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8 and ANTHONY C. MARRONE

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 JOHN DOE, individually and on
12 behalf of those similarly situated,

13 Plaintiff,

14 v.

15 COUNTY OF LOS ANGELES, a
public entity; ANTHONY C.
16 MARRONE, Chief of Los Angeles
County Fire Department, and DOES
17 1 through 100, inclusive,

18 Defendant.

Case No.: 2:23-CV-03541

Complaint Filed: March 8, 2023

**NOTICE OF REMOVAL OF ACTION
UNDER 28 U.S.C. 144(A) (FEDERAL
QUESTION)**

19 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

20 PLEASE TAKE NOTICE that Defendants COUNTY OF LOS ANGELES
21 (“County”) and ANTHONY C. MARRONE (“Marrone”) (collectively
22 “Defendants”) hereby remove to this Court the state court action described below.
23

24 1. On March 8 2023, JOHN DOE (“Doe”) individually and on behalf of
25 those similarly situated (collectively “Plaintiffs”) filed a Complaint (“Complaint”)
26 for damages with the Superior Court of the State of California in and for the County
27 of Los Angeles (“LASC”) entitled *John Doe v. County of Los Angeles and Anthony*
28 *C. Marrone*, LASC Case Number 23STCV05065, a copy of which is attached

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1 hereto as Exhibit “A.”

2 2. Defendant County was personally served with a copy of the Complaint
3 on April 25, 2023, and while Defendant Marrone has yet to be properly served, on
4 May 9, 2023 he authorized counsel for Defendants to accept service of the
5 Summons and Complaint on his behalf. Both the County and Marrone, who is the
6 County’s Fire Chief, consent to and join in the removal of the Complaint, which
7 sets forth the following two causes of action:

8 1. Violation of the federal Fair Labor Standards Act (“FLSA”), 29 U.S.C.
9 § 207; and

10 2. Writ of Mandate pursuant to California Code of Civil Procedure §
11 1085.

12 3. A true and correct copy of all other pleadings filed in the State Court
13 in this matter are attached collectively hereto as Exhibit “B.”

14 4. This action is removable to the District Court under 28 U.S.C.
15 §1441(a) because the cause of action pled in the Complaint based on violations of
16 the FLSA arise under the laws of the United States, to which this Court has original
17 jurisdiction under 28 U.S.C. § 1331. (See *Breuer v. Jim’s Concrete of Brevard,*
18 *Inc.*, 538 U.S. 691, 694-700 [123 S.Ct. 1882].) The remaining state claim is based
19 on the same nucleus of operative facts as the federal FLSA claim, to which this
20 Court has supplemental jurisdiction under 28 U.S.C. § 1367. Further, Plaintiff
21 Doe’s Complaint is related to another existing FLSA lawsuit pending in this Court,
22 *Bryan Hunt v. County of Los Angeles*, United States District Court Case No. 2:21-
23 CV-06059 PA (RAOx), and Doe’s Complaint is an attempt get around an adverse
24 ruling regarding class claims made by the Hon. Percy Anderson in the *Hunt* matter,
25 a copy of which is attached hereto as Exhibit “C.”

26 5. This NOTICE OF REMOVAL OF ACTION is filed with the District
27 Court within thirty (30) days after receipt by Defendants of the Complaint, that for
28 the first time set forth the claims for relief upon which removal of this action or

1 proceeding could be based in accordance with 28 U.S.C. section 1446(b). See 28
2 U.S.C. § 1446(b)(3) (“...if the case stated by the initial pleading is not removable, a
3 notice of removal may be filed within thirty days after receipt by the defendant,
4 through service or otherwise, of a copy of an amended pleading, motion, order or
5 other paper from which it may first be ascertained that the case is one which is or
6 has become removable.”)

7 6. Defendants are providing prompt notice to all adverse parties of the
8 filing of this NOTICE OF REMOVAL and will file a copy of the NOTICE with the
9 Clerk of the LASC.

10 7. For all these reasons, the above-described action now pending in the
11 Superior Court of the State of California for the County of Los Angeles should be
12 removed to this District in accordance with the provisions of 28 U.S.C. §§ 1331,
13 1367(a), 1441, and 1446(a) and (b).

14 Dated: May 9, 2023

LIEBERT CASSIDY WHITMORE

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18 By: /s/ Geoffrey S. Sheldon
19 Geoffrey S. Sheldon
20 Elizabeth T. Arce
21 Attorneys for Defendants
22 COUNTY OF LOS ANGELES
23 and ANTHONY C. MARRONE
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28

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EXHIBIT A

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: David Cunningham III

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Attorneys for Plaintiffs:
JOHN DOE, and those similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JOHN DOE, individually and on behalf of
those similarly situated,

Plaintiffs,

v.

COUNTY OF LOS ANGELES, a public
entity; ANTHONY C. MARRONE, Chief
of Los Angeles County Fire Department,
and DOES 1 through 100, inclusive,

Defendants.

Case No.: **23STCV05065**
[Before the Hon.]

**COMPLAINT FOR DAMAGES,
LIQUIDATED DAMAGES, ATTORNEYS'
FEES AND WRIT OF MANDATE FOR
VIOLATION OF THE FAIR LABOR
STANDARDS ACT (29 U.S.C. 201, ET
SEQ.)**



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I. INTRODUCTION

Defendant the COUNTY OF LOS ANGELES owes Plaintiff John Doe, and members of the Plaintiff Class, monies for its failure to pay overtime wages pursuant to the Fair Labor Standards Act 29 U.S.C. § 201, et seq. (“FLSA”).

Plaintiff seeks to recover damages on behalf of himself and those similarly situated, for wages earned but not yet paid for time spent during academy training under COVID-19 protocols which required the members to be under the assent benefit and control of Defendant for approximately six and half days out the week.

II. NATURE OF THE ACTION

- 1. This complaint has been filed to seek wages for Defendants’ failure to pay overtime wages pursuant to the Fair Labor Standards Act 29 U.S.C. § 201, et seq. (herein “FLSA”).
- 2. Plaintiffs seek damages and injunctive relief pursuant to the claims alleged herein.

III. ADMINISTRATIVE REMEDIES

- 3. Regarding any applicable administrative procedures, Plaintiffs recognize Cal. Gov. Code § 905 which states as follows regarding required notices as they apply to wage claims for public employees:

905. There shall be presented in accordance with Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) all claims for money or damages against local public entities *except* any of the following:

- (c) Claims by public employees for fees, salaries, wages, mileage, or other expenses and allowances.

IV. JURISDICTION AND VENUE

- 4. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction is proper in the Superior Court of California, County of Los Angeles, State of California.
- 5. Pursuant to § 395 of the California Code of Civil Procedure, Venue is proper in the Superior Court of California for the County of Los Angeles, State of California, because this is where Plaintiffs were and/or are currently employed and this is where the wrongful misconduct alleged herein occurred.



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V. THE PARTIES

6. Plaintiff, JOHN DOE, is an individual, and was at all times relevant to these claims a resident of the, State of California, County of Los Angeles and is suing pseudonymously due to the nature of the case and fears of retaliation. Plaintiff, brings this action, on behalf of himself, and all others similarly situated as members of the Organization in privity of Contract with Defendant COUNTY OF LOS ANGELES pursuant to the Memorandum of Understanding as noted herein, as a class action pursuant to California Code of Civil Procedure§ 382. Such a representative action is necessary to recover monies owed by Defendants to Plaintiffs for Defendants’ violation of California Labor Code. Plaintiff and those similarly situated were employed as firefighters that were required to attend an academy of Defendants before being assigned to a firehouse location.

7. Defendant, the COUNTY OF LOS ANGELES (herein “Defendant COLA”) is a public entity responsible for the safety and welfare of residents and/or visitors of County of Los Angeles and maintains the Los Angeles County Fire Department. The COLA, as a public entity violated laws within the State of California in the County of Los Angeles. The Los Angeles County Fire Department is a public agency responsible for protecting the public and providing emergency assistance to residents and/or visitors of Los Angeles and is responsible for the issues raised by this lawsuit with an address of 1320 N Eastern Ave, Los Angeles, CA 90063.

8. Defendant ANTHONY C. MARRONE (herein “Defendant AM”), was, at all relevant times is, the current Fire Chief or Acting Fire Chief of Defendant COLA Fire Department. As such, he is, and at all relevant times was, charged with administering the Los Angeles County Fire Department, in accordance with local, state and federal law. Defendant AM is working in the position of his predecessor whom was in place for the relevant time period in the same position and capacity.

9. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of the Defendant COLA individually, and as is ignorant of the true names and capacity



1 of Defendants sued herein as DOES 1 - 50 inclusive, and therefore sues these
2 Defendants by such fictitious names. Plaintiffs will amend this Complaint to allege
3 their true names and capacities when ascertained.

4 10. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
5 Defendant COLA, is informed, believes, and based thereon alleges that each
6 fictitiously named Defendant is responsible in some manner for the injuries to Plaintiff
7 JOHN DOE, individually, and as representative of the Class of employees of the
8 Defendant COLA as alleged herein, and that such alleged injuries were proximately
9 caused by each fictitiously named Defendants.

10 11. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
11 the Defendant COLA is informed and believes, and thereon alleges, that at all times
12 material herein the Defendants, and each of them, were the agents, servants, or
13 employees, or ostensible agents, servants, and employees of each other Defendant, and
14 as such, were acting within the course and scope of said agency and employment or
15 ostensible agency and employment, except on those occasions when Defendants were
16 acting as principals, in which case, said Defendants, and each of them, were negligent
17 in the selection, hiring, and use of the other Defendants.

18 12. Whenever in this Complaint an act or omission of a corporation or business entity is
19 alleged, said allegation shall be deemed to mean and include an allegation that the
20 corporation or business entity acted or omitted to act through its authorized officers,
21 directors, agents, servants, and/or employees, acting within the course and scope of
22 their duties, that the act or omission was authorized by corporate managerial officers
23 or directors, and that the act or omission was ratified by the officers and directors of
24 the corporation.

25 **VI. AGENCY AND CONCERT OF ACTION**

26 13. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of the
27 Defendant COLA is informed and believes, and thereon alleges, that at all times material
28 herein the Defendants, and each of them, were the agents, servants, or employees, or



1 ostensible agents, servants, and employees of each other Defendant, and, as such, were
2 acting within the course and scope of said agency and employment or ostensible agency
3 and employment, except on those occasions when Defendants were acting as principals, in
4 which case, said Defendants, and each of them, were negligent in the selection, hiring, and
5 use of the other Defendants. At all times mentioned herein, each of the Defendants was the
6 co-tortfeasor of each of the other Defendants in doing the things hereinafter alleged.

7 14. Plaintiffs are further informed and believe that at all relevant times hereto, Defendants, and
8 each of them, acted in concert in furtherance of the interests of each other Defendant. The
9 conduct of each Defendant combined and cooperated with the conduct of each of the
10 remaining Defendants so as to cause the herein described incidents and resulting injuries
11 and damages to Plaintiffs.

