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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 **DEANNA AIVAZIAN,**

11 **Plaintiff,**

12 **vs.**

13 **VERDUGO VISTA OPERATING**
14 **COMPANY, LP; and DOES 1 to 25,**
15 **inclusive,**

16 **Defendants.**

) CASE NO.: 24STCV00278

) 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) FAILURE TO PROVIDE
) PERSONNEL FILE;

) 12) FAILURE TO PROVIDE PAY
) RECORDS;

) 13) VIOLATION OF BUSINESS AND
) PROFESSIONS CODE SECTION
) 17200

) JURY TRIAL DEMANDED

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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By D. Williams, Deputy Clerk

COMES NOW Plaintiff, DEANNA AIVAZIAN (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 VERDUGO VISTA OPERATING COMPANY, LP; and DOES 1 to 25, inclusive (hereinafter collectively "VERDUGO VISTA" 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 VERDUGO VISTA OPERATING COMPANY, LP is a Delaware Limited Partnership, 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 for VERDUGO VISTA in or around 2019. Plaintiff's
5 employment ended in or around September/October 2023. During her tenure, Plaintiff was an
6 "Activity assistant" and had been classified as an hourly, non-exempt employee.

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

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

13 10. VERDUGO VISTA violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it
14 failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,
15 including the statutory minimum wage for all hours worked and for "off the clock" work. This
16 is so because VERDUGO VISTA had a company policy wherein they would disproportionately
17 round down the number of hours worked by Plaintiff and other aggrieved employees, resulting
18 in "time shaving" and further resulting in aggrieved employees not being paid for all hours
19 worked. Moreover, and based on the fact that Plaintiff and others would have to perform work
20 duties during meal periods and while clocked out, the latter would be akin to a minimum wage
21 violation. In fact, it was commonplace for Plaintiff and others to clock out for their meal breaks
22 but continue working due to being understaffed and having too much to do. Management was
23 unequivocally aware of the latter, however, Plaintiff and others did not get paid for this "off the
24 clock" work. For Plaintiff, she would almost invariably be in the "Activity room" during her
25 alleged meal period. Furthermore, and conveniently, there were numerous instances wherein the
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1 clock in/out machine would not work and employees needed to provide timesheets, which were
2 not accurate and rounded.

