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Attorneys for Plaintiff ASHLEY RIGGIO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ASHLEY RIGGIO,

Plaintiff,

vs.

PLATINUM SECURITY, INC.;
MIRANDA FARAG; MICHAEL FARAG;
and DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: **23STCV27999**

) **COMPLAINT FOR DAMAGES FOR:**

-) **1) FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**
) **2) FAILURE TO PAY MINIMUM**
) **WAGES;**
) **3) FAILURE TO PAY OVERTIME;**
) **4) FAILURE TO PROVIDE**
) **ACCURATE ITEMIZED WAGE**
) **STATEMENTS;**
) **5) FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**
) **6) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**
) **7) FAILURE TO PROVIDE REST**
) **BREAKS;**
) **8) FAILURE TO PROVIDE MEAL**
) **BREAKS;**
) **9) FAILURE TO REIMBURSE**
) **BUSINESS EXPENSES;**
) **10) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA")**
) **11) VIOLATION OF BUSINESS AND**
) **PROFESSIONS CODE SECTION**
) **17200**
) **12) FAILURE TO PROVIDE**
) **PERSONNEL RECORDS;**
) **13) FAILURE TO PROVIDE PAY**
) **RECORDS;**
) **14) SEXUAL HARASSMENT IN**
) **VIOLATION OF FAIR**

) EMPLOYMENT AND HOUSING
) ACT ("FEHA");
) 15) FAILURE TO PREVENT SEXUAL
) HARASSMENT VIOLATION OF
) FEHA;
) 16) WRONGFUL CONSTRUCTIVE
) DISCHARGE IN VIOLATION OF
) PUBLIC POLICY;
) JURY TRIAL DEMANDED

COMES NOW Plaintiff, ASHLEY RIGGIO (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 PLATINUM SECURITY, INC., MIRANDA FARAG, and MICHAEL FARAG and DOES 1 to 25, inclusive (hereinafter collectively "PLATINUM SECURITY" 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 PLATINUM SECURITY, INC. is a California corporation, doing business in the County of Los Angeles, State of California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendants MIRANDA FARAG and MICHAEL FARAG are residents of the County of Los Angeles, and State of California. MIRANDA FARAG and MICHAEL FARAG are being included in this lawsuit pursuant to Labor Code Section 558.1 in that they are owners, directors, and/or managing agents of PLATINUM SECURITY, INC. and are considered employers in that they

1 were both involved in the day-to-day operations of the business and, as such, controlled
2 Plaintiff's wages, hours, and/or working conditions. Defendants PLATINUM SECURITY,
3 INC.; MIRANDA FARAG; and MICHAEL FARAG are collectively referred to herein as
4 "Defendant(s)" (unless otherwise noted) or "PLATINUM SECURITY".

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

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

17 **GENERAL ALLEGATIONS**

18 7. Plaintiff started working at PLATINUM SECURITY on or around March 2023 as a
19 security guard. Plaintiff was classified as an hourly, non-exempt employee and was forced
20 to quit her employment on or around August 2023.

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

12 9. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
13 other employees, it allows for suits broader than the specific violations the named
14 employee experienced. Therefore, even if the employee did not personally experience the
15 Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is our
16 position that Plaintiff can equivocally bring the following labor code violations on behalf of
17 all other employees, including ALL hourly, non-exempt employees, irrespective of job title or
18 job duties.

19 10. It is Plaintiff’s position that PLATINUM SECURITY has violated the following Labor
20 Code Sections against Plaintiff and other similarly situated aggrieved employees, who include
21 all non-exempt, hourly employees who worked for PLATINUM SECURITY at their various
22 locations in the State of California during the relevant PAGA period.

23 11. PLATINUM SECURITY violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because
24 it failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,
25 including the statutory minimum wage for all hours worked and for “off the clock” work. This
26 is so because PLATINUM SECURITY had a company policy wherein they would
27 disproportionately round down the number of hours worked, resulting in “time shaving” and
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1 further resulting in aggrieved employees not being paid for all hours worked. Furthermore, and
2 to the extent that aggrieved employees worked through their meal periods while “off the clock”,
3 they were not compensated for all hours worked, which would be akin to a minimum wage
4 violation.

