

Nazo Koulloukian, SBN 263809
nazo@koullaw.com
Hilary Silvia, Of Counsel, SBN 237993
hilary@koullaw
KOU LAW FIRM, APC
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010
Telephone: (213) 761-5484
Facsimile: (818) 561-3938

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/26/2024 4:44 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Sahag Majarian, Esq. SBN 146621
sahagii@aol.com
Garen Majarian, Esq. SBN 334104
garen@majarianlawgroup.com
MAJARIAN LAW GROUP, APC
18250 Ventura Blvd.
Tarzana, CA 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

Attorneys for Plaintiff,
LAURA STINAR on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LAURA STINAR, individuals, on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General,

Plaintiff,

vs.

SHERATON OPERATING LLC, a Delaware
limited liability company, and DOES 1-50,
inclusive,

Defendant.

Case No.: **24STCV18777**

REPRESENTATIVE ACTION

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.***

1 Plaintiff LAURA STINAR brings this PAGA representative action complaint on behalf of
2 herself, all aggrieved employees, and the State of California as a Private Attorneys General, and
3 alleges as follows:

4 NATURE OF THE ACTION

5 1. Plaintiff LAURA STINAR worked as an employee for Defendant SHERATON
6 OPERATING LLC and Does 1-50 (collectively “Defendant”). Defendant owns and operates
7 hotels. Plaintiff LAURA STINAR worked for Defendant as a Guest Service Representative at their
8 W Hotel location in Los Angeles until February 29, 2024. Plaintiff brings this action pursuant to
9 the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a
10 representative basis. All current and former hourly, nonexempt employees of Defendant within
11 one year of serving notice on the LWDA to the present are aggrieved employees.

12 2. Defendant failed to comply with California Labor Code requirements due to erroneous,
13 willful and intentional employment practices and policies. Plaintiff brings this representative
14 action on behalf of herself, all other similarly situated aggrieved employees, and the State of
15 California, based upon the claims articulated below. Plaintiff provided notice of her claims
16 pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as
17 illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The
18 LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice
19 period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
20 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

21 3. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
22 worked, including overtime hours worked; (2) improper calculation of regular rate; (3) failing to
23 properly calculate and pay sick leave wages; (4) failing to pay all wages owed twice per month;
24 (5) failing to pay minimum wage; (6) failing to provide rest breaks; (7) failing to provide
25 uninterrupted meal breaks; (8) failing to pay wages due upon termination; (9) failing to properly
26 accrue and pay for unpaid vacation; (10) failing to provide suitable seating; (11) failing to provide
27 accurate itemized wage statements. Defendant is therefore liable for civil penalties under the Cal.
28

1 Labor Code, including the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as
2 described more fully herein.

3 THE PARTIES

4 4. Plaintiff LAURA STINAR is a resident of the State of California and worked as an
5 employee for Defendant as a Guest Service Representative at their W Hotel location in Los
6 Angeles until February 29, 2024.

7 5. Defendant SHERATON OPERATING LLC is a Delaware limited liability company
8 authorized to do business and doing business in California with the capacity to sue and to be sued,
9 and doing business, in the county of Los Angeles, State of California.

10 6. Plaintiff is unaware of the true names, capacities, relationships, and extent of
11 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is
12 informed and believes and thereon alleges that said Defendant is legally responsible for the
13 wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff
14 will amend this complaint when their true names and capabilities are ascertained.

15 7. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
16 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
17 of the representative class, and exercised control over their wages, hours, and working conditions.
18 Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects
19 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
20 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
21 to the other Defendants.

22 JURISDICTION AND VENUE

23 8. Venue is proper in this judicial district because Defendant conducts business in this
24 county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees
25 in this case that arose in this county.

26 9. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
27 the Superior Court and will be established according to proof at trial. Based on information,
28 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for

monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars (\$25,000).

10. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendant is qualified to do business in California and regularly conduct business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

11. During the relevant time-period, Defendant committed various violations of the California Labor Code as alleged below in more detail. Defendant enforces multiple policies that violate state law, which are intended to increase profits to the detriment of aggrieved employees.

12. This representative action represents over one hundred current and former hourly, nonexempt aggrieved employees.

13. For at least one (1) year prior to the date of service notice on the LWDA, and continuing to the present, Defendant engaged in unlawful employment practices that resulted in violations of numerous Labor Code sections, as set forth more fully below.

