").

JURY DEMAND

94. Plaintiff hereby demands trial by jury of her and the Aggrieved Employees' claims against Defendant, except for her PAGA claims which are properly tried to the Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and Aggrieved Employees, prays for judgment against Defendant as follows:

1. General and special compensatory damages according to proof, including but not limited to damages for unpaid wages, unpaid overtime wages, unpaid meal period premiums;
2. Statutory damages or penalties, liquidated damages, and/or civil penalties, as applicable and as provided under the Labor Code, including but not limited to sections, 204, 210, 226(a), 226(e), 226.3, 226.7, 510, 512, 1194, 1197, 1198, and 2802; and any other applicable statute;
3. PAGA penalties for each violation of the Labor Code, pursuant to Labor Code sections 2698-2699.5;
4. Disgorgement of any and all "unpaid wages" and incidental losses, according
5. to proof;
6. Restitution of "unpaid wages" and prejudgment interest from the day such
7. amounts were due and payable;
8. Reasonable attorney's fees, pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis;
9. Exemplary and punitive damages;
10. Interest as allowed by law;
11. Costs and expenses of this action, pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis or pursuant to the California Rules

of Court;

12. An order directing Defendant to take such affirmative steps as may be necessary and appropriate to correct the effect of its past unlawful acts and practices; and

13. For all such other and further relief as the Court may deem just and proper.

Dated: December 4, 2023

Respectfully Submitted,

EMPLOYMENT RIGHTS LAWYERS, APC
LAW OFFICE OF TATIANA HERNANDEZ, P.C.

Amir Seyedfarshi, Esq.
Tatiana Hernandez, Esq.
Attorneys for Plaintiff, the Aggrieved Employees, and the LWDA

EXHIBIT 1

Employment Rights Lawyers, APC
6380 Wilshire Blvd., Suite 1602
Los Angeles, CA 90048
424-777-0964
amir@employmentrightslawyers.com

September 25, 2023

Filed Via LWDA's PAGA Claim Notice Online Form

Copies Sent Via Certified Mail to Defendant and Email to Defendant's attorney of Record:

Areas Skyview LAX JV, LLC
C/O CSC - Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive
Sacramento, CA 95833

Areas Skyview LAX JV, LLC
5301 Blue Lagoon Drive Suite 690
Miami, FL 33126

Karen Luh, Esq.
Jackson Lewis PC
Karen.Luh@jacksonlewis.com

Re: *Thamar Freeman v. Areas Skyview LAX JV, LLC*
California Labor Code §2699.3; Notice of Intent to File Suit

Dear Gentlepersons:

My firm, along with my co-counsel, Tatiana Hernandez, Esq., of The Law Offices of Tatiana Hernandez, P.C. represents Thamar Freeman ("Plaintiff") in connection with Plaintiff's PAGA representative action claims against Areas Skyview LAX JV, LLC ("Defendant" or "Areas Skyview") based on:

1. Defendant's failure to provide timely duty-free meal periods and/or pay meal period premiums for late, on-duty, or missed meal breaks in violation of Labor Code sections 226.7 and 512 and Section 11 of the applicable IWC

Wage Order;

2. Defendant's failure to pay all minimum wages to all employees for all hours worked (Cal. Labor Code §§ 1194, 1197);
3. Defendant's failure to pay overtime wages to all employees for all overtime hours worked (Cal. Labor Code §§ 510, 1198);
4. Defendant's failure to pay timely wages during employment (Cal. Labor Code §§ 204, 210);
5. Defendant's failure to issue accurate and complete itemized wage statements (Cal. Labor Code §§ 226(a), 226(e), 226.3);
6. Defendant's failure to indemnify its employees for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or obedience to the directions of their employer (Cal. Labor Code § 2802); and
7. Penalties based on the foregoing pursuant to the Private Attorneys General Act ("PAGA") (Labor Code sections 2699 *et seq.*).