5 12. Due to the above “off the clock” violations, PLATINUM SECURITY also violated Labor
6 Code §510 because it failed to pay Plaintiff and other aggrieved employees overtime
7 compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or 40
8 hours per week throughout their employment. Plaintiff’s and other aggrieved employees’
9 actual work hours entitled them to overtime compensation, however, PLATINUM SECURITY
10 did not compensate its hourly, non-exempt employees with the correct amount of overtime due
11 to the “off the clock” work and time shaving as described above. In addition, there were a few
12 occasions wherein Plaintiff did not receive any overtime compensation despite working
13 overtime (over 8 hours in a day or over 12 hours in a day for double time purposes). Furthermore,
14 PLATINUM SECURITY failed to include bonuses/incentive payments in calculating
15 employees’ regular rate of pay for use in deciphering the correct overtime rate of pay.
16 Additionally, the incentive and bonus payments were also not factored into employees’ regular
17 rate for purposes of receiving meal and rest break premiums per the Ferra v. Loews case.

18 13. PLATINUM SECURITY also violated Labor Code § 226.7 and the appropriate Industrial
19 Welfare Commission Wage Order no. 4 because it failed to provide Plaintiff and other similarly
20 situated aggrieved employees with 10-minute rest periods for every four hours of work, or
21 majority portion thereof, throughout their employment. PLATINUM SECURITY did not
22 completely relieve Plaintiff and others of all duty during said rest periods. PLATINUM
23 SECURITY did not pay to Plaintiff and others one additional hour of pay at Plaintiff’s regular
24 rate of compensation for each workday that one or more statutory rest periods was not provided.
25 It was not part of the company policy for employees such as Plaintiff to take at least two rest
26 break per shift. In fact, it was not always possible for employees such as Plaintiff and others
27 to receive two statutory rest breaks wherein they were relieved of all work duties due to having
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1 to constantly monitor as a security guard. As such, the culture as well as the policies and
2 procedures of PLATINUM SECURITY did not lend itself to the employees receiving consistent
3 statutory rest breaks wherein they were relieved of all work duties. The environment at
4 PLATINUM SECURITY was not conducive to receiving multiple statutory rest breaks under
5 California law and timely, statutory rest breaks were not authorized or enforced.

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

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

3 16. During the relevant time period, PLATINUM SECURITY also failed to keep accurate
4 and complete payroll records showing the actual hours worked per day and the wages paid to
5 Plaintiff and others pursuant to California Labor Code sections 1174(d).

6 17. PLATINUM SECURITY also violated Labor Code § 203 because it willfully failed to
7 pay Plaintiff and other similarly situated aggrieved employees earned and due wages upon
8 separation of employment, either immediately upon involuntary termination, or within 72 hours
9 of resignation. These earned but unpaid wages include compensation for all hours worked,
10 including minimum wages, overtime compensation, and premium pay for missed meal and rest
11 breaks.
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13 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
14 necessary, business-related expenses and costs that were not reimbursed by PLATINUM
15 SECURITY. These costs include, but are not limited to, uniforms, use of personal cell phones
16 for work purposes, and equipment/tools needed to effectuate their job duties. Accordingly,
17 PLATINUM SECURITY was in violation of California Labor Code sections 2800 and 2802.
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19 19. In addition, Plaintiff would have individual claims under the Fair Employment and
20 Housing Act (FEHA) against PLATINUM SECURITY, INC. for sexual harassment and failure
21 to prevent sexual harassment, among other causes of action. During her employment tenure,
22 Plaintiff was sexually harassed by her direct supervisor, "Eddy". In fact, it was a quid pro quo
23 arrangement wherein Plaintiff was promised job security and promotions in exchange for
24 sexual favors. Plaintiff was forced to engage in sexual acts with her direct supervisor at the
25 workplace in fear of losing her job and in hopes of maintaining job security. It is important to
26 note that Plaintiff's direct supervisor, "Eddy", is considered a supervisor under FEHA as he
27 had the responsibility, at the very least, to direct and control Plaintiff's work. As such, it is
28 Plaintiff's position that PLATINUM SECURITY, INC. would be liable for Eddy's sexually

1 harassing behavior and in transforming Plaintiff's work environment into a hostile one. In fact,
2 the work environment became so hostile that Plaintiff was forced to quit her employment in
3 August 2023 and would have claims for constructive discharge as well.