12 **VII. CLASS ACTION ALLEGATIONS**

13 15. Plaintiffs and Defendant COLA entered into an agreement regarding wages, hours and
14 terms of employment. This agreement was reduced to writing in the form of a memorandum
15 of understanding (“MOU”). The MOU stated, *inter alia*:

16 “Employees regularly assigned to a 40-hour schedule shall be compensated at the
17 rate of time and one-half their regular rate of pay for all hours worked in their
18 regular classification on a 40-hour schedule in excess of 160 hours in a 28
19 consecutive day period. Employees regularly assigned to a 40-hour schedule in the
20 Fire Suppression Camps shall be compensated at the rate of time and one-half their
21 regular rate of pay for all hours worked in their regular classification on a 40-hour
22 schedule in excess of 40 hours in a 7 consecutive day period.”

23 16. Additionally applicable is The Fair Labor Standards Act (“FLSA”) and relevant federal
24 regulations obligate employers to compensate employees for all hours worked for the
25 benefit of their employer. The FLSA also obligates employers to compensate
26 employees for all overtime hours in excess of 40 hours per week at a rate of one and
27 one-half (1 ½) times the employee’s regular rate of pay. 29 U.S.C. §§ 201, 207,209; 29
28 C.F.R. § 785,23.





- 1 17. The MOU and FLSA, which along with other applicable state and federal law, governs the
- 2 employment relationship between Plaintiffs and Defendants.
- 3 18. Despite the MOU and FLSA’s unequivocal overtime requirements, Defendant COLA
- 4 refused, and failed to fully compensate Plaintiffs whom were mandated to sequester, 24-
- 5 hours per day, 6.5 days per week, during the COVID-19 pandemic.
- 6 19. The class, which Plaintiffs seek to represent, is composed of and defined as follows:
- 7 A. All persons who are, or were, sworn Fire Personnel in the Los Angeles County Fire
- 8 Department.
- 9 A. All persons who are, or were, sworn Fire Personnel in the Los Angeles County
- 10 Fire Department during the period of which the violations as alleged herein
- 11 occurred.
- 12 20. Excluded from the proposed class are Defendants, any entities in which any of the
- 13 Defendants have a controlling interest, and the Fire Personnel in the Los Angeles County
- 14 Fire Department, directors, affiliates, attorneys, heirs, predecessors and successors in
- 15 interest, subsidiaries, employees, agents and/or assigns of any of the Defendants.
- 16 21. Pursuant to the provisions of California Code of Civil Procedure § 382 because there is
- 17 a well- defined community of interest in the litigation and the proposed class is easily
- 18 ascertainable:
- 19 B. **Numerosity:** The Plaintiff CLASS (“Plaintiff CLASS”) is so numerous that the
- 20 individual joinder of all members is impracticable under the circumstances of
- 21 this case. While the exact number of class members is unknown to Plaintiffs at
- 22 this time and can only be ascertained through discovery, Plaintiffs believe that
- 23 there are at least 200 total members of the proposed class of Los Angeles
- 24 County Fire Personnel, such that the Joinder of all members of the plaintiff
- 25 class is not practicable.
- 26 C. **Common Questions Predominate:** Common questions of law and fact exist as
- 27 to all members of the Plaintiff CLASS and predominate over any questions that
- 28 affect only individual members of the class.



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- i. These common questions of fact include, without limitation as to others, pertain to all persons who are, or were, sworn Fire Personnel in the Los Angeles County Fire Department during the period of which the violations as alleged herein occurred who were lodged, during the duration of their quarantine.
 - a. Required to stay at the hotels 6.5 days a week due to an incident; and, because it was an incident, portal to portal application engages;
 - b. Even if members are 207K qualifying, the additional hours unpaid are not covered (207K are Qualifying personnel that can work up to 53 hours per week, or up to 212 hours in a 28-day work period, before overtime is required).
 - c. They were paid 40 hours a week, with some overtime, but not all hours worked.
- ii. Common questions of law without limitation as to others, pertain to all persons who are, or were, sworn Fire Personnel in the Los Angeles County Fire Department during the period of which the violations as alleged herein occurred who were lodged, during the duration of their quarantine, as follows: Failure to Pay Overtime Compensation

D. **Typicality:** There is a well-defined community of interest among the members of the proposed class. Named Plaintiffs, like all other members of the class, relied upon the law of the State of California respecting the labor force, and appropriate compensation with respect to employees. The factual bases of Defendants’ misconduct are common to all members of the class and represent a common practice of wrongful conduct potentially resulting in damages to all members of the class. Named Plaintiffs’ claims are typical of the claims of the members of the Plaintiff class. Plaintiffs and all members of the Plaintiff Class sustained injuries and damages arising out of the common course of conduct of

1 Defendants, and each of them, in violation of law as complained of herein. The
2 injuries and damages of each member of the Plaintiff class were caused
3 directly by Defendants' wrongful conduct in violation of law as alleged herein.

4 E. **Adequacy:** Plaintiffs will fairly and adequately protect the interests of the
5 members of the Plaintiff class. Plaintiffs have retained counsel who has
6 substantial experience and success in the prosecution of complex class actions.
7 Plaintiffs and their counsel are committed to vigorously prosecuting this action
8 on behalf of the class and have the financial resources necessary to do so.
9 Neither Plaintiffs nor their counsel have any interest adverse to those of the
10 class.

11 F. **Superiority of Class Action:** A class action is superior to other available means
12 for the fair and efficient adjudication of this controversy since individual joinder
13 of all members of the class is impracticable. Class action treatment will permit
14 a large number of similarly situated persons to prosecute their common claims
15 in a single forum simultaneously, efficiently, and without the unnecessary
16 duplication of effort and expense that numerous individual actions would
17 engender. Furthermore, as the damages suffered by each individual member of
18 the class may be relatively small, the expenses and burden of individual
19 litigation would make it difficult or impossible for individual members of the
20 class to redress the wrongs done to them, while an important public interest,
21 confirmation of a right protected by the California Constitution as described
22 hereinabove, will be served by addressing the matter as a class action. The cost
23 to the court system of adjudication of such individualized litigation would be
24 substantial. Individualized litigation would also present the potential for
25 inconsistent or contradictory judgments and would magnify the delay and
26 expense to all parties and the court system in multiple trials of identical factual
27 issues. By contrast, the conduct of this action as a class action presents fewer
28 management difficulties, conserves the resources of the parties and the court



1 system and protects the rights of each class member.

2 22. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
3 the Defendant COLA is unaware of any difficulties likely to be encountered in
4 management of this action that would preclude its maintenance as a class action
5 pursuant to California Code of Civil Procedure § 382.

6 23. As a direct, foreseeable, and proximate result of Defendants’ conduct, Plaintiff JOHN
7 DOE, individually, and as representative of the Class of employees of the Defendant
8 COLA are owed minimum wage and liquidated damages, overtime compensation,
9 waiting time penalties, statutory interest and other penalties under applicable law.

10 24. The precise amount of these damages will be proved at trial.

11 25. An award of attorney fees to Plaintiffs, if successful against Defendants, is appropriate,
12 which if successful will result in the enforcement of an important right affecting the
13 public interest, and (a) a significant benefit, whether pecuniary or non-pecuniary, will
14 be conferred on the Fire Fighters of Los Angeles with respect to the appropriate
15 compensation pursuant to applicable law; (b) the necessity and financial burden of
16 private enforcement will be such as to make the award appropriate; and (c) such fees
17 should not in the interest of justice be paid out of the recovery, if any.

18 **VIII. FACTUAL BACKGROUND**

19 26. Violations occurred beginning March of 2020 with a loss in pay. Plaintiff JOHN DOE,
20 individually, and as representative of the Class of employees of the Defendant COLA,
21 first became aware of these violations, in or about early July of 2020 after consulting
22 with other firefighters similarly situated and hearing additional statements from
23 management.

24 27. From March to May 2020, Plaintiff JOHN DOE, individually, and as representative of
25 the Class of employees of the Defendant COLA, was required to physically stay on site
26 at the hotel where Plaintiff JOHN DOE, individually, and as representative of the Class
27 of employees of the Defendant COLA were required to lodge, during the duration of
28 their quarantine. During this time, Plaintiff JOHN DOE, individually, and as



1 representative of the Class of employees of the Defendant COLA received
2 compensation for an 8- hour shift of employment, with minimal payments for overtime
3 that in no way accounted for all hours worked.

4 28. Beginning in March of 2020, Plaintiff JOHN DOE, individually, and as representative
5 of the Class of employees of the Defendant COLA were required to stay in hotels at the
6 direction of senior staff and management due to the COVID-19 pandemic. In doing so,
7 claimant and others similarly situated were always under the control of Defendants and
8 were to conduct themselves in accordance with the directives and limitations of what
9 they could or could not do or go.

10 29. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
11 the Defendant COLA, abided by these directives as it was presented and given to be as
12 conditions of their employment.

13 30. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
14 the Defendant COLA are informed and believe, and thereon allege that management
15 staff for those overseeing himself and others similarly situated made the decision to not
16 compensate Plaintiff JOHN DOE, individually, and as representative of the Class of
17 employees of the Defendant COLA for all hours worked.

18 31. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
19 the Los Angeles County Fire Department were required to abide by the directives of
20 management in that they were required to stay at a hotel for six out of the seven days
21 in a week. During those six days, Plaintiff JOHN DOE, individually, and as
22 representative of the Class of employees of the Defendant COLA were required to stay
23 in their rooms or required to perform certain tasks, in certain ways at all times. In short,
24 Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
25 the Defendant COLA assented to the control of management, they did so for the
26 primary benefit of management and in doing so were under the control of management.

27 32. From the moment Plaintiff JOHN DOE, individually, and as representative of the
28 Class of employees of the Defendant COLA reported to the required academy training,



1 every aspect of their lives was controlled and managed by Defendants for the period of
2 time noted as Sunday at approximate 6 pm to dismissal on the following Saturday at
3 approximately 5 pm. For this time period attendance was integral, indispensable and
4 required by Defendant COLA in order to complete the required academy training.

5 33. While in attendance for the required time as noted, Plaintiff JOHN DOE, individually,
6 and as representative of the Class of employees of the Defendant COLA were engaged
7 to be confined and sequestered which eliminated their ability to enjoy personal pursuits
8 due to the level of control by Defendants over every aspect of their lives. The amount
9 of freedom was nonexistent for Plaintiff JOHN DOE, individually, and as
10 representative of the Class of employees of the Defendant COLA because their options
11 when not on academy grounds and at their hotel were limited to sequestration to their
12 rooms or to the hallways on their floor to study with no exceptions and not by choice of
13 the Plaintiffs. This level of control was for the primary benefit of Defendants due to the
14 COVID-19 pandemic: Defendant COLA made the choice to quarantine Plaintiff JOHN
15 DOE, individually, and as representative of the Class of employees of the Defendant
16 COLA for the primary benefit to avoid infection of COVID-19 and allow for those
17 passing the academy to be assigned to stations in county post-graduation.

18 34. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
19 the Defendant COLA were not paid for all hours to which they were under the assent,
20 benefit and control of management - in tum the Los Angeles County Fire Department.

