

MESSRELIAN LAW INC.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MELISSA OSORIO,

Plaintiff,

vs.

PLANET EXPRESS LAX, LLC; and DOES

1 to 25, inclusive,

Defendants.

CASE NO.: **23STCV28005**

COMPLAINT FOR DAMAGES FOR:

**1) PRIVATE ATTORNEYS GENERAL
ACT ("PAGA")**

COMES NOW Plaintiff, MELISSA OSORIO (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

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

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

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

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

5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that information and belief, alleges that at all times herein mentioned, each of the remaining codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and

1 under the authority of their agency, employment, or representative capacity, with the consent of
2 his/her codefendants.

3 **GENERAL ALLEGATIONS**

4 6. Plaintiff started working at PLANET EXPRESS on or around November 2022 as a
5 link cook. Plaintiff was classified as an hourly, non-exempt employee and her latest hourly rate
6 was \$21.04/hour. Plaintiff's employment ended on or around August 2023.

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

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

12 10. PLANET EXPRESS violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it
13 failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,
14 including the statutory minimum wage for all hours worked and for "off the clock" work. This
15 is so because PLANET EXPRESS had a company policy wherein they would
16 disproportionately round down the number of hours worked, resulting in "time shaving" and
17 further resulting in aggrieved employees not being paid for all hours worked. Furthermore, and
18 to the extent that aggrieved employees worked through their meal periods while "off the
19 clock", they were not compensated for all hours worked, which would be akin to a minimum
20 wage violation. In addition, aggrieved employees conducted work tasks while "off the clock",
21 including before clocking in as well as clean up duties once their shift was over and while they
22 were already clocked out.
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25 11. Due to the above "off the clock" violations, PLANET EXPRESS also violated Labor
26 Code §510 because it failed to pay Plaintiff and other aggrieved employees overtime
27 compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or
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1 40 hours per week throughout their employment. Plaintiff's and other aggrieved employees'
2 actual work hours entitled them to overtime compensation, however, PLANET EXPRESS did
3 not compensate its hourly, non-exempt employees with the correct amount of overtime due to
4 the "off the clock" work and time shaving as described above. Furthermore, PLANET
5 EXPRESS failed to include bonuses/incentive payments in calculating employees' regular rate
6 of pay for use in deciphering the correct overtime rate of pay. Additionally, the incentive and
7 bonus payments were also not factored into employees' regular rate for purposes of receiving
8 meal and rest break premiums per the Ferra v. Loews case.

10 12. PLANET EXPRESS also violated Labor Code § 226.7 and the appropriate Industrial
11 Welfare Commission Wage Order no. 5 because it failed to provide Plaintiff and other
12 similarly situated aggrieved employees with 10-minute rest periods for every four hours of
13 work, or majority portion thereof, throughout their employment. PLANET EXPRESS did not
14 completely relieve Plaintiff and others of all duty during said rest periods. PLANET
15 EXPRESS did not pay to Plaintiff and others one additional hour of pay at Plaintiff's regular
16 rate of compensation for each workday that one or more statutory rest periods was not
17 provided. It was not part of the company policy for employees such as Plaintiff to take at least
18 one, much less two, rest break per shift. In fact, Plaintiff and others rarely took any rest breaks
19 at all. The concept of rest breaks was not implemented as it was not company policy.

21 Moreover, it would not have been possible for employees such as Plaintiff to take such rest
22 breaks due to being understaffed and due to a heavy workload, especially in the fast-paced
23 restaurant industry. As such, the culture as well as the policies and procedures of PLANET
24 EXPRESS did not lend itself to the employees receiving consistent statutory rest breaks
25 wherein they were relieved of all work duties. The environment at PLANET EXPRESS was
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1 not conducive to receiving multiple statutory rest breaks under California law and timely,
2 statutory rest breaks were not authorized or enforced.