4 20. Pursuant to California Government Code section 12960, Plaintiff has exhausted her
5 administrative remedies. Plaintiff filed a complaint with the Department of Fair Employment
6 and Housing ("DFEH"), alleging claims in this complaint. The DFEH immediately issued to
7 Plaintiff a right to sue letter.

8 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

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

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

27 26. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
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1 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
2 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
3 reasonable attorney's fees and costs of suit.

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

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PAY MINIMUM WAGES**

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

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

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

14 29. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
15 to suffer or permit a California employee to work without paying wages at the minimum wage
16 rate for all hours worked as required by the applicable Industrial Welfare Commission
17 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of
18 Regulations, Title 8, Section 11040, subdivision 4.

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

23 31. During her employment, Plaintiff was regularly required as a matter of uniform
24 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
25 was paid less than the minimum wage rate by Defendants for hours worked in violation of
26 California Labor Code Section 1197 and the applicable California Industrial Wage
27 Commission wage order(s).
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1 32. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
2 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
3 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
4 to believe that their acts or omissions were not contrary to California law.

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

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

13 **THIRD CAUSE OF ACTION**

14 **FAILURE TO PAY OVERTIME**

15 **(California Industrial Welfare Commission Order 4-2001, California Code of**
16 **Regulations Title 8 Section 11040; California Labor Code Section 510)**

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

18 35. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 34, inclusive, of this Complaint as though fully set forth herein.

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

27 37. Plaintiff was a non-exempt employee entitled to the protections of the California
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1 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations,
2 Title 8, Section 11040.

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

5 39. Plaintiff was entitled to the above overtime premiums.

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

10 41. Defendants did not pay Plaintiff premium wages of at least one and one-half times
11 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

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

14 43. Defendants know or should know the actual dates of overtime worked, the amount of
15 overtime worked, and the amount of unpaid overtime due.

16 44. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
17 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
18 Court.

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

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

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1 **FOURTH CAUSE OF ACTION**

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

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

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

5 47. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 46, inclusive, of this Complaint as though fully set forth herein.

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

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

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

20 51. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
21 sustained damages, including loss of earnings, in an amount to be established at trial. As a
22 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
23 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
24 and attorney's fees pursuant to statute.

25 52. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
26 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
27 trial.
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1 **FIFTH CAUSE OF ACTION**

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

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

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

5 53. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 52, inclusive, of this Complaint as though fully set forth herein.

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

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

11 56. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
12 informed, believes, and thereon alleges, that all times relevant during the liability period,
13 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
14 including overtime hours, the minimum wage, and premium pay for missed meal and rest
15 breaks.

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

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

23 **SIXTH CAUSE OF ACTION**

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

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

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

1 59. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 58, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

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

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

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

25 **SEVENTH CAUSE OF ACTION**

26 **FAILURE TO GIVE REST BREAKS**

27 **(Plaintiff against all named defendants and all DOE defendants)**
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1 67. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 66, inclusive, of this Complaint as though fully set forth herein.

3 68. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 4 a. Title 8 of the California Code of Regulations Sections 11040(12)(A), which
5 provides that every employer shall authorize and permit all employees to take rest
6 periods, which insofar as practicable shall be in the middle of each work period.
7 The authorized rest period time shall be based on the total hours worked daily at the
8 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
9
10 b. Title 8 of the California Code of Regulations Sections 11040(12)(B), which
11 provides that if an employer fails to provide an employee a rest period in
12 accordance with the applicable provisions of this order, the employer shall pay the
13 employee one (1) hour of pay at employee's regular rate of compensation for each
14 workday that the rest period is not provided;
15
16 c. Title 8 of the California Code of Regulations sections 11040(20)(A), which
17 penalizes the employer \$50.00 for each initial violation, per employee, of any
18 provision of the Wage Order, and \$100.00 for each additional violation thereafter
19 per employee; and
20
21 d. California Labor Code section 226.7, which states that (a) no employer shall require
22 any employee to work during any rest period mandated by an applicable order of
23 the Industrial Welfare Commission, and (b) if an employer fails to provide an
24 employee a rest period in accordance with an applicable order of the Industrial
25 Welfare Commission, the employer shall pay the employee one (1) additional hour
26 of pay at employee's regular rate of compensation for each work day that the rest
27 period is not provided.
28

