

1 VORYS, SATER, SEYMOUR AND PEASE LLP
Cory D. Catignani (SBN 332551)
2 *cdcatignani@vorys.com*
Christopher M. Lapidus (SBN 316005)
3 *cmlapidus@vorys.com*
4675 MacArthur Court
4 Suite 700
Newport Beach, California 92660
5 Telephone: (949) 526-7900
Facsimile: (949) 526-7901

6 Attorneys for Defendants
7 SAFELITE GROUP, INC.,
SAFELITE FULFILLMENT, INC.,
8 and SAFELITE GLASS
CORPORATION

9
10 **UNITED STATES DISTRICT COURT**
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

12 EDMOND ALVAREZ, individually, and
on behalf of other members of the
13 general public similarly situated;
THOMAS NEWELL, individually, and
14 on behalf of other members of the
general public similarly situated,

15 Plaintiffs,

16 v.

17 SAFELITE GROUP, INC., an unknown
18 business entity; SAFELITE
FULFILLMENT, INC., an unknown
19 business entity; SAFELITE GLASS
CORPORATION, an unknown business
20 entity, and DOES 1 through 100,
inclusive, inclusive,

21 Defendants.
22

Case No.: 2:21-CV-07874

Los Angeles Superior Court Case
Nos. 21STCV23779

**DEFENDANTS' NOTICE OF
REMOVAL**

Action Filed: June 25, 2021

1 **TO THE CLERK OF THE ABOVE-ENTITLED COURT, AND TO**
2 **EDMOND ALVAREZ, THOMAS NEWELL, AND THEIR ATTORNEYS**
3 **OF RECORD:**

4 **PLEASE TAKE NOTICE** that Defendants Safelite Fulfillment, Inc.
5 (“Safelite”), Safelite Group, Inc., and Safelite Glass Corporation¹ (collectively,
6 “Defendants”) hereby remove the above-captioned action from the Superior
7 Court for the State of California, County of Los Angeles, to the United States
8 District Court for the Central District of California, pursuant to 28 U.S.C.
9 §§ 1332(d) and 1446. A Memorandum in support of this Removal is attached
10 herewith.

11 As required by 28 U.S.C. § 1446(d), Defendants will file in Superior
12 Court, and serve upon Plaintiffs and their counsel of record, a Notice to Superior
13 Court of Removal of Civil Action to Federal Court (with these removal papers
14 attached).

15
16 DATED: October 1, 2021

VORYS, SATER, SEYMOUR AND
PEASE LLP

17
18
19 By: /s/ Christopher M. Lapidus

20 Christopher M. Lapidus
21 Attorneys for Defendants
22 SAFELITE GROUP, INC.,
23 and SAFELITE GLASS
24 CORPORATION
25

26 ¹ Defendants Safelite Group, Inc. and Safelite Glass Corporation are not proper
27 defendants in this case. Neither entity employed Plaintiffs or any other employees
28 in the state of California.

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF AUTHORITIES..... iv

PROCEDURAL HISTORY1

I. STATEMENT OF JURISDICTION.....1

II. TIMELINESS OF REMOVAL2

III. VENUE2

IV. PROCEDURAL REQUIREMENTS2

V. DEFENSES2

VI. REMOVAL UNDER THE CLASS ACTION FAIRNESS ACT.....3

 A. Plaintiffs’ Action is Pled as a Class Action3

 B. The Proposed Class Contains at Least 100 Members.....3

 C. There is Diversity Between at Least One Putative Class
 Member and One Defendant.....4

 D. The Amount in Controversy Exceeds \$5,000,000.....6

 1) Failure to Provide Meal Periods & Rest Breaks and
 Failure to Pay for Non-Compliant Meal Periods and &
 Rest Breaks.....8

 2) Failure to Pay All Wages Upon Separation of
 Employment 11

 3) Failure to Pay Overtime 13

 4) Failure to Furnish Accurate Wage Statements..... 15

 5) Attorneys’ Fees 16

VII. CONCLUSION 18

TABLE OF AUTHORITIES

Cases

Altamirano v. Shaw Indus., No. C-13-0939 EMC, 2013 U.S. Dist. LEXIS 84236 (N.D. Cal. 2013)..... 12

Archuleta v. Avcorp Composite Fabrication, Inc., No. CV 18-8106 PSG (FFMx), 2018 U.S. Dist. LEXIS 206495 (C.D. Cal. Dec. 6, 2018) 12

Arreola v. Finish Line, No. 14-CV-03339-LHK, 2014 U.S. Dist. LEXIS 170464, 2014 WL 6982571 (N.D. Cal. Dec. 9, 2014)..... 14

Campbell v. Vitran Express, Inc., 471 Fed. App’x 646 (9th Cir. 2012) 7, 8

Coleman v. Estes Express Lines, Inc., 730 F. Supp. 2d 1141 (C.D. Cal. 2010)..... 10

Danielsson v. Blood Ctrs. of the Pac., No. 19-cv-04592-JCS, 2019 U.S. Dist. LEXIS 222539 (N.D. Cal. Dec. 30, 2019) 10, 14

Dart Cherokee Basin Operating Co., LLC v. Owens, 135 S. Ct. 547 (2014).....7

Dawsey, 2015 U.S. Dist. LEXIS 93051 16

Deaver v. BBVA Compass Consulting & Benefits, Inc., 2014 U.S. Dist. LEXIS 72074 (N.D. Cal. May 27, 2014)..... 10

Galt G/S v. JSS Scandinavia, 142 F.3d 1150 (9th Cir. 1998) 16

Garcia v. Wal-Mart Stores, No. CV 16-01645-BRO, 2016 U.S. Dist. LEXIS 142807 (C.D. Cal. Oct. 14, 2016)..... 17

Garibay v. Archstone Communities LLC, 539 Fed. App’x 763 (9th Cir 2013)..... 17

Giannini v. Nw. Mut. Life Ins. Co., No. C 12-77 CW, 2012 U.S. Dist. LEXIS 60143 (N.D. Cal. Apr. 30, 2012)9

Gipson v. Champion Home Builders, Inc., NO. 1:20-cv-00392-DAD-SKO, 2020 U.S. Dist. LEXIS 127563 (E.D. Cal. July 20, 2020) 16

Hanlon v. Chrysler Corp., 150 F.3d 1011 (9th Cir. 1998)..... 16

Hertz Corp. v. Friend, 130 S. Ct. 1181 (2010).....5

Ibarra v. Manheim Invs., Inc., 775 F.3d 1193 (9th Cir. 2015).....7

Kastler v. Oh My Green, Inc., No. 19-CV-02411-HSG, 2019 U.S. Dist. LEXIS 185484, 2019 WL 5536198 (N.D. Cal. Oct. 25, 2019) 14

Korn v. Polo Ralph Lauren Corp., 536 F.Supp.2d 1199 (E.D. Cal. 2008).....6

Lew v. Moss, 797 F.2d 747 (9th Cir. 1986) 4, 5

1 *Lucas v. Michael Kors (USA) Inc.*, No. CV 18-1608-MWF, 2018 U.S. Dist.
LEXIS 78510 (C.D. Cal. May 9, 2018)9

2 *Mejia v. DHL Express (USA), Inc.*, No. CV 15-890-GHK (JCx), 2015 U.S.
3 Dist. LEXIS 67212, 2015 WL 2452755 (C.D. Cal May 21, 2015)9

4 *Mendoza v. Savage Servs. Corp.*, No. 19-CV-00122-RGK-MAA, 2019
U.S. Dist. LEXIS 45269 (C.D. Cal. March 19, 2019) 10

5 *Muniz v. Pilot Travel Ctrs.*, No. CIV. S-07-0325 FCD EFB, LLC, 2007
6 U.S. Dist. LEXIS 31515 (E.D. Cal. April 30, 2007)9

7 *Newcombe v. Adolf Coors Co.*, 157 F.3d 686 (9th Cir. 1998)5

8 *Oda v. Gucci Am., Inc.*, No. 2:14-cv-7468-SVW (JPRx), 2015 U.S. Dist.
9 LEXIS 1672 (C.D. Cal. Jan. 7, 2015) 7, 12

10 *Rahmatullah v. Charter Communs.*, No. EDCV 20-354 PSG (SPx), 2020
U.S. Dist. LEXIS 127235 (C.D. Cal. July 15, 2020) 12

11 *Rodriguez v. AT&T Mobility Servs.*, 728 F.3d 975 (9th Cir. 2013)6

12 *Rojas-Cifuentes v. ACX Pac. Northwest, Inc.*, 2016 U.S. Dist. LEXIS
13 147760 (E.D. Cal. Oct. 24, 2016) 10

14 *Sanchez v. Russell Sigler, Inc.*, No. CV 15-01350-AB (PLAx), 2015 U.S.
Dist. LEXIS 55667 (C.D. Cal. April 28, 2015) 10

15 *Smith v. Simmons*, 2008 U.S. Dist. LEXIS 21162 (E.D. Cal. 2008).....4

16 *State Farm Mut. Auto. Ins. Co. v. Dyer*, 19 F.3d 514 (10th Cir. 1994)4

17 *Van v. Language Line Servs.*, No. 14-cv-03791, 2016 U.S. Dist. LEXIS
18 73510 (N.D. Cal. June 6, 2016) 11

19 *Wheatley v. MasterBrand Cabinets, LLC*, No. EDCV 18-2127 JGB (SPx),
2019 U.S. Dist. LEXIS 26201 (C.D. Cal. Feb. 19, 2019)..... 12, 15

20 **Statutes**

21 28 U.S.C. § 1332(c)(1)5

22 28 U.S.C. § 1332(d)..... 1, 6, 17

23 28 U.S.C. § 1332(d)(1)(B).....3

24 28 U.S.C. § 1332(d)(2)(A) 4, 5

25 28 U.S.C. § 1332(d)(5)(B).....3

26 28 U.S.C. § 1441(a)..... 2, 5

27 28 U.S.C. § 14461

28

1 28 U.S.C. § 1446(a)..... 2, 6
2 28 U.S.C. § 1446(b).....2
3 28 U.S.C. § 1446(d).....2
4 28 U.S.C. § 1453(b).....4
5 Cal. Code of Civ. Pro. § 3823
6 Cal. Labor Code § 201..... 11
7 Cal. Labor Code § 203..... 11
8 Cal. Labor Code § 226(a) 15
9 Cal. Labor Code § 226(e) 15
10 Cal. Labor Code § 510..... 13
11 Cal. Labor Code §1194..... 13
12 Cal. Labor Code §1198..... 13

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 In support of this Notice of Removal, Defendants state the following:

2 **PROCEDURAL HISTORY**

- 3 1. Plaintiffs filed their Complaint, captioned *Edmond Alvarez, individually, and*
4 *on behalf of other members of the general public similarly situated; Thomas*
5 *Newell, individually, and on behalf of other members of the general public*
6 *similarly situated v. Safelite Group, Inc., an unknown business entity; Safelite*
7 *Fulfillment, Inc., an unknown business entity; Safelite Glass Corporation, an*
8 *unknown business entity, and Does 1 through 100, inclusive*, Case No.
9 21STCV23779 in the Superior Court for the State of California and for the
10 County of Los Angeles (the “State Court Action”) on June 25, 2021. A true
11 and correct copy of the Complaint is attached as **Exhibit 1** (“Complaint”).
12 2. The Complaint was served on Defendants on September 1, 2021. *See* Notice
13 of Service of Process in **Exhibit 1**.
14 3. Defendants filed an answer to Plaintiffs’ Complaint on September 28, 2021
15 (“Answer”). A true and correct copy of Defendants’ Answer is attached
16 hereto as **Exhibit 2**.

17 **I. STATEMENT OF JURISDICTION**

- 18 4. This Court has original jurisdiction over this action under the Class Action
19 Fairness Act of 2005 (the “Act”). *See* 28 U.S.C. § 1332(d). In relevant part,
20 the Act grants district courts original jurisdiction over civil class actions filed
21 under federal or state law in which any member of a class of 100 or more
22 putative class members is a citizen of a state different from any defendant and
23 the amount in controversy for the putative class members in the aggregate
24 exceeds \$5,000,000, exclusive of interest and costs. The Act authorizes
25 removal of such actions pursuant to 28 U.S.C. § 1446. As set forth below, this
26 case meets all of the Act’s requirements for removal and is timely and
27 properly removed by the filing of this Notice of Removal.
28

1 5. The Act applies to actions that were “commenced” on or after February 18,
2 2005. Because the State Court Action was filed on June 25, 2021, it was
3 “commenced” on or after February 18, 2005, and removal is proper under the
4 Act.

5 **II. TIMELINESS OF REMOVAL**

6 6. Pursuant to 28 U.S.C. § 1446(b), Defendants filed this removal within 30 days
7 after receipt of service of the Complaint and Summons. *See Exhibit 1.*

8 **III. VENUE**

9 7. Plaintiffs originally filed this action in the Superior Court for the State of
10 California, County of Los Angeles. *See Exhibit 1.* Venue is thus proper in
11 this district, pursuant to 28 U.S.C. § 1441(a), because it encompasses the
12 county in which this action is pending.

13 **IV. PROCEDURAL REQUIREMENTS**

14 8. Pursuant to 28 U.S.C. § 1446(a), copies of all process, pleadings, and orders
15 served upon Defendants are attached to this Notice of Removal.² Pursuant to
16 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being served upon
17 counsel for Plaintiffs and a copy is being filed with the Clerk of the Superior
18 Court for the State of California, County of Los Angeles.

19 **V. DEFENSES**

20 9. The removal of this action to the Central District of California does not waive
21 Defendants’ ability to assert any defense to this action.

22
23
24 _____
25 ² In conformity with the requirement of 28 U.S.C. § 1446(a) that copies of all
26 process, pleadings and orders served upon Defendants in the State Court Action
27 be included with this notice of removal, with the exception of those documents
28 already attached as Exhibits 1 and 2, the State Court Action case file is attached
as **EXHIBIT 3**. The Notice to the Superior Court Re: Removal to be filed
contemporaneously herewith is also incorporated in **EXHIBIT 3** as part of the
record of the Superior Court.