14. Plaintiff and all current and former hourly, nonexempt employees within one year of filing this action to the present are aggrieved employees within the meaning of Labor Code 2699, *et seq.* (See Labor code §2699(c).)

15. Defendant, and each of them, have committed the following violations of the California Labor Code:

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Orders)

16. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

17. The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an including all the time the employee is suffered or permitted to work, whether or not required to do so."

1 18. Pursuant to Labor Code §200(a) “‘Wages’ includes all amounts for labor performed by
2 employees of every description, whether the amount is fixed or ascertained by the standard of time,
3 task, piece, commission basis, or other method of calculation.”

4 19. Defendant failed to accurately calculate and pay all hours worked for Plaintiff and
5 Aggrieved Employees. For example, Plaintiff’s pay records reveal that in almost in every pay
6 period, the math of multiplying the hours by the rate of pay yields a dollar amount that is incorrect.

7 20. As a result of these ongoing violations, Defendant is liable for, among other things,
8 civil penalties pursuant to Labor Code §§ 558 & 2698 et seq

9 **Improper Calculation of Regular Rate**

10 (Cal. Lab. Code §§218, 246, 510 *et. seq.*, 1194, 2698 *et seq.*)

11 21. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
12 incorporate said paragraphs herein by reference.

13 22. Defendant pays nondiscretionary bonuses to its hourly, non-exempt employees. It is
14 well established that nondiscretionary bonuses, such as the bonuses at issue, retroactively increase
15 the employee’s “regular rate” of pay for purposes of calculating overtime, sick pay, and meal and
16 rest break penalty/premium pay. (Labor Code §207) The “regular rate” is calculated by dividing
17 the hours worked in a week by all the compensation earned for that week. When an employee is
18 later paid a bonus that is partly due to work performed in that week, this additional pay must be
19 added into the total compensation for the week, increasing the employee’s regular rate of pay.
20 (*Marin v. Costco Wholesale Corp.* (2008) 169 CA4th 804, 807.)

21 23. There are various pay periods wherein Defendant paid employees, including Plaintiff,
22 nondiscretionary payments and those sums were not included in the regular rate of pay. For
23 example, Plaintiff’s wage statements dated 6/1/23 and 12/14/23 reflect failures to properly
24 calculate the regular rate of pay.

25 24. Defendant has failed to properly calculate and pay overtime, sick pay, and meal and
26 rest break penalty payments compensation. Plaintiff and other employees have been denied “the
27 unpaid balance of the full amount of this... overtime compensation” as required by Cal. Labor
28 Code. §1194, and Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.*

1 Additionally, Defendant has violated Cal. Labor Code §218 and §510 and applicable Industrial
2 Welfare Commission Wage Orders at sections (3)(A)(1) for failure to pay overtime. Defendant is
3 liable for civil penalties pursuant to Cal. Labor Code §558 and 2698 *et seq.*

4 **Failure to Properly Calculate and Pay Sick Leave Wages**

5 (Cal. Lab. Code §§246, 2698 *et seq.*)

6 25. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
7 incorporate said paragraphs herein by reference.

8 26. Employers must calculate paid sick leave for non-exempt employees in one of two
9 ways:

10 A. Paid sick time for nonexempt employees shall be calculated in the
11 same manner as the regular rate of pay for the workweek in which the employee
12 uses paid sick time, whether or not the employee actually works overtime in
13 that workweek; [or]

14 B. Paid sick time for nonexempt employees shall be calculated by
15 dividing the employee's total wages, not including overtime premium pay, by
16 the employee's total hours worked in the full pay periods of the prior 90 days
17 of employment.

18 Labor Code § 246 (l)

19 27. As discussed above and expressly incorporated by reference herein, Defendant paid
20 bonuses, including nondiscretionary bonuses which were not incorporated into aggrieved
21 employees' regular rate of pay for purposes of calculating overtime, sick pay, or premium pay.
22 Plaintiff and aggrieved employees were paid sick leave wages at their base hourly rates of pay,
23 which is less than required under either of the two alternative methods of calculation provided by
24 Labor Code section 246(l).

25 **Failure to Pay All Wages Owed Twice Per Month**

26 (Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

27 28. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
28 incorporate said paragraphs herein by reference.