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

4 70. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
5 regulations, and wage orders alleged in this cause of action along with any allowable interest,
6 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
7 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
8

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

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

14 **EIGHTH CAUSE OF ACTION**

15 **FAILURE TO GIVE MEAL BREAKS**

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

17 73. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 72, inclusive, of this Complaint as though fully set forth herein.
19

20 74. Plaintiff brings this cause of action under the following laws, for the following reasons:

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

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

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

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

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

18
19 f. California Labor Code section 1171 and 1173, which have given the California
20 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4)
21 as enforceable law.

22 75. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
23 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
24 to take a second relieved meal break after ten (10) hours of work, as required by California
25 law. California Labor Code section 512(a) and California Industrial Welfare Commission
26 Order No. 4, as codified under California Code of Regulations Sections 11040 et. seq. requires
27
28

1 that employees receive uninterrupted meal periods every five (5) hours of consecutive work,
2 and that the meal period be at least 30 minutes in length, wherein employee is relieved of all
3 work duty. California Labor Code section 226.7 provides that employers may not require their
4 employees to work through their meal periods. California Labor Code section 226.7 and
5 California Code of Regulations section 11040 requires that if the employer fails to provide the
6 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
7 of pay for each work day that the meal period is not given.
8

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

13 77. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
14 fees as well as interest under Labor Code section 218.6.

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

18 **NINTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

21 79. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 78, inclusive, of this Complaint as though fully set forth herein.

23 80. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
24 employee for all necessary expenditures or losses incurred by the employee in direct
25 consequence of the discharge of his or her duties."

26 81. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
27 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
28

1 of completing her job duties, which were not reimbursed by Defendant. These expenses
2 include, but are not limited to, use of personal cell phones for work purposes, uniforms, and
3 tools/equipment necessary to effectuate job duties as security guards.

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

6 **TENTH CAUSE OF ACTION**

7 **PRIVATE ATTORNEYS GENERAL ACT**

8 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
9 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1,**
10 **1198, 2802)**

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

12 83. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 82, inclusive, of this Complaint as though fully set forth herein.

14 84. Plaintiff has complied with the procedures for bringing suit specified in California
15 Labor Code § 2699.3. By letter dated February 17, 2023, Plaintiff gave written notice by certified
16 mail to the Labor and Workforce Development Agency ("LWDA") and Defendants of the
17 specific provisions of the California Labor Code alleged to have been violated, including the
18 facts and theories to support the alleged violations.

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

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

25 87. Pursuant to California Labor Code section 2699, any provisions of the Labor
26 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
27 departments, divisions, commissions, boards, agencies, or employees for violation of the code
28 may, as an alternative, be recovered through a civil action brought by an aggrieved employee

1 on behalf of himself or herself and other current or former employees pursuant to the procedures
2 specified in California Labor Code section 2699.3.

3 88. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
4 violator and had one or more of the alleged violations committed against her, and therefore is
5 properly suited to represent the interests of other current and former employees, including all
6 current and former hourly, non-exempt employees who worked for PLATINUM SECURITY in
7 the State of California during the applicable PAGA Period.

8 89. Based on the acts alleged above, Plaintiff, on behalf of others, seeks penalties
9 under California Labor Code sections 2698 and 2699 because of Defendants’ violations of
10 numerous provisions of the California Labor Code as alleged in this Complaint.

11 90. Plaintiff therefore has exhausted all administrative remedies required of her under
12 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute
13 this cause of action and pursue penalties in a representative action for Defendants’ violations of
14 the Labor Code.

15 91. California Labor Code section 2699 et seq. imposes penalties upon culpable
16 Defendants for violating the Labor Code.

17 92. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
18 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
19 seeking individual penalties/victim specific relief or underpaid wages for herself or other
20 employees under this specific PAGA cause of action. Plaintiff has separate causes of action in
21 this Complaint for individual wages but is not seeking wages through the PAGA action.