21 35. After quarantine was completed, and in July 2020, Plaintiff JOHN DOE, individually,
22 and as representative of the Class of employees of the Defendant COLA first became
23 aware that management staff were being paid for 24-hour shifts while Plaintiff JOHN
24 DOE, individually, and as representative of the Class of employees of the Defendant
25 COLA were not.

26 36. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
27 the Defendant COLA were paid for approximately eight (8) hours a day during this
28 time-period despite being required to abide by directives from senior staff and



1 management for all hours of the day, i.e., twenty-four (24) hours. This directive came
2 in conjunction with the requirement Plaintiff JOHN DOE, individually, and as
3 representative of the Class of employees of the Defendants were required to stay at a
4 hotel in quarantine, at the direction of Defendants as a condition of their employment,
5 not being fairly, or adequately compensated, while management staff were being
6 compensated for 24-hour shifts. Plaintiff JOHN DOE, individually, and as
7 representative of the Class of employees of the Defendant COLA were not
8 compensated for the remaining hours a day they were required to abide by
9 Respondents' directives and orders as a condition of their employment, as management
10 staff was compensated.

11 37. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
12 the Defendant COLA, based upon information and belief, the persons affected by this
13 quarantine directive, affected, but certainly not limited to, Classes No.153 - through
14 No. 160. The total due to each class member, is depended on each unpaid worker's
15 rate of pay, at the time of the quarantine.

16 38. Plaintiff alleges that Defendants' actions in failing to pay proper overtime pursuant to
17 applicable laws was intentional and willful within the meaning of 29 U.S.C. § 255(a)
18 wherein it states that a willful violation may be commenced within three years after the
19 cause of action accrued. Plaintiffs allege that Defendants' failure was knowingly and
20 willful because the hotel stay and sequestration requirements were held out and
21 enforced as a condition of employment. Further, command staff was required to be on
22 site at the hotels to monitor Plaintiffs, and those persons were compensated to do so. In
23 turn, Defendants paid command staff to enforce terms of employment to which it did
24 not compensate Plaintiffs for, all while knowing and in fact actually compensating
25 command staff to enforce its requirements.

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IX. FIRST CAUSE OF ACTION

VIOLATION OF 29 U.S. C. § 207 OF THE FAIR LABOR STANDARDS ACT

(By Plaintiffs, as against all Defendants)

39. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of the Defendant the COLA incorporates by this reference each and every allegation contained in paragraphs 1 through 38.

40. Pursuant to 29 U.S.C. § 207 of the FLSA, Defendants were obligated to pay Plaintiffs for all hours for which they were controlled, including mandated sequestration that accounted for 24-hours per day, 6.5 days per week, during the COVID-19 pandemic and corresponding implementation of protocols as alleged herein.

41. Despite these FLSA mandates, Defendants failed and refused to compensate Plaintiffs, in violation of the FLSA. Pursuant to 29 U.S.C. § 207 of the FLSA, Defendants were obligated to pay an overtime rate of 1 ½ times their regular rate of pay for work performed and for obeying terms and conditions of employment which required Plaintiffs to be sequestered at a hotel.

42. Despite Defendants’ knowledge that the pay scheme violated the FLSA’s overtime requirements, Defendants willfully refused at the time pay, nor to remedy the violation.

43. As a result, Plaintiffs have incurred damages in the form of unpaid overtime wages for all time during the mandated sequestration, as alleged herein.

44. Because Defendants’ violation was willful, the FLSA’s three-year statute of limitations applies.

45. Plaintiffs are entitled to liquidated damages as a result of Defendant’s failure to negotiate in good faith (much less negotiate at all) regarding the mandated sequestration.

X. SECOND CAUSE OF ACTION

WRIT OF MANDATE PURSUANT TO CAL. CODE OF CIV. P. § 1085

(By Plaintiffs, as against all Defendants)

46. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of the Defendant the COUNTY OF LOS incorporates by this reference each and every



1 allegation contained in paragraphs 1 through 46.

2 47. Defendants have failed and refused to pay Plaintiffs monies due them under the terms of
3 the MOU. Specifically, Plaintiffs have not been paid for overtime work performed by them
4 at the request of Defendants in connection with the COVID-19 protocols it put in place at
5 the mandated FLSA overtime rate.

6 48. At all times relevant herein, Defendant was required to compensate Plaintiffs and
7 Plaintiff Class for all hours worked. Defendants were aware of such non-payment of
8 wages.

9 49. Defendants, by failing to pay the discharged Plaintiffs and Class members minimum
10 wages due and owed to them in violation of applicable laws.

11 50. The conduct of Defendant and its agents and employees as described herein was
12 willful, oppressive, fraudulent and malicious, done in conscious disregard of Plaintiffs
13 and Plaintiff Class Members' rights, and done by managerial employees of Defendant.

14 51. Plaintiffs seek a writ of mandate ordering that Defendants not only make them whole by
15 paying them for their earned, unpaid overtime wages, but also continue to meet their
16 obligations to do under the FLSA on a going forward basis.

17 52. If this Court does not issue this peremptory writ of mandate, Plaintiffs will be denied the
18 benefits of the MOU as well as the overtime compensation required under the FLSA.

19 53. Plaintiffs have no plain, speedy and adequate remedy in the ordinary course of law and
20 bring this action in accordance with *Glendale City Employees Ass'n. Inc. v. City of*
21 *Glendale*, (1975) 15 Cal. 3d 328.

22 **XI. PRAYER FOR RELIEF**

23 **WHEREFORE**, Plaintiff JOHN DOE, individually, and as representative of the Class
24 of employees of the Defendants the COLA, a public entity; ANTHONY C. MARRONE; and,
25 DOES 1 through 100, inclusive, as follows:

- 26 1. For payment of earned wages, overtime, and other damages for the time period of their
- 27 attendance to Defendants' academy while under COVID-19 protocols;
- 28 2. For payment of all statutory obligations and penalties as required by law;



- 1 3. For an order finding that Defendants willfully violated 29 U.S.C. § 207 of the FLSA
- 2 and as a result the applicable statute of limitations in this case is three (3) years
- 3 pursuant to 29 U.S.C. § 255(a);
- 4 4. For an order commanding Defendants to calculate, under administration of Plaintiffs
- 5 and subject to Court review, the hours and monies owed to the individual Plaintiffs for
- 6 overtime work performed by them at a rate of one and one-half times their regular
- 7 hourly rate of pay within the past three years and to pay those amounts to the individual
- 8 Plaintiffs;
- 9 5. For liquidated damages pursuant to 29 U.S.C. § 216;
- 10 6. For attorneys' fees and costs of suit incurred herein;
- 11 7. For prejudgment interest as allowed by law;
- 12 8. For restitution and other equitable relief; and
- 13 9. For such other and further relief as the Court deems just and proper.

XII. DEMAND FOR JURY TRIAL

14
15 Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
16 the Los Angeles County Fire Department, COLA and the CLASS hereby demand a trial by
17 Jury.

18 Dated: March 1, 2023

RAY & SEYB LLP

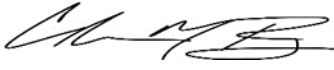
19 By: 
20 Charles M. Ray, Esq.
21 Attorney for Plaintiffs



EXHIBIT B

SUMMONS (CITACION JUDICIAL)

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

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

COUNTY OF LOS ANGELES, a public entity; ANTHONY C. MARRONE, Chief of Los Angeles County Fire Department, and DOES 1 through 100, inclusive,

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

JOHN DOE, individually and on behalf of those similarly situated,

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):
Los Angeles County Superior Court
111 North Hill Street, Los Angeles, CA 9001

CASE NUMBER: (Número del Caso):
23STCV05065

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):

Charles M. Ray, RAY & SEYB LLP, 2062 Business Center Dr. 230, Irvine, CA 92612 T -949-734-7333

DATE: David W. Slayton, Executive Officer/Clerk of Court Clerk, by R. Lozano, Deputy (Fecha) 03/08/2023 (Secretario) (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).)



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)

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: David Cunningham III

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RAY & SEYB LLP
Charles M. Ray, SBN 282440
Joseph J. Wangler, SBN 296901
2062 Business Center Dr. Ste. 230
Irvine, CA 92612
Telephone: 949-734-7333 Ext. 1.
c.ray@rayseyb.com

Attorneys for Plaintiffs:
JOHN DOE, and those similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JOHN DOE, individually and on behalf of
those similarly situated,

Plaintiffs,

v.

COUNTY OF LOS ANGELES, a public
entity; ANTHONY C. MARRONE, Chief
of Los Angeles County Fire Department,
and DOES 1 through 100, inclusive,

Defendants.

Case No.: **23STCV05065**
[Before the Hon.]

**COMPLAINT FOR DAMAGES,
LIQUIDATED DAMAGES, ATTORNEYS'
FEES AND WRIT OF MANDATE FOR
VIOLATION OF THE FAIR LABOR
STANDARDS ACT (29 U.S.C. 201, ET
SEQ.)**



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I. INTRODUCTION

Defendant the COUNTY OF LOS ANGELES owes Plaintiff John Doe, and members of the Plaintiff Class, monies for its failure to pay overtime wages pursuant to the Fair Labor Standards Act 29 U.S.C. § 201, et seq. (“FLSA”).

Plaintiff seeks to recover damages on behalf of himself and those similarly situated, for wages earned but not yet paid for time spent during academy training under COVID-19 protocols which required the members to be under the assent benefit and control of Defendant for approximately six and half days out the week.

II. NATURE OF THE ACTION

- 1. This complaint has been filed to seek wages for Defendants’ failure to pay overtime wages pursuant to the Fair Labor Standards Act 29 U.S.C. § 201, et seq. (herein “FLSA”).
- 2. Plaintiffs seek damages and injunctive relief pursuant to the claims alleged herein.

III. ADMINISTRATIVE REMEDIES

- 3. Regarding any applicable administrative procedures, Plaintiffs recognize Cal. Gov. Code § 905 which states as follows regarding required notices as they apply to wage claims for public employees:

905. There shall be presented in accordance with Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) all claims for money or damages against local public entities *except* any of the following:

- (c) Claims by public employees for fees, salaries, wages, mileage, or other expenses and allowances.

IV. JURISDICTION AND VENUE

- 4. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction is proper in the Superior Court of California, County of Los Angeles, State of California.
- 5. Pursuant to § 395 of the California Code of Civil Procedure, Venue is proper in the Superior Court of California for the County of Los Angeles, State of California, because this is where Plaintiffs were and/or are currently employed and this is where the wrongful misconduct alleged herein occurred.