1 29. Defendant was required to pay Plaintiff and aggrieved employees all wages earned
2 twice during each calendar month pursuant to Labor Code §204(a). Defendant failed to pay all
3 wages earned to employees as a result of the unlawful employment policies and practices discussed
4 herein. As a result of these practices, employees were underpaid for hours worked, including
5 overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed
6 twice per month. Due to this failure, Defendant is liable under Labor Code §210 for failure to pay
7 wages as required by law.

8 **Failure to Pay Minimum Wage**

9 (Cal. Lab. Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

10 30. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
11 incorporate said paragraphs herein by reference.

12 31. Pursuant to Labor Code §§ 1194, 1194.2 and 1197, it is unlawful for an employer to
13 suffer or permit a California employee to work without paying wages at the proper minimum wage
14 for all time worked as required by the Applicable Wage Orders. Pursuant to the Applicable Wage
15 Orders “hours worked” include “the time during which an employee is subject to the control of an
16 employer, and includes all the time the employee is suffered or permitted to work, whether or not
17 required to do so.”

18 32. During the applicable recovery period, Aggrieved Employees were suffered, permitted,
19 and required to perform work by Defendant for which they received no pay. Defendant
20 miscalculated the total hours worked resulting in unpaid time worked by employees.

21 33. The aforementioned acts by Defendant were undertaken with the intention of depriving
22 Aggrieved Employees of their earned wages. As a result of these ongoing violations, Defendant is
23 liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

24 **Failure to Provide Rest Breaks**

25 (Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

26 34. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
27 incorporate said paragraphs herein by reference.
28

1 35. Defendant has failed to maintain a compliant rest period policy and practice that
2 provides its employees with off-duty rest periods as required by California law.

3 36. Plaintiff reports noncompliant rest breaks resulting from the extensive time it took for
4 her and her coworkers to commute from their workstations to the break room and back to their
5 workstations within the 10 minutes allowed break time. This walk time substantially cut into and
6 decreased the actual amount of time employees were relieved of all duties, therefore making breaks
7 under 10 minutes. Rest breaks were also often late.

8 37. Rest periods were often either less than ten minutes, not provided, interrupted or late,
9 “on duty”, or not scheduled before and after a meal period for shifts greater than six hours, as
10 prescribed by California law because Defendant: (1) did not account for all hours worked that were
11 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
12 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
13 inform and train employees about when, where and how to take timely and uninterrupted ten-
14 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
15 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
16 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
17 break policy.

18 38. Defendant did not authorize or permit all of its hourly employees to take at least a ten
19 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
20 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
21 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated
22 the Wage Order, Defendant is liable under Labor Code §1198. As a result of these violations,
23 Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

24 **Failure to Provide Uninterrupted Meal Breaks**

25 (Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*)

26 39. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
27 incorporate said paragraphs herein by reference.
28

1 40. During Plaintiff's employment, Defendant failed to maintain a compliant meal period
2 policy and practice. Defendant failed to provide all of its hourly employees with their right to take
3 an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not
4 employ an employee for a work period of more than five hours per day without providing the
5 employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o
6 employer shall require an employee to work during any meal... period mandated by an applicable
7 order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in
8 pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the
9 meal period shall be considered an 'on duty' meal period and counted as time worked." Labor
10 Code 1198 states that any violation of a wage order is a violation of the Labor Code.

11 41. Plaintiff and aggrieved employees sometimes received late meal periods, especially
12 during busy timeframes and seasons.

13 42. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
14 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
15 (2) did not adequately inform and train employees about their rights to meal periods and premium
16 payments for non-compliant meal periods; (3) did not adequately inform and train employees about
17 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because
18 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal
19 periods; and/or (5) because management at various levels, affecting all hourly, non-exempt
20 employees, refused to offer, permit, or enforce a lawfully compliant meal period policy. Plaintiff
21 and aggrieved employees were not paid a premium payment, paid as an hour's wage when meal
22 periods were not given to them in compliance with California law.

23 **Failure to Pay Wages Due Upon Termination**

24 (Cal. Lab. Code §§201, 202, 203 and 2698 *et seq.*)

25 43. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
26 incorporate said paragraphs herein by reference.

27 44. An employee who is discharged must be paid all of his or her wages, including accrued
28 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set

1 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
2 Plaintiff at the time employment terminated.

3 45. In addition to underpaid wages derivative of the claims above, Defendant failed to pay
4 vacation pay and floating holiday pay upon termination.