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

24 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
25 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802, and any other Labor
26 Codes/Industrial Welfare Commission Order (No. 4) violated based on the facts alleged in
27 this Complaint.

28 94. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney’s fees,

1 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved employees
2 as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional
3 limits of this Court.

4 **ELEVENTH CAUSE OF ACTION**

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

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

7 **(Plaintiff against PLATINUM SECURITY, INC. and all DOE defendants)**

8
9 95. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 94, inclusive, of this Complaint as though fully set forth herein.

11 96. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
12 constitutes unfair and unlawful business practices under California Business and Professions
13 Code Section 17200, et seq.

14 97. Defendant's violations of the California labor laws and the Labor Code as well as the
15 Fair Employment and Housing Act (FEHA) constitutes a business practice because it was done
16 repeatedly over a significant period of time in a systematic manner that was detrimental to
17 Plaintiff and other employees.

18 98. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
19 reasonable attorneys' fees and costs of said suit as specifically provided in California Code of
20 Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et
21 seq.

22 99. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
23 multiple damages as specifically provided in California Business and Professions Code section
24 17200 et seq.

25 100. For the four years preceding the filing of this action, Plaintiff requests
26 restitution of all monies and profits to be disgorged from Defendants in an amount according to
27 proof at time of trial, but in excess of the jurisdiction of this Court.
28

1 **TWELFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE PERSONNEL RECORDS**

3 **(Plaintiff against all named Defendants and all DOE Defendants)**

4 101. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 100, inclusive, of this Complaint as though fully set forth herein.

6 102. Labor Code section 1198.5 dictates “every current and former employee, or his
7 or her representative, has the right to inspect and receive a copy of the personnel records that
8 the employer maintains relating to the employee’s performance or to any grievance concerning
9 the employee.”

10 103. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, “the
11 employer shall make the contents of those personnel records available for inspection to the
12 current or former employee, or his or her representative, at reasonable intervals and at reasonable
13 times...” On information and belief, Defendants intentionally failed to provide Plaintiff with
14 personnel records when requested by Plaintiff via letter on September 1, 2023, as required by
15 law. Plaintiff requested her personnel records in accordance with California Labor Code section
16 1198.5(k) on September 1, 2023, via U.S. certified mail, return receipt requested.

17 104. Defendants failed to provide Plaintiff with an opportunity to inspect or copy
18 her records within 30 days. As a direct result of Defendants’ violations alleged herein,
19 Plaintiff has suffered and continues to suffer substantial losses related to Defendants' failure to
20 provide personnel records.

21 105. Plaintiff seeks all available remedies for Defendants’ violations including, but
22 not limited penalties, and costs to the extent permitted by law and according to proof at trial.
23 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
24 amount of \$750.00, along with costs and attorney’s fees.

25 **THIRTEENTH CAUSE OF ACTION**

26 **FAILURE TO PROVIDE PAY RECORDS**

27 **(Plaintiff against all named Defendants and all DOE Defendants)**

28 106. Plaintiff re-alleges and incorporates by reference each and every allegation in
paragraphs 1 through 105, inclusive, of this Complaint as though fully set forth herein.

1 107. Labor Code section 226 sub-section (b) dictates “an employer...shall afford
2 current and former employees the right to inspect or copy records pertaining to their
3 employment, upon reasonable request to the employer...”

4 108. Moreover, pursuant to sub-section (c) of Labor Code section 226, “an
5 employer who receives a written or oral request to inspect or copy records pursuant to
6 subdivision (b) pertaining to a current or former employee shall comply with the request as soon
7 as practicable, but no later than 21 calendar days from the date of the request.” On information
8 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
9 by Plaintiff via certified letter, return receipt requested, on September 1, 2023, and as required
10 by law. Plaintiff requested her pay records in accordance with California Labor Code section
11 226 on September 1, 2023, via certified mail. Defendants failed to provide Plaintiff with an
12 opportunity to inspect or copy her pay records within 21 days.

13 109. As a direct result of Defendants’ violations alleged herein, Plaintiff has
14 suffered and continues to suffer substantial losses related to Defendants' failure to provide pay
15 records.