1 **VI. REMOVAL UNDER THE CLASS ACTION FAIRNESS ACT**

2 **A. Plaintiffs’ Action is Pled as a Class Action**

3 10. Under CAFA, “‘class action’ means any civil action filed under Rule 23 of the
4 Federal Rules of Civil Procedures or similar State statute or rule of judicial
5 procedure authorizing an action to be brought by one or more representative
6 persons as a class action.” 28 U.S.C. § 1332(d)(1)(B).

7 11. The State Court Action has been styled as a class action, pursuant to
8 California Code of Civil Procedure § 382. *See* Complaint ¶ 1. Cal. Code of
9 Civ. Pro. § 382 authorizes an action to be brought by one or more
10 representative persons as a class action. *See* Cal. Code of Civ. Pro. § 382.

11 **B. The Proposed Class Contains at Least 100 Members**

12 12. Under 28 U.S.C. § 1332(d)(5)(B), district courts will have original jurisdiction
13 over a class action case under CAFA if the number of members of the putative
14 plaintiff class is no less than 100.

15 13. This requirement is met here. Plaintiffs’ Complaint proposes the following
16 class: “All current and former hourly-paid or non-exempt employees who
17 worked for any of the Defendants within the State of California at any time
18 during the period from four years preceding the filing of the Complaint to
19 final judgment and who reside in California.” Complaint ¶ 16. Plaintiffs’
20 Complaint also proposed three subclasses. Subclass A: “All class members
21 who were required by Defendants to stay on Defendants’ premises for rest
22 breaks.” Subclass B: “All class members who received overtime
23 compensation at a rate lower than their respective regular rate of pay because
24 Defendants failed to include all non-discretionary bonuses or other incentive-
25 based compensation in the calculation of the regular rate of pay for overtime
26 pay purposes.” and Subclass C: “All class members who earned non-
27 discretionary bonuses or other incentive-based compensation, which was not
28

1 used to calculate the amount of the meal break or rest break penalty/premium
2 payment.” Complaint ¶ 16. Members of the Class and Subclasses will
3 collectively be referred to as the “Class Members.”

4 14. According to this proposed class definition, there are approximately 1,765
5 putative Class members. *See* Declaration of Troy Hannum (“Hannum Decl.”),
6 attached hereto as **Exhibit 4**, at ¶ 8. Thus, the number of members of the
7 putative class is sufficient to meet the Act’s requirement for removal to
8 federal court.

9 **C. There is Diversity Between at Least One Putative Class Member and**
10 **One Defendant**

11 15. The Act’s minimal diversity requirement is satisfied, *inter alia*, when “any
12 member of a class of plaintiffs is a citizen of a State different from any
13 defendant.” 28 U.S.C. §§ 1332(d)(2)(A); 1453(b). Minimal diversity of
14 citizenship exists here because Plaintiffs and Safelite are citizens of different
15 states.

16 16. Allegations of residency in a state court complaint can create a rebuttable
17 presumption of domicile supporting diversity of citizenship. *Lew v. Moss*, 797
18 F.2d 747, 750-51 (9th Cir. 1986); *see also State Farm Mut. Auto. Ins. Co. v.*
19 *Dyer*, 19 F.3d 514, 519-20 (10th Cir. 1994) (allegation by party in state court
20 complaint of residency “created a presumption of continuing residence in
21 [state] and put the burden of coming forward with contrary evidence on the
22 party seeking to prove otherwise”); *Smith v. Simmons*, 2008 U.S. Dist.
23 LEXIS 21162, *22 (E.D. Cal. 2008) (place of residence provides “prima
24 facie” case of domicile).

25 17. Plaintiffs allege that they are residents of the State of California. Complaint
26 ¶¶ 5-6. They also allege that they were employed by Defendants in California
27 from February 2017 to January 2020 (Alvarez) and from April 2018 to the
28

1 present (Newell). Complaint ¶¶ 21, 22. *See Lew*, 797 F.2d at 750 (holding
2 plaintiff’s place of employment can establish domicile for the purpose of
3 diversity jurisdiction). Therefore, Plaintiffs are citizens of the State of
4 California.

5 18. Conversely, Defendant Safelite Fulfillment, Inc., is not a citizen of California.

6 For diversity purposes, a corporation is deemed a citizen of its state of
7 incorporation and the state where it has its principal place of business. 28
8 U.S.C. § 1332(c)(1); *see also Hertz Corp. v. Friend*, 130 S. Ct. 1181 (2010)
9 (A corporation’s principal place of business is “the place where a
10 corporation’s officers direct, control, and coordinate the corporation’s
11 activities.”).

12 19. Safelite is a corporation organized under the laws of the State of Delaware.

13 Hannum Decl. ¶ 3. Its principal place of business is in Columbus, Ohio. *Id.*
14 For purposes of diversity jurisdiction, therefore, Safelite is a citizen of
15 Delaware and Ohio.

16 20. The presence of Doe defendants in this case has no bearing on diversity with
17 respect to removal. *See Newcombe v. Adolf Coors Co.*, 157 F.3d 686, 690-691
18 (9th Cir. 1998); *see also* 28 U.S.C. § 1441(a) (“[f]or the purposes of
19 removal...the citizenship of defendants sued under fictitious names shall be
20 disregarded”).

21 21. Accordingly, Plaintiffs are citizens of a State different from Safelite, and
22 diversity exists for federal jurisdiction under CAFA. *See* 28 U.S.C.
23 §§ 1332(d)(2)(A).

1 **D. The Amount in Controversy Exceeds \$5,000,000³**

2 22. This Court has jurisdiction under CAFA, which authorizes the removal of
3 class actions in which, among the other factors mentioned above, the amount
4 in controversy for all class members exceeds \$5,000,000. *See* 28 U.S.C.
5 § 1332(d).

6 23. The removal statute requires that a defendant seeking to remove a case to
7 federal court must file a notice “containing a short and plain statement of the
8 grounds for removal.” 28 U.S.C. § 1446(a).

9 24. Plaintiffs’ Complaint is silent as to the total amount in controversy. However,
10 Plaintiffs’ failure to specify the total damages or other monetary relief sought
11 does not deprive this Court of jurisdiction. Rather, when the plaintiff fails to
12 plead a specific amount of damages, the defendant seeking removal “must
13 prove by a preponderance of the evidence that the amount in controversy
14 requirement has been met.” *See Rodriguez v. AT&T Mobility Servs.*, 728 F.3d
15 975, 977 (9th Cir. 2013) (“the proper burden of proof imposed upon a
16 defendant to establish the amount in controversy is the preponderance of the
17 evidence standard.”).

18 25. This burden is not onerous and does not obligate a removing defendant to
19 “research, state, and prove the plaintiff’s claims for damages.” *Korn v. Polo*
20 *Ralph Lauren Corp.*, 536 F.Supp.2d 1199, 1204-1205 (E.D. Cal.
21 2008). Rather, “[t]he ‘ultimate inquiry’ is what amount is put ‘in controversy’
22 by the plaintiff’s complaint, not what a defendant will *actually* owe.” *Ibid.* In
23 determining the amount in controversy for CAFA, all potential damages based

24 _____
25 ³ Safelite provides the following calculations only to demonstrate that the amount
26 in controversy exceeds \$5,000,000. Safelite makes no admission of liability or
27 damages with respect to any aspect of this case, nor does Safelite waive its right to
28 ultimately contest the proper amount of damages due, if any, should Plaintiffs
prevail with any of their claims.

1 on the claims in the complaint, as well as attorneys’ fees, are included. *See*
2 *Campbell v. Vitran Express, Inc.*, 471 Fed. App’x 646, 648 (9th Cir. 2012) (in
3 measuring the amount in controversy, a court “must assume that the
4 allegations of the complaint are true and assume that a jury will return a
5 verdict for the plaintiff on all claims made in the complaint.”) (quotations and
6 citations omitted).

7 26.The United States Supreme Court, in *Dart Cherokee Basin Operating Co.,*
8 *LLC v. Owens*, 135 S. Ct. 547, 554 (2014), recognized that “as specified in
9 §1446(a), a defendant’s notice of removal need include only a plausible
10 allegation that the amount in controversy exceeds the jurisdictional threshold.”
11 Only if the plaintiff contests or the court questions the allegations of the notice
12 of removal, is supporting evidence required. *See id.* Otherwise “the
13 defendant’s amount-in-controversy allegation should be accepted” just as a
14 plaintiff’s amount-in-controversy allegation is accepted when a plaintiff
15 invokes federal court jurisdiction. *Id.* at 553.

16 27.In establishing the amount in controversy, a removing party is entitled to make
17 reasonable assumptions. *Ibarra v. Manheim Invs., Inc.*, 775 F.3d 1193 (9th
18 Cir. 2015) (“[The removing party] bears the burden to show that its estimated
19 amount in controversy relied on reasonable assumptions.”); *see also Oda v.*
20 *Gucci Am., Inc.*, No. 2:14-cv-7468-SVW (JPRx), 2015 U.S. Dist. LEXIS
21 1672, at *10 (C.D. Cal. Jan. 7, 2015) (“Where, as here, a plaintiff makes
22 generalized allegations regarding the frequency of violations, a defendant may
23 calculate the amount in controversy based on reasonable assumptions.”).

24 28.Moreover, Congress intended that any uncertainty of the removability of an
25 interstate class action be resolved in favor of federal jurisdiction. *See* Senate
26 Judiciary Committee Report, S. REP. 109-14, at 42 (“if a federal court is
27 uncertain about whether ‘all matters in controversy’ in a purported class action
28

1 ‘do not in the aggregate exceed the sum or value of \$5,000,000,’ the court
2 should err in favor of exercising jurisdiction over the case”).

3 29. In sum, Defendants deny the validity and merits of Plaintiffs’ claims, the legal
4 theories upon which they are purportedly based, and the claims for monetary
5 and other relief that flow from them. Nevertheless, and notwithstanding
6 Plaintiffs’ failure to allege the total amount of damages claimed, the amount in
7 controversy as alleged by Plaintiffs in this case exceeds \$5,000,000.

8 30. Furthermore, *all* potential damages based on the claims in the complaint,
9 including attorneys’ fees, are included when determining the amount in
10 controversy for CAFA—not simply the individual claims themselves. *See*
11 *Campbell*, 471 Fed. App’x at 648. Although Plaintiffs purport to disclaim the
12 total amount of their *individual* claims (*see* Complaint ¶ 1), they do not
13 disclaim the amount that the putative class may also be entitled to recover,
14 which could cause the total amount in controversy to exceed five million
15 dollars.

16 **1) Failure to Provide Meal Periods & Rest Breaks and Failure to**
17 **Pay for Non-Compliant Meal Periods and & Rest Breaks.**

18 31. In the second and third causes of action, Plaintiffs allege that they and the
19 putative class members were not given proper meal and rest breaks, as well as
20 not paid “the full meal [or rest] period premium for work performed during
21 meal [or rest] periods.” Complaint ¶¶ 42, 67-68, 76-77.

22 32. Plaintiffs plead that the Class seeks an additional hour of pay for each day a
23 meal period or rest break was not provided. Complaint ¶¶ 70, 79. While
24 Plaintiffs allege that it was a “pattern and practice,” they fail to plead how
25 often these lawful meal periods and/or rest breaks were allegedly not
26 authorized or permitted by Defendants. Complaint ¶ 29.

1 33. However, numerous Courts have held that assuming a 100% violation rate is
2 permissible for determining the amount in controversy when a Complaint does
3 not contain more detailed allegations that would suggest such an assumption is
4 incorrect. *See, e.g., Mejia v. DHL Express (USA), Inc.*, No. CV 15-890-GHK
5 (JCx), 2015 U.S. Dist. LEXIS 67212, 2015 WL 2452755, at *4 (C.D. Cal May
6 21, 2015) (using a 100% violation rate to calculate the amount in controversy
7 where the plaintiff’s complaint did “not contain any allegations that suggest a
8 100% violation rate is an impermissible assumption.”); *Muniz v. Pilot Travel*
9 *Ctrs.*, No. CIV. S-07-0325 FCD EFB, LLC, 2007 U.S. Dist. LEXIS 31515, at
10 *4 (E.D. Cal. April 30, 2007) (“[P]laintiff includes no fact-specific allegations
11 that would result in a ... violation rate that is discernibly smaller than 100% . .
12 . . Plaintiff is the master of her claims, and if she wanted to avoid removal, she
13 could have alleged facts specific to her claims which would narrow the scope
14 of the putative class or the damages sought.”); *see also Giannini v. Nw. Mut.*
15 *Life Ins. Co.*, No. C 12-77 CW, 2012 U.S. Dist. LEXIS 60143, at *9 (N.D.
16 Cal. Apr. 30, 2012) (allegations of “routine” violations supported assumption
17 of 100% violation rate).

18 34. Even though there is a good faith basis for assuming a 100% violation rate,
19 given Plaintiffs’ silence as to the frequency of violations, Defendants will
20 limit their assumption to one meal period violation and one rest break
21 violation per work week. This totals two violations per workweek per
22 associate workweek.⁴ *See Lucas v. Michael Kors (USA) Inc.*, No. CV 18-
23 1608-MWF, 2018 U.S. Dist. LEXIS 78510, at *11 (C.D. Cal. May 9, 2018)
24 (“The Court agrees with Defendant MK that their assumed violation rate of 2
25

26 _____
27 ⁴ Safelite pays its associates weekly. Hannum Decl. at ¶ 10. Thus, this
28 assumption will create two violations per wage statement.