Plaintiff intends to pursue claims for PAGA penalties during the period of time from one year prior to the date of this Notice and ongoing (the "PAGA Period") and intends to pursue civil penalties under PAGA based on Defendant's failure to provide timely duty-free meal periods and/or pay meal period premiums, for failure to pay minimum wages for all non-exempt hourly-paid employees, for failure to pay overtime wages to all non-exempt hourly-paid employees, for failure to pay timely wages during employment for all non-exempt hourly-paid employees, for failure to indemnify employees for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties, for not issuing accurate and complete itemized wage statements, and derivative claims for, *inter alia*, waiting time penalties in a PAGA representative action (for the PAGA Period), to be filed in the Superior Court of California (the "Action").

In connection with the forthcoming PAGA claim, Plaintiff seeks to represent the State of California's LWDA and the following group of PAGA Aggrieved Employees: *Plaintiff and all other individuals who are or were employed by Defendant, Areas Skyview LAX JV, LLC, as hourly-paid employees, and who worked at least one shift in California from one year prior to the date of this Notice and ongoing* (the "Aggrieved Employees"). All such Aggrieved Employees were subject to Defendant's unlawful policies, as described in further detail below.

<u>Background</u>

Areas Skyview has multiple work locations ("concepts") inside LAX, located in multiple terminals, including, for example, The Coffee Bean, California Pizza Kitchen, LA Times Newsstand, Urth Caffé & Bar, Ford's Filling Station, Homeboy Café, Sammy's Woodfired Pizza & Grill, and Dunkin' Donuts, and other coffee shops, restaurants, newsstands, and convenience stores. There are approximately 20-25 employees staffed at each concept at any given time and approximately 3-5 employees working per shift.

Areas Skyview previously used a card swipe system to record employees' hours worked, using machines located at each concept. Areas recently switched to a new timekeeping system that requires employees to clock in and out via a smartphone app. The app requires employees to be physically present in the concept to clock in or out. In both the previous and the current systems, employees were, and are, unable to clock in for a shift more than five minutes before the scheduled start time. Plaintiff and Aggrieved Employees are not reimbursed for the mandatory use of their cell phones for recording their worktime.

All employees are required to pass through TSA airport security checks when entering the terminal to report to work at their assigned concept, which involves removing their metal objects, sending their bags through the x-ray machine, passing through a metal detector, and being wanded by TSA personnel. The average time to go through security for Plaintiff and Aggrieved Employees is 5-10 minutes, but regularly takes as long as 15-20 minutes due to equipment failures and large crowds at the security check points. Walk time from the TSA check point to the assigned concept ranges, depending on the concept and the terminal, from 3-4 minutes to 15-20 minutes.

Areas Skyview employees are required to clock out and in for meal breaks. Due to understaffing and high customer demands, their time records will show that Plaintiff and Aggrieved Employees took their meal breaks after the end of the fifth hour of work, or not at all, and their payroll records will show that they were not compensated with corresponding missed or late meal period premiums.

The PAGA claims asserted herein will be brought on behalf of Plaintiff and the Aggrieved Employees of Defendant who work and/or worked for Areas Skyview during the PAGA Period:

Defendant's Failure to provide timely duty-free meal periods and/or to pay meal period premiums for late, on-duty, or missed meal periods

Pursuant to Labor Code section 512, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. *Id*. at subd. (a). However, if the total work period for that day is less than six hours, then the meal period may be waived by mutual consent. *Id*. The first meal period must start prior to the end of the employee's fifth hour of work if the employee is working less than ten (10) hours. *Brinker Restaurant Corp., supra,* 53 Cal. 4th at 1041. During the meal period, the employee is to be completely free of the employer's control and must not be required to perform any work for the employer. *Id*. at 1040-1041. If an employer fails to provide a legally compliant, duty-free meal period, the employee is entitled to one hour of "premium pay," or an additional hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided. Lab. Code § 226.7(c); IWC Wage Order 5-2001 § 11.

Here, time records will show that Plaintiff and other Aggrieved Employees took their meal breaks after the end of the fifth hour of work, or to skip them entirely due to chronic understaffing. Despite the foregoing, Plaintiff and Aggrieved Employees were not paid meal period premiums for every day that they did not receive a compliant meal period, in violation of the Labor Code. See *Brinker Restaurant Corp., supra*, 53 Cal. 4th at 1041.