16 110. Pursuant to Labor Code section 226, Plaintiff prays for judgment against
17 Defendants in the amount of \$750.00, along with costs and attorney’s fees. Plaintiff seeks all
18 available remedies for Defendants’ violations including, but not limited penalties, and costs to
19 the extent permitted by law and according to proof at trial.

20 **FOURTEENTH CAUSE OF ACTION**

21 **SEXUAL HARASSMENT IN VIOLATION OF FEHA**

22 **(Plaintiff against PLAINTUM SECURITY, INC. and all DOE Defendants)**

23 111. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 110, inclusive, of this Complaint as though fully set forth herein.

25 112. At all times herein mentioned, FEHA, Government Code section 12900, et seq.,
26 was in full force and effect and was binding on Defendants. Specifically, Government Code
27 section 12940(j) prohibits an employer from sexually harassing an employee on the basis of her
28

1 sex.

2 113. Plaintiff's direct supervisor, "Eddy", is considered a supervisor under FEHA as
3 he controlled Plaintiff's work. As such, it is Plaintiff's position that PLATINUM SECURITY
4 would be liable for Eddy's sexually harassing behavior and in transforming Plaintiff's work
5 environment into a hostile sexual environment which materially altered Plaintiff's working
6 conditions and which constitutes sexual harassment in violation of California Government Code
7 section 12940(j)(1).

8 114. Furthermore, this cause of action is based upon:

- 9
- 10 a. Article I Section VIII of the California Constitution which prohibits the
11 discrimination and harassment of employees based upon their sex;
- 12 b. California Government Code Section 12940 which prohibits supervisors and
13 employers from discriminating, harassing, terminating, and retaliating against, an
14 employee on the basis of their sex and sexually harassing an employee, and doing
15 any of these things to an employee because of their complaints to their supervisors
16 that they are being subjected to conduct that violates said code section;
- 17 c. Title II, Division IV of the California Code of Regulations regarding the California
18 Fair Employment and Housing act, and specifically, Sections 7287.6, 7287.8, and
19 7291.1(f)(1) of said code of regulations which makes unwelcome sexual advances,
20 sexual battery, and sexual favors which condition employment benefits unlawful;
- 21 d. California Government Code Section 12940(j)(1) which prohibits employees from
22 harassing their subordinates on the basis of the subordinates' sex including sexually
23 harassing a subordinate; and
24

25 115. Plaintiff is informed, believes, and thereon alleges, that she was subjected to
26
27
28

1 sexual harassment, which was severe and ongoing, while Plaintiff was employed by Defendant
2 PLATINUM SECURITY.

3 116. Based upon what is alleged in the above paragraphs, the Plaintiff alleges that
4 she was subjected to a sexually hostile and abusive work environment with a quid pro quo
5 nature, during the period of time specified in these Paragraphs, for which the corporate
6 Defendants did nothing to stop the harassing and intolerable work environment.

7
8 117. The Plaintiff alleges that the corporate Defendants are liable for
9 sexual harassment by allowing "Eddy" to condition Plaintiff's employment based upon her
10 forced and coerced willingness to tolerate "Eddy's" sexual harassment towards Plaintiff.

11 118. The corporate Defendants are also a party to this cause of action because,
12 amongst other things, they are strictly liable for the harassing conduct of the individual "Eddy"
13 who was a supervisory and managerial employee of Defendant PLATINUM SECURITY at all
14 times alleged herein.

15
16 119. As a direct, foreseeable, and proximate result of the conduct of all Defendants
17 named in this cause of action, and each of them, the Plaintiff has suffered, and continues to
18 suffer emotional distress, as well as other financial losses to be ascertained according to proof.

19 120. In engaging in the aforementioned conduct, Defendants and DOES 1 to 25,
20 inclusive, and each of them, aided, abetted, incited, compelled, and/or coerced unlawful
21 employment practices in violation of the announced policy of this State against such practices.
22 Furthermore, they failed to take immediate and appropriate corrective action to prevent this
23 harassment.

24 121. As a proximate result of the conduct of the Defendants, Plaintiff has suffered and
25 will continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other
26 pecuniary losses according to proof. Plaintiff has also suffered and will continue to suffer
27 physical and emotional injuries, including nervousness, humiliation, depression, anguish,
28

embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

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

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

124. FEHA provides for an award of reasonable attorneys' fees and costs incurred by A prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an award of attorneys' fees and costs.