1 missed meal/rest break periods per workweek is reasonable...”); *Danielsson v.*
 2 *Blood Ctrs. of the Pac.*, No. 19-cv-04592-JCS, 2019 U.S. Dist. LEXIS
 3 222539, at *17 (N.D. Cal. Dec. 30, 2019) (“Defendant’s first assumption--a
 4 20% violation rate for meal and rest breaks during the putative class period--is
 5 reasonable”); *Mendoza v. Savage Servs. Corp.*, No. 19-CV-00122-RGK-
 6 MAA, 2019 U.S. Dist. LEXIS 45269, at *4 (C.D. Cal. March 19, 2019)
 7 (“[C]ourts in this district routinely apply a 20% violation rate—that is, one
 8 missed mean [sp] and rest period per work week- for meal and rest period
 9 premiums.”).

10 35. Additionally, Defendants will use the average hourly rate of the putative class
 11 to calculate the damages. *Sanchez v. Russell Sigler, Inc.*, No. CV 15-01350-
 12 AB (PLAx), 2015 U.S. Dist. LEXIS 55667, at *11 (C.D. Cal. April 28, 2015)
 13 (“Defendant’s use of an average hourly wage was proper for determining the
 14 amount in controversy.”); *Coleman v. Estes Express Lines, Inc.*, 730 F. Supp.
 15 2d 1141, 1150 (C.D. Cal. 2010) (“it is ‘preferable for defendants to calculate
 16 the average hourly wage based on the average wage of all class members.’”
 17 (internal quotation and citation omitted)); *Deaver v. BBVA Compass*
 18 *Consulting & Benefits, Inc.*, 2014 U.S. Dist. LEXIS 72074 (N.D. Cal. May 27,
 19 2014).

20 36. The average hourly rate of Safelite’s California non-exempt employees for the
 21 period of time from June 25, 2017 to the present is \$20.15. *See* Hannum Decl.
 22 ¶ 8. Additionally, there were 159,808 wage statements issued (on a weekly
 23 basis) to Safelite’s non-exempt employees in California from June 25, 2017 to
 24 the present.⁵ *See* Hannum Decl. ¶ 10.

25
 26 ⁵ The statute of limitations for alleged meal period violations is three years.
 27 *Rojas-Cifuentes v. ACX Pac. Northwest, Inc.*, 2016 U.S. Dist. LEXIS 147760, at
 28 *9 (E.D. Cal. Oct. 24, 2016). However, because Plaintiffs allege a claim under
 California’s Unfair Competition Law (“UCL”), this period is arguably

1 37.As specified above, for amount in controversy calculation purposes,
 2 Defendants are going to assume 1 meal and 1 rest break violation per wage
 3 statement. Thus, that equals 319,616 violations (2 violations multiplied by
 4 159,808 wage statements).

5 38.Multiplying the assumed meal break violations by the average hourly earnings
 6 for the putative class, the second and third causes of action equal
 7 **\$6,440,262.40** in controversy (319,616 multiplied by the \$20.15 average
 8 hourly wage).

9 **2) Failure to Pay All Wages Upon Separation of Employment**

10 39.Plaintiffs' fourth, fifth, and sixth causes of action are for the failure to pay
 11 minimum wages, including the failure to timely pay wages upon separation
 12 within the required time limit, pursuant to Cal. Labor Code § 201, *et al.* Each
 13 separated employee is entitled to be paid her normal daily wages for every day
 14 the wages are late, up to a 30-day maximum. Cal. Labor Code § 203.

15 40.Plaintiffs plead that for Class members "who are no longer employed by
 16 Defendants," Defendants "intentionally and willfully failed to pay . . . their
 17 wages, earned and unpaid, within seventy-two (72) hours of their leaving
 18 Defendants' employ." Complaint ¶ 88.

19 41.Similar to the second and third causes of actions above, Courts have routinely
 20 held that up to a 100% violation rate is reasonable. Thus, Courts have held
 21 that calculating penalties for the full 30 day maximum is appropriate. *See,*
 22 *e.g., Altamirano v. Shaw Indus.*, No. C-13-0939 EMC, 2013 U.S. Dist. LEXIS

23
 24 _____
 24 functionally extended for an additional year, pursuant to the limited procedures
 25 and remedies of the UCL. *See id.*, at *8-9; *Van v. Language Line Servs.*, No. 14-
 26 cv-03791, 2016 U.S. Dist. LEXIS 73510, at *100-01 (N.D. Cal. June 6, 2016)
 27 (meal and rest period payments recoverable under UCL for four year period); *see*
 28 *also* Complaint at ¶¶ 117-118. For purposes of removal only, Defendants assume
 that a four year statute of limitations would apply for Plaintiffs' meal and rest
 period claims. Under this assumption, the statutory period begins on June 25,
 2017.

1 84236, at *34 (N.D. Cal. 2013) (“[A]warding penalties for the entire 30 pay
2 period is reasonable.”); *see also Rahmatullah v. Charter Communs.*, No.
3 EDCV 20-354 PSG (SPx), 2020 U.S. Dist. LEXIS 127235, *12 (C.D. Cal.
4 July 15, 2020) (The thirty-day maximum is supported by Plaintiff’s complaint
5 because Plaintiff seeks the maximum penalty, and Plaintiff’s complaint
6 contains broad and general allegations and does not contain limiting
7 language.”). Similarly broad and general language is present in Plaintiffs’
8 complaint here. Complaint ¶ 89. However, while a 100% violation rate
9 would be reasonable, Safelite will only assume for purposes of removal that
10 50% of the terminated sub-class members would be eligible for the maximum
11 penalty, and that the other 50% would be eligible for nothing. *See Oda*, 2015
12 U.S. Dist. LEXIS 1672, at *15 (50% violation rate reasonable).

13 42. Although Plaintiff Alvarez worked on average 8.32 hours a day, Defendants
14 are conservatively using an 8 hour work day for their calculations. *See*
15 *Hannum Decl.* ¶ 6. Courts have held, for calculating these penalties, an
16 assumption of an 8 hour work day is reasonable. *See Altamirano*, 2013 U.S.
17 Dist. LEXIS at *34; *see also Archuleta v. Avcorp Composite Fabrication,*
18 *Inc.*, No. CV 18-8106 PSG (FFMx), 2018 U.S. Dist. LEXIS 206495, at *14
19 (C.D. Cal. Dec. 6, 2018) (Defendant “conservatively estimate[ed] an eight-
20 hour workday (even though the data showed that the average employee
21 worked 11.65 hours/day)); *see also Wheatley v. MasterBrand Cabinets, LLC*,
22 No. EDCV 18-2127 JGB (SPx), 2019 U.S. Dist. LEXIS 26201, at *17 (C.D.
23 Cal. Feb. 19, 2019) (“[B]ecause Plaintiff does not allege or offer evidence that
24 some class members worked part time, it is reasonable for Defendant to
25 assume eight-hour shifts.”).

26 43. Defendants will use the average hourly rate of the putative class to calculate
27 the damages. The average hourly rate of Safelite’s California non-exempt
28

1 employees who were terminated during the period of time from June 25, 2018
2 to the present is \$19.10. *See* Hannum Decl. ¶ 9. Thus, the applicable average
3 daily wages here is \$152.80 (\$19.10 per hour multiplied by 8 hours), and each
4 putative class member separated from the Company during the alleged
5 relevant period would be entitled to \$4,584 (\$152.80 x 30 days).

6 44. There are 674 members of the putative Class who were separated during the
7 relevant time period. Hannum Decl. ¶ 9. Accordingly, \$4,584 must be
8 multiplied by 674, equaling **\$3,089,616**. As Safelite is only assuming that
9 50% of the terminated sub-class members would be eligible for the maximum
10 penalty, and that the other 50% would be eligible for nothing a 50% , the
11 amount in controversy for this claim would be **\$1,544,808**.

12 **3) Failure to Pay Overtime**

13 45. Plaintiffs' first cause of action alleges failure to pay overtime compensation
14 pursuant to Cal. Labor Code §§ 510, 1194, and §1198.

15 46. Each employee is entitled to be paid one and one-half times her regular rate of
16 pay for time worked in excess of eight (8) hours per workday and/or more
17 than forty (40) hours per workweek, and twice her regular rate of pay for time
18 worked in excess of twelve (12) hours per day. Cal. Labor Code § 510.

19 47. Plaintiffs plead that for Class members, Defendants "intentionally and
20 willfully failed to pay overtime wages owed to Plaintiffs and the other class
21 members" and that Defendants failed to pay Plaintiffs and Class members in
22 accordance with Cal. Labor Code §§ 510, 1198. Complaint ¶¶ 57-58.

23 Plaintiffs claim that they "and the other class members were required to work
24 more than eight (8) hours per day and/or forty (40) hours per week without
25 overtime compensation for all overtime hours worked." Complaint ¶ 41.

26 Plaintiffs claim they are entitled to recover all overtime wages owed, as well
27
28

1 as any interest, costs, and attorneys' fees, as provided by the California Labor
2 Code. Complaint ¶ 59.

3 48. Courts in the Ninth Circuit have routinely held that an assumption of one hour
4 of unpaid overtime per week is reasonable, particularly when the complaint
5 alleges a pattern and practice of failing to pay overtime wages. *Danielsson v.*
6 *Blood Ctrs. of the Pac.*, No. 19-cv-04592-JCS, 2019 U.S. Dist. LEXIS
7 222539, at *21 (N.D. Cal. Dec. 30, 2019) ("Courts in this circuit have held
8 that an hour of unpaid overtime per week is a reasonable estimate when the
9 complaint alleges a pattern and practice of failing to pay overtime wages.")
10 (internal quotations omitted) (citing *Kastler v. Oh My Green, Inc.*, No. 19-CV-
11 02411-HSG, 2019 U.S. Dist. LEXIS 185484, 2019 WL 5536198, at *4 (N.D.
12 Cal. Oct. 25, 2019) and *Arreola v. Finish Line*, No. 14-CV-03339-LHK, 2014
13 U.S. Dist. LEXIS 170464, 2014 WL 6982571, at *4 (N.D. Cal. Dec. 9, 2014)
14 ("Where, as here, a proposed class includes all employees during the class
15 period, and the plaintiff pleads that an employer has a regular or consistent
16 practice of violating employment laws that harmed each class member, such
17 an allegation supports a defendant's assumptions that every employee
18 experienced at least one violation once per week.").

19 49. Plaintiffs' complaint is silent as to how frequently Defendants failed to
20 properly pay overtime; therefore, Defendants will assume one hour of unpaid
21 overtime per week.

22 50. As noted above, the average hourly rate of Safelite's California non-exempt
23 employees for the period of time from June 25, 2017 to the present is \$20.15.
24 The overtime rate for this one hour of pay would therefore be approximately
25 \$30.23 (which is one and one-half times the average hourly rate).

26 51. As specified above, for calculations purposes, Defendants will assume 1 hour
27 of unpaid overtime per week. There were 159,808 wage statements issued (on
28

1 a weekly basis) to Safelite’s non-exempt employees in California during that
2 same time period. *See* Hannum Decl. ¶ 10. Thus, Safelite assumes 159,808
3 hours of allegedly unpaid overtime (i.e., one for every wage statement).

4 52. Multiplying the assumed hours of unpaid overtime by the average hourly
5 overtime earnings for the putative class, the first cause of action equals
6 **\$4,830,995.84** in controversy (159,808 multiplied by the \$30.23 average
7 overtime wage).

8 **4) Failure to Furnish Accurate Wage Statements**

9 53. Plaintiffs’ seventh cause of action alleges that Defendants “have intentionally
10 and willfully failed to provide Plaintiffs and the other class members with
11 complete and accurate wage statements. . . .” Complaint ¶ 100.

12 54. California Labor Code § 226(a) requires an employer to pay the greater of all
13 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
14 violation occurred, and one hundred dollars (\$100.00) per employee for each
15 violation in subsequent pay periods, plus attorney’s fees and costs. Cal. Lab.
16 Code § 226(a). Violations are capped at a maximum of \$4,000 per employee.
17 Cal. Lab. Code § 226(e).

18 55. Courts have held that a “Defendant may reasonably assume every wage
19 statement contained at least one inaccuracy.” *Wheatley*, 2019 U.S. Dist.
20 LEXIS 26201 at *20. Thus, it is proper to add penalties to each wage
21 statement provided in the relevant time period.

22 56. During the relevant time period, 49,585 wage statements were issued to the
23 1,213 putative class members. Hannum Decl. ¶ 11.

24 57. Since Plaintiffs’ complaint is silent as to how many inaccurate wage
25 statements were issued, given the allegations that Defendants deprived
26 Plaintiffs and the putative class of minimum wages and overtime payments
27 and the substantial number of wage statements issued to the putative class, it
28

1 is reasonable to assume up to a 100% violation rate. *See Gipson v. Champion*
2 *Home Builders, Inc.*, NO. 1:20-cv-00392-DAD-SKO, 2020 U.S. Dist. LEXIS
3 127563, at *24-26 (E.D. Cal. July 20, 2020) (100% violation rate for wage
4 statement claim reasonable in light of assumption of one rest and one meal
5 break violation per week). However, for purposes of removal, Defendants
6 will assume only a more conservative 50% of the putative class members
7 could claim maximum wage statement violations.

8 58. Assuming 606 of the 1213 class members will be entitled to the statutory
9 maximum of \$4,000 for wage statement violations, the total amount in
10 controversy for this claim will be \$2,424,000.

11 **5) Attorneys' Fees**

12 59. Plaintiffs seek to recover attorneys' fees. *See, e.g.*, Complaint Prayer for
13 Relief at ¶¶ 8, 15. Under CAFA, attorneys' fees are included in determining
14 the amount in controversy, regardless of whether they are mandatory or
15 discretionary. *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1155-56 (9th Cir.
16 1998); *see also Dawsey*, 2015 U.S. Dist. LEXIS 93051 at *2-3, 7 (calculating
17 both statutory and "reasonable" attorneys' fees to determine the amount in
18 controversy under CAFA). For class action settlements, the Ninth Circuit has
19 found that 25 percent of the common fund is a reasonable attorneys' fees
20 award. *See Dawsey*, 2015 U.S. Dist. LEXIS 93051 at *7 (citing *Hanlon v.*
21 *Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998) ("benchmark" level for
22 reasonable attorneys' fees in class actions in the Ninth Circuit is 25%)).