3 11. Due to the above "off the clock" violations and due to company policy and due to
4 working through her meal period consistently, VERDUGO VISTA also violated Labor Code
5 §510 because it failed to pay Plaintiff and other aggrieved employees overtime compensation,
6 even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
7 throughout their employment. Plaintiff's and other aggrieved employees' actual work hours
8 entitled them to overtime compensation, however, VERDUGO VISTA did not compensate its
9 hourly, non-exempt employees with the correct amount of overtime. Even absent the working
10 through lunch part, Plaintiff would notice that when she would actually work overtime (over 8
11 hours per day and/or 40 hours per week), she would never get credit for overtime hours and
12 would not get overtime pay. Furthermore, VERDUGO VISTA failed to include
13 bonuses/incentive payments/shift differentials in calculating Plaintiff's and other employees'
14 regular rate of pay for use in deciphering the correct overtime rate of pay. Additionally, the
15 incentive and bonus payments were also not factored into Plaintiff's and others' regular rate for
16 purposes of receiving meal and rest break premiums per the Ferra v. Loews case.
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19 12. VERDUGO VISTA also violated Labor Code § 226.7 and the appropriate Industrial
20 Welfare Commission Wage Order no. 5 because it failed to provide Plaintiff and other similarly
21 situated aggrieved employees with 10-minute rest periods for every four hours of work, or
22 majority portion thereof, throughout their employment. VERDUGO VISTA did not completely
23 relieve Plaintiff and others of all duty during said rest periods. VERDUGO VISTA did not pay
24 to Plaintiff and others one additional hour of pay at Plaintiff's regular rate of compensation for
25 each workday that one or more statutory rest periods was not provided. It was not part of the
26 company policy for employees such as Plaintiff to take at least two rest breaks per shift. In fact,
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1 Plaintiff would consistently not get a morning rest break and so any time she had in the afternoon
2 for a supposed break would be used to go to the bathroom or get water. The latter was the
3 situation since Plaintiff would not otherwise have time to do those things due to the hectic
4 schedule and fast-paced environment. As such, the culture as well as the policies and procedures
5 of VERDUGO VISTA did not lend itself to the employees receiving statutory rest breaks
6 wherein they were relieved of all work duties. The environment at VERDUGO VISTA was not
7 conducive to receiving statutory rest breaks under California law and timely, statutory rest breaks
8 were not authorized or enforced.
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10 13. VERDUGO VISTA violated Labor Code §§ 512 and 226.7 along with Industrial Welfare
11 Commission Wage Order no. 5 because it failed to provide hourly, non-exempt employees,
12 including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five
13 (5) hours of work throughout their employment. VERDUGO VISTA did not completely relieve
14 Plaintiff and other employees of all duty during said meal periods. VERDUGO VISTA did not
15 pay to Plaintiff and its hourly, non-exempt employees one additional hour of pay at their regular
16 rate of compensation for each workday that one or more statutory meal periods was not provided.
17 The hourly, non-exempt employees would not always receive their meal periods before the 5th
18 hour worked due to the nature of their work and due to having too many patients to monitor. The
19 latter was the same reason that Plaintiff and others were not able to take uninterrupted and
20 complete meal periods wherein they were relieved of all work duties. Like the rest breaks,
21 receiving a thirty-minute uninterrupted and timely meal break was not part of the company
22 culture and was not enforced by VERDUGO VISTA. Moreover, and as alluded to above, the
23 common practice was for Plaintiff and others to clock out for their break but to continue working
24 while "off the clock". Consequently, it was the normal practice and custom of VERDUGO
25 VISTA not to authorize, permit, and enforce timely statutory meal periods. If VERDUGO
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1 VISTA had Plaintiff sign a meal period waiver, it would not be valid and enforceable since
2 Plaintiff and others generally worked more than a 6-hour shift. If VERDUGO VISTA had
3 Plaintiff sign an on-duty meal period agreement wherein Plaintiff agreed to work through the
4 meal periods or stay on the premises during meal periods, it would be invalid and unenforceable
5 because the nature of Plaintiff's jobs does not prevent her from taking a meal period. Moreover,
6 any such "on duty" meal period agreement did not allow for Plaintiff to revoke such an
7 agreement even if it was signed. As such, Plaintiff and others did not always receive statutory,
8 timely meal periods during their employment. If VERDUGO VISTA argues that Plaintiff and
9 others were actually paid for their meal breaks, the latter would not mean there was no violation
10 since Plaintiff and others were essentially denied any meal breaks for them to rest and get
11 something to eat. The solution for VERDUGO VISTA is not to keep their employees from taking
12 meal periods, but to hire additional staff and "breakers" to make sure that their medical staff and
13 caregivers as well as other staff receive statutory breaks. To the extent that VERDUGO VISTA
14 argues that employees receive meal break premium pay for missed meal periods, that argument
15 is inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations
16 themselves, irrespective of whether an employee received the premium payment for a missed,
17 short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated,
18 "section 226.7 does not give employers a lawful choice between providing *either* meal and rest
19 breaks *or* an additional hour of pay." See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53
20 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the
21 violation; the employer has still committed a violation even if the remedy for the violation has
22 been paid. See *Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As
23 such, the work environment and culture at VERDUGO VISTA was not conducive to receiving
24 consistent, timely, statutory meal breaks under California law. Moreover, any meal or rest break
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1 premiums paid were not compensated at the weighted average regular rate, inclusive of bonuses
2 and/or incentive payments.