5 46. Defendant willfully failed to pay employees who are no longer employed by it all
6 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
7 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
8 waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties pursuant to
9 Cal. Lab. Code § 2698 *et. seq.*

10 **Failure to Properly Accrue and Pay for Unpaid Vacation**

11 (Cal. Labor Code §§227.3 and 2698 *et seq.*)

12 47. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
13 incorporate said paragraphs herein by reference.

14 48. Cal. Lab. Code §227.3 provides that “whenever a contract of employment or employer
15 policy provides for paid vacations, and an employee is terminated without having taken off his
16 vested vacation time, all vested vacation shall be paid to him as wages at his final rate.” In this
17 case, Defendant failed to properly calculate all accrued vacation and further failed to pay all
18 accrued vacation wages to Plaintiff and aggrieved employees upon termination. Defendant is liable
19 for civil penalties pursuant to Cal. Labor Code §2698 *et. Seq.*

20 **Failure to Provide Suitable Seating**

21 (Labor Code section 1198 and Wage Order)

22 49. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
23 incorporate said paragraphs herein by reference.

24 50. Labor Code section 1198 states, in pertinent part, “The employment of any employee...
25 under conditions of labor prohibited by the [Wage Order] is unlawful.”

26 51. The Wage Order provides that:

27 A. All working employees shall be provided with suitable seats when
28 the nature of the work reasonably permits the use of seats.

1 B. When employees are not engaged in the active duties of their
2 employment and the nature of the work requires standing, an adequate number
3 of suitable seats shall be placed in reasonable proximity to the work area and
4 employees shall be permitted to use such seats when it does not interfere with
5 the performance of their duties.

6 52. At all relevant times, Defendant failed to provide Plaintiff and aggrieved employees
7 with suitable seating during their employment as required by section 12 of the applicable Wage
8 Order. Plaintiff and other aggrieved employees were not provided with seating during shifts in
9 which they worked at positions which would reasonably permit the use of seating, nor was seating
10 provided within a 3-4 minute walk from work areas for necessary breaks. Accordingly, Plaintiff,
11 on behalf of herself and aggrieved employees, will pursue civil penalties under Labor Code §2698
12 *et seq.*, and all available remedies to the extent allowed by law for the alleged violations.

13 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**
14 **Requirements**

15 (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*)

16 53. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
17 incorporate said paragraphs herein by reference.

18 54. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
19 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
20 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
21 aggrieved employees, and the records maintained by Defendant, have not accurately reflected
22 actual total hours worked, gross wages earned, including pay for all hours worked and the accurate
23 rate of pay for all hours worked, and overtime pay, and pay for meal and rest period premium
24 wages.

25 55. §226 (a) requires:

26 A. An employer, semimonthly or at the time of each payment of wages,
27 shall furnish to his or her employee, either as a detachable part of the check,
28 draft, or voucher paying the employee's wages, or separately if wages are paid

1 by personal check or cash, an accurate itemized statement in writing showing
2 (1) gross wages earned, (2) total hours worked by the employee, except as
3 provided in subdivision (j), (3) the number of piece-rate units earned and any
4 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
5 deductions, provided that all deductions made on written orders of the employee
6 may be aggregated and shown as one item, (5) net wages earned, (6) the
7 inclusive dates of the period for which the employee is paid, (7) the name of the
8 employee and only the last four digits of his or her social security number or an
9 employee identification number other than a social security number, (8) the
10 name and address of the legal entity that is the employer and, if the employer is
11 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
12 and address of the legal entity that secured the services of the employer, and (9)
13 all applicable hourly rates in effect during the pay period and the corresponding
14 number of hours worked at each hourly rate by the employee...

15 56. Such failures called injury to Plaintiff and others, by, among other things, impeding
16 them from knowing the total hours worked and the amount of wages to which they are and were
17 entitled. Defendant knowingly and intentionally failed to accurately itemize the correct gross
18 wages earned, net wages earned, meal and rest premium pay, and total hours worked. Defendant
19 is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

20 **FIRST CAUSE OF ACTION**

21 **Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)**

22 **(California Labor Code §2698 *et seq.*)**

23 57. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
24 incorporate said paragraphs herein by reference.

25 58. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendant
26 during the applicable statutory period and suffered one or more of the Labor Code violations set
27 forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and
28

1 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable
2 attorneys' fees and costs.