23 60. Therefore, "if Defendant can establish by a preponderance of the evidence that
24 the [amount in controversy is] at least \$4 million dollars, the addition of
25 twenty-five percent in attorneys' fees would necessarily meet the \$5 million
26 amount in controversy requirement under CAFA." *Garcia v. Wal-Mart*
27 *Stores*, No. CV 16-01645-BRO, 2016 U.S. Dist. LEXIS 142807, *17-19 (C.D.
28

1 Cal. Oct. 14, 2016) (citing *Garibay v. Archstone Communities LLC*, 539 Fed.
2 App’x 763, 764 (9th Cir 2013).

3 61. Here, as set forth above, there is “substantial, plausible evidence” that the
4 amount in controversy in Plaintiffs’ first, second, third, fifth, sixth, and
5 seventh causes of action in the Complaint totals **\$15,240,066.24**—already
6 surpassing the \$5,000,000 threshold. Still, a conservative and reasonable
7 estimate of Plaintiffs’ attorneys’ fees is **\$3,810,016.56**, which is 25% of the
8 total amount in controversy for the other claims. Thus, a reasonable
9 calculation of the total amount in controversy, based on the allegations in
10 Plaintiffs’ Complaint and the data cited herein, is **\$19,050,082.80**. This is
11 well above the \$5,000,000.00 threshold required by CAFA. *See* 28 U.S.C. §
12 1332(d).

13 62. Although Defendants specifically deny Plaintiffs’ claims and deny Plaintiffs
14 will recover any of the relief they seek, it is clear from the allegations in the
15 Complaint and the scope of the relief sought that the amount in controversy
16 exceeds the \$5,000,000.00 jurisdictional threshold of 28 U.S.C. § 1332(d).⁶

17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///

25 _____
26 ⁶ This calculation does not account for the alleged minimum wages, the penalties
27 for failing to maintain accurate payroll records, and the alleged lost business
28 expenses owed to the over 1,000 members of the putative class (in Plaintiffs’
fourth, eighth, and ninth causes of action).

1 **VII. CONCLUSION**

2 63. Thus, the total amount in controversy in this action is at least **\$19,050,082.80**.

3 64. Based on the foregoing, Defendants respectfully request that the Court remove
4 the above-entitled action to federal court.

5
6 DATED: October 1, 2021

VORYS, SATER, SEYMOUR AND
PEASE LLP

7
8
9 By: /s/ Christopher M. Lapidus

10 Christopher M. Lapidus
11 Attorneys for Defendants
12 SAFELITE GROUP, INC.,
13 SAFELITE FULFILLMENT, INC.,
14 and SAFELITE GLASS
15 CORPORATION
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I, Adriana Miranda, declare:

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 4675 MacArthur Court, Suite 700, Newport Beach, CA 92660.

On October 1, 2021, I served the document(s) described as **DEFENDANTS’ NOTICE OF REMOVAL** on all interested parties in said action by placing a true copy thereof in a sealed envelope addressed as stated on the **ATTACHED SERVICE LIST**.

BY MAIL: I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Newport Beach, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

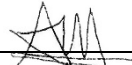
BY EMAIL SERVICE as follows: By email or electronic transmission: I sent the document(s) to the person(s) at the email address(es) listed on the service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

BY PERSONAL SERVICE as follows: I caused a copy of such document(s) to be delivered by hand to the offices of the addressee.

BY OVERNIGHT COURIER SERVICE as follows: I caused such envelope to be delivered by overnight courier service via Federal Express to the offices of the addressee. The envelope was deposited in or with a facility regularly maintained by the overnight courier service with delivery fees paid or provided for.

BY FACSIMILE as follows: I caused such documents to be transmitted to the fax number of the addressee listed on the attached service list, by use of facsimile machine telephone number. The facsimile machine used complied with California Rules of Court, Rule 2004 and no error was reported by the machine. Pursuant to California Rules of Court, Rule 2006(d), a transmission record of the transmission was printed.

FEDERAL I declare under penalty of perjury under the laws of the United States of America the above is true and correct. Executed on October 1, 2021. at Newport Beach, California.



Adriana Miranda

EXHIBIT 1



Notice of Service of Process

Transmittal Number: 23712696
Date Processed: 09/01/2021

null / ALL

Primary Contact: Natalie Morbitzer
Safelite Group
7400 Safelite Way
Columbus, OH 43235-5086

Electronic copy provided to: Nora Carr

Entity: Safelite Fulfillment, Inc.
Entity ID Number 2815338

Entity Served: Safelite Fulfillment, Inc.

Title of Action: Edmond Alvarez vs. Safelite Group, Inc.

Matter Name/ID: Edmond Alvarez vs. Safelite Group, Inc. (11525181)

Document(s) Type: Summons/Complaint

Nature of Action: Class Action

Court/Agency: Los Angeles County Superior Court, CA

Case/Reference No: 21STCV23779

Jurisdiction Served: California

Date Served on CSC: 09/01/2021

Answer or Appearance Due: 30 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Edwin Aiwazian
818-265-1020

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

COPY

1 Edwin Aiwazian (SBN 232943)
2 **LAWYERS for JUSTICE, PC**
3 410 West Arden Avenue, Suite 203
4 Glendale, California 91203
5 Tel: (818) 265-1020 / Fax: (818) 265-1021

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUN 25 2021

Attorneys for Plaintiffs

Sharrl R. Caner, Executive Officer/Clerk of Court
By: Kristina Vargas, Deputy

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

10 EDMOND ALVAREZ, individually, and on
11 behalf of other members of the general public
12 similarly situated; THOMAS NEWELL,
13 individually, and on behalf of other members
14 of the general public similarly situated

Case No.: **21STCV23779**

**CLASS ACTION COMPLAINT FOR
DAMAGES**

Plaintiffs,

vs.

15 SAFELITE GROUP, INC., an unknown
16 business entity; SAFELITE FULFILLMENT,
17 INC., an unknown business entity;
18 SAFELITE GLASS CORPORATION, an
19 unknown business entity; and DOES 1
20 through 100, inclusive,

Defendants.

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 COMES NOW, Plaintiffs EDMOND ALVAREZ (“Plaintiff ALVAREZ”), individually,
2 and on behalf of other members of the general public similarly situated, and THOMAS
3 NEWELL (“Plaintiff NEWELL” and collectively with Plaintiff ALVAREZ as “Plaintiffs”),
4 individually, and on behalf of other members of the general public similarly situated, and
5 alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. This class action is brought pursuant to the California Code of Civil Procedure
8 section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal
9 jurisdiction limits of the Superior Court and will be established according to proof at trial. The
10 “amount in controversy” for the named Plaintiffs, including but not limited to claims for
11 compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of
12 attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

13 2. This Court has jurisdiction over this action pursuant to the California
14 Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all
15 other causes” except those given by statute to other courts. The statutes under which this
16 action is brought do not specify any other basis for jurisdiction.

17 3. This Court has jurisdiction over Defendants because, upon information and
18 belief, Defendants are citizens of California, have sufficient minimum contacts in California,
19 or otherwise intentionally avail themselves of the California market so as to render the exercise
20 of jurisdiction over them by California courts consistent with traditional notions of fair play
21 and substantial justice.

22 4. Venue is proper in this Court because, upon information and belief, Defendants
23 maintain offices, have agents, employs individuals, and/or transact business in the State of
24 California, County of Los Angeles.

25 **PARTIES**

26 5. Plaintiff EDMOND ALVAREZ is an individual residing in the State of
27 California.

28 ///

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 6. Plaintiff THOMAS NEWELL is an individual residing in the State of
2 California.

3 7. Defendant SAFELITE GROUP, INC., at all times herein mentioned, was and is,
4 upon information and belief, an employer whose employees are engaged throughout the State
5 of California, including the County of Los Angeles.

6 8. Defendant SAFELITE FULFILLMENT, INC., at all times herein mentioned, was
7 and is, upon information and belief, an employer whose employees are engaged throughout the
8 State of California, including the County of Los Angeles.

9 9. Defendant SAFELITE GLASS CORPORATION, at all times herein mentioned,
10 was and is, upon information and belief, an employer whose employees are engaged throughout
11 the State of California, including the County of Los Angeles.

12 10. At all relevant times, Defendants SAFELITE GROUP, INC., SAFELITE
13 FULFILLMENT, INC., and SAFELITE GLASS CORPORATION were the “employer” of
14 Plaintiffs within the meaning of all applicable California laws and statutes.

15 11. At all times herein relevant, Defendants SAFELITE GROUP, INC., SAFELITE
16 FULFILLMENT, INC., SAFELITE GLASS CORPORATION, and DOES 1 through 100, and
17 each of them, were the agents, partners, joint venturers, joint employers, representatives,
18 servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other,
19 and at all times relevant hereto were acting within the course and scope of their authority as
20 such agents, partners, joint venturers, joint employers, representatives, servants, employees,
21 successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly
22 committed with the ratification, knowledge, permission, encouragement, authorization and/or
23 consent of each defendant designated as a DOE herein.

24 12. The true names and capacities, whether corporate, associate, individual or
25 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue
26 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on
27 that information and belief allege, that each of the defendants designated as a DOE is legally
28 responsible for the events and happenings referred to in this Complaint, and unlawfully caused

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
2 Plaintiffs will seek leave of court to amend this Complaint to show the true names and
3 capacities when the same have been ascertained.

4 13. Defendants SAFELITE GROUP, INC., SAFELITE FULFILLMENT, INC.,
5 SAFELITE GLASS CORPORATION, and DOES 1 through 100 will hereinafter collectively
6 be referred to as "Defendants."

7 14. Plaintiffs further allege that Defendants directly or indirectly controlled or
8 affected the working conditions, wages, working hours, and conditions of employment of
9 Plaintiffs and the other class members so as to make each of said Defendants employers liable
10 under the statutory provisions set forth herein.

11 **CLASS ACTION ALLEGATIONS**

12 15. Plaintiffs bring this action on their own behalf and on behalf of all other
13 members of the general public similarly situated, and, thus, seeks class certification under
14 California Code of Civil Procedure section 382.

15 16. The proposed class is defined as follows:
16 All current and former hourly-paid or non-exempt employees who worked for
17 any of the Defendants within the State of California at any time during the
18 period from four years preceding the filing of this Complaint to final judgment
19 and who reside in California.

20 (Subclass A.) All class members who were required by Defendants to stay on
21 Defendants' premises for rest breaks.

22 (Subclass B.) All class members who received overtime compensation at a rate
23 lower than their respective regular rate of pay because Defendants failed to
24 include all non-discretionary bonuses or other incentive-based compensation in
25 the calculation of the regular rate of pay for overtime pay purposes.

26 (Subclass C.) All class members who earned non-discretionary bonuses or other
27 incentive-based compensation, which was not used to calculate the amount of
28 the meal break or rest break penalty/premium payment

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 17. Plaintiffs reserve the right to establish additional subclasses as appropriate.

2 18. The class is ascertainable and there is a well-defined community of interest in
3 the litigation:

4 a. Numerosity: The class members are so numerous that joinder of all class
5 members is impracticable. The membership of the entire class is
6 unknown to Plaintiffs at this time; however, the class is estimated to be
7 greater than fifty (50) individuals and the identity of such membership is
8 readily ascertainable by inspection of Defendants' employment records.

9 b. Typicality: Plaintiffs' claims are typical of all other class members' as
10 demonstrated herein. Plaintiffs will fairly and adequately protect the
11 interests of the other class members with whom they have a well-defined
12 community of interest.

13 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
14 each class member, with whom they have a well-defined community of
15 interest and typicality of claims, as demonstrated herein. Plaintiffs have
16 no interest that is antagonistic to the other class members. Plaintiffs'
17 attorneys, the proposed class counsel, are versed in the rules governing
18 class action discovery, certification, and settlement. Plaintiffs have
19 incurred, and during the pendency of this action will continue to incur,
20 costs and attorneys' fees, that have been, are, and will be necessarily
21 expended for the prosecution of this action for the substantial benefit of
22 each class member.

23 d. Superiority: A class action is superior to other available methods for the
24 fair and efficient adjudication of this litigation because individual joinder
25 of all class members is impractical.

26 e. Public Policy Considerations: Certification of this lawsuit as a class
27 action will advance public policy objectives. Employers of this great
28 state violate employment and labor laws every day. Current employees

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

19. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants’ failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants’ had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- d. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

- 1 h. Whether Defendants complied with wage reporting as required by the
- 2 California Labor Code; including, *inter alia*, section 226;
- 3 i. Whether Defendants kept complete and accurate payroll records as
- 4 required by the California Labor Code, including, *inter alia*, section
- 5 1174(d);
- 6 j. Whether Defendants failed to reimburse Plaintiffs and the other class
- 7 members for necessary business-related expenses and costs;
- 8 k. Whether Defendants' conduct was willful or reckless;
- 9 l. Whether Defendants engaged in unfair business practices in violation of
- 10 California Business & Professions Code section 17200, et seq.;
- 11 m. The appropriate amount of damages, restitution, and/or monetary
- 12 penalties resulting from Defendants' violation of California law; and
- 13 n. Whether Plaintiffs and the other class members are entitled to
- 14 compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

15
16 20. At all relevant times set forth herein, Defendants employed Plaintiffs and other
17 persons as hourly-paid or non-exempt employees within the State of California, including the
18 County of Los Angeles.

19 21. Defendants, jointly and severally, employed Plaintiff ALVAREZ as an hourly-
20 paid, non-exempt employee, from approximately February 2017 to approximately January
21 2020, in the State of California, County of Los Angeles.