3 14. Furthermore, during the relevant time period, and due to the above labor code violations,
4 VERDUGO VISTA failed to pay Plaintiff and other similarly situated aggrieved employees all
5 wages due to them within any time period specified by California Labor Code section 204.
6 VERDUGO VISTA was also in violation of California Labor Code section 226(a) by failing to
7 include pertinent information on the wage statements, including but not limited to, the correct
8 hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned,
9 net wages earned, premium pay for missed meal and rest breaks, all deductions, the correct start
10 and end of the pay period, all employee identifying information, the correct name and address of
11 the legal employer, and reimbursement for business expenses, among others. As such,
12 VERDUGO VISTA did not provide Plaintiff and other similarly situated aggrieved employees
13 with complete, accurate itemized wage statements.
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15 15. During the relevant time period, VERDUGO VISTA also failed to keep accurate and
16 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
17 and others pursuant to California Labor Code sections 1174(d).
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19 16. VERDUGO VISTA also violated Labor Code § 203 because it willfully failed to pay
20 Plaintiff and other similarly situated aggrieved employees earned and due wages upon separation
21 of employment, either immediately upon involuntary termination, or within 72 hours of
22 resignation. These earned but unpaid wages include compensation for all hours worked,
23 including minimum wages, overtime compensation, and premium pay for missed meal and rest
24 breaks.
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26 17. During the relevant time period, Plaintiff and other aggrieved employees incurred
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1 necessary, business-related expenses and costs that were not reimbursed by VERDUGO VISTA.
2 These costs include, but are not limited to, use of personal phones for business-related purposes
3 and uniforms. Moreover, Plaintiff also had to buy colored pencils, paper, and other such supplies
4 for the activities, but was not reimbursed for those purchases. Accordingly, VERDUGO VISTA
5 was in violation of California Labor Code sections 2800 and 2802.

6 18. Furthermore, Plaintiff believes Defendant has also violated Labor Code Section 558 and
7 has engaged in business practices which violate Business and Professions Code Section 17200.
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9 **FIRST CAUSE OF ACTION**

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

11 **(California Industrial Welfare Commission Order 5-2001, California Code**
12 **Of Regulations Title 8 Section 11050, and California Labor Code**
13 **Section 1198)**

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

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

17 20. At all times relevant herein, Defendants were required to compensate its employees for
18 all hours worked upon reporting for work at the appointed time stated by the employer
19 pursuant to Industrial Welfare Commission Order 5-2001, California Code of
20 Regulations, Title 8, Section 11050.

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

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

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

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

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

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

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

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

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

16 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
17 to suffer or permit a California employee to work without paying wages at the minimum wage
18 rate for all hours worked as required by the applicable Industrial Welfare Commission
19 (hereinafter "IWC") Wage Order No. 5-2001, codified at California Code of
20 Regulations, Title 8, Section 11050, subdivision 4.

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

25 29. During her employment, Plaintiff was regularly required as a matter of uniform
26 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
27 was paid less than the minimum wage rate by Defendants for hours worked in violation of
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1 California Labor Code Section 1197 and the applicable California Industrial Wage
2 Commission wage order(s).

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

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

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

15 **THIRD CAUSE OF ACTION**

16 **FAILURE TO PAY OVERTIME**

17 **(California Industrial Welfare Commission Order 5-2001, California Code of Regulations
18 Title 8 Section 11050; California Labor Code Section 510)**

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

20 33. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.

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

1 35. Plaintiff was a non-exempt employee entitled to the protections of the California
2 Industrial Welfare Commission Order No. 5-2001, California Code of
3 Regulations, Title 8, Section 11050.

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

6 37. Plaintiff was entitled to the above overtime premiums.

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

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

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

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

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

20 43. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
21 Regulations, Title 8, Sections 11050, Plaintiff is entitled to recover damages for
22 the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
23 reasonable attorney's fees and costs of suit.

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

27 **FOURTH CAUSE OF ACTION**

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(California Labor Code Section 226)

(Plaintiff against all named defendants and all DOE defendants)

45. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 44, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

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

FIFTH CAUSE OF ACTION

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

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

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

4 51. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

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

22 **SIXTH CAUSE OF ACTION**

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

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

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

26 57. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 56, inclusive, of this Complaint as though fully set forth herein.
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1 58. Pursuant to California Labor Code Section 201(a), an employer who discharges an
2 employee must immediately pay for all compensation due and owing.