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V. THE PARTIES

- 6. Plaintiff, JOHN DOE, is an individual, and was at all times relevant to these claims a resident of the, State of California, County of Los Angeles and is suing pseudonymously due to the nature of the case and fears of retaliation. Plaintiff, brings this action, on behalf of himself, and all others similarly situated as members of the Organization in privity of Contract with Defendant COUNTY OF LOS ANGELES pursuant to the Memorandum of Understanding as noted herein, as a class action pursuant to California Code of Civil Procedure§ 382. Such a representative action is necessary to recover monies owed by Defendants to Plaintiffs for Defendants’ violation of California Labor Code. Plaintiff and those similarly situated were employed as firefighters that were required to attend an academy of Defendants before being assigned to a firehouse location.
- 7. Defendant, the COUNTY OF LOS ANGELES (herein “Defendant COLA”) is a public entity responsible for the safety and welfare of residents and/or visitors of County of Los Angeles and maintains the Los Angeles County Fire Department. The COLA, as a public entity violated laws within the State of California in the County of Los Angeles. The Los Angeles County Fire Department is a public agency responsible for protecting the public and providing emergency assistance to residents and/or visitors of Los Angeles and is responsible for the issues raised by this lawsuit with an address of 1320 N Eastern Ave, Los Angeles, CA 90063.
- 8. Defendant ANTHONY C. MARRONE (herein “Defendant AM”), was, at all relevant times is, the current Fire Chief or Acting Fire Chief of Defendant COLA Fire Department. As such, he is, and at all relevant times was, charged with administering the Los Angeles County Fire Department, in accordance with local, state and federal law. Defendant AM is working in the position of his predecessor whom was in place for the relevant time period in the same position and capacity.
- 9. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of the Defendant COLA individually, and as is ignorant of the true names and capacity



1 of Defendants sued herein as DOES 1 - 50 inclusive, and therefore sues these
2 Defendants by such fictitious names. Plaintiffs will amend this Complaint to allege
3 their true names and capacities when ascertained.

4 10. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
5 Defendant COLA, is informed, believes, and based thereon alleges that each
6 fictitiously named Defendant is responsible in some manner for the injuries to Plaintiff
7 JOHN DOE, individually, and as representative of the Class of employees of the
8 Defendant COLA as alleged herein, and that such alleged injuries were proximately
9 caused by each fictitiously named Defendants.

10 11. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
11 the Defendant COLA is informed and believes, and thereon alleges, that at all times
12 material herein the Defendants, and each of them, were the agents, servants, or
13 employees, or ostensible agents, servants, and employees of each other Defendant, and
14 as such, were acting within the course and scope of said agency and employment or
15 ostensible agency and employment, except on those occasions when Defendants were
16 acting as principals, in which case, said Defendants, and each of them, were negligent
17 in the selection, hiring, and use of the other Defendants.

18 12. Whenever in this Complaint an act or omission of a corporation or business entity is
19 alleged, said allegation shall be deemed to mean and include an allegation that the
20 corporation or business entity acted or omitted to act through its authorized officers,
21 directors, agents, servants, and/or employees, acting within the course and scope of
22 their duties, that the act or omission was authorized by corporate managerial officers
23 or directors, and that the act or omission was ratified by the officers and directors of
24 the corporation.

25 **VI. AGENCY AND CONCERT OF ACTION**

26 13. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of the
27 Defendant COLA is informed and believes, and thereon alleges, that at all times material
28 herein the Defendants, and each of them, were the agents, servants, or employees, or



1 ostensible agents, servants, and employees of each other Defendant, and, as such, were
2 acting within the course and scope of said agency and employment or ostensible agency
3 and employment, except on those occasions when Defendants were acting as principals, in
4 which case, said Defendants, and each of them, were negligent in the selection, hiring, and
5 use of the other Defendants. At all times mentioned herein, each of the Defendants was the
6 co-tortfeasor of each of the other Defendants in doing the things hereinafter alleged.

7 14. Plaintiffs are further informed and believe that at all relevant times hereto, Defendants, and
8 each of them, acted in concert in furtherance of the interests of each other Defendant. The
9 conduct of each Defendant combined and cooperated with the conduct of each of the
10 remaining Defendants so as to cause the herein described incidents and resulting injuries
11 and damages to Plaintiffs.

12 **VII. CLASS ACTION ALLEGATIONS**

13 15. Plaintiffs and Defendant COLA entered into an agreement regarding wages, hours and
14 terms of employment. This agreement was reduced to writing in the form of a memorandum
15 of understanding (“MOU”). The MOU stated, *inter alia*:

16 “Employees regularly assigned to a 40-hour schedule shall be compensated at the
17 rate of time and one-half their regular rate of pay for all hours worked in their
18 regular classification on a 40-hour schedule in excess of 160 hours in a 28
19 consecutive day period. Employees regularly assigned to a 40-hour schedule in the
20 Fire Suppression Camps shall be compensated at the rate of time and one-half their
21 regular rate of pay for all hours worked in their regular classification on a 40-hour
22 schedule in excess of 40 hours in a 7 consecutive day period.”

23 16. Additionally applicable is The Fair Labor Standards Act (“FLSA”) and relevant federal
24 regulations obligate employers to compensate employees for all hours worked for the
25 benefit of their employer. The FLSA also obligates employers to compensate
26 employees for all overtime hours in excess of 40 hours per week at a rate of one and
27 one-half (1 ½) times the employee’s regular rate of pay. 29 U.S.C. §§ 201, 207,209; 29
28 C.F.R. § 785,23.





- 1 17. The MOU and FLSA, which along with other applicable state and federal law, governs the
- 2 employment relationship between Plaintiffs and Defendants.
- 3 18. Despite the MOU and FLSA’s unequivocal overtime requirements, Defendant COLA
- 4 refused, and failed to fully compensate Plaintiffs whom were mandated to sequester, 24-
- 5 hours per day, 6.5 days per week, during the COVID-19 pandemic.
- 6 19. The class, which Plaintiffs seek to represent, is composed of and defined as follows:
- 7 A. All persons who are, or were, sworn Fire Personnel in the Los Angeles County Fire
- 8 Department.
- 9 A. All persons who are, or were, sworn Fire Personnel in the Los Angeles County
- 10 Fire Department during the period of which the violations as alleged herein
- 11 occurred.
- 12 20. Excluded from the proposed class are Defendants, any entities in which any of the
- 13 Defendants have a controlling interest, and the Fire Personnel in the Los Angeles County
- 14 Fire Department, directors, affiliates, attorneys, heirs, predecessors and successors in
- 15 interest, subsidiaries, employees, agents and/or assigns of any of the Defendants.
- 16 21. Pursuant to the provisions of California Code of Civil Procedure § 382 because there is
- 17 a well- defined community of interest in the litigation and the proposed class is easily
- 18 ascertainable:
- 19 B. **Numerosity:** The Plaintiff CLASS (“Plaintiff CLASS”) is so numerous that the
- 20 individual joinder of all members is impracticable under the circumstances of
- 21 this case. While the exact number of class members is unknown to Plaintiffs at
- 22 this time and can only be ascertained through discovery, Plaintiffs believe that
- 23 there are at least 200 total members of the proposed class of Los Angeles
- 24 County Fire Personnel, such that the Joinder of all members of the plaintiff
- 25 class is not practicable.
- 26 C. **Common Questions Predominate:** Common questions of law and fact exist as
- 27 to all members of the Plaintiff CLASS and predominate over any questions that
- 28 affect only individual members of the class.



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- i. These common questions of fact include, without limitation as to others, pertain to all persons who are, or were, sworn Fire Personnel in the Los Angeles County Fire Department during the period of which the violations as alleged herein occurred who were lodged, during the duration of their quarantine.
 - a. Required to stay at the hotels 6.5 days a week due to an incident; and, because it was an incident, portal to portal application engages;
 - b. Even if members are 207K qualifying, the additional hours unpaid are not covered (207K are Qualifying personnel that can work up to 53 hours per week, or up to 212 hours in a 28-day work period, before overtime is required).
 - c. They were paid 40 hours a week, with some overtime, but not all hours worked.
- ii. Common questions of law without limitation as to others, pertain to all persons who are, or were, sworn Fire Personnel in the Los Angeles County Fire Department during the period of which the violations as alleged herein occurred who were lodged, during the duration of their quarantine, as follows: Failure to Pay Overtime Compensation

D. **Typicality:** There is a well-defined community of interest among the members of the proposed class. Named Plaintiffs, like all other members of the class, relied upon the law of the State of California respecting the labor force, and appropriate compensation with respect to employees. The factual bases of Defendants’ misconduct are common to all members of the class and represent a common practice of wrongful conduct potentially resulting in damages to all members of the class. Named Plaintiffs’ claims are typical of the claims of the members of the Plaintiff class. Plaintiffs and all members of the Plaintiff Class sustained injuries and damages arising out of the common course of conduct of

1 Defendants, and each of them, in violation of law as complained of herein. The
2 injuries and damages of each member of the Plaintiff class were caused
3 directly by Defendants' wrongful conduct in violation of law as alleged herein.

4 E. **Adequacy:** Plaintiffs will fairly and adequately protect the interests of the
5 members of the Plaintiff class. Plaintiffs have retained counsel who has
6 substantial experience and success in the prosecution of complex class actions.
7 Plaintiffs and their counsel are committed to vigorously prosecuting this action
8 on behalf of the class and have the financial resources necessary to do so.
9 Neither Plaintiffs nor their counsel have any interest adverse to those of the
10 class.

11 F. **Superiority of Class Action:** A class action is superior to other available means
12 for the fair and efficient adjudication of this controversy since individual joinder
13 of all members of the class is impracticable. Class action treatment will permit
14 a large number of similarly situated persons to prosecute their common claims
15 in a single forum simultaneously, efficiently, and without the unnecessary
16 duplication of effort and expense that numerous individual actions would
17 engender. Furthermore, as the damages suffered by each individual member of
18 the class may be relatively small, the expenses and burden of individual
19 litigation would make it difficult or impossible for individual members of the
20 class to redress the wrongs done to them, while an important public interest,
21 confirmation of a right protected by the California Constitution as described
22 hereinabove, will be served by addressing the matter as a class action. The cost
23 to the court system of adjudication of such individualized litigation would be
24 substantial. Individualized litigation would also present the potential for
25 inconsistent or contradictory judgments and would magnify the delay and
26 expense to all parties and the court system in multiple trials of identical factual
27 issues. By contrast, the conduct of this action as a class action presents fewer
28 management difficulties, conserves the resources of the parties and the court



- 1 system and protects the rights of each class member.
- 2 22. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
3 the Defendant COLA is unaware of any difficulties likely to be encountered in
4 management of this action that would preclude its maintenance as a class action
5 pursuant to California Code of Civil Procedure § 382.
- 6 23. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff JOHN
7 DOE, individually, and as representative of the Class of employees of the Defendant
8 COLA are owed minimum wage and liquidated damages, overtime compensation,
9 waiting time penalties, statutory interest and other penalties under applicable law.
- 10 24. The precise amount of these damages will be proved at trial.
- 11 25. An award of attorney fees to Plaintiffs, if successful against Defendants, is appropriate,
12 which if successful will result in the enforcement of an important right affecting the
13 public interest, and (a) a significant benefit, whether pecuniary or non-pecuniary, will
14 be conferred on the Fire Fighters of Los Angeles with respect to the appropriate
15 compensation pursuant to applicable law; (b) the necessity and financial burden of
16 private enforcement will be such as to make the award appropriate; and (c) such fees
17 should not in the interest of justice be paid out of the recovery, if any.