3 59. Plaintiff seeks to recover the PAGA civil penalties through a representative action
4 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
5 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

6 60. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
7 Code provisions:

- 8 a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal.
9 Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558,
10 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Orders);
 - 11 b. Improper Calculation of Regular Rate (Cal. Labor Code §§218, 246, 510 *et. seq.*,
12 1194, 2698 *et seq.*)
 - 13 c. Failure to Properly Calculate and Pay Sick Leave Wages (Cal. Labor Code §§246,
14 2698 *et seq.*)
 - 15 d. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and
16 2698 *et seq.*)
 - 17 e. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194,
18 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)
 - 19 f. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,
20 2698 *et seq.*)
 - 21 g. Failure to Provide Uninterrupted Meal Breaks (Cal. Labor Code §§226, 226.7, 512,
22 558, 1198, 2699 *et seq.*)
 - 23 h. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§201, 202, 203 and
24 2698 *et seq.*)
 - 25 i. Failure to Properly Accrue and Pay for Unpaid Vacation (Cal. Lab. Code §227.3
26 and 2698 *et seq.*)
 - 27 j. Failure To Provide Suitable Seating (Lab. Code section 1198 and Wage Order)
- 28

k. Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*).

61. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code §226(a).

62. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid.

63. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

64. Plaintiff and the other current and former employees of Defendant are aggrieved employees. They were or are employed by Defendant, and each of them, and the violations alleged herein were committed against them. Plaintiff brings this action on behalf of herself and all other current and former aggrieved employees.

65. At the time of each violation, Defendant employed one or more employees.

66. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be determined at trial, pre-judgment interest, costs and attorneys' fees.

67. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and Workforce Development Agency ("LWDA") and served by certified mail upon Defendant, Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory

1 timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code
2 §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved
3 employees and the State of California.

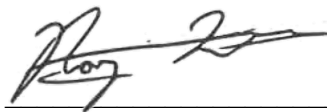
4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for
6 judgement against Defendant as follows:

- 7 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be
8 determined at trial, but at least the jurisdictional amount of this Court;
- 9 2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g)
10 and/or other applicable law;
- 11 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable
12 law;
- 13 4. Pre-judgement and post-judgement interest as provided by law; and
- 14 5. Such other and further relief that the Court may deem just and proper.

15
16 DATED: July 26, 2024

KOUL LAW FIRM, APC

17
18
19 

20
21 BY: Nazo Koulloukian, Esq.
22 Attorneys for Plaintiff LAURA STINAR, and all
23 aggrieved employees
24
25
26
27
28

EXHIBIT 1



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

May 21, 2024

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Sheraton Operating LLC
7750 Wisconsin Avenue
Bethesda, MD 20814

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimants: Laura Stinar
Employer: Sheraton Operating LLC

Dear Sir or Madam:

Claimant and aggrieved employee Laura Stinar has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, and Sahag Majarian, II, and Garen Majarian of Majarian Law Group, APC, to represent her, and all other aggrieved employees in California, for wage and hour claims against her former employer, Sheraton Operating LLC (hereafter referred to as “Employer”). Employer hired, assigned, and paid Claimant to work as a Guest Service Representative at their W Hotel location in Los Angeles until February 29, 2024.

Employer violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Labor Code § 2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimants to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code § 2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3. Based on information and belief, Employer continues to commit all the violations alleged herein.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 210, 216, 221-223, 226, 226.2, 226.7, 227, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, additional code sections cited below herein, and all applicable Wage Orders.

As alleged below, Claimant personally suffered some of the Labor Code violations committed by Employer, while other violations, though not personally suffered by her, were suffered by other Aggrieved Employees. As held in *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 758, "[b]y the plain language of the statute, an aggrieved employee need only suffer one of the Labor Code violations alleged against his or her employer to be able to bring a PAGA claim on behalf of himself or herself and current or former employees who suffered any Labor Code violation at the hands of the employer. Claimants need not have actually suffered all of the Labor Code violations that they alleges to have taken place for purposes of seeking PAGA penalties." (citation omitted). Accordingly, Claimant plans to pursue penalties for all the violations committed by Employer against the Aggrieved Employees, including those she did not personally suffer.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Orders

The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an including all the time the employee is suffered or permitted to work, whether or not required to do so."

Pursuant to Labor Code §200(a) "'Wages' includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation."

Employer failed to accurately calculate and pay all hours worked for Claimant and Aggrieved Employees. For example, Claimant's pay records reveal that in almost in every pay period, the math of multiplying the hours by the rate of pay yields a dollar amount that is incorrect.