Defendant's Failure to Pay Minimum Wages for All Hours Worked

Labor Code § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission or by any applicable state or local law, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code § 1194 entitles "any employee receiving less than the legal minimum wage…to recover in a civil action the unpaid balance of the full amount of this minimum wage." IWC Wage Order No. 17-2001 obligates employers to pay each employee minimum wages for all hours worked.

These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer's failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta*, 135 Cal.App.4th at 324.

Employees must be paid for all "hours worked." "Hours worked" is "the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so." See Wage Order 9-2001, Subd. 2(K); see also *Mendiola v. CPS Security Solutions, Inc*. (2015) 60 Cal. 4th 833. "[I]t is only necessary that the worker be subject to the control of the employer in order to be entitled to compensation." *Morillion v. Royal Packing Co*. 22 Cal. 4th 575, 584 (2000). An employee is under the employer's control and entitled to compensation when the employer '"directs, commands or restrains' an employee." *Morillion*, 22 Cal. 4th at 583 (citation omitted).

As the California Supreme Court made clear in *Morillion*, when determining whether an employee's activity is under the employer's control entitling him or her to compensation, the import is not whether the employer requires the activity and thus whether employees can avoid it, but the level of control employers exert over employees during the activity: "The level of the employer's control, rather than the mere fact that the employer requires the employees' activity is determinative." *Morillion*, 22 Cal.4th at 587.

Notably, there is no *de minimis* defense for such time. *See*, *Troester v. Starbucks Corp.*, 5 Cal.5th 829 (2018) (the California Supreme Court held that, in light of new technologies allowing time-tracking with specificity, the de minimis principle was not applicable in the context of an alleged policy requiring employees to work minutes off the clock routinely); *see also*, *Frlekin*, 2020 Cal. LEXIS 547 (February 13, 2020) ("hours work is defined as the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so, including time spent on-site undergoing security checks").

Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed by an applicable state or local law, or by an order of the commission a civil penalty, restitution of wages, and liquidate damages as follows: (1) for any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid….[and] (2) [f]or each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. As set forth above, Defendant failed to compensate Plaintiff and all Aggrieved Employees for all hours worked. Accordingly, through PAGA and to the extent permitted by law Plaintiff and all Aggrieved Employees are entitled to recover liquidated damages for violations of Labor Code § 1197.1. Based upon these same factual allegations, Plaintiff and the other Aggrieved Employees are entitled to penalties under Labor Code § 1199.

Similarly, Labor Code § 1194.2 authorizes employees to recover wages to recover liquidated damages for violations of Labor Code § 1194. Where an employee, as Plaintiff and the other Aggrieved Employees, experienced on a regular basis not being paid for all hours worked under Labor Code § 1194, the employees may recover minimum wages for the time for which they received no compensation, as well as PAGA penalties for not having received pay for such time.

Defendant's Failure to Pay Overtime Wages

As a result of Defendant's policy and practices described above, Plaintiff and Aggrieved Employees were required to work more than 8 hours per day and more than 40 hours per week, but were not paid overtime for hours worked more than 8 per day or 40 per week.

Labor Code § 510 provides that any work in excess of eight hours on any day shall be compensated at the rate of no less than 1.5 times the regular rate of pay. See also Section 3(A) of applicable IWC Wage Order. Here, Plaintiff and the Aggrieved Employees sometimes worked more than 8 hours in a day and over 40 hours per week. On information and belief, Defendant failed to pay employees an overtime premium for all hours worked in excess of eight hours in one day or forty hours in one week.

Concerning Labor Code section 510 and Section 3(A) of the applicable IWC Wage Order, Defendant did not pay Plaintiff and the Aggrieved Employees overtime wages corresponding to 1.5 times the hourly rates of Plaintiff and the Aggrieved Employees. Defendant violated Labor Code §§ 510 and 1198 by failing to pay Plaintiff and Aggrieved Employees overtime wages on occasions when they worked more than eight hours in a day or forty hours in a week.

Defendant's Failure to Pay Timely Wages

As to Plaintiff and all Aggrieved Employees, Defendant also failed to pay all wages due for all hours worked in violation of Labor Code sections 204 and 210.