18 **VIII. FACTUAL BACKGROUND**

- 19 26. Violations occurred beginning March of 2020 with a loss in pay. Plaintiff JOHN DOE,
20 individually, and as representative of the Class of employees of the Defendant COLA,
21 first became aware of these violations, in or about early July of 2020 after consulting
22 with other firefighters similarly situated and hearing additional statements from
23 management.
- 24 27. From March to May 2020, Plaintiff JOHN DOE, individually, and as representative of
25 the Class of employees of the Defendant COLA, was required to physically stay on site
26 at the hotel where Plaintiff JOHN DOE, individually, and as representative of the Class
27 of employees of the Defendant COLA were required to lodge, during the duration of
28 their quarantine. During this time, Plaintiff JOHN DOE, individually, and as

1 representative of the Class of employees of the Defendant COLA received
2 compensation for an 8- hour shift of employment, with minimal payments for overtime
3 that in no way accounted for all hours worked.

4 28. Beginning in March of 2020, Plaintiff JOHN DOE, individually, and as representative
5 of the Class of employees of the Defendant COLA were required to stay in hotels at the
6 direction of senior staff and management due to the COVID-19 pandemic. In doing so,
7 claimant and others similarly situated were always under the control of Defendants and
8 were to conduct themselves in accordance with the directives and limitations of what
9 they could or could not do or go.

10 29. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
11 the Defendant COLA, abided by these directives as it was presented and given to be as
12 conditions of their employment.

13 30. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
14 the Defendant COLA are informed and believe, and thereon allege that management
15 staff for those overseeing himself and others similarly situated made the decision to not
16 compensate Plaintiff JOHN DOE, individually, and as representative of the Class of
17 employees of the Defendant COLA for all hours worked.

18 31. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
19 the Los Angeles County Fire Department were required to abide by the directives of
20 management in that they were required to stay at a hotel for six out of the seven days
21 in a week. During those six days, Plaintiff JOHN DOE, individually, and as
22 representative of the Class of employees of the Defendant COLA were required to stay
23 in their rooms or required to perform certain tasks, in certain ways at all times. In short,
24 Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
25 the Defendant COLA assented to the control of management, they did so for the
26 primary benefit of management and in doing so were under the control of management.

27 32. From the moment Plaintiff JOHN DOE, individually, and as representative of the
28 Class of employees of the Defendant COLA reported to the required academy training,



1 every aspect of their lives was controlled and managed by Defendants for the period of
2 time noted as Sunday at approximate 6 pm to dismissal on the following Saturday at
3 approximately 5 pm. For this time period attendance was integral, indispensable and
4 required by Defendant COLA in order to complete the required academy training.

5 33. While in attendance for the required time as noted, Plaintiff JOHN DOE, individually,
6 and as representative of the Class of employees of the Defendant COLA were engaged
7 to be confined and sequestered which eliminated their ability to enjoy personal pursuits
8 due to the level of control by Defendants over every aspect of their lives. The amount
9 of freedom was nonexistent for Plaintiff JOHN DOE, individually, and as
10 representative of the Class of employees of the Defendant COLA because their options
11 when not on academy grounds and at their hotel were limited to sequestration to their
12 rooms or to the hallways on their floor to study with no exceptions and not by choice of
13 the Plaintiffs. This level of control was for the primary benefit of Defendants due to the
14 COVID-19 pandemic: Defendant COLA made the choice to quarantine Plaintiff JOHN
15 DOE, individually, and as representative of the Class of employees of the Defendant
16 COLA for the primary benefit to avoid infection of COVID-19 and allow for those
17 passing the academy to be assigned to stations in county post-graduation.

18 34. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
19 the Defendant COLA were not paid for all hours to which they were under the assent,
20 benefit and control of management - in tum the Los Angeles County Fire Department.

21 35. After quarantine was completed, and in July 2020, Plaintiff JOHN DOE, individually,
22 and as representative of the Class of employees of the Defendant COLA first became
23 aware that management staff were being paid for 24-hour shifts while Plaintiff JOHN
24 DOE, individually, and as representative of the Class of employees of the Defendant
25 COLA were not.

26 36. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
27 the Defendant COLA were paid for approximately eight (8) hours a day during this
28 time-period despite being required to abide by directives from senior staff and



1 management for all hours of the day, i.e., twenty-four (24) hours. This directive came
2 in conjunction with the requirement Plaintiff JOHN DOE, individually, and as
3 representative of the Class of employees of the Defendants were required to stay at a
4 hotel in quarantine, at the direction of Defendants as a condition of their employment,
5 not being fairly, or adequately compensated, while management staff were being
6 compensated for 24-hour shifts. Plaintiff JOHN DOE, individually, and as
7 representative of the Class of employees of the Defendant COLA were not
8 compensated for the remaining hours a day they were required to abide by
9 Respondents' directives and orders as a condition of their employment, as management
10 staff was compensated.

11 37. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
12 the Defendant COLA, based upon information and belief, the persons affected by this
13 quarantine directive, affected, but certainly not limited to, Classes No.153 - through
14 No. 160. The total due to each class member, is depended on each unpaid worker's
15 rate of pay, at the time of the quarantine.

16 38. Plaintiff alleges that Defendants' actions in failing to pay proper overtime pursuant to
17 applicable laws was intentional and willful within the meaning of 29 U.S.C. § 255(a)
18 wherein it states that a willful violation may be commenced within three years after the
19 cause of action accrued. Plaintiffs allege that Defendants' failure was knowingly and
20 willful because the hotel stay and sequestration requirements were held out and
21 enforced as a condition of employment. Further, command staff was required to be on
22 site at the hotels to monitor Plaintiffs, and those persons were compensated to do so. In
23 turn, Defendants paid command staff to enforce terms of employment to which it did
24 not compensate Plaintiffs for, all while knowing and in fact actually compensating
25 command staff to enforce its requirements.

26 ///

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IX. FIRST CAUSE OF ACTION

VIOLATION OF 29 U.S. C. § 207 OF THE FAIR LABOR STANDARDS ACT

(By Plaintiffs, as against all Defendants)

39. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of the Defendant the COLA incorporates by this reference each and every allegation contained in paragraphs 1 through 38.

40. Pursuant to 29 U.S.C. § 207 of the FLSA, Defendants were obligated to pay Plaintiffs for all hours for which they were controlled, including mandated sequestration that accounted for 24-hours per day, 6.5 days per week, during the COVID-19 pandemic and corresponding implementation of protocols as alleged herein.

41. Despite these FLSA mandates, Defendants failed and refused to compensate Plaintiffs, in violation of the FLSA. Pursuant to 29 U.S.C. § 207 of the FLSA, Defendants were obligated to pay an overtime rate of 1 ½ times their regular rate of pay for work performed and for obeying terms and conditions of employment which required Plaintiffs to be sequestered at a hotel.

42. Despite Defendants’ knowledge that the pay scheme violated the FLSA’s overtime requirements, Defendants willfully refused at the time pay, nor to remedy the violation.

43. As a result, Plaintiffs have incurred damages in the form of unpaid overtime wages for all time during the mandated sequestration, as alleged herein.

44. Because Defendants’ violation was willful, the FLSA’s three-year statute of limitations applies.

45. Plaintiffs are entitled to liquidated damages as a result of Defendant’s failure to negotiate in good faith (much less negotiate at all) regarding the mandated sequestration.

X. SECOND CAUSE OF ACTION

WRIT OF MANDATE PURSUANT TO CAL. CODE OF CIV. P. § 1085

(By Plaintiffs, as against all Defendants)

46. Plaintiff JOHN DOE, individually, and as representative of the Class of employees of the Defendant the COUNTY OF LOS incorporates by this reference each and every



- 1 allegation contained in paragraphs 1 through 46.
- 2 47. Defendants have failed and refused to pay Plaintiffs monies due them under the terms of
- 3 the MOU. Specifically, Plaintiffs have not been paid for overtime work performed by them
- 4 at the request of Defendants in connection with the COVID-19 protocols it put in place at
- 5 the mandated FLSA overtime rate.
- 6 48. At all times relevant herein, Defendant was required to compensate Plaintiffs and
- 7 Plaintiff Class for all hours worked. Defendants were aware of such non-payment of
- 8 wages.
- 9 49. Defendants, by failing to pay the discharged Plaintiffs and Class members minimum
- 10 wages due and owed to them in violation of applicable laws.
- 11 50. The conduct of Defendant and its agents and employees as described herein was
- 12 willful, oppressive, fraudulent and malicious, done in conscious disregard of Plaintiffs
- 13 and Plaintiff Class Members’ rights, and done by managerial employees of Defendant.
- 14 51. Plaintiffs seek a writ of mandate ordering that Defendants not only make them whole by
- 15 paying them for their earned, unpaid overtime wages, but also continue to meet their
- 16 obligations to do under the FLSA on a going forward basis.
- 17 52. If this Court does not issue this peremptory writ of mandate, Plaintiffs will be denied the
- 18 benefits of the MOU as well as the overtime compensation required under the FLSA.
- 19 53. Plaintiffs have no plain, speedy and adequate remedy in the ordinary course of law and
- 20 bring this action in accordance with *Glendale City Employees Ass'n. Inc. v. City of*
- 21 *Glendale*, (1975) 15 Cal. 3d 328.

XI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff JOHN DOE, individually, and as representative of the Class of employees of the Defendants the COLA, a public entity; ANTHONY C. MARRONE; and, DOES 1 through 100, inclusive, as follows:

- 1. For payment of earned wages, overtime, and other damages for the time period of their attendance to Defendants’ academy while under COVID-19 protocols;
- 2. For payment of all statutory obligations and penalties as required by law;



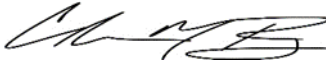
- 1 3. For an order finding that Defendants willfully violated 29 U.S.C. § 207 of the FLSA
- 2 and as a result the applicable statute of limitations in this case is three (3) years
- 3 pursuant to 29 U.S.C. § 255(a);
- 4 4. For an order commanding Defendants to calculate, under administration of Plaintiffs
- 5 and subject to Court review, the hours and monies owed to the individual Plaintiffs for
- 6 overtime work performed by them at a rate of one and one-half times their regular
- 7 hourly rate of pay within the past three years and to pay those amounts to the individual
- 8 Plaintiffs;
- 9 5. For liquidated damages pursuant to 29 U.S.C. § 216;
- 10 6. For attorneys' fees and costs of suit incurred herein;
- 11 7. For prejudgment interest as allowed by law;
- 12 8. For restitution and other equitable relief; and
- 13 9. For such other and further relief as the Court deems just and proper.

XII. DEMAND FOR JURY TRIAL

14
15 Plaintiff JOHN DOE, individually, and as representative of the Class of employees of
16 the Los Angeles County Fire Department, COLA and the CLASS hereby demand a trial by
17 Jury.