As a result of these ongoing violations, Employer is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Improper Calculation of Regular Rate

Cal. Lab. Code §§218, 246, 510 *et. seq.*, 1194, 2698 *et seq*

Employer pays nondiscretionary bonuses to its hourly, non-exempt employees. It is well established that nondiscretionary bonuses, such as the bonuses at issue, retroactively increase the employee's "regular rate" of pay for purposes of calculating overtime, sick pay, and meal and rest break penalty/premium pay. (Labor Code §207) The "regular rate" is calculated by dividing the hours worked in a week by all the compensation earned for that week. When an employee is later paid a bonus that is partly due to work performed in that week, this additional pay must be added into the total compensation for the week, increasing the employee's regular rate of pay. (*Marin v. Costco Wholesale Corp.* (2008) 169 CA4th 804, 807.)

There are various pay periods wherein Employer paid employees, including Claimant, nondiscretionary payments and those sums were not included in the regular rate of pay. For example, Claimant's wage statements dated 6/1/23 and 12/14/23 reflect failures to properly calculate the regular rate of pay.

Employer has failed to properly calculate and pay overtime, sick pay, and meal and rest break penalty payments compensation. Claimant and other employees have been denied "the unpaid balance of the full amount of this... overtime compensation" as required by Cal. Labor Code. §1194, and Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Additionally, Employer has violated Cal. Labor Code §218 and §510 and applicable Industrial Welfare Commission Wage Orders at sections (3)(A)(1) for failure to pay overtime. Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and 2698 *et seq.*

Failure to Properly Calculate and Pay Sick Leave Wages

Cal. Labor Code §§246, 2698 *et seq*

Employers must calculate paid sick leave for non-exempt employees in one of two ways:

- (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek; [or]
- (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Labor Code § 246 (l)

As discussed above, Employer paid bonuses, including nondiscretionary bonuses which were not incorporated into aggrieved employees' regular rate of pay for purposes of calculating overtime, sick pay, or premium pay. Claimant and aggrieved employees were paid sick leave wages at their base hourly rates of pay, which is less than required under either of the two alternative methods of calculation provided by Labor Code section 246(l).

Failure to Pay All Wages Owed Twice Per Month

Cal. Lab. Code §§204, 210, and 2698 *et seq.*

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a). Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed

twice per month. Due to this failure, Employer is liable under Labor Code §210 for failure to pay wages as required by law.

Failure to Pay Minimum Wage

Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*

Pursuant to Labor Code §§ 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the Applicable Wage Orders. Pursuant to the Applicable Wage Orders “hours worked” include “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

During the applicable recovery period, Aggrieved Employees were suffered, permitted, and required to perform work by Employer for which they received no pay. Employer miscalculated the total hours worked resulting in unpaid time worked by employees.

The aforementioned acts by Employer were undertaken with the intention of depriving Aggrieved Employees of their earned wages. As a result of these ongoing violations, Employer is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Failure to Provide Rest Breaks

Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*

Employer has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law.

Claimant reports noncompliant rest breaks resulting from the extensive time it took for her and her coworkers to commute from their workstations to the break room and back to their workstations within the 10 minutes allowed break time. This walk time substantially cut into and decreased the actual amount of time employees were relieved of all duties, therefore making breaks under 10 minutes. Rest breaks were also often late.

Rest periods were often either less than ten minutes, not provided, interrupted or late, “on duty”, or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour penalty, as required. Because Employer violated the Wage Order, Employer is liable under Labor Code §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Failure to Provide Uninterrupted Meal Breaks

Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*

During Claimant's employment, Employer failed to maintain a compliant meal period policy and practice. Employer failed to provide all of its hourly employees with their right to take an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked." Labor Code 1198 states that any violation of a wage order is a violation of the Labor Code.

Claimant and aggrieved employees sometimes received late meal periods, especially during busy timeframes and seasons.

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy. Employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law.