Labor Code § 204, also a derivative claim of the unpaid time, expressly requires that "[a]ll wages…earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." Due to Defendant's failure to pay Plaintiff and all Aggrieved Employees on a timely and bi-monthly basis for all applicable minimum and overtime wages, as well as meal period premiums, Defendant failed to timely pay Plaintiff and all Aggrieved Employees all wages owed within seven (7) days of the close of the payroll period in accordance with Labor Code § 204(d) on a regular and consistent basis.

Labor Code § 210(a) provides that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections…204…shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee[;] (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

As a result of the faulty compensation policies and practices described above and Defendant's failure to pay Plaintiff and all Aggrieved Employees for all time, within seven (7) days of the close of the payroll period, the State of California is entitled to recover penalties under Labor Code § 210 through PAGA. *See Amaral v. Cintas Corp. No.* 2, 163 Cal.App.4th 1157, 1209 (2008) (affirming an award of Labor Code section 210 penalties under PAGA due to the employer's failure to timely pay wages at the proper rate in accordance with a local wage ordinance).

Defendant's Failure to Issue Accurate and Complete Itemized Wage Statements

Pursuant to Labor Code section 226, employers are obligated to furnish an itemized wage statement showing: (1) gross wages earned; (2) total hours worked; (3) the number of piece-rate units earned and any applicable piece rate (if applicable(; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the pay period; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number; (8) the legal name and address of employer; and (9) all applicable hourly rates in effect and the corresponding number of hours worked at each rate during the pay period. *Id*. at subd. (a). An employer has an affirmative duty to track employee's hours worked and meal periods. *See* IWC Wage Order section 7(A) ("Every employer shall keep accurate information with respect to each employee including . . . time records showing when the employee begins each work period[,] [m]eal periods[,] and total daily worked shall also be recorded."); *See also Naranjo, supra,* 13 Cal. 5th at at 110-111, 117-118 (meal and rest break premiums are wages that can be the basis of derivative claims for wage statement penalties). Additionally, if an employer does not keep such records, as is the case here, the burden shifts to the employer to show that proper timekeeping procedures were maintained. *See Hernandez v. Mendoza* (1988) 199 Cal. App. 3d 721, 727 (burden shifted to employer to produce evidence either of the precise amount of work or evidence to negate the reasonableness of the inference to be drawn from the employee's evidence).

Labor Code section 226(e) provides that an employee is entitled to recover $50 for initial pay period in which a violation of Section 226 occurs and $100 for each subsequent pay period, not to exceed $4,000, as well as an award of costs and reasonable attorney's fees, for all pay periods in which the employer fails to provide accurate itemized statements to the employee causing the employee to suffer injury.

Here, Plaintiff and the Aggrieved Employees did not receive wage statements which included all of the required information under Labor Code section 226(a), including all compensable hours worked and all meal period premiums owed, and thus the wage statements issued to these individuals failed to include the correct amount of gross wages earned, the net wages earned, total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226(a).

To prevail on their claim for PAGA penalties under Labor Code § 226(a), Plaintiff and the Aggrieved Employees do not need to show "injury", "willfulness" or a "knowing and intentional violation". *See Lopez v. Friant & Assocs., LLC* (2017) 15 Cal. Cal. App. 4th 773, 788 ("hold[ing] a plaintiff seeking civil penalties under PAGA for a violation of Labor Code section 226(a) does not have to satisfy the 'injury' and 'knowing and intentional' requirements of section 226(e)(1)."); *Willner v. Manpower Inc*., 35 F. Supp. 3d 1116, 1136 (N.D. Cal. 2014) (To obtain judgment on a PAGA claim, "all [plaintiff] needs to establish is a violation of section 226(a), which she has done, as discussed above."); *McKenzie v. Fed. Exp. Corp*., 765 F.Supp.2d 1222, 1232 (C.D. Cal. 2011) (holding that "for the purposes of recovering PAGA penalties, one need only prove a violation of Section 226(a), and need not establish a Section 226(e) injury.")

Defendant's Failure to Indemnify Employees For All Necessary Expenditures or Losses Incurred In Direct Consequence of the Discharge Of Their Duties

Under Labor Code § 2802, "An 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, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." This indemnification requirement applies when employees must use their personal cell phones for work-related purposes. (*Cochran v. Schwan's Home Service, Inc*. (2014) 228 Cal.App.4th 1137, 1140.) "Whether the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills." (*Ibid*.)