22 22. Defendants, jointly and severally, employed Plaintiff NEWELL as an hourly-
23 paid, non-exempt employee, from approximately April 2018 to the present, in the State of
24 California, County of San Francisco.

25 23. Defendants hired Plaintiffs and the other class members, classified them as
26 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
27 missed meal periods and/or rest breaks.

28 ///

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 24. Defendants had the authority to hire and terminate Plaintiffs and the other class
2 members, to set work rules and conditions governing Plaintiffs' and the other class members'
3 employment, and to supervise their daily employment activities.

4 25. Defendants exercised sufficient authority over the terms and conditions of
5 Plaintiffs' and the other class members' employment for them to be joint employers of
6 Plaintiffs and the other class members.

7 26. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
8 class members.

9 27. Defendants continue to employ hourly-paid or non-exempt employees within the
10 State of California.

11 28. Plaintiffs and the other class members worked over eight (8) hours in a day,
12 and/or forty (40) hours in a week during their employment with Defendants.

13 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
15 employees within the State of California. This pattern and practice involved, *inter alia*, failing
16 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
17 breaks in violation of California law.

18 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 knew or should have known that Plaintiffs and the other class members were entitled to receive
20 certain wages for overtime compensation and that they were not receiving accurate overtime
21 compensation for all overtime hours worked.

22 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 failed to provide Plaintiffs and the other class members all required rest and meal periods
24 during the relevant time period as required under the Industrial Welfare Commission Wage
25 Orders and thus they are entitled to any and all applicable penalties.

26 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 knew or should have known that Plaintiffs and the other class members were entitled to receive
28 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 member's regular rate of pay when a meal period was missed, and they did not receive all meal
2 periods or payment of one additional hour of pay at Plaintiffs' and the other class member's
3 regular rate of pay when a meal period was missed.

4 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants
5 knew or should have known that Plaintiffs and the other class members were entitled to receive
6 all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class
7 member's regular rate of pay when a rest period was missed, and they did not receive all rest
8 periods or payment of one additional hour of pay at Plaintiffs' and the other class members'
9 regular rate of pay when a rest period was missed.

10 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knew or should have known that Plaintiffs and the other class members were entitled to receive
12 at least minimum wages for compensation and that they were not receiving at least minimum
13 wages for all hours worked.

14 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knew or should have known that Plaintiffs and the other class members were entitled to receive
16 all wages owed to them upon discharge or resignation, including overtime and minimum wages
17 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
18 them at the time of their discharge or resignation.

19 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that Plaintiffs and the other class members were entitled to receive
21 all wages owed to them during their employment. Plaintiffs and the other class members did
22 not receive payment of all wages, including overtime and minimum wages and meal and rest
23 period premiums, within any time permissible under California Labor Code section 204.

24 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 knew or should have known that Plaintiffs and the other class members were entitled to receive
26 complete and accurate wage statements in accordance with California law, but, in fact, they did
27 not receive complete and accurate wage statements from Defendants. The deficiencies

28 ///

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 included, *inter alia*, the failure to include the total number of hours worked by Plaintiffs and
2 the other class members.

3 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 knew or should have known that Defendants had to keep complete and accurate payroll records
5 for Plaintiffs and the other class members in accordance with California law, but, in fact, did
6 not keep complete and accurate payroll records.

7 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 knew or should have known that Plaintiffs and the other class members were entitled to
9 reimbursement for necessary business-related expenses.

10 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knew or should have known that they had a duty to compensate Plaintiffs and the other class
12 members pursuant to California law, and that Defendants had the financial ability to pay such
13 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
14 represented to Plaintiffs and the other class members that they were properly denied wages, all
15 in order to increase Defendants' profits.

16 41. During the relevant time period, Defendants failed to pay overtime wages to
17 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other
18 class members were required to work more than eight (8) hours per day and/or forty (40) hours
19 per week without overtime compensation for all overtime hours worked.

20 42. During the relevant time period, Defendants failed to provide all requisite
21 uninterrupted meal and rest periods to Plaintiffs and the other class members.

22 43. During the relevant time period, Defendants failed to pay Plaintiffs and the other
23 class members at least minimum wages for all hours worked.

24 44. During the relevant time period, Defendants failed to pay Plaintiffs and the other
25 class members all wages owed to them upon discharge or resignation.

26 45. During the relevant time period, Defendants failed to pay Plaintiffs and the other
27 class members all wages within any time permissible under California law, including, *inter*
28 *alia*, California Labor Code section 204.

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
2 than forty (40) hours in a workweek.

3 54. The applicable IWC Wage Order further provides that Defendants are and were
4 required to pay Plaintiffs and the other class members overtime compensation at a rate of two
5 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

6 55. California Labor Code section 510 codifies the right to overtime compensation
7 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
8 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
9 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
10 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
11 of work.

12 56. During the relevant time period, Plaintiffs and the other class members worked
13 in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

14 57. During the relevant time period, Defendants intentionally and willfully failed to
15 pay overtime wages owed to Plaintiffs and the other class members.

16 58. Defendants' failure to pay Plaintiffs and the other class members the unpaid
17 balance of overtime compensation, as required by California laws, violates the provisions of
18 California Labor Code sections 510 and 1198, and is therefore unlawful.

19 59. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
20 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
21 attorneys' fees.

22 **SECOND CAUSE OF ACTION**

23 **(Violation of California Labor Code §§ 226.7 and 512(a))**

24 **(Against SAFELITE GROUP, INC., SAFELITE FULFILLMENT, INC.,**
25 **SAFELITE GLASS CORPORATION, and DOES 1 through 100)**

26 60. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
27 through 59, and each and every part thereof with the same force and effect as though fully set
28 forth herein.

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 61. At all relevant times, the IWC Order and California Labor Code sections 226.7
2 and 512(a) were applicable to Plaintiffs' and the other class members' employment by
3 Defendants.

4 62. At all relevant times, California Labor Code section 226.7 provides that no
5 employer shall require an employee to work during any meal or rest period mandated by an
6 applicable order of the California IWC.

7 63. At all relevant times, the applicable IWC Wage Order and California Labor
8 Code section 512(a) provide that an employer may not require, cause or permit an employee to
9 work for a work period of more than five (5) hours per day without providing the employee
10 with a meal period of not less than thirty (30) minutes, except that if the total work period per
11 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
12 consent of both the employer and employee.

13 64. At all relevant times, the applicable IWC Wage Order and California Labor
14 Code section 512(a) further provide that an employer may not require, cause or permit an
15 employee to work for a work period of more than ten (10) hours per day without providing the
16 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
17 that if the total hours worked is no more than twelve (12) hours, the second meal period may
18 be waived by mutual consent of the employer and the employee only if the first meal period
19 was not waived.

20 65. During the relevant time period, Plaintiffs and the other class members who
21 were scheduled to work for a period of time no longer than six (6) hours, and who did not
22 waive their legally-mandated meal periods by mutual consent, were required to work for
23 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
24 (30) minutes and/or rest period.

25 66. During the relevant time period, Plaintiffs and the other class members who
26 were scheduled to work for a period of time in excess of six (6) hours were required to work
27 for periods longer than five (5) hours without an uninterrupted meal period of not less than
28 thirty (30) minutes and/or rest period.

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 practicable shall be in the middle of each work period” and that the “rest period time shall be
2 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
3 hours or major fraction thereof” unless the total daily work time is less than three and one-half
4 (3 ½) hours.

5 75. During the relevant time period, Defendants required Plaintiffs and other class
6 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
7 rest period per each four (4) hour period worked.

8 76. During the relevant time period, Defendants willfully required Plaintiffs and the
9 other class members to work during rest periods and failed to pay Plaintiffs and the other class
10 members the full rest period premium for work performed during rest periods.

11 77. During the relevant time period, Defendants failed to pay Plaintiffs and the other
12 class members the full rest period premium due pursuant to California Labor Code section
13 226.7

14 78. Defendants’ conduct violates applicable IWC Wage Orders and California
15 Labor Code section 226.7.

16 79. Pursuant to the applicable IWC Wage Orders and California Labor Code section
17 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
18 additional hour of pay at the employees’ regular hourly rate of compensation for each work
19 day that the rest period was not provided.

20 **FOURTH CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

22 **(Against SAFELITE GROUP, INC., SAFELITE FULFILLMENT, INC.,**

23 **SAFELITE GLASS CORPORATION, and DOES 1 through 100)**

24 80. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
25 through 79, and each and every part thereof with the same force and effect as though fully set
26 forth herein.

27 ///

28 ///

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 employment, his or her wages shall become due and payable not later than seventy-two (72)
2 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
3 intention to quit, in which case the employee is entitled to his or her wages at the time of
4 quitting.

5 88. During the relevant time period, Defendants intentionally and willfully failed to
6 pay Plaintiffs and the other class members who are no longer employed by Defendants their
7 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

8 89. Defendants' failure to pay Plaintiffs and the other class members who are no
9 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
10 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
11 201 and 202.

12 90. California Labor Code section 203 provides that if an employer willfully fails to
13 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
14 shall continue as a penalty from the due date thereof at the same rate until paid or until an
15 action is commenced; but the wages shall not continue for more than thirty (30) days.

16 91. Plaintiffs and the other class members are entitled to recover from Defendants
17 the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
18 pursuant to California Labor Code section 203.

19 **SIXTH CAUSE OF ACTION**

20 **(Violation of California Labor Code § 204)**

21 **(Against SAFELITE GROUP, INC., SAFELITE FULFILLMENT, INC.,**

22 **SAFELITE GLASS CORPORATION, and DOES 1 through 100)**

23 92. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
24 through 91, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 93. At all times herein set forth, California Labor Code section 204 provides that all
27 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
28 any calendar month, other than those wages due upon termination of an employee, are due and

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 payable between the 16th and the 26th day of the month during which the labor was
2 performed.

3 94. At all times herein set forth, California Labor Code section 204 provides that all
4 wages earned by any person in any employment between the 16th and the last day, inclusive,
5 of any calendar month, other than those wages due upon termination of an employee, are due
6 and payable between the 1st and the 10th day of the following month.

7 95. At all times herein set forth, California Labor Code section 204 provides that all
8 wages earned for labor in excess of the normal work period shall be paid no later than the
9 payday for the next regular payroll period.

10 96. During the relevant time period, Defendants intentionally and willfully failed to
11 pay Plaintiffs and the other class members all wages due to them, within any time period
12 permissible under California Labor Code section 204.

13 97. Plaintiffs and the other class members are entitled to recover all remedies
14 available for violations of California Labor Code section 204.

15 **SEVENTH CAUSE OF ACTION**

16 **(Violation of California Labor Code § 226(a))**

17 **(Against SAFELITE GROUP, INC., SAFELITE FULFILLMENT, INC.,**
18 **SAFELITE GLASS CORPORATION, and DOES 1 through 100)**

19 98. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
20 through 97, and each and every part thereof with the same force and effect as though fully set
21 forth herein.

22 99. At all material times set forth herein, California Labor Code section 226(a)
23 provides that every employer shall furnish each of his or her employees an accurate itemized
24 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
25 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
26 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
27 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
28 inclusive dates of the period for which the employee is paid, (7) the name of the employee and

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 his or her social security number, (8) the name and address of the legal entity that is the
2 employer, and (9) all applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each hourly rate by the employee. The deductions
4 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
5 showing the month, day, and year, and a copy of the statement or a record of the deductions
6 shall be kept on file by the employer for at least three years at the place of employment or at a
7 central location within the State of California.

8 100. Defendants have intentionally and willfully failed to provide Plaintiffs and the
9 other class members with complete and accurate wage statements. The deficiencies include,
10 but are not limited to: the failure to include the total number of hours worked by Plaintiffs and
11 the other class members.

12 101. As a result of Defendants' violation of California Labor Code section 226(a),
13 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
14 protected rights.

15 102. More specifically, Plaintiffs and the other class members have been injured by
16 Defendants' intentional and willful violation of California Labor Code section 226(a) because
17 they were denied both their legal right to receive, and their protected interest in receiving,
18 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

19 103. Plaintiffs and the other class members are entitled to recover from Defendants
20 the greater of their actual damages caused by Defendants' failure to comply with California
21 Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
22 employee.

23 104. Plaintiffs and the other class members are also entitled to injunctive relief to
24 ensure compliance with this section, pursuant to California Labor Code section 226(h).

25 ///
26 ///
27 ///
28 ///

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

**(Against SAFELITE GROUP, INC., SAFELITE FULFILLMENT, INC.,
SAFELITE GLASS CORPORATION, and DOES 1 through 100)**

105. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 104, and each and every part thereof with the same force and effect as though fully set forth herein.

106. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

107. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other class members.

108. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

109. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

///
///
///
///

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

**(Against SAFELITE GROUP, INC., SAFELITE FULFILLMENT, INC.,
SAFELITE GLASS CORPORATION, and DOES 1 through 100)**

110. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 109, and each and every part thereof with the same force and effect as though fully set forth herein.

111. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

112. Plaintiffs and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

113. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

114. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

**(Against SAFELITE GROUP, INC., SAFELITE FULFILLMENT, INC.,
SAFELITE GLASS CORPORATION, and DOES 1 through 100)**

115. Plaintiffs incorporates by reference the allegations contained in paragraphs 1 through 114, and each and every part thereof with the same force and effect as though fully set forth herein.

116. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public
2 interest within the meaning of Code of Civil Procedure section 1021.5.

3 117. Defendants' activities as alleged herein are violations of California law, and
4 constitute unlawful business acts and practices in violation of California Business &
5 Professions Code section 17200, et seq.