18 Dated: March 1, 2023

RAY & SEYB LLP

19 By: 
20 Charles M. Ray, Esq.
21 Attorney for Plaintiffs



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Charles M. Ray SBN 282440 Ray & Seyb LLP 2062 Business Center Dr. Ste. 230 Irvine, CA 92612 TELEPHONE NO.: 9497347333 FAX NO.: ATTORNEY FOR (Name): Plaintiff John Doe	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Central District - Stanley Mosk	
CASE NAME: Doe v. County of Los Angeles, et al.	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
	CASE NUMBER: 23STCV05065 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 <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> 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): Two (2)
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: 3/6/2023
 Charles M. Ray
 (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.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES**Auto Tort**

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SHORT TITLE Doe v. County of Los Angeles, et al.	CASE NUMBER 23STCV05065
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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)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 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)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

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

SHORT TITLE Doe v. County of Los Angeles, et al.	CASE NUMBER
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	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)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
<input type="checkbox"/> 3903 Parking Appeal		2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE Doe v. County of Los Angeles, et al.	CASE NUMBER
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	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)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> 4307 Other Civil Petition	2, 9		

SHORT TITLE Doe v. County of Los Angeles, et al.	CASE NUMBER
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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: <input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS: 500 West Temple St. Room 383 Los Angeles		
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012			

Step 5: Certification of Assignment: I certify that this case is properly filed in the Stanley Mosk Courthouse 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: 03/06/2023



 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

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



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

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

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

What is ADR?

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

Advantages of ADR

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

Disadvantages of ADR

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

Main Types of ADR

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

Mediation may be appropriate when the parties

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

Mediation may not be appropriate when the parties

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

How to Arrange Mediation in Los Angeles County

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

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

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

- **ADR Services, Inc.** Case Manager Elizabeth Sanchez, elizabeth@adrservices.com
(949) 863-9800
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org
(833) 476-9145

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

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

b. **Los Angeles County Dispute Resolution Programs**

<https://hrc.lacounty.gov/wp-content/uploads/2020/05/DRP-Fact-Sheet-23October19-Current-as-of-October-2019-1.pdf>

Day of trial mediation programs have been paused until further notice.

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case.

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

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/C10047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/C10109.aspx>
For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



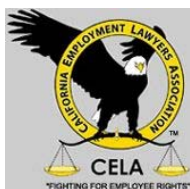
Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

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

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

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the “core” of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered “core.” In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered “core.”);
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the “Alternative Dispute Resolution (ADR) Information Package” served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under “Civil” and then under “General Information”).
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under “Civil”, click on “General Information”, then click on “Voluntary Efficient Litigation Stipulations”.
(INSERT DATE) (INSERT DATE)
 3. The parties will prepare a joint report titled “Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties’ efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to “days” mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)

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

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

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

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

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to “days” mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)

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

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

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

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

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

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FILED
LOS ANGELES SUPERIOR COURT

MAY 11 2011

JOHN A. CLARKE, CLERK
N. Navarro
BY NANCY NAVARRO, DEPUTY

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

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

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

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

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

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

6
7 Whereas, in order to promote a meaningful discussion of pleading issues at the
8 Early Organizational Meeting and potentially to reduce the need for motions to
9 challenge the pleadings, it is necessary to allow additional time to conduct the Early
10 Organizational Meeting before the time to respond to a complaint or cross complaint
11 has expired;

12
13 Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in
14 which an action is pending to extend for not more than 30 days the time to respond to
15 a pleading "upon good cause shown";

16 Now, therefore, this Court hereby finds that there is good cause to extend for 30
17 days the time to respond to a complaint or to a cross complaint in any action in which
18 the parties have entered into the Early Organizational Meeting Stipulation. This finding
19 of good cause is based on the anticipated judicial efficiency and benefits of economic
20 case resolution that the Early Organizational Meeting Stipulation is intended to
21 promote.
22

23
24 IT IS HEREBY ORDERED that, in any case in which the parties have entered
25 into an Early Organizational Meeting Stipulation, the time for a defending party to
26 respond to a complaint or cross complaint shall be extended by the 30 days permitted
27
28

1 by Code of Civil Procedure section 1054(a) without further need of a specific court
2 order.

3
4 DATED: May 11, 2011

5 Carolyn B. Kuhl
6 Carolyn B. Kuhl, Supervising Judge of the
7 Civil Departments, Los Angeles Superior Court
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FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

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

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

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

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

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

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

16 2) MANDATORY ELECTRONIC FILING

17 a) Trial Court Records

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

22 b) Represented Litigants

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

25 c) Public Notice

26 The Court has issued a Public Notice with effective dates the Court required parties to
27 electronically file documents through one or more approved EFSPs. Public Notices containing
28 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.

1 h) Writs and Abstracts

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

3 i) Sealed Documents

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

8 j) Redaction

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

13 7) ELECTRONIC FILING SCHEDULE

14 a) Filed Date

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

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

26 8) EX PARTE APPLICATIONS

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

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

4 9) PRINTED COURTESY COPIES

5 a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must
6 be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If
7 the efiled is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom
8 by 10:00 a.m. the next business day.

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

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

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

14 iii) Pleadings and motions that include points and authorities;

15 iv) Demurrers;

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

17 vi) Motions for Summary Judgment/Adjudication; and

18 vii) Motions to Compel Further Discovery.

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

22 10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

23 a) Fees and costs associated with electronic filing must be waived for any litigant who has
24 received a fee waiver. (California Rules of Court, rules 2.253(b)(1), 2.258(b), Code Civ. Proc. §
25 1010.6(d)(2).)

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

1 11) SIGNATURES ON ELECTRONIC FILING

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

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

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10 DATED: May 3, 2019



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The signature of Kevin C. Brazile is written in blue ink over a horizontal line. Below the signature, the text "KEVIN C. BRAZILE" and "Presiding Judge" is printed in black.

KEVIN C. BRAZILE
Presiding Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<small>Reserved for Clerk's File Stamp</small> FILED Superior Court of California County of Los Angeles 03/08/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u> R. Lozano </u> Deputy
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 23STCV05065

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	David S. Cunningham III	11					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**

on 03/08/2023
(Date)

By R. Lozano, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

APPLICATION

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

PRIORITY OVER OTHER RULES

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

CHALLENGE TO ASSIGNED JUDGE

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

TIME STANDARDS

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

COMPLAINTS

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

CROSS-COMPLAINTS

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

STATUS CONFERENCE

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

FINAL STATUS CONFERENCE

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

SANCTIONS

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

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

Class Actions

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

***Provisionally Complex Cases**

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

FILED
Superior Court of California
County of Los Angeles

MAR 22 2023

David W. Slayton, Executive Officer/Clerk of Court

By: T. Lewis, Deputy

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

John Doe		Plaintiff,	)	Case No. 23STCV05065
v.			)	INITIAL STATUS CONFERENCE ORDER
			)	(COMPLEX LITIGATION PROGRAM)
County of Los Angeles		Defendant	)	Case Assigned for All Purposes to
			)	Judge David S. Cunningham III
			)	Department: SS11
			)	Date: May 16, 2023
			)	Time: 9:30 a.m.

This case has been assigned for all purposes to Judge David S. Cunningham III in the Complex Litigation Program. An Initial Status Conference is set for May 16, 2023 at 9:30 a.m. in Department SS11 located in the Spring Street Superior Courthouse at 312 N. Spring Street, Los Angeles, California 90012. Counsel for all parties are ordered to attend.

The court orders counsel to prepare for the Initial Status Conference by identifying and discussing the central legal and factual issues in the case. Counsel for plaintiff is ordered to initiate contact with counsel for defense to begin this process. Counsel then must negotiate and agree, as much as possible, on a case management plan. To this end, counsel must file a Joint Initial Status Conference Class Action Response Statement five court days before the Initial Status Conference. The Joint Response Statement must be filed on line-numbered pleading paper and must specifically answer each

1 of the below-numbered questions. Do not use the Judicial Council Form CM-110 (Case Management
2 Statement).

- 3 **1. PARTIES AND COUNSEL:** Please list all presently-named class representatives and presently-
4 named defendants, together with all counsel of record, including counsel's contact and email
5 information.
- 6 **2. STATUS OF PLEADINGS:** Please indicate whether defendant has filed a Notice of Appearance
7 or an Answer to the Complaint, and, if so, indicate the filing date(s).
- 8 **3. POTENTIAL ADDITIONAL PARTIES:** Indicate whether any plaintiff presently intends to add
9 additional class representatives, and, if so, the name(s) and date by which these class representatives
10 will be added. Indicate whether any plaintiff presently intends to name additional defendants, and, if
11 so, the name(s) and date by which the defendant(s) will be added. Indicate whether any appearing
12 defendant presently intends to file a cross-complaint and, if so, the names of cross-defendants and
13 the date by which the cross-complaint will be filed.
- 14 **4. IMPROPERLY NAMED DEFENDANT(S):** If the complaint names the wrong person or entity,
15 please explain why the named defendant is improperly named and the proposed procedure to correct
16 this error.
- 17 **5. ADEQUACY OF PROPOSED CLASS REPRESENTATIVE(S):** If any party believes one or
18 more named plaintiffs might not be an adequate class representative, including reasons of conflict of
19 interest as described in *Apple Computer v. The Superior Court of Los Angeles County* (2005) 126
20 Cal.App.4th 1253, please explain. No prejudice will attach to these responses.
- 21 **6. ESTIMATED CLASS SIZE:** Please discuss and indicate the estimated class size.
- 22 **7. OTHER ACTIONS WITH OVERLAPPING CLASS DEFINITIONS:** Please list other cases
23 with overlapping class definitions. Please identify the court, the short caption title, the docket
24 number, and the case status.
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1 **8. POTENTIALLY RELEVANT ARBITRATION AND/OR CLASS ACTION WAIVER**

2 **CLAUSES:** Please state whether arbitration is an issue in this case and attach a sample of any
3 relevant clause of this sort. Opposing parties must summarize their views on this issue.

4 **9. POTENTIAL EARLY CRUCIAL MOTIONS:** Opposing counsel should identify and describe
5 the significant core issues in the case, and then identify efficient ways to resolve those issues,
6 including one or more of the following:

- 7 ■ Motion to Compel Arbitration,
- 8 ■ Early motions in limine,
- 9 ■ Early motions about particular jury instructions and verdict forms,
- 10 ■ Demurrers,
- 11 ■ Motions to strike,
- 12 ■ Motions for judgment on the pleadings, and
- 13 ■ Motions for summary judgment and summary adjudication.

14 **10. CLASS CONTACT INFORMATION:** Counsel should discuss whether obtaining class contact
15 information from defendant's records is necessary in this case and, if so, whether the parties
16 consent to an "opt-out" notice process (as approved in *Belaire-West Landscape, Inc. v. Superior*
17 *Court* (2007) 149 Cal.App.4th 554, 561). Counsel should address timing and procedure, including
18 allocation of cost and the necessity of a third party administrator.

19 **11. PROTECTIVE ORDERS:** Parties considering an order to protect confidential information from
20 general disclosure should begin with the model protective orders found on the Los Angeles Superior
21 Court Website under "Civil Tools for Litigators."