Here, Plaintiff and the Aggrieved Employees are required to use their personal cell phones every day to clock in and out of their work shifts via a smartphone app. Defendant does not offer employees a company phone, nor does it reimburse employees for their work-related cell phone use. Therefore, Defendant has violated Labor Code Section 2802 and owes Plaintiff and the Aggrieved Employees a reasonable percentage of their cell phone bills as unpaid reimbursement.

Conclusion

In conclusion, pursuant to Labor Code § 2699.3, we write to inform you and the Labor and Workforce Development Agency of our intent to pursue a PAGA representative action against Defendant for civil penalties under Labor Code § 2699, to be brought by the Plaintiff, individually and on behalf of the Aggrieved Employees, from one year prior to the date of this Notice through the present.

Nevertheless, it is the policy of this firm to attempt to negotiate an early resolution of all matters. If Defendant is interested in attempting to resolve this matter on a PAGA representative basis (or class basis), please contact me or have your lawyer contact me **on or before October 10, 2023,** so that we can discuss an informal discovery plan, and the possibility of early mediation. If you have any questions, please do not hesitate to call.

Plaintiff's investigation of these claims is ongoing and, upon receipt and review of the records requested above, Plaintiff reserves the right to amend or revise this notification letter to add additional claims, if necessary.

Very truly yours,

Amir Seyedfarshi, Esq.
Tatiana Hernandez, Esq.
Attorneys for Plaintiff and the Aggrieved Employees

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address)*:
Amir Seyedfarshi, 301656
Employment Rights Lawyers, 6380 Wilshire Blvd., Suite 1602, Los Angeles, CA 90048

TELEPHONE NO.: 424-777-0964 FAX NO. *(Optional)*:
E-MAIL ADDRESS: amir@employmentrightslawyers.com
ATTORNEY FOR *(Name)*: Thamar Freeman

FOR COURT USE ONLY

Electronically FILED by Superior Court of California, County of Los Angeles 12/04/2023 2:46 PM David W. Slayton, Executive Officer/Clerk of Court, By C. Davila, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 825 Maple Ave
MAILING ADDRESS: 825 Maple Ave
CITY AND ZIP CODE: Torrance, CA 90503
BRANCH NAME: Torrance Courthouse - Southwest District

CASE NAME:
THAMAR FREEMAN VS AREAS SKYVIEW LAX JV, LLC

CIVIL CASE COVER SHEET	**Complex Case Designation**	CASE NUMBER: 23TRCV04022
[x] **Unlimited** (Amount demanded exceeds $25,000) [ ] **Limited** (Amount demanded is $25,000 or less)	[ ] Counter [ ] Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	JUDGE: DEPT.:

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

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

Auto Tort
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [ ] Civil rights (08)
- [ ] Defamation (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [x] Other employment (15)

Contract
- [ ] Breach of contract/warranty (06)
- [ ] Rule 3.740 collections (09)
- [ ] Other collections (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/Inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition *(not specified above)* (43)

2. This case [ ] is [x] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [x] monetary b. [x] nonmonetary; declaratory or injunctive relief c. [x] punitive
4. Number of causes of action *(specify)*:
5. This case [ ] is [x] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: December 4, 2023
Amir H. Seyedfarshi
(TYPE OR PRINT NAME)

▶ *Amir Seyedfarshi*
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

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

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

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

Employment
- Wrongful Termination (36)
- Other Employment (15)

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

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

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

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

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

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

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

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

SHORT TITLE	CASE NUMBER
THAMAR FREEMAN VS AREAS SKYVIEW LAX JV, LLC	23TRCV04022

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

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

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

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

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

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

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	☐ 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	☐ 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	☐ 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		☐ 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		☐ 2303 Intentional Infliction of Emotional Distress	1, 4
		☐ 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		☐ 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		☐ 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE	CASE NUMBER
THAMAR FREEMAN VS AREAS SKYVIEW LAX JV, LLC	