6 118. A violation of California Business & Professions Code section 17200, et seq.
7 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
8 policies and practices of requiring employees, including Plaintiffs and the other class members,
9 to work overtime without paying them proper compensation violate California Labor Code
10 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
11 employees, including Plaintiffs and the other class members, to work through their meal and
12 rest periods without paying them proper compensation violate California Labor Code sections
13 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
14 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
15 practices of failing to timely pay wages to Plaintiffs and the other class members violate
16 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
17 Code sections 226(a), 1174(d), 2800 and 2802.

18 119. As a result of the herein described violations of California law, Defendants
19 unlawfully gained an unfair advantage over other businesses.

20 120. Plaintiffs and the other class members have been personally injured by
21 Defendants' unlawful business acts and practices as alleged herein, including but not
22 necessarily limited to the loss of money and/or property.

23 121. Pursuant to California Business & Professions Code sections 17200, et seq.,
24 Plaintiffs and the other class members are entitled to restitution of the wages withheld and
25 retained by Defendants during a period that commences four years preceding the filing of this
26 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
27 1021.5 and other applicable laws; and an award of costs.

28 ///

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff ALVAREZ, individually, and on behalf of other members of the general public similarly situated, and Plaintiff NEWELL, individually, and on behalf of other members of the general public similarly situated, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff ALVAREZ, individually, and on behalf of other members of the general public similarly situated, and Plaintiff NEWELL, individually, and on behalf of other members of the general public similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representatives of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

///

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

11. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee’s regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys’ fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee’s regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

///

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

///

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

As to the Ninth Cause of Action

1
2 48. That the Court declare, adjudge and decree that Defendants violated California
3 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other
4 class members for all necessary business-related expenses as required by California Labor
5 Code sections 2800 and 2802;

6 49. For actual, consequential and incidental losses and damages, according to proof;

7 50. For the imposition of civil penalties and/or statutory penalties;

8 51. For reasonable attorneys' fees and costs of suit incurred herein; and

9 52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

10
11 53. That the Court decree, adjudge and decree that Defendants violated California
12 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the
13 other class members all overtime compensation due to them, failing to provide all meal and
14 rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to
15 Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members'
16 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
17 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

18 54. For restitution of unpaid wages to Plaintiffs and all the other class members and
19 all pre-judgment interest from the day such amounts were due and payable;

20 55. For the appointment of a receiver to receive, manage and distribute any and all
21 funds disgorged from Defendants and determined to have been wrongfully acquired by
22 Defendants as a result of violation of California Business and Professions Code sections
23 17200, et seq.;

24 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
25 California Code of Civil Procedure section 1021.5;

26 57. For injunctive relief to ensure compliance with this section, pursuant to
27 California Business and Professions Code sections 17200, et seq.; and

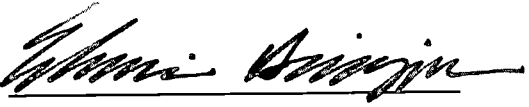
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

58. For such other and further relief as the Court may deem just and proper.

Dated: June 25, 2021

LAWYERS for JUSTICE, PC

By: 

Edwin Aiwazian
Attorneys for Plaintiffs

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

EXHIBIT 2

VORYS, SATER, SEYMOUR AND PEASE LLP

Cory D. Catignani (SBN 332551)
cdcatignani@vorys.com
Christopher M. Lapidus (SBN 316005)
cmlapidus@vorys.com
4675 MacArthur Court
Suite 700
Newport Beach, California 92660
Telephone: (949) 526-7900
Facsimile: (949) 526-7901

Attorneys for Defendants SAFELITE GROUP,
INC., SAFELITE FULFILLMENT, INC., and
SAFELITE GLASS CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

EDMOND ALVAREZ, individually and on
behalf of other members of the general public
similarly situated; THOMAS NEWELL,
individually and on behalf of other members of
the general public similarly situated,
Plaintiffs,

vs.

SAFELITE GROUP, INC., an unknown business
entity; SAFELITE FULFILLMENT, INC., an
unknown business entity; SAFELITE GLASS
CORPORATION, an unknown business entity
and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 21STCV23779

Assigned for All Purposes to:
Judge: Hon. Ann I. Jones
Dept.: 11

**DEFENDANTS SAFELITE GROUP,
INC., SAFELITE FULFILLMENT,
INC., AND SAFELITE GLASS
CORPORATION'S ANSWER TO
PLAINTIFFS' CLASS ACTION
COMPLAINT**

Action Filed: June 25, 2021
Trial Date: None set.

GENERAL DENIAL

Defendants Safelite Group, Inc., Safelite Fulfillment, Inc., and Safelite Glass
Corporation ("Safelite" or "Defendants") hereby answer the Complaint of Edmond Alvarez and
Thomas Newell ("Plaintiffs") as follows:

1. Pursuant to the provisions of Section 431.30(d) of the California Code of Civil
Procedure, Defendants deny, generally and specifically, each and every allegation of the
Complaint and further denies, generally and specifically, that Plaintiffs are entitled to damages
or to any other relief whatsoever by reason of any act or omission on the part of Defendants.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AFFIRMATIVE AND OTHER DEFENSES

Defendants hereby submit the following defenses to the Complaint filed by Plaintiffs. By pleading these affirmative defenses, Defendants do not assume the burden of proving any fact, issue, or element of a cause of action where such burden properly belongs to Plaintiffs. In addition, nothing stated herein is intended to or shall be construed as a concession that any particular issue or subject matter is relevant to Plaintiffs' allegations.

FIRST DEFENSE

1. The Complaint, and each purported cause of action alleged therein, fails to state facts sufficient to constitute a cause of action upon which relief may be granted.

SECOND DEFENSE

2. The Complaint, and each purported cause of action alleged therein, is barred in whole or in part by the applicable statutes of limitations, including but not limited to, California Labor Code § 203, California Code of Civil Procedure §§ 337(1), 338(a), 339(1), 340(a), and 340(b), and California Business & Professions Code § 17208.

THIRD DEFENSE

3. The Complaint, and each purported cause of action alleged therein, is barred in whole or in part by the doctrine of laches.

FOURTH DEFENSE

4. The Complaint does not state facts sufficient to certify a class, this action is not properly brought as a class action, and a class action is not a superior method of adjudication.

FIFTH DEFENSE

5. Plaintiffs are not proper representatives of the class they purport to represent and this action is not properly brought as a class action.

SIXTH DEFENSE

6. Plaintiffs' cause of action claiming unfair business practices in violation of California Business & Professions Code § 17200 is barred because it fails to plead specific facts capable of stating a claim for unfair business practices.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SEVENTH DEFENSE

7. Some or all of the claims contained in Plaintiffs' Complaint are barred because Plaintiffs failed to exhaust their administrative remedies or prerequisites before filing suit.

EIGHTH DEFENSE

8. The Complaint, in whole or in part, should be abated in the Court's discretion, and Plaintiffs should be forced to pursue their administrative remedies with the California Division of Labor Standards Enforcement, which has primary jurisdiction over Plaintiffs' state law claims.

NINTH DEFENSE

9. Plaintiffs are estopped by their own actions and conduct from asserting any cause of action against Safelite.

TENTH DEFENSE

10. Plaintiffs have engaged in conduct and activity sufficient to constitute a waiver of any right to assert the claims upon which they now seek relief.

ELEVENTH DEFENSE

11. Pursuant to the Business & Professions Code § 17200, Plaintiffs are not entitled to an award of damages.

TWELFTH DEFENSE

12. Plaintiffs' claims are barred in whole or in part because of Safelite's compliance with all applicable laws, statutes, and regulations, which constitutes a safe harbor to any claim under California Business & Professions Code Sections 17200, *et seq.*

THIRTEENTH DEFENSE

13. Plaintiffs are unable to state a cause of action against Safelite because Plaintiffs consented to any and all actions allegedly taken by Safelite.

FOURTEENTH DEFENSE

14. Plaintiffs' purported causes of action in the Complaint fail to state facts sufficient to entitle Plaintiffs to an award of attorneys' fees in any amount.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FIFTEENTH DEFENSE

15. Plaintiffs' Complaint, and each cause of action therein, is barred by the doctrine of unclean hands.

SIXTEENTH DEFENSE

16. Some or all of the purported causes of action in the Complaint are subject to setoff, offset, or recoupment.

SEVENTEENTH DEFENSE

17. An award of penalties in this action would be unreasonable and/or oppressive and would violate Safelite's due process and equal protection rights under the United States Constitution and the California Constitution.

EIGHTEENTH DEFENSE

18. Any violation of the California Labor Code was an act or omission made in good faith, and Safelite had reasonable grounds for believing that the act or omission was not a violation of the Labor Code.

NINETEENTH DEFENSE

19. Plaintiffs' claims are barred in whole or in part by reason of Defendants' compliance with all applicable laws, statutes, and regulations.

TWENTIETH DEFENSE

20. Plaintiffs' claims are barred because the alleged conduct of Defendants was at all times justified, fair, privileged, and undertaken in the good faith exercise of a valid business purpose.

TWENTY-FIRST DEFENSE

21. Plaintiffs' claims are barred to the extent that any award in this action would constitute unjust enrichment.

TWENTY-SECOND DEFENSE

22. Plaintiffs' claims are barred in whole or part to the extent that Plaintiffs seek a multiple recovery for the same alleged wrong or wrongs.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TWENTY-THIRD DEFENSE

23. Plaintiffs’ claims are barred in whole or in part to the extent that Plaintiffs failed to mitigate, minimize, or avoid the damages alleged in the Complaint.

TWENTY-FOURTH DEFENSE

24. Safelite authorized and permitted Plaintiffs to take all rest breaks required by law, provided Plaintiffs the opportunity to take all meal periods required by law, and breached no duty owed to Plaintiffs with respect thereto.

TWENTY-FIFTH DEFENSE

25. This case is not appropriate for a collective or class action because Plaintiffs are not similarly situated to other members of the purported class.

TWENTY-SIXTH DEFENSE

26. Plaintiffs’ claims are barred, in whole or in part, because Plaintiffs did not comply substantially with all the directions of Safelite concerning the service for which Plaintiffs were engaged pursuant to Cal. Labor Code § 2856.

TWENTY-SEVENTH DEFENSE

27. The Complaint, and each purported cause of action in the Complaint, is barred in whole or in part, by the doctrine of release, including but not limited to the release of claims in the class action titled *Yadir Ontiveros v. Safelite Fulfillment, Inc.*, Case No. CV-15-7118-DMG (ROAx) (C.D. Cal.) (Order and Final Judgment Granting Final Approval of Class Action Settlement filed September 20, 2019).

TWENTY-EIGHTH DEFENSE

28. Plaintiffs’ claims are barred, in whole or in part, because if Plaintiffs suffered or sustained any damage, injury, or detriment as alleged in the Complaint, such injury was caused by Plaintiffs’ own conduct.

TWENTY-NINTH DEFENSE

29. Safelite’s conduct is not the sole and proximate cause of the alleged damages and losses, if any. Any damages awarded to Plaintiffs must be apportioned according to the respective fault and legal responsibility of all parties, persons, and entities or their agents,

1 servants, and employees who contributed to and/or caused the alleged damages, if any,
2 according to the proof presented at the time of trial.

3 **THIRTIETH DEFENSE**

4 30. Safelite is not liable for unfair business practices under California Business and
5 Professions Code Section 17200 *et seq.* because the benefits of Safelite's practices to Plaintiffs
6 and members of the class outweigh whatever particular harm or impact the practices allegedly
7 caused them.

8 **THIRTY-FIRST DEFENSE**

9 31. Safelite is not liable for violation of unfair business practices pursuant to
10 California Business and Professions Code Section 17200 *et seq.* because its business practices
11 were not unfair, not deceptive, and not likely to mislead anyone.

12 **THIRTY-SECOND DEFENSE**

13 32. Plaintiffs' claims are barred in whole or in part due to Plaintiffs' failure to
14 meet the burden of demonstrating a nexus between Safelite's alleged acts, conduct, or
15 statements and any impact on the general public that Plaintiffs purport to represent.

16 **THIRTY-THIRD DEFENSE**

17 33. The relief requested by Plaintiffs pursuant to California Business and Professions
18 Code Section 17200 *et seq.* should be denied because Plaintiffs have an adequate remedy at
19 law.

20 **THIRTY-FOURTH DEFENSE**

21 34. Plaintiffs lack standing to sue on behalf of the purported class of others
22 similarly situated with respect to the claimed injuries, or otherwise.

23 **THIRTY-FIFTH DEFENSE**

24 35. The Complaint fails to state a claim for penalties under the California Labor
25 Code in that (1) there was and is a bona fide, good faith dispute as to Safelite's obligations
26 under any applicable Labor Code provisions; and (2) Safelite did not willfully fail to pay any
27 wages.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THIRTY-SIXTH DEFENSE

36. Safelite alleges that the Complaint and each cause of action set forth therein fails to state a claim for declaratory and injunctive relief, fails to properly state a claim upon which prejudgment interest may be awarded, and further fails to state a claim for an award of liquidated damages, costs or attorneys’ fees under applicable California law.

THIRTY-SEVENTH DEFENSE

37. Safelite alleges that any unlawful or other wrongful acts of any person(s) employed by Safelite were outside the scope of his or her authority and such acts, if any, were not authorized, ratified, or condoned by Safelite, nor did Safelite know or have reason to be aware of such alleged conduct.

THIRTY-EIGHTH DEFENSE

38. To the extent Plaintiffs incurred any expenses for which they seek reimbursement, the reimbursement claims fails because such expenses were not reasonable or necessary to the performance of their employment.

THIRTY-NINTH DEFENSE

39. Plaintiffs’ reimbursement claims fail because Safelite has a process in place to request reimbursement, but Plaintiffs failed to avail themselves of it.

FORTIETH DEFENSE

40. Plaintiffs’ claims for failure to timely pay wages during employment (Sixth Cause of Action) and failure to keep requisite payroll records (Seventh Cause of Action) are barred because no private right of action exists with regard to these claims.