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

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

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

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

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

20 64. 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 **SEVENTH CAUSE OF ACTION**

24 **FAILURE TO GIVE REST BREAKS**

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

26 65. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.
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1 66. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 2 a. Title 8 of the California Code of Regulations Sections 11050(12)(A), which
3 provides that every employer shall authorize and permit all employees to take rest
4 periods, which insofar as practicable shall be in the middle of each work period.
5 The authorized rest period time shall be based on the total hours worked daily at the
6 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
7
8 b. Title 8 of the California Code of Regulations Sections 11050(12)(B), which
9 provides that if an employer fails to provide an employee a rest period in
10 accordance with the applicable provisions of this order, the employer shall pay the
11 employee one (1) hour of pay at employee's regular rate of compensation for each
12 workday that the rest period is not provided;
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14 c. Title 8 of the California Code of Regulations sections 11050(20)(A), which
15 penalizes the employer \$50.00 for each initial violation, per employee, of any
16 provision of the Wage Order, and \$100.00 for each additional violation thereafter
17 per employee; and
18
19 d. California Labor Code section 226.7, which states that (a) no employer shall require
20 any employee to work during any rest period mandated by an applicable order of
21 the Industrial Welfare Commission, and (b) if an employer fails to provide an
22 employee a rest period in accordance with an applicable order of the Industrial
23 Welfare Commission, the employer shall pay the employee one (1) additional hour
24 of pay at employee's regular rate of compensation for each work day that the rest
25 period is not provided.

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

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

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

9 70. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.
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13 **EIGHTH CAUSE OF ACTION**

14 **FAILURE TO GIVE MEAL BREAKS**

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

16 71. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 70, inclusive, of this Complaint as though fully set forth herein.

18 72. Plaintiff brings this cause of action under the following laws, for the following reasons:
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- 20 a. California Labor Code section 512(a), which requires that employees be given a 30-
21 minute uninterrupted meal break after five (5) hours of work, and a second
22 uninterrupted meal break after ten (10) hours of work;
- 23 b. California Labor Code section 226.7, which states that (a) no employer shall require
24 any employee to work during any meal period mandated by an applicable order of
25 the Industrial Welfare Commission, and (b) if any employer fails to provide an
26 employee a meal period in accordance with an applicable order of the Industrial
27 Welfare Commission, the employer shall pay the employee one (1) additional hour
28

1 of pay at the employee's regular rate of compensation for each workday that the
2 meal period is not provided;

- 3 c. California Industrial Welfare Commission Order No. 5 section 11(B), as codified
4 under Title 8 of the California Code of Regulations Section 11050, which states that
5 if an employer fails to provide an employee a meal period in accordance with the
6 applicable provisions of the Wage Order, the employer shall pay the employee one
7 (1) hour of pay at the employee's regular rate of compensation for each workday
8 that the meal period is not provided;
9
10 d. California Industrial Welfare Commission Wage Order No. 5 Section 7(A)(3), as
11 codified under Title 8 of the California Code of Regulations Section 11050, which
12 requires an employer to maintain records documenting its employees' meal periods;
13
14 e. California Industrial Welfare Commission wage order No. 5 Section 20(A), as
15 codified under California Code of Regulations Section 11050, 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. 5)
21 as enforceable law.

22 73. 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. 5, as codified under California Code of Regulations Sections 11050 et. seq. requires
27 that employees receive uninterrupted meal periods every five (5) hours of consecutive work,
28

1 and that the meal period be at least 30 minutes in length, wherein employee is relieved of all
2 work duty. California Labor Code section 226.7 provides that employers may not require their
3 employees to work through their meal periods. California Labor Code section 226.7 and
4 California Code of Regulations section 11050 requires that if the employer fails to provide the
5 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
6 of pay for each work day that the meal period is not given.

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

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

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

17 **NINTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

20 77. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 76, inclusive, of this Complaint as though fully set forth herein.

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

25 79. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
26 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
27 of completing her job duties, which were not reimbursed by Defendant. These costs include,
28

1 but are not limited to, use of personal phones for business-related purposes and uniforms.
2 Moreover, Plaintiff also had to buy colored pencils, paper, and other such supplies for the
3 activities, but was not reimbursed for those purchases.

4 80. 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, 1194.2,**
10 **1197, 1197.1, 1198, 2800, 2802)**

11 **(Plaintiff against VERDUGO VISTA and all DOE defendants)**

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

14 82. Plaintiff has complied with the procedures for bringing suit specified in California
15 Labor Code § 2699.3. By letter dated October 13, 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 83. 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 84. 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 85. 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
on behalf of himself or herself and other current or former employees pursuant to the procedures
specified in California Labor Code section 2699.3.