22 **12. DISCOVERY:** Please discuss a discovery plan. If the parties cannot agree on a plan, summarize
23 each side's views on discovery. The court generally allows discovery on matters relevant to class
24 certification, which (depending on circumstances) may include factual issues also touching the
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1 merits. The court generally does not permit extensive or expensive discovery relevant only to the
2 merits (for example, detailed damages discovery) at the initial stage unless a persuasive showing
3 establishes early need. If any party seeks discovery from absent class members, please estimate how
4 many, and also state the kind of discovery you propose¹.

5 **13. INSURANCE COVERAGE:** Please state if (1) there is insurance for indemnity or reimbursement,
6 and (2) whether there are any insurance coverage issues which might affect settlement.

7 **14. ALTERNATIVE DISPUTE RESOLUTION:** Please discuss ADR and state each party's position
8 about it. If pertinent, how can the court help identify the correct neutral and prepare the case for a
9 successful settlement negotiation?
10

11 **15. TIMELINE FOR CASE MANAGEMENT:** Please recommend dates and times for the following:

- 12 ■ The next status conference,
- 13 ■ A schedule for alternative dispute resolution, if it is relevant,
- 14 ■ A filing deadline for the motion for class certification, and
- 15 ■ Filing deadlines and descriptions for other anticipated non-discovery motions.
16

17 **16. ELECTRONIC SERVICE OF PAPERS:** For efficiency the complex program requires the parties
18 in every new case to use a third-party cloud service. Please agree on one and submit the parties'
19 choice when filing the Joint Initial Status Conference Class Action Response Statement. If there is
20 agreement, please identify the vendor. If parties cannot agree, the court will select the vendor at the
21 Initial Status Conference. Electronic service is not the same as electronic filing. Only traditional
22 methods of filing by physical delivery of original papers or by fax filing are presently acceptable.
23

24 **Reminder When Seeking To Dismiss Or To Obtain Settlement Approval:**

25 "A dismissal of an entire class action, or of any party or cause of action in a class action, requires
26

27 _____
28 ¹ See California Rule of Court, Rule 3.768.

1 court approval. . . . Requests for dismissal must be accompanied by a declaration setting forth the facts
2 on which the party relies. The declaration must clearly state whether consideration, direct or indirect, is
3 being given for the dismissal and must describe the consideration in detail.”² If the parties have settled
4 the class action, that too will require judicial approval based on a noticed motion (although it may be
5 possible to shorten time by consent for good cause shown).

6 **Reminder When Seeking Approval of a Settlement:**

7
8 Plaintiff(s) must address the issue of any fee splitting agreement in their motion for preliminary
9 approval and demonstrate compliance with California Rule of Court 3.769, and the Rules of
10 Professional Conduct 2-200(a) as required by Mark v. Spencer (2008) 166 Cal.App. 4th 219.

11 Pending further order of this Court, and except as otherwise provided in this Initial Status
12 Conference Order, *these proceedings are stayed in their entirety*. This stay precludes the filing of any
13 answer, demurrer, motion to strike, or motions challenging the jurisdiction of the Court; however, any
14 defendant may file a Notice of Appearance for purposes of identification of counsel and preparation of a
15 service list. The filing of such a Notice of Appearance is without prejudice to any challenge to the
16 jurisdiction of the Court, substantive or procedural challenges to the Complaint, without prejudice to any
17 affirmative defense, and without prejudice to the filing of any cross-complaint in this action. This stay is
18 issued to assist the Court and the parties in managing this “complex” case through the development of
19 an orderly schedule for briefing and hearings on procedural and substantive challenges to the complaint
20 and other issues that may assist in the orderly management of these cases. This stay does not preclude
21 the parties from informally exchanging documents that may assist in their initial evaluation of the issues
22 presented in this case, however it stays all outstanding discovery requests.


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24
25 Plaintiff’s counsel is directed to serve a copy of this Initial Status Conference Order along with a
26

27
28 ² California Rule of Court, Rule 3.770(a)

1 copy of the attached Guidelines for Motions for Preliminary and Final Approval of Class Settlement on
2 counsel for all parties, or if counsel has not been identified, on all parties, within five (5) days of service
3 of this order. If any defendant has not been served in this action, service is to be completed within
4 twenty (20) days of the date of this order.

5 If all parties have been served, have conducted the required meet and confer, and are ready to
6 fully participate in the status conference prior to the assigned date, counsel may contact the clerk of
7 Department SS11 and request an earlier date for the Initial Status Conference.
8

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10 Dated: MAR 2 2 2023

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12 DAVID S. CUNNINGHAM III
13 Judge of the Los Angeles Superior Court
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 11

23STCV05065

March 22, 2023

JOHN DOE vs COUNTY OF LOS ANGELES, et al.

11:10 AM

Judge: Honorable David S. Cunningham III

CSR: None

Judicial Assistant: T. Lewis

ERM: None

Courtroom Assistant: C. Concepcion

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order Re: Newly Filed Case

By this order, the Court determines this case to be Complex according to Rule 3.400 of the California Rules of Court. The Clerk's Office has assigned this case to this department for all purposes.

Pursuant to Government Code Sections 70616(a) and 70616(b), a single complex fee of one thousand dollars (\$1,000.00) must be paid on behalf of all plaintiffs. For defendants, a complex fee of one thousand dollars (\$1,000.00) must be paid for each defendant, intervenor, respondent or adverse party, not to exceed, for each separate case number, a total of eighteen thousand dollars (\$18,000.00), collected from all defendants, intervenors, respondents, or adverse parties. All such fees are ordered to be paid to Los Angeles Superior Court, within ten (10) days of service of this order.

By this order, the Court stays the case, except for service of the Summons and Complaint. The stay continues at least until the Initial Status Conference. Initial Status Conference is set for 05/16/23 at 09:30 AM in this department. At least ten (10) days prior to the Initial Status Conference, counsel for all parties must discuss the issues set forth in the Initial Status Conference Order issued this date. Counsel must file a Joint Initial Status Conference Response Statement five (5) court days before the Initial Status Conference.

The Initial Status Conference Order, served concurrently with this Minute Order, is to help the Court and the parties manage this complex case by developing an orderly schedule for briefing, discovery, and court hearings. The parties are informally encouraged to exchange documents and information as may be useful for case evaluation.

Responsive pleadings shall not be filed until further Order of the Court. Parties must file a Notice of Appearance in lieu of an Answer or other responsive pleading. The filing of a Notice of Appearance shall not constitute a waiver of any substantive or procedural challenge to the

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 11

23STCV05065

March 22, 2023

JOHN DOE vs COUNTY OF LOS ANGELES, et al.

11:10 AM

Judge: Honorable David S. Cunningham III

CSR: None

Judicial Assistant: T. Lewis

ERM: None

Courtroom Assistant: C. Concepcion

Deputy Sheriff: None

Complaint. Nothing in this order stays the time for filing an Affidavit of Prejudice pursuant to Code of Civil Procedure Section 170.6. Nothing in this order stays the filing of an Amended Complaint pursuant to Labor Code Section 2699.3(a)(2)(C) by a plaintiff wishing to add a Private Attorney General Act (“PAGA”) claim.

For information on electronic filing in the Complex Courts, please refer to <https://www.lacourt.org/division/efiling/efiling2.aspx#civil>. See, in particular, the link therein for “Complex Civil eFiling.” Parties shall file all documents in conformity with the Presiding Judge’s First Amended General Order of May 3, 2019, particularly including the provisions therein requiring Bookmarking with links to primary documents and citations; that Order is available on the Court’s website at the link shown above.

For efficiency in communication with counsel, the complex program requires the parties in every new case to use an approved third-party cloud service that provides an electronic message board. In order to facilitate communication with counsel prior to the Initial Status Conference, the parties must sign-up with the e-service provider at least ten (10) court days in advance of the Initial Status Conference and advise the Court which provider was selected.

The court has implemented LACourtConnect to allow attorneys, self-represented litigants and parties to make audio or video appearances in Los Angeles County courtrooms. LACourtConnect technology provides a secure, safe and convenient way to attend hearings remotely. A key element of the Court’s Access LACourt YOUR WAY program to provide services and access to justice, LACourtConnect is intended to enhance social distancing and change the traditional in-person courtroom appearance model. See <https://my.lacourt.org/laccwelcome> for more information.

This Complex Courtroom does not use Los Angeles Superior Court’s Court Reservation (“CRS”) portal to reserve motion hearing dates. Rather, counsel may secure dates by calling the Courtroom Assistant at 213-310-70xx with the “xx” being the Department number, e.g. Dept. 1 is 01 and Dept. 10 is 10.

Court reporters are not provided for hearings or trials. The parties should make their own arrangements for any hearing where a transcript is desired.

If you believe a party or witness will need an interpreter, see the court’s website for information on how to make such a request in a timely manner. <https://www.lacourt.org/irud/UI/index.aspx>

Counsel are directed to access the following link for further information on procedures in the

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 11

23STCV05065

March 22, 2023

JOHN DOE vs COUNTY OF LOS ANGELES, et al.

11:10 AM

Judge: Honorable David S. Cunningham III

CSR: None

Judicial Assistant: T. Lewis

ERM: None

Courtroom Assistant: C. Concepcion

Deputy Sheriff: None

Complex litigation Program courtrooms: <https://www.lacourt.org/division/civil/CI0042.aspx>.

The plaintiff must serve a copy of this minute order and the attached Initial Status Conference Order on all parties forthwith and file a Proof of Service in this department within seven (7) days of service.

Certificate of Mailing is attached.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	FILED Superior Court of California County of Los Angeles 03/22/2023
PLAINTIFF/PETITIONER: John Doe	David W. Slayton, Executive Officer / Clerk of Court By: <u> T. Lewis </u> Deputy
DEFENDANT/RESPONDENT: County of Los Angeles, et al.	
CERTIFICATE OF MAILING	CASE NUMBER: 23STCV05065

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Court Order Re: Newly Filed Case) of 03/22/2023, Initial Status Conference Order upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Charles M. Ray
Ray & Seyb LLP
2062 BUSINESS CENTER DRIVE, SUITE 230
IRVINE, CA 92612

David W. Slayton, Executive Officer / Clerk of Court

Dated: 03/22/2023

By: T. Lewis
Deputy Clerk

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RAY & SEYB LLP
CHARLES M. RAY SBN 282440
SPENCER L. SEYB, SBN 282501
JOSEPH J. WANGLER, SBN 296901
2062 Business Center Dr., Suite 230
Irvine, CA 92612
Tele: 949-734.7333
Fax: 949-274-8151
c.ray@rayseyb.com
s.seyb@rayseyb.com
j.wangler@rayseyb.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/02/2023 9:22 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By K. Valenzuela, Deputy Clerk

Attorney for Plaintiff
JOHN DOE, and those similarly situated

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

JOHN DOE, individually and on behalf of
those similarly situated,

Plaintiff,

v.