FORTY-FIRST DEFENSE

41. Some or all of certain hours claimed by Plaintiffs and/or the putative class are not “hours worked” within the meaning of any Order(s) of the California Industrial Welfare Commission and/or under applicable California law, such that compensation need not be paid for those hours.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FORTY-SECOND DEFENSE

42. Some or all of the hours worked by Plaintiffs, and/or the putative class, and claimed unpaid were *de minimis* and do not qualify as compensable hours worked under the California Labor Code and/or any other applicable law.

FORTY-THIRD DEFENSE

43. The Complaint and each purported claim alleged therein are barred in whole or in part because Defendants properly calculated the regular rate for all purposes, including paying overtime, for its California employees during relevant period.

FORTY-FOURTH DEFENSE

44. Plaintiffs' claim for failure to provide accurate itemized wage statements fails because Plaintiffs and/or the putative class did not suffer any injury as a result of any such failures, to the extent they occurred.

FORTY-FIFTH DEFENSE

45. Plaintiffs' claim for failure to provide accurate itemized wage statements fails because any wage statements received by Plaintiffs and/or the putative class accurately reflected the wages they were actually paid.

FORTY-SIXTH DEFENSE

46. Plaintiffs fail, in whole or in part, to state specific facts sufficient to certify a class action. There is no question of a common or general interest or well-defined community of interest among the purported class membership.

FORTY-SEVENTH DEFENSE

47. Plaintiffs have failed to adequately plead the elements necessary for class action treatment, and therefore should be barred from seeking to certify this case as a class action, including without limitation because there are no predominant common questions of law or fact among the purported class representative and the purported class members.

FORTY-EIGHTH DEFENSE

48. Plaintiffs have failed to adequately plead the elements necessary for class treatment, and should therefore be barred from seeking to certify this case as a class action, including without

1 limitation because the proposed class representative does not have claims typical of the purported
2 class members.

3 **FORTY-NINTH DEFENSE**

4 49. The proposed class definitions are defective, in that they fail to provide a reasonable
5 means by which to ascertain the persons who fall within the proposed class definition.

6 **FIFTIETH DEFENSE**

7 50. Plaintiffs' claims are barred in whole or in part to the extent that Defendants,
8 individually and/or severally did not employ them and/or any of the putative class members they
9 seek to represent.

10 **RESERVATION OF RIGHTS**

11 Because the court rules require this Answer at a time when discovery has not been
12 commenced and certain facts have yet to be determined, Defendants expressly and specifically
13 reserves the right to add, supplement, modify or withdraw affirmative defenses after information
14 is gathered during discovery in compliance with the obligations contained in CCP § 128.7.

15
16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, Defendants pray for judgment as follows:

- 18 (1) that Plaintiffs' Complaint be dismissed in its entirety;
- 19 (2) that Plaintiffs take nothing by reason of the Complaint;
- 20 (3) that Defendants be awarded their costs of suit and reasonable attorneys' fees
21 to the extent provided by law; and
- 22 (4) for such other and further relief as the Court may deem just and proper.

23
24 Dated: September 28, 2021

VORYS, SATER, SEYMOUR AND PEASE LLP

25 By: /s/ Christopher M. Lapidus

26 Christopher M. Lapidus

27 Attorneys for Defendants
28 SAFELITE GROUP, INC., SAFELITE
FULFILLMENT, INC., and SAFELITE
GLASS CORPORATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA

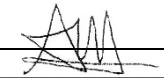
COUNTY OF ORANGE

I, Adriana Miranda, declare:

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 4675 MacArthur Court, Suite 700, Newport Beach, CA 92660.

On September 28, 2021, I served the document(s) described as **DEFENDANTS SAFELITE GROUP, INC., SAFELITE FULFILLMENT, INC., AND SAFELITE GLASS CORPORATION'S ANSWER TO PLAINTIFFS' CLASS ACTION COMPLAINT** on all interested parties in said action by placing a true copy thereof in a sealed envelope addressed as stated on the ATTACHED SERVICE LIST.

- BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Newport Beach, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.
- BY EMAIL SERVICE** as follows: By email or electronic transmission: I sent the document(s) to the person(s) at the email address(es) listed on the service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- BY PERSONAL SERVICE** as follows: I caused a copy of such document(s) to be delivered by hand to the offices of the addressee.
- BY OVERNIGHT COURIER SERVICE** as follows: I caused such envelope to be delivered by overnight courier service via Federal Express to the offices of the addressee. The envelope was deposited in or with a facility regularly maintained by the overnight courier service with delivery fees paid or provided for.
- BY FACSIMILE** as follows: I caused such documents to be transmitted to the fax number of the addressee listed on the attached service list, by use of facsimile machine telephone number. The facsimile machine used complied with California Rules of Court, Rule 2004 and no error was reported by the machine. Pursuant to California Rules of Court, Rule 2006(d), a transmission record of the transmission was printed.
- STATE** I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 28, 2021, at Newport Beach, California.



 Adriana Miranda

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SERVICE LIST
Los Angeles County Superior Court Case No. 21STCV23779
EDMOND ALVAREZ et al. v. SAFELITE GROUP, INC. et al.

Edwin Aiwazian, Esq.
Suzana Solis, Esq.
LAWYERS FOR JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

Attorneys for *Plaintiffs* **EDMOND ALVAREZ** and **THOMAS NEWELL**

Tel: (818) 265-1020
Fax: (919) 265-1021
Email: edwin@calljustice.com
ss@calljustice.com

Via Email service only

EXHIBIT 3

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.

COPY

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Edwin Aiwazian (State Bar No. 232943) LAWYERS FOR JUSTICE, PC 410 West Arden Avenue, Suite 203 Glendale, California 91203 TELEPHONE NO.: (818) 265-1020 FAX NO.: (818) 265-1021 ATTORNEY FOR (Name): Plaintiffs Edmond Alvarez and Thomas Newell	FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles JUN 25 2021 Sherri R. Carter, Executive Officer/Clerk of Court By: Kristina Vargas, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse	CASE NUMBER: 21STCV23779 JUDGE: DEPT:
CASE NAME: Alvarez, et al. vs. Safelite Group, Inc., 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)

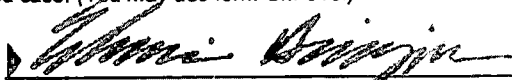
Items 1-6 below must be completed (see instructions on page 2).

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)
---	--	--

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 checked="" type="checkbox"/> Large number of witnesses |
| b. <input checked="" 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 checked="" 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): Ten
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: June 25, 2021
 Edwin Aiwazian


 (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: Alvarez, et al. vs. Safelite Group, Inc., et al.	CASE NUMBER
---	-------------

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

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

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. 2. Permissive filing in central district. 3. Location where cause of action arose. 4. Mandatory personal injury filing in North District. 5. Location where performance required or defendant resides. 6. Location of property or permanently garaged vehicle. | <ul style="list-style-type: none"> 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office. 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
|--|---|

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)		1, 4, 11	
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1, 4, 11	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1, 4, 11	

SHORT TITLE: Alvarez, et al. vs. Safelite Group, Inc., et al.		CASE NUMBER		
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above		
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07) <input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3		
	Civil Rights (08) <input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3		
	Defamation (13) <input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3		
	Fraud (16) <input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3		
	Professional Negligence (25) <input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3		
		1, 2, 3		
	Other (35) <input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3		
Employment	Wrongful Termination (36) <input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3		
	Other Employment (15) <input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10		
Contract	Breach of Contract/ Warranty (06) (not insurance) <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5		
		Collections (09) <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11	
			Insurance Coverage (18) <input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
			Other Contract (37) <input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Real Property	Eminent Domain/Inverse Condemnation (14) <input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____		2, 6
Wrongful Eviction (33) <input type="checkbox"/> A6023 Wrongful Eviction Case		2, 6		
Other Real Property (26) <input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2, 6 2, 6 2, 6		
	Unlawful Detainer	Unlawful Detainer-Commercial (31) <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11	
Unlawful Detainer-Residential (32) <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)		6, 11		
Unlawful Detainer- Post-Foreclosure (34) <input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure		2, 6, 11		
Unlawful Detainer-Drugs (38) <input type="checkbox"/> A6022 Unlawful Detainer-Drugs		2, 6, 11		

**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

Local Rule 2.3

SHORT TITLE: Alvarez, et al. vs. Safelite Group, Inc., et al.	CASE NUMBER
---	-------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above		
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6		
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5		
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2		
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8		
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8		
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3		
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8		
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8		
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8		
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8		
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9		
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8		
	Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8	
		Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8	
		Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment With Damages <input type="checkbox"/> A6123 Workplace Harassment With Damages <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case With Damages <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

Local Rule 2.3

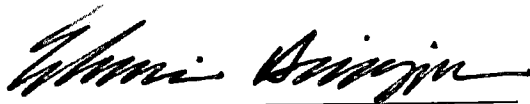
SHORT TITLE: Alvarez, et al. vs. Safelite Group, Inc., et al.	CASE NUMBER
---	-------------

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

REASON: <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input 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:		
CITY:	STATE:	ZIP CODE:	

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

Dated: June 25, 2021


 (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, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the 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 in order 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.

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

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

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUN 25 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By: Kristina Vargas, Deputy

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

SAFELITE GROUP, INC., an unknown business entity; "Additional Parties Attachment form is attached."

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

EDMOND ALVAREZ, individually, "Additional Parties Attachment form is attached."

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):

Superior Court of the State of California for the County of Los Angeles
Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso)

21STCV23779

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):
Edwin Aiwasian; 410 West Arden Avenue, Suite 203, Glendale, California 91203; (818) 265-1020

DATE: JUN 25 2021
(Fecha)

SHERRI R. CARTER

Clerk, by
(Secretario)

Kristina Vargas

Deputy
(Adjunta)

(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):

3. on behalf of (specify): SAFELITE FULFILLMENT, INC.,
an unknown business entity

- 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):

(SEAL)

RECEIVED
JUN 25 2021
Filing Window

SUM-200(A)

SHORT TITLE: Alvarez, et al. vs. Safelite Group, Inc., et al.	CASE NUMBER:
--	--------------

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff
 Defendant
 Cross-Complainant
 Cross-Defendant

and on behalf of other members of the general public similarly situated; THOMAS NEWELL, individually, and on behalf of other members of the general public similarly situated

SUM-200(A)

SHORT TITLE: Alvarez, et al. vs. Safelite Group, Inc., et al.	CASE NUMBER:
--	--------------

INSTRUCTIONS FOR USE

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff
 Defendant
 Cross-Complainant
 Cross-Defendant

SAFELITE FULFILLMENT, INC., an unknown business entity; SAFELITE GLASS CORPORATION, an unknown business entity; and DOES 1 through 100, inclusive,

COPY

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY: Edwin Aiwasian LAWYERS for JUSTICE, PC 410 West Arden Avenue, Suite 203 Glendale, California 91203		STATE BAR NUMBER: 232943	<i>Reserved for Clerk's File Stamp</i> RECORDED COPY ORIGINAL FILED Superior Court of California County of Los Angeles JUL - 9 2021 Sherri R. Carter, Executive Officer/Clerk By: Maria G. Concepcion, Deputy
ATTORNEY FOR (Name): Plaintiff			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS: 111 North Hill Street, Los Angeles, CA 90012			
PLAINTIFF/PETITIONER: Edmond Alvarez & Thomas Newell			
DEFENDANT/RESPONDENT: Safelite Group, Inc., et al.			
PEREMPTORY CHALLENGE TO JUDICIAL OFFICER (Code Civ. Proc., § 170.6)			CASE NUMBER: 21STCV23779

Name of Judicial Officer: (PRINT) Honorable Ann I. Jones	Dept. Number: SSC11
<input checked="" type="checkbox"/> Judge <input type="checkbox"/> Commissioner <input type="checkbox"/> Referee	

I am a party (or attorney for a party) to this action or special proceeding. The judicial officer named above, before whom the trial of, or a hearing in, this case is pending, or to whom it has been assigned, is prejudiced against the party (or his or her attorney) or the interest of the party (or his or her attorney), so that declarant cannot, or believes that he or she cannot, have a fair and impartial trial or hearing before the judicial officer.

DECLARATION

I declare under penalty of perjury, under the laws of the State of California, that the information entered on this form is true and correct.

Filed on behalf of: Edmond Alvarez, et al.
Name of Party

- Plaintiff/Petitioner
 Cross Complainant
 Defendant/Respondent
 Cross Defendant
 Other: _____

Dated: July 9, 2021

Edwin Aiwasian
Signature of Declarant

Edwin Aiwasian
Printed Name

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 11

21STCV23779

EDMOND ALVAREZ, et al. vs SAFELITE GROUP, INC., et al.

July 12, 2021

11:55 AM

Judge: Honorable Ann I. Jones
Judicial Assistant: I. Arellanes
Courtroom Assistant: C. Concepcion

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order Re. Peremptory Challenge to Judicial Officer
(Code Civ. Proc, 170.6);

The Court reviews the Peremptory Challenge filed by Thomas Newell (Plaintiff) and Edmond Alvarez (Plaintiff) on 07/09/2021 pursuant to Code of Civil Procedure section 170.6 and finds that it was timely filed, in proper format, and is accepted.

Good cause appearing and on order of the Court, the above matter is reassigned at the direction of the Supervising Judge to Judge William F. Highberger in Department 10 at the Spring Street Courthouse for all further proceedings.

Counsel for Plaintiff is to give notice.

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 07/12/2021
PLAINTIFF/PETITIONER: Edmond Alvarez et al	Sherri R. Carter, Executive Officer / Clerk of Court By: <u>I. Arellanes</u> Deputy
DEFENDANT/RESPONDENT: Safelite Group, Inc. et al	
CERTIFICATE OF MAILING	CASE NUMBER: 21STCV23779

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. Peremptory Challenge to Judicial Officer (Cod...) of 07/12/2021 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.