3 13. PLANET EXPRESS violated Labor Code §§ 512 and 226.7 and the appropriate
4 Industrial Welfare Commission Wage Order no. 5 because it failed to provide hourly, non-
5 exempt employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal
6 periods for every five (5) hours of work throughout their employment. PLANET EXPRESS
7 did not completely relieve Plaintiff and other employees of all duty during said meal
8 periods. PLANET EXPRESS did not pay to Plaintiff and its hourly, non-exempt employees
9 one additional hour of pay at their regular rate of compensation for each workday that one or
10 more statutory meal periods was not provided. The hourly, non-exempt employees would often
11 not be able to receive meal periods before the 5th hour worked that were actually uninterrupted.
12 The latter was due to the workload and due to being in a fast-paced restaurant environment.
13 Moreover, Plaintiff and others did not even clock out for meal periods. Like the rest breaks,
14 receiving a thirty-minute uninterrupted and timely meal break was not part of the company
15 culture and was not enforced by PLANET EXPRESS. Consequently, it was the normal practice
16 and custom of PLANET EXPRESS not to authorize, permit, and enforce timely statutory meal
17 periods. If PLANET EXPRESS had Plaintiff sign a meal period waiver, it would not be valid
18 and enforceable since Plaintiff and others generally worked more than a 6-hour shift. Even if
19 Plaintiff and others worked less than a 6-hour shift, they always worked more than a 5-hour
20 shift and did not sign a meal period waiver. If PLANET EXPRESS had Plaintiff sign an on-
21 duty meal period agreement wherein Plaintiff agreed to work through the meal periods, it
22 would be invalid and unenforceable because the nature of Plaintiff's job does not and did not
23 prevent her from taking a meal period and the company could have hired "breakers" to relieve
24 Plaintiff of her job duties so that she can actually take a timely, uninterrupted meal period.
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Moreover, any such “on duty” meal period agreement did not allow for Plaintiff to revoke such an agreement even if it was signed. As such, Plaintiff and others did not always receive statutory, timely meal periods during their employment. To the extent that PLANET EXPRESS argues that employees receive meal break premium pay for missed meal periods, that argument is inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations themselves, irrespective of whether an employee received the premium payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, “section 226.7 does not give employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour of pay.” See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the violation; the employer has still committed a violation even if the remedy for the violation has been paid. See *Wert v. U.S. Bancorp.*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment and culture at PLANET EXPRESS was not conducive to receiving consistent, timely, statutory meal breaks under California law. Moreover, any meal or rest break premiums paid were not compensated at the weighted average regular rate, inclusive of bonuses and/or incentive payments as well as overtime compensation.

14. Furthermore, during the relevant time period, and due to the above labor code violations, PLANET EXPRESS failed to pay Plaintiff and other similarly situated aggrieved employees all wages due to them within any time period specified by California Labor Code section 204. PLANET EXPRESS was also in violation of California Labor Code section 226(a) by failing to include pertinent information on the wage statements, including but not limited to, the correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned, net wages earned, premium pay for missed meal and rest breaks, all

1 deductions, the correct start and end of the pay period, all employee identifying information,
2 the correct and complete name and address of the legal employer, and reimbursement for
3 business expenses, among others. As such, PLANET EXPRESS did not provide Plaintiff and
4 other similarly situated aggrieved employees with complete, accurate itemized wage
5 statements.

6 15. During the relevant time period, PLANET EXPRESS also failed to keep accurate and
7 complete payroll records showing the actual hours worked per day and the wages paid to
8 Plaintiff and others pursuant to California Labor Code sections 1174(d).

9 16. PLANET EXPRESS also violated Labor Code § 203 because it willfully failed to pay
10 Plaintiff and other similarly situated aggrieved employees earned and due wages upon
11 separation of employment, either immediately upon involuntary termination, or within 72
12 hours of resignation. These earned but unpaid wages include compensation for all hours
13 worked, including minimum wages, overtime compensation, and premium pay for missed meal
14 and rest breaks.

15 17. During the relevant time period, Plaintiff and other aggrieved employees incurred
16 necessary, business-related expenses and costs that were not reimbursed by PLANET
17 EXPRESS. These costs include, but are not limited to, uniforms in that Plaintiff and others had
18 to purchase shirts and other articles of clothing as part of their uniforms. Accordingly,
19 PLANET EXPRESS was in violation of California Labor Code sections 2800 and 2802.

20 18. Additionally, PLANET EXPRESS violated Labor Code Section 351 and 353 by taking
21 some of the tips meant for employees and also deducting the tips from Plaintiff and others'
22 earned wages. PLANET EXPRESS also deducted the credit card fee from Plaintiff and others'
23 tips and did not timely provide the credit card and even cash tips to Plaintiff and other similarly
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1 situated aggrieved employees. As such, Plaintiff and the other similarly situated employees
2 were not given accurate tips to which they were entitled.