FIFTEENTH CAUSE OF ACTION

FAILURE TO PREVENT SEXUAL HARASSMENT

IN VIOLATION OF FEHA

(Plaintiff against PLATINUM SECURITY, INC. and all DOE Defendants)

125. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 124, inclusive, of this Complaint as though fully set forth herein.

2 126. At all times herein mentioned, FEHA, California Government Code section
3 12940(k), was in full force and effect and was binding on Defendants. This statute states that it
4 is an unlawful employment practice in California for an employer to “fail to take all reasonable
5 steps necessary to prevent discrimination and harassment from occurring.”

6 127. As alleged above, Plaintiff was subjected to harassment.

7 128. Defendants failed to take all reasonable steps necessary to prevent harassment.
8 In addition, PLATINUM SECURITY, INC. failed to remedy such harassment when it realized
9 and was informed that it was occurring. PLATINUM SECURITY, INC. further failed to train,
10 supervise, and monitor its employees and agents.
11

12 129. The failure of Defendants to prevent harassment created and encouraged an
13 environment where such harassment was condoned, encouraged, tolerated, sanctioned, and/or
14 ratified.

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

21 131. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
22 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
23 oppression and was authorized, ratified, and carried on with a conscious and willful disregard of
24 their workers’ right to work in an environment free of harassment, so as to justify the imposition
25 of punitive damages to punish and set an example of said Defendants.

26 132. As a proximate result of the foregoing conduct, which violated the provisions of
27 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney’s
28

1 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

2 **SIXTEENTH CAUSE OF ACTION**

3 **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**

4 **(Plaintiff against PLATINUM SECURITY, INC. and all DOE Defendants)**

5 133. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 132 inclusive, of this Complaint as though fully set forth herein.

7 134. At all times during her employment with Defendants, Plaintiff
8 performed her duties with the utmost diligence and competence.

9 135. Defendants intentionally created an illegal and unsafe work environment and
10 atmosphere. This situation became intolerable for Plaintiff and Plaintiff had no alternative but
11 to quit her job.

12 136. The employment of Plaintiff was constructively wrongfully terminated in or
13 around August 2023 in violation of the fundamental public policy of the State of California
14 with respect to maintaining a safe and healthy work environment that was not hostile and that
15 was not permeated with sexual harassment . Moreover, Plaintiff was forced to hire an attorney
16 to assist her to end these illegal activities. Said conduct violated statutory and constitutional
17 expressions of public policy including, but not limited to, FEHA, Government Code sections
18 12940 et seq.

19 137. As set forth above, said actions by Defendants were wrongful and in violation
20 of the fundamental principles of the public policy of the State of California as reflected in its
21 laws, objectives and policies. Said statutes and constitutional expressions of public policy
22 include, but are not limited to, FEHA and Government Code sections 12940 et seq. These laws
23 inure to the benefit of the public at large, and not just the private interests of the employers and
24 employees whom they govern or protect.

25 138. As a direct and proximate result of the aforementioned acts and omissions of
26 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
27 loss of income (past and future), loss of employment benefits (past and future), general and
28

1 compensatory damages (past and future), mental pain and anguish and emotional distress (past
2 and future), and will continue to suffer in the future, in an amount to be proved at trial.

3 139. The foregoing conduct engaged in by Defendants and each of its directors,
4 Officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
5 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
6 a safe and healthy work environment, free of sexual harassment, so as to justify the imposition
7 of punitive damages to punish and set an example of said Defendants.