Failure to Pay Wages Due Upon Termination

Cal. Lab. Code §§201, 202, 203 and 2698 *et seq.*

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set

forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

In addition to underpaid wages derivative of the claims above, Employer failed to pay vacation pay and floating holiday pay upon termination.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimants and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Properly Accrue and Pay for Unpaid Vacation

(Cal. Lab. Code §227.3 and 2698 *et seq.*)

Cal. Lab. Code §227.3 provides that “whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate.” In this case, Employer failed to properly calculate all accrued vacation and further failed to pay all accrued vacation wages to Claimant and aggrieved employees upon termination. Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Failure To Provide Suitable Seating

(Lab. Code section 1198 and Wage Order)

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

The Wage Order provides that:

- (A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.
- (B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

At all relevant times, Employer failed to provide Claimant and aggrieved employees with suitable seating during their employment as required by section 12 of the applicable Wage Order. Claimant and other aggrieved employees were not provided with seating during shifts in which they worked at positions which would reasonably permit the use of seating, nor was seating provided within a 3-4 minute walk from work areas for necessary breaks. Accordingly, Claimant,

on behalf of herself and aggrieved employees, will pursue civil penalties under Labor Code §2698 *et seq.*, and all available remedies to the extent allowed by law for the alleged violations.

Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements

(Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d). The statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual total hours worked, gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the correct gross wages earned, net wages earned, meal and rest premium pay, and total hours worked. Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform her if it does not intend to investigate these violations so that she may pursue the claims as a representative action in civil court.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', is written over a horizontal line.

Nazo Koulloukian, Esq.
Attorney for Claimant

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Nazo Koulloukian (SBN 263809) Koul Law Firm, APC, 3435 Wilshire Blvd., Suite 1710, Los Angeles, CA 90010 TELEPHONE NO.: (213) 761-5484 FAX NO.: (818) 561-3938 EMAIL ADDRESS: nazo@koullaw.com ATTORNEY FOR (Name): Plaintiff and all Aggrieved Employees	FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 7/26/2024 4:44 PM David W. Slayton, Executive Officer/Clerk of Court, By Y. Tarasyuk, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street Los CITY AND ZIP CODE: Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse	
CASE NAME: STINAR v. SHERATON OPERATING LLC	
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$35,000) ☐ Limited (Amount demanded is \$35,000 or less)	Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
	CASE NUMBER: 24STCV18777 JUDGE: DEPT.:

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

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

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (<i>not specified above</i>) (43)
---	--	--

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☐ Substantial amount of documentary evidence | d. ☐ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (*specify*): One (1)
5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: July 26, 2024

Nazo Koulloukian, Esq.

(TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SHORT TITLE STINAR v. SHERATON OPERATING LLC	CASE NUMBER
---	-------------

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

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

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

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

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

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

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

SHORT TITLE STINAR v. SHERATON OPERATING LLC	CASE NUMBER
---	-------------

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

SHORT TITLE STINAR v. SHERATON OPERATING LLC	CASE NUMBER
---	-------------

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

SHORT TITLE STINAR v. SHERATON OPERATING LLC	CASE NUMBER
---	-------------

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

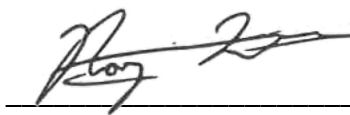
SHORT TITLE STINAR v. SHERATON OPERATING LLC	CASE NUMBER
---	-------------

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

REASON: ☐ 1. ☒ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11			ADDRESS: 3435 Wilshire Blvd., Suite 1710
CITY: Los Angeles	STATE: CA	ZIP CODE: 90010	

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

Dated: 07/26/2024



(SIGNATURE OF ATTORNEY/FILING PARTY)

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

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

SUMMONS

(CITACION JUDICIAL)

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

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

SHERATON OPERATING LLC, a Delaware limited liability company, and DOES 1-50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

LAURA STINAR, individuals, on behalf of herself, all aggrieved employees, and the State of California as a Private Attorneys General,

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/26/2024 4:44 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): Stanley Mosk Courthouse
111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

24STCV18777

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Koul Law Firm, APC, 3435 Wilshire Blvd., Suite 1710, Los Angeles, CA 90010, (213) 761-5484

DATE: David W. Slayton, Executive Officer/Clerk of Court Clerk, by _____, Deputy
(Fecha) 07/26/2024 (Secretario) Y. Tarasyuk (Adjunto)

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

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date):

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

APPLICATION

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

PRIORITY OVER OTHER RULES

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

CHALLENGE TO ASSIGNED JUDGE

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

TIME STANDARDS

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

COMPLAINTS

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

CROSS-COMPLAINTS

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

STATUS CONFERENCE

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

FINAL STATUS CONFERENCE

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

SANCTIONS

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

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

Class Actions

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

***Provisionally Complex Cases**

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