COUNTY OF LOS ANGELES, a public
entity; ANTHONY C. MARRONE, Chief of
Los Angeles County Fire Department, and
DOES 1 through 100, inclusive,

Defendants.

CASE No.: 23STCV05065

PROOF OF SERVICE.

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SEE ATTACHED.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Charles Ray SBN 282440 Ray & Seyb LLP 2062 Business Center Dr. Ste. 230 Irvine, CA 92612 TELEPHONE NO.: (949) 734-7333 FAX NO. (Optional): E-MAIL ADDRESS (Optional): c.ray@rayseyb.com ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES, - STANLEY MOSK (EFILING) STREET ADDRESS: 111 N Hill St MAILING ADDRESS: 111 N Hill St CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES, - STANLEY MOSK (EFILING)	
PLAINTIFF/PETITIONER: John Doe DEFENDANT/RESPONDENT: County of Los Angeles	CASE NUMBER: 23STCV05065
PROOF OF SERVICE SUMMONS	Ref. No. or File No.: LD2023

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action. BY FAX
2. I served copies of: **Summons, Complaint, Civil Case Cover Sheet, Notice of Case Assignment, First Amended General Order, ADR Packet, Voluntary Efficient Litigation Packet**
3.
 - a. Party served (specify name of party as shown on documents served): **County of Los Angeles, a public entity**
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a): **Jimmy Prieto, DeputyClerk**
4. Address where the party was served: **500 W Temple St, Room 383 Los Angeles, CA 90012**
5. I served the party (check proper box)
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: **4/25/2023** (2) at: **03:05 PM**
 - b. **by substituted service.** On: at: I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) **(physical address unknown)** a person of at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents:
 on: from: or a declaration of mailing is attached.

PLAINTIFF/PETITIONER: John Doe DEFENDANT/RESPONDENT: County of Los Angeles	CASE NUMBER: 23STCV05065
---	-----------------------------

(5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

5. c. **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,

(1) on:

(2) from:

(3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgment of Receipt.*) (Code Civ. Proc., § 415.30.)

(4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)

d. **by other means** (*specify means of service and authorizing code section*):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

a. as an individual defendant.

b. as the person sued under the fictitious name of (*specify*):

c. as occupant.

d. On behalf of (*specify*): **County of Los Angeles, a public entity** under the following Code of Civil Procedure section:

416.10 (corporation)

415.95 (business organization, form unknown)

416.20 (defunct corporation)

416.60 (minor)

416.30 (joint stock company/association)

416.70 (ward or conservatee)

416.40 (association or partnership)

416.90 (authorized person)

416.50 (public entity)

415.46 (occupant)

other:

7. **Person who served papers**

a. Name: **Bryan Garcia**

b. Address: **13174 Sugarloaf Dr, Eastvale, CA 92880**

c. Telephone number: **909-664-9577**

d. **The fee** for service was: **\$80.00**

e. I am:

(1) not a registered California process server.

(2) exempt from registration under Business and Professions Code section 22350(b).

(3) a registered California process server:

(i) owner employee independent contractor.

(ii) Registration No.: **2020019247**

(iii) County: **Los Angeles**

PLAINTIFF/PETITIONER: John Doe	CASE NUMBER: 23STCV05065
DEFENDANT/RESPONDENT: County of Los Angeles	

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



A handwritten signature in blue ink that reads 'Bryan Garcia'.

Bryan Garcia

Date: 04/27/2023

EXHIBIT C

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. CV 21-6059 PA(RAOx) Date February 14, 2023

Title Bryan Hunt v. City of Los Angeles et al

Present: The Honorable PERCY ANDERSON, UNITED STATES DISTRICT JUDGE

Kamilla Sali-Suleyman

Not Reported

N/A

Deputy Clerk

Court Reporter / Recorder

Tape No.

Attorneys Present for Plaintiffs:

Attorneys Present for Defendants:

None

None

Proceedings: IN CHAMBERS - COURT ORDER

Before the Court is an Ex Parte Application to Extend Deadline to Hear Motion for Class Certification (“Application”), filed by plaintiff Bryan Hunt (“Plaintiff”). (Docket No. 45). Defendant County of Los Angeles (“Defendant”) has filed an Opposition. (Docket No. 46.)

On November 10, 2022, the Court issued a Scheduling Order stating: “the Court orders plaintiff to file his motion for class certification or preliminary certification of a Fair Labor Standards Act [‘FLSA’] collective, if any, consistent with Local Rule 6, with a hearing date no later than February 6, 2023.” (Docket No. 41.) To date, Plaintiff has not filed his motion. On February 6, 2023, Plaintiff filed this Application, stating that his counsel incorrectly calendared February 6, 2023, as the last date to file – rather than for the Court to hear – a motion for certification of a class or collective. (Docket No. 45.)

Plaintiff argues that his counsel’s “mistake in calendaring” constitutes “excusable neglect” under Federal Rule of Civil Procedure 60(b)(1) and, therefore, he should be relieved from failing to comply with the Court’s Scheduling Order. (*Id.* at p. 7.)

Rule 60(b)(1) grants district courts the discretion to relieve a party from a final judgment or order for “mistake, inadvertence, surprise, or excusable neglect.” Fed. R. Civ. P. 60(b)(1); *see Lemoge v. United States*, 587 F.3d 1188, 1191–92 (9th Cir. 2009). “Excusable neglect ‘encompass[es] situations in which the failure to comply with a filing deadline is attributable to negligence,’ and includes ‘omissions caused by carelessness.’” *Lemoge*, 587 F.3d at 1192 (citation omitted) (quoting *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd.*, 507 U.S. 380, 388 (1993)). However, carelessness by a party or a party’s counsel does not always constitute “excusable neglect” under Rule 60(b). *See Pioneer* 507 U.S. 380 at 388 (explaining that Congress contemplated that “courts would be permitted, *where appropriate*, to accept late filings caused by . . . carelessness”) (emphasis added). *Compare Timbisha Shoshone Tribe v. Kennedy*, 267 F.R.D. 333, 336 (E.D. Cal. 2010) (“Relief will not be granted if the . . . excusable neglect is due to the carelessness on the part of the litigant or his attorney.” (internal quotations omitted)),

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

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with In re Hinds, No. 2:18-CV-07794-SVW, 2019 WL 3000653, at *2 (C.D. Cal. Apr. 19, 2019) (explaining that “an attorney’s carelessness can constitute excusable neglect”). The ultimate determination of “excusable neglect” involves an analysis of the factors described in Pioneer, 507 U.S. at 395. That is, “[t]o determine whether a party’s failure to meet a deadline constitutes ‘excusable neglect,’ courts must apply a four-factor equitable test, examining: (1) the danger of prejudice to the opposing party; (2) the length of the delay and its potential impact on the proceedings; (3) the reason for the delay; and (4) whether the movant acted in good faith.” Ahanchian v. Xenon Pictures, Inc., 624 F.3d 1253, 1261 (9th Cir. 2010) (citing Pioneer, 507 U.S. at 395). Prejudice to the moving party if relief is denied may also be relevant. Lemoge, 587 F.3d at 1192, 1195.

Here, Defendant would be prejudiced if the Court were to hear Plaintiff’s motion approximately one-and-a-half months after the original deadline,^{1/} and that delay would negatively impact the proceedings. The late filing would shorten the time Defendant has “to conduct necessary class discovery, potentially file a motion for decertification, and prepare for the trial.” (Docket No. 46 at p. 9.) Additionally, although Plaintiff alleges that the reason for his failure to comply with the Scheduling Order was a “mistake in calendaring,” there is no evidence to support that allegation. (Docket No. 45 at p. 7.) Tellingly, Plaintiff’s counsel does not actually state in his Declaration that he made a calendaring error. Moreover, if Plaintiff truly intended to file a motion for certification of a class or collective by February 6, 2023, his counsel would have met-and-conferred with Defendant’s counsel at least seven days prior to that date in order to comply with Local Rule 7-3.^{2/} There is no evidence in the record that Plaintiff’s counsel did so. Plaintiff’s failure to timely file his motion was due to carelessness, not a calendaring error. Also, while it is not clear whether Plaintiff acted in bad faith, this single factor is not determinative. See Pincay v. Andrews, 389 F.3d 853, 860 (9th Cir.2004) (explaining that no one factor is more important than the others). Finally, although Plaintiff may not be able to pursue this case as a class or collective action, he would not be prejudiced because he could still pursue this action individually. Thus, the Pioneer factors do not support a finding of “excusable neglect.” Under Rule 60(b)(1), Plaintiff is not relieved from his failure to comply with the

^{1/} Plaintiff requests that the Court hear his anticipated motion for certification of a class or collective on March 20, 2023. (Docket No. 45. at p. 2.)

^{2/} Local Rule 7-3 provides in pertinent part: “. . . counsel contemplating the filing of any motion must first contact opposing counsel to discuss thoroughly, preferably in person, the substance of the contemplated motion and any potential resolution. The conference must take place at least 7 days prior to the filing of the motion.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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Court’s Scheduling Order.^{3/}

Plaintiff also argues that “good cause” exists under Federal Rule of Civil Procedure 16(b)(4) for the Court to modify its Scheduling Order to hear his motion for certification of a class or collective on March 20, 2023. (Id. at p. 14.)

A motion seeking leave to amend after a scheduling order has been entered is governed in the first instance by Rule 16(b). Johnson v. Mammoth Recreations, Inc., 975 F.2d 604, 607–08 (9th Cir. 1992). Under Rule 16(b)(4), “[a] schedule may be modified only for good cause and with the judge’s consent.” Rule 16(b)(4)’s “good cause” standard is more stringent than Rule 60(b)(1)’s “excusable neglect” standard. See, Matrix Motor Co. v. Toyota Jidosha Kabushiki Kaisha, 218 F.R.D. 667, 674 (C.D. Cal. 2003) (“Several courts have held that ‘good cause’ requires more than ‘excusable neglect.’” (listing cases)). “Rule 16(b)’s ‘good cause’ standard primarily considers the diligence of the party seeking to interpose an amendment.” Johnson, 975 F.2d at 609. Good cause can be shown if the pretrial schedule “cannot reasonably be met despite the diligence of the party seeking the extension.” Id. (quoting Fed. R. Civ. P. 16 advisory committee notes (1983 amendment)). “[T]he focus of the inquiry is upon the moving party’s reasons for seeking modification. If that party was not diligent, the inquiry should end.” Id. (citation omitted). Notably, “[c]arelessness is not compatible with a finding of diligence and offers no reason for a grant for relief” under Rule 16(b)(4). Id.

Here, Plaintiff’s reason for seeking the modification is his own carelessness. Thus, there is no “good cause” reason under Rule 16(b)(4) for the Court to amend its Scheduling Order.

For the foregoing reasons, Plaintiff’s Ex Parte Application to Extend Deadline to Hear Motion for Class Certification is denied.

IT IS SO ORDERED.

^{3/} Although Rule 60(b)(1) provides additional reasons for relief from a court order – mistake, inadvertence, or surprise – Plaintiff does not argue, nor is there evidence, that Plaintiff’s actions, or inactions, constitute any of those additional reasons.