Edwin Aiwazian
LAWYERS for JUSTICE, PC
410 West Arden Avenue
Suite 203
Glendale, CA 91203

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 07/12/2021

By: I. Arellanes
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 10

21STCV23779

EDMOND ALVAREZ, et al. vs SAFELITE GROUP, INC., et al.

August 17, 2021

10:05 AM

Judge: Honorable William F. Highberger

Judicial Assistant: J. Aguayo

Courtroom Assistant: R. Sanchez

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order Re: Initial Status Conference

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 randomly assigned this case to this department for all purposes.

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 11/03/2021 at 01:30 PM in this department. At least 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. The Initial Status Conference 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 Complaint. Nothing in this order stays the time for filing an Affidavit of Prejudice pursuant to Code of Civil Procedure Section 170.6.

Counsel are directed to access the following link for information on procedures in the Complex litigation Program courtrooms: <http://www.lacourt.org/division/civil/CI0037.aspx>

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.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 10

21STCV23779

EDMOND ALVAREZ, et al. vs SAFELITE GROUP, INC., et al.

August 17, 2021

10:05 AM

Judge: Honorable William F. Highberger

Judicial Assistant: J. Aguayo

Courtroom Assistant: R. Sanchez

CSR: None

ERM: None

Deputy Sheriff: None

All such fees are ordered to be paid to Los Angeles Superior Court, within 10 days of service of this order.

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 7 days of service.

Notwithstanding the foregoing plaintiff in a wage-and-hour class action may file an Amended Complaint to add a PAGA claim during the pendency of this stay.

Please disregard any mention of attached Initial Status Conference Order. Department 10 does not issue a separate Initial Status Conference Order. This minute order is the Court's Initial Status Conference Order.

Please note the Court has changed its order as to the timing of the selection by the parties of a third-party cloud service. Due to the pandemic and the urgent need to avoid court appearances, the parties **MUST** sign up with the service at least ten court days in advance of the Initial Status Conference. See Section 15.

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 possible, on a case management plan. To this end, counsel must file a Joint Initial Status Conference Class Action Response Statement five (5) court days before the Initial Status Conference. The Joint Response Statement must be filed on line-numbered pleading paper and must specifically answer each of the below-numbered questions. Do not the use the Judicial Council Form CM-110 (Case Management Statement) for this purpose.

1. PARTIES, COUNSEL AND ISSUES: Please list all presently-named class representatives and presently-named defendants, together with all counsel of record, including counsel's contact and email information. Provide a short summary of plaintiff's causes of actions and contentions and, if possible, defendant's defenses.

2. POTENTIAL ADDITIONAL PARTIES: Does any plaintiff presently intend to add more class representatives? If so, and if known, by what date and by what name? Does any plaintiff presently intend to name more defendants? If so, and if known, by what date and by what name? Does any appearing defendant presently intend to file a cross-complaint? If so, who will be named.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 10

21STCV23779

EDMOND ALVAREZ, et al. vs SAFELITE GROUP, INC., et al.

August 17, 2021

10:05 AM

Judge: Honorable William F. Highberger

Judicial Assistant: J. Aguayo

Courtroom Assistant: R. Sanchez

CSR: None

ERM: None

Deputy Sheriff: None

3. IMPROPERLY NAMED DEFENDANT(S): If the complaint names the wrong person or entity, please explain.

4. ADEQUACY OF PROPOSED CLASS REPRESENTATIVE(S): If any party believes one or more named plaintiffs might not be an adequate class representative, please explain. No prejudice will attach to these responses.

5. ESTIMATED CLASS SIZE: Please discuss and indicate the estimated class size.

6. OTHER ACTIONS WITH OVERLAPPING CLASS DEFINITIONS: Please list other cases with overlapping class definitions. Please identify the court, the short caption title, the docket number, and the case status.

7. POTENTIALLY RELEVANT ARBITRATION AND/OR CLASS ACTION WAIVER CLAUSES: Please include a sample of any clause of this sort. Opposing parties must summarize their views on this issue.

8. POTENTIAL EARLY CRUCIAL MOTIONS: Opposing counsel are to identify and describe the significant core issues in the case. Counsel then are to identify efficient ways to resolve those issues. The vehicles include: • Early motions in limine, • Early motions about particular jury instructions, • Demurrers, • Motions to strike, • Motions for judgment on the pleadings, and • Motions for summary judgment and summary adjudication.

9. CLASS CONTACT INFORMATION: Does plaintiff need class contact information from the defendant's records? If so, do the parties consent to an "opt-out" notice process (as approved in *Belaire-West Landscape, Inc. v. Superior Court* (2007) 149 Cal.App.4th 554, 561) to precede defense delivery of this information to plaintiff's counsel? If the parties agree on the notice process, who should pay for it? Should there be a third-party administrator?

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

11. DISCOVERY: Please discuss discovery. Do the parties agree on a plan? If not, can the parties negotiate a compromise? At minimum, please summarize each side's views on discovery. The Court generally allows discovery on matters relevant to class certification, which (depending on circumstances) may include factual issues also touching the merits. The Court generally does not permit extensive or expensive discovery relevant only to the merits (for example, detailed

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 10

21STCV23779

EDMOND ALVAREZ, et al. vs SAFELITE GROUP, INC., et al.

August 17, 2021

10:05 AM

Judge: Honorable William F. Highberger

Judicial Assistant: J. Aguayo

Courtroom Assistant: R. Sanchez

CSR: None

ERM: None

Deputy Sheriff: None

damages discovery) unless a persuasive showing establishes early need. If any party seeks discovery from absent class members, please estimate how many, and also state the kind of discovery you propose.

12. INSURANCE COVERAGE: Please state if there is insurance for indemnity or reimbursement.

13. ALTERNATIVE DISPUTE RESOLUTION: Please discuss ADR and state each party's position about it. If pertinent, how can the Court help identify the correct neutral and prepare the case for a successful settlement negotiation?

14. TIMELINE FOR CASE MANAGEMENT: Please recommend dates and times for the following:

- The next status conference, if a status conference is needed. The Court does not schedule status conferences for "routine" cases. The normal procedure is the Court will give a deadline for the motion for class certification with a non-appearance hearing set a few court days after the deadline;
- A schedule for alternative dispute resolution, if it is relevant;
- A filing deadline for the motion for class certification; and
- Filing deadlines and descriptions for other anticipated non-discovery motions.

15. ELECTRONIC SERVICE OF PAPERS: For efficiency the complex program requires the parties in every new case to use a third-party cloud service (also known as an e-service provider). The parties must sign up with the provider at least ten court days in advance of the initial status conference and advise the Court, via email to sscdept10@lacourt.org, which provider was selected.

16. REMINDER WHEN SEEKING TO DISMISS OR TO OBTAIN SETTLEMENT APPROVAL: "A dismissal of an entire class action, or of any party or cause of action in a class action, requires Court approval . . . Requests for dismissal must be accompanied by a declaration setting forth the facts on which the party relies. The declaration must clearly state whether consideration, direct or indirect, is being given for the dismissal and must describe the consideration in detail." If the parties have settled the class action, that too will require judicial approval based on a noticed motion (although it may be possible to shorten time by consent for good cause shown).

17. STAY OF PROCEEDINGS. Pending further order of this Court, and except as otherwise provided in this Initial Status Conference Order, these proceedings are stayed in their entirety.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 10

21STCV23779

EDMOND ALVAREZ, et al. vs SAFELITE GROUP, INC., et al.

August 17, 2021

10:05 AM

Judge: Honorable William F. Highberger
Judicial Assistant: J. Aguayo
Courtroom Assistant: R. Sanchez

CSR: None
ERM: None
Deputy Sheriff: None

This stay shall preclude the filing of any answer, demurrer, motion to strike, or motions challenging the jurisdiction of the Court. However, any defendant may file a Notice of Appearance for purposes of identification of counsel and preparation of a service list. The filing of such a Notice of Appearance shall be without prejudice to any challenge to the jurisdiction of the Court, substantive or procedural challenges to the Complaint, without prejudice to any affirmative defense, and without prejudice to the filing of any cross-complaint in this action. This stay is issued to assist the Court and the parties in managing this "complex" case through the development of an orderly schedule for briefing and hearings on procedural and substantive challenges to the complaint and other issues that may assist in the orderly management of these cases. This stay shall not preclude the parties from informally exchanging documents that may assist in their initial evaluation of the issues presented in this case, however shall stay all outstanding discovery requests.

18. SERVICE OF THIS ORDER. Plaintiff's counsel is directed to serve a copy of this Initial Status Conference Order on counsel for all parties, or if counsel has not been identified, on all parties, within five (5) days of service of this order. If any defendant has not been served in this action, service is to be completed within twenty (20) days of the date of this order.

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 08/17/2021
PLAINTIFF/PETITIONER: Edmond Alvarez et al		Sherril R. Carter, Executive Officer / Clerk of Court By: <u>J. Aguayo</u> Deputy
DEFENDANT/RESPONDENT: Safelite Group, Inc. et al		
CERTIFICATE OF MAILING		CASE NUMBER: 21STCV23779

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: Initial Status Conference) of 08/17/2021 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.

Edwin Aiwarzian
LAWYERS for JUSTICE, PC
410 West Arden Avenue
Suite 203
Glendale, CA 91203

Sherril R. Carter, Executive Officer / Clerk of Court

Dated: 08/17/2021

By: J. Aguayo
Deputy Clerk

ORIGINAL

1 Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
2 Daniel J. Kramer (SBN 314625)
Aram Boyadjian (SBN 334009)
3 **LAWYERS for JUSTICE, PC**
410 West Arden Avenue, Suite 203
4 Glendale, California 91203
Telephone (818) 265-1020
5 Facsimile (818) 265-1021

FILED
Superior Court of California
County of Los Angeles

AUG 26 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By S. DREW Deputy

Attorneys For Plaintiffs

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

12 EDMOND ALVAREZ, individually, and on
13 behalf of other members of the general public
similarly situated; THOMAS NEWELL,
14 individually, and on behalf of other members
of the general public similarly situated

Case No.: 21STCV23779
Hon. William F. Highberger
Department 10

15 **Plaintiffs,**

CLASS ACTION

16 vs.

PROOF OF SERVICE

17 SAFELITE GROUP, INC., an unknown
18 business entity; SAFELITE FULFILLMENT,
INC., an unknown business entity; SAFELITE
19 GLASS CORPORATION, an unknown
business entity; and DOES 1 through 100,
20 inclusive,

Complaint Filed: June 25, 2021
Jury Trial Date: None Set

21 **Defendants.**

PROOF OF SERVICE

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

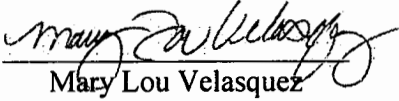
08/30/2021

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STATE

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

Executed on August 24, 2021, at Glendale, California.


Mary Lou Velasquez

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

08/30/2021

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Edwin Aiwazian SBN: 232943 LAWYERS for JUSTICE, PC 410 Arden Ave 203 Glendale, CA 91203 TELEPHONE NO.: (818) 265-1020 FAX NO. (818) 265-1021 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff: Edmond Alvarez, et al:	FOR COURT USE ONLY CASE NUMBER: 21STCV23779 Ref. No. or File No.: 15060
SUPERIOR COURT OF CALIFORNIA - COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse - Central District	
PLAINTIFF: EDMOND ALVAREZ, et al DEFENDANT: SAFELITE GROUP, et al	
PROOF OF SERVICE OF SUMMONS	

(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.
2. I served copies of:
 - a. Summons
 - b. Complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. Cross-complaint
 - f. other (specify documents): **Civil Case Cover Sheet Addendum and Statement of Location; Notice of Case Assignment - Unlimited Civil Case; Peremptory Challenge to Judicial Officer; Minute Order Dated July 12, 2021; Minute Order Dated August 17, 2021; Voluntary Efficient Litigation Stipulations**
3. a. Party served (specify name of party as shown on documents served):
SAFELITE FULFILLMENT, INC., an unknown business 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):
TRUDY DESBIENS - c/o CSC LAWYERS INCORPORATING SERVICE (Registered Agent - Authorized to Accept)
4. Address where the party was served: **2710 GATEWAY OAKS DRIVE - SUITE 150N**
SACRAMENTO, CA 95833
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 (date): **9/1/2021** (2) at (time): **8:20 AM**
 - b. **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3b):
 - (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 of 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 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 of 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 (date): from (city): or a declaration of mailing is attached.
 - (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PETITIONER: EDMOND ALVAREZ, et al	CASE NUMBER:
RESPONDENT: SAFELITE GROUP, et al	21STCV23779

- 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 (date): _____ (2) from (city): _____
- (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): **SAFELITE FULFILLMENT, INC., an unknown business entity** under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: _____ |

7. **Person who served papers**

- a. Name: **Doug Williams - ProLegal Reg#: 2017025418**
- b. Address: **P.O. Box 54846 Los Angeles, CA 90054**
- c. Telephone number: **(888) 722-6878**
- d. The fee for service was: **\$ 185.75**
- e. I am:

- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.: **2019-22**
- (iii) County: **Sacramento**

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

or

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: **9/2/2021**

ProLegal Reg#: 2017025418
P.O. Box 54846
Los Angeles, CA 90054
(888) 722-6878
<http://www.prolegalnetwork.com>



Doug Williams

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

(SIGNATURE)

PROOF OF SERVICE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On September 22, 2021, I served the foregoing document(s) described as: **PROOF OF SERVICE OF SUMMONS** on interested parties in this action by placing a true and correct copy thereof, enclosed in a sealed envelope addressed as follows:

Cory D. Catignani
Christopher M. Lapidus
VORYS, SATER, SEYMOUR AND PEASE LLP
4675 MacArthur Court, Suite 700
Newport Beach, California 92660

Attorneys for Defendants SAFELITE GROUP, INC.; SAFELITE FULFILLMENT, INC. and SAFELITE GLASS CORPORATION