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

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

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

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

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

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

22 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
23 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802,
24 and any other Labor Codes/Industrial Welfare Commission Order (No. 5) violated based on
25 the facts alleged in this Complaint.

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

ELEVENTH CAUSE OF ACTION
FAILURE TO PROVIDE PERSONNEL FILE

(Plaintiff against All Named Defendants and all DOE defendants)

93. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 92, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

TWELFTH CAUSE OF ACTION

FAILURE TO PROVIDE PAY RECORDS

(Plaintiff against All Named Defendants and all DOE defendants)

98. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 97, inclusive, of this Complaint as though fully set forth herein.

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

100. Moreover, pursuant to sub-section (c) of Labor Code section 226, “an employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.” On information and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested by Plaintiff via certified letter, on October 13, 2023, and as required by law.

101. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered and continues to suffer substantial losses related to Defendants’ failure to provide pay records. Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the amount of \$750.00, along with costs and attorney’s fees.

102. Plaintiff seeks all available remedies for Defendants’ violations including, but not limited penalties, and costs to the extent permitted by law and according to proof at trial.

THIRTEENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200

(California Business and Professions Code Section 17200)

(Plaintiff against All Named Defendants and all DOE defendants)

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

1 paragraphs 1 through 102, inclusive, of this Complaint as though fully set forth herein.

2 104. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
3 constitutes unfair and unlawful business practices under California Business and Professions
4 Code Section 17200, et seq.

5 105. Defendant's violations of the California labor laws and the Labor Code
6 constitutes a business practice because it was done repeatedly over a significant period of time
7 in a systematic manner that was detrimental to Plaintiff and other employees.

8 106. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
9 reasonable attorneys' fees and costs of said suit as specifically provided in California Code of
10 Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et
11 seq.

12 107. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
13 multiple damages as specifically provided in California Business and Professions Code section
14 17200 et seq.

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

18 **PRAYER FOR RELIEF**

- 19
- 20 1. For compensatory damages including lost past and future wages, overtime,
21 commissions, and all other sums of money, including employment benefits, together
22 with interest on said amounts, and any other economic injury to Plaintiff, according to
23 proof;
 - 24 2. For special and consequential damages to the extent allowed by law;
 - 25 3. For restitution and disgorgement for all unfair business practices by corporate
26 Defendants against Plaintiff in an amount according to proof;
 - 27 4. For an order enjoining corporate Defendants from further unfair and unlawful business
28 practices in violation of Business and Professions Code section 17200, et seq.;

5. For damages and penalties against Defendants under Labor Code section 226 for Plaintiff in an amount subject to proof at trial;
6. For damages and penalties pursuant to Labor Code section 203 against Defendants in an amount subject to proof at trial;
7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
8. 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.
9. 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;
10. 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;
11. For the imposition of civil penalties and/or statutory penalties;
12. Reasonable attorney's fees where available by law, including but not limited to, pursuant to the California Labor Code, including section 2698, and/or other applicable laws; and
13. Costs and expenses of suit incurred herein;
14. For all interest as allowed by law;
15. For such other and further relief as the Court deems just and proper.

DATED: January 4, 2024

MESSRELIAN LAW INC.

By



Harout Messrelian, Esq.

Attorneys for Plaintiff Deanna Aivazian

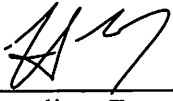
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DEMAND FOR JURY TRIAL

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

DATED: January 4, 2024

MESSRELIAN LAW INC.

By 
Harout Messrelia, Esq.
Attorneys for Plaintiff Deanna Aivazian

FILED
 Superior Court of California
 County of Los Angeles

MAY 03 2019

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

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

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

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

1) DEFINITIONS

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

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

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

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

b) Represented Litigants

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

c) Public Notice

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

1 d) Documents in Related Cases

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

5 3) EXEMPT LITIGANTS

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

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

12 4) EXEMPT FILINGS

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

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

24 b) Lodgments

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

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