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

SHORT TITLE	CASE NUMBER
THAMAR FREEMAN VS AREAS SKYVIEW LAX JV, LLC	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	☐ 3701 Contractual Fraud	1, 2, 3, 5
		☐ 3702 Tortious Interference	1, 2, 3, 5
		☐ 3703 Other Contract Dispute (not breach/insurance/fraud/ negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/ Inverse Condemnation (14)	☐ 1401 Eminent Domain/Condemnation Number of Parcels _________	2, 6
	Wrongful Eviction (33)	☐ 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	☐ 2601 Mortgage Foreclosure	2, 6
		☐ 2602 Quiet Title	2, 6
		☐ 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	☐ 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	☐ 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	☐ 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	☐ 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	☐ 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	☐ 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	☐ 0201 Writ – Administrative Mandamus	2, 8
		☐ 0202 Writ – Mandamus on Limited Court Case Matter	2
		☐ 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	☐ 3901 Other Writ/Judicial Review	2, 8
		☐ 3902 Administrative Hearing	2, 8
		☐ 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	☐ 0401 Asbestos Property Damage	1, 11
		☐ 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE	CASE NUMBER
THAMAR FREEMAN VS AREAS SKYVIEW LAX JV, LLC	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	☐ 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	☐ 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	☐ 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	☐ 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	☐ 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	☐ 2001 Sister State Judgment	2, 5, 11
		☐ 2002 Abstract of Judgment	2, 6
		☐ 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		☐ 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		☐ 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	☐ 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	☐ 4201 Declaratory Relief Only	1, 2, 8
		☐ 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		☐ 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		☐ 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	☐ 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	☐ 4301 Civil Harassment with Damages	2, 3, 9
		☐ 4302 Workplace Harassment with Damages	2, 3, 9
		☐ 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		☐ 4304 Election Contest	2
		☐ 4305 Petition for Change of Name/Change of Gender	2, 7
		☐ 4306 Petition for Relief from Late Claim Law	2, 3, 8
		☐ 4307 Other Civil Petition	2, 9

SHORT TITLE	CASE NUMBER
THAMAR FREEMAN VS AREAS SKYVIEW LAX JV, LLC	

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON:			ADDRESS:
☐ 1. ☒ 2. ☑ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11			Los Angeles International Airport (LAX) 1 World Way
CITY: Los Angeles	STATE: California	ZIP CODE: 90045	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Southwest District District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 11/30/2023

(SIGNATURE OF ATTORNEY/FILING PARTY

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Inglewood Courthouse One Regent Street, Inglewood, CA 90301	FILED Superior Court of California County of Los Angeles 12/04/2023 David W. Slayton, Executive Officer / Clerk of Court By: C. Davila Deputy
NOTICE OF CASE ASSIGNMENT **UNLIMITED CIVIL CASE**	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 23TRCV04022

<u>THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT</u>

	ASSIGNED JUDGE	DEPT	ROOM			ASSIGNED JUDGE	DEPT	ROOM
✔	Ronald F. Frank	8						

Given to the Plaintiff/Cross-Complainant/Attorney of Record

on 12/06/2023
(Date)

David W. Slayton, Executive Officer / Clerk of Court

By C. Davila, 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.

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 – MANDATORY ELECTRONIC FILING FOR CIVIL	FIRST AMENDED GENERAL ORDER

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.

d) Documents in Related Cases

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

3) EXEMPT LITIGANTS

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

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

4) EXEMPT FILINGS

a) The following documents shall not be filed electronically:

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

ii) Bonds/Undertaking documents;

iii) Trial and Evidentiary Hearing Exhibits

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

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

b) Lodgments

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

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5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

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

6) TECHNICAL REQUIREMENTS

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

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

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

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

i) Depositions;

ii) Declarations;

iii) Exhibits (including exhibits to declarations);

iv) Transcripts (including excerpts within transcripts);

v) Points and Authorities;

vi) Citations; and

vii) Supporting Briefs.

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

f) Accompanying Documents

Each document acompanying a single pleading must be electronically filed as a **separate** digital PDF document.

g) Multiple Documents

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 <u>before</u> 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 efiling is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.

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

i) Any printed document required pursuant to a Standing or General Order;

ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;

iii) Pleadings and motions that include points and authorities;

iv) Demurrers;

v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;

vi) Motions for Summary Judgment/Adjudication; and

vii) Motions to Compel Further Discovery.

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

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)

b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

11) SIGNATURES ON ELECTRONIC FILING

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

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

DATED: May 3, 2019

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Kevin C. Brazile

KEVIN C. BRAZILE
Presiding Judge

Superior Court of California
County of Los Angeles

Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section

Consumer Attorneys
Association of Los Angeles

Southern California
Defense Counsel

Association of
Business Trial Lawyers

California Employment
Lawyers Association

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

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

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

◆Los Angeles County Bar Association Litigation Section◆

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

◆Consumer Attorneys Association of Los Angeles◆

◆Southern California Defense Counsel◆

◆Association of Business Trial Lawyers◆

◆California Employment Lawyers Association◆

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

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

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following*:

   a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?

   b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");

   c. Exchange of names and contact information of witnesses;

   d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;

   e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;

   f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;

   g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;

i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at ***www.lacourt.org*** under "*Civil*" and then under "*General Information*").

2. The time for a defending party to respond to a complaint or cross-complaint will be extended to ______________________ (INSERT DATE) for the complaint, and ________________________ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at *www.lacourt.org* under "*Civil*", click on "*General Information*", then click on "*Voluntary Efficient Litigation Stipulations*".

3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.

4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

______________________________ ➢ ______________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR PLAINTIFF)

Date:

______________________________ ➢ ______________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR DEFENDANT)

Date:

______________________________ ➢ ______________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR DEFENDANT)

Date:

______________________________ ➢ ______________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR DEFENDANT)

Date:

______________________________ ➢ ______________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR ____________________)

Date:

______________________________ ➢ ______________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR ____________________)

Date:

______________________________ ➢ ______________________________
(TYPE OR PRINT NAME) (ATTORNEY FOR ____________________)

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

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

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.

2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.

3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:

   a. The party requesting the Informal Discovery Conference will:

      i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;

      ii. Include a brief summary of the dispute and specify the relief requested; and

      iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.

   b. Any Answer to a Request for Informal Discovery Conference must:

      i. Also be filed on the approved form (copy attached);

      ii. Include a brief summary of why the requested relief should be denied;

iii. Be filed within two (2) court days of receipt of the Request; and

iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.

c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.

d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.

e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

   It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a “specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing,” within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.

7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.

8. References to “days” mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:

The following parties stipulate:

Date:	➢	
(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:	➢	
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	➢	
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	➢	
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	➢	
(TYPE OR PRINT NAME)		(ATTORNEY FOR ______________________________)
Date:	➢	
(TYPE OR PRINT NAME)		(ATTORNEY FOR ______________________________)
Date:	➢	
(TYPE OR PRINT NAME)		(ATTORNEY FOR ______________________________)

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

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

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

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

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.

2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:

   a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.

   b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.

3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:

The following parties stipulate:

Date:

➢

(TYPE OR PRINT NAME) (ATTORNEY FOR PLAINTIFF)

Date:

➢

(TYPE OR PRINT NAME) (ATTORNEY FOR DEFENDANT)

Date:

➢

(TYPE OR PRINT NAME) (ATTORNEY FOR DEFENDANT)

Date:

➢

(TYPE OR PRINT NAME) (ATTORNEY FOR DEFENDANT)

Date:

➢

(TYPE OR PRINT NAME) (ATTORNEY FOR ______________________)

Date:

➢

(TYPE OR PRINT NAME) (ATTORNEY FOR ______________________)

Date:

➢

(TYPE OR PRINT NAME) (ATTORNEY FOR ______________________)

THE COURT SO ORDERS.

Date: ______________________

JUDICIAL OFFICER

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FILED
LOS ANGELES SUPERIOR COURT
MAY 11 2011
JOHN A. CLARKE, CLERK
N. Navarro
BY NANCY NAVARRO, DEPUTY

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

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

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

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

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

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

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

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

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

IT IS HEREBY ORDERED that, in any case in which the parties have entered into an Early Organizational Meeting Stipulation, the time for a defending party to respond to a complaint or cross complaint shall be extended by the 30 days permitted by Code of Civil Procedure section 1054(a) without further need of a specific court order.

DATED: May 11, 2011

Carolyn B. Kuhl

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

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