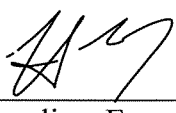
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9 **PRAYER FOR RELIEF**

- 10 1. For compensatory damages including lost past and future wages, overtime,
11 commissions, and all other sums of money, including employment benefits, together
12 with interest on said amounts, and any other economic injury to Plaintiff, according to
13 proof;
- 14 2. For special and consequential damages to the extent allowed by law;
- 15 3. For general damages according to proof;
- 16 4. For an award of punitive damages against Defendant PLATINUM SECURITY, INC.
17 according to proof;
- 18 5. For restitution and disgorgement for all unfair business practices by corporate
19 Defendants against Plaintiff in an amount according to proof;
- 20 6. For an order enjoining corporate Defendants from further unfair and unlawful business
21 practices in violation of Business and Professions Code section 17200, et seq.;
- 22 7. For damages and penalties against Defendants under Labor Code section
23 226 for Plaintiff in an amount subject to proof at trial;
- 24 8. For damages and penalties pursuant to Labor Code section 203 against Defendants in
25 an amount subject to proof at trial;
- 26 9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
27 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
- 28 10. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half

- (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
11. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendant as described more particularly in the Complaint and Representative PAGA claim/action;
12. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
13. For the imposition of civil penalties and/or statutory penalties;
14. Reasonable attorney's fees where available by law, including but not limited to, pursuant to the California Labor Code, including section 2698, the California Labor Code, FEHA (Government Code sections 12940 et seq.) and/or other applicable laws; and
15. Costs and expenses of suit incurred herein;
16. For all interest as allowed by law;
17. For such other and further relief as the Court deems just and proper.

DATED: November 15, 2023

MESSRELIAN LAW INC.

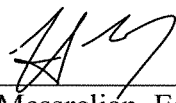
By 
Harout Messrelilian, Esq.
Attorneys for Plaintiff Ashley Riggio

DEMAND FOR JURY TRIAL

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

DATED: November 15, 2023

MESSRELIAN LAW INC.

By 
Harout Messrelilian, Esq.
Attorneys for Plaintiff Ashley Riggio

FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk

By Rizalinda Mina, Deputy
 Rizalinda Mina

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

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

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

1) DEFINITIONS

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

e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)

f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.

g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.

h) **“Portable Document Format”** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

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

b) Represented Litigants

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

c) Public Notice

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

1 d) Documents in Related Cases

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

5 3) EXEMPT LITIGANTS

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

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

12 4) EXEMPT FILINGS

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

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

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

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

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

24 b) Lodgments

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

27 //

28 //

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

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

4 6) TECHNICAL REQUIREMENTS

- 5 a) Electronic documents must be electronically filed in PDF, text searchable format **when**
6 technologically feasible without impairment of the document's image.
- 7 b) The table of contents for any filing must be bookmarked.
- 8 c) Electronic documents, including but not limited to, declarations, proofs of service, and
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the
12 bookedmarked item and briefly describe the item.
- 13 d) Attachments to primary documents must be bookmarked. Examples include, but are not
14 limited to, the following:
- 15 i) Depositions;
16 ii) Declarations;
17 iii) Exhibits (including exhibits to declarations);
18 iv) Transcripts (including excerpts within transcripts);
19 v) Points and Authorities;
20 vi) Citations; and
21 vii) Supporting Briefs.
- 22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly
23 encouraged.
- 24 f) Accompanying Documents
- 25 Each document accompanying a single pleading must be electronically filed as a **separate**
26 digital PDF document.
- 27 g) Multiple Documents
- 28 Multiple documents relating to one case can be uploaded in one envelope transaction.

h) Writs and Abstracts

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

i) Sealed Documents

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

j) Redaction

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

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

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

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

8) EX PARTE APPLICATIONS

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

- 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.

11) SIGNATURES ON ELECTRONIC FILING

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

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

DATED: May 3, 2019



Kevin C. Brazile
KEVIN C. BRAZILE
Presiding Judge



Superior Court of California, County of Los Angeles

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>

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>Y. Tarasyuk</u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 23STCV27999

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE		DEPT	ROOM	ASSIGNED JUDGE		DEPT	ROOM
✓	Gregory Keosian	61					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**
 on 11/15/2023 (Date) By Y. Tarasyuk, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

APPLICATION

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

PRIORITY OVER OTHER RULES

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

CHALLENGE TO ASSIGNED JUDGE

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

TIME STANDARDS

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

COMPLAINTS

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

CROSS-COMPLAINTS

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

STATUS CONFERENCE

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

FINAL STATUS CONFERENCE

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

SANCTIONS

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

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

Class Actions

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

***Provisionally Complex Cases**

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