3 **FIRST CAUSE OF ACTION**

4 **PRIVATE ATTORNEYS GENERAL ACT**

5 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
6 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 351, 353, 510, 512, 558, 1174, 1174.5,**
7 **1194, 1197.1, 1198, 2802)**

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

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

11 20. Plaintiff has complied with the procedures for bringing suit specified in California
12 Labor Code § 2699.3. By letter dated September 1, 2023, Plaintiff gave written notice by certified
13 mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the
14 specific provisions of the California Labor Code alleged to have been violated, including the
15 facts and theories to support the alleged violations.

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

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

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

28 24. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
violin and had one or more of the alleged violations committed against her, and therefore is
properly suited to represent the interests of other current and former employees, including all

1 current and former hourly, non-exempt employees who worked for PLANET EXPRESS in the
2 State of California during the applicable PAGA Period.

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

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

10 27. California Labor Code section 2699 et seq. imposes penalties upon culpable
11 Defendants for violating the Labor Code.

12 28. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
13 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
14 seeking individual penalties/victim specific relief or underpaid wages for herself or other
15 employees under this specific PAGA cause of action. Plaintiff is not seeking wages through the
16 PAGA action.

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

19 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
20 226.3, 226.7, 351, 353, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802, and any
21 other Labor Codes/Industrial Welfare Commission Order (No. 5) violated based on the facts
22 alleged in this Complaint.

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

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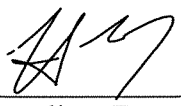
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2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
4 follows:

- 5 1. For the imposition of civil penalties;
6 2. For maximum civil penalties available under Labor Code Section 2699 against
7 Defendants in a manner and amount authorized by that statute, as described more
8 particularly in the Complaint and representative PAGA claims;
9 3. For all costs and disbursements incurred in this suit;
10 4. Reasonable attorney's fees where available by law, including but not limited to,
11 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section
12 1021.5, and/or other applicable laws; and
13 5. For such other and further relief as this Court may deem proper.

14 DATED: November 15, 2023

MESSRELIAN LAW INC.

15
16 By 
17 Harout Messrelian, Esq.
18 Attorneys for Plaintiff Melissa Osorio
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SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 11/15/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u>S. Ruiz</u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 23STCV28005

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE		DEPT	ROOM	ASSIGNED JUDGE		DEPT	ROOM
✓	Stephen I. Goorvitch	39					

Given to the Plaintiff/Cross-Complainant/Attorney of Record David W. Slayton, Executive Officer / Clerk of Court
on 11/15/2023 (Date) By S. Ruiz, 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
 Rizalinda Mina

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

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

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

1) DEFINITIONS

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

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

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

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

b) Represented Litigants

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

c) Public Notice

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

1 d) Documents in Related Cases

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

5 3) EXEMPT LITIGANTS

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

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

12 4) EXEMPT FILINGS

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

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

24 b) Lodgments

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

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1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

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

4 6) TECHNICAL REQUIREMENTS

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

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

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

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

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

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

24 f) Accompanying Documents

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

27 g) Multiple Documents

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

1 h) Writs and Abstracts

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

3 i) Sealed Documents

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

8 j) Redaction

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

13 7) ELECTRONIC FILING SCHEDULE

14 a) Filed Date

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

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

26 8) EX PARTE APPLICATIONS

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

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

9) PRINTED COURTESY COPIES

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

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

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

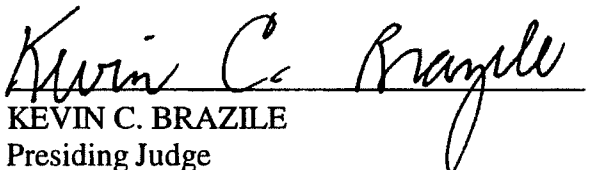
1 11) SIGNATURES ON ELECTRONIC FILING

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

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

9
10 DATED: May 3, 2019




KEVIN C. BRAZILE
Presiding Judge



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

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

Advantages of ADR

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

Disadvantages of ADR

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

Main Types of ADR

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

Mediation may be appropriate when the parties

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

Mediation may not be appropriate when the parties

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

How to Arrange Mediation in Los Angeles County

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

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

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

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

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

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

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

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

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

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

Los Angeles Superior Court ADR website: <https://www.lacourt.org/division/civil/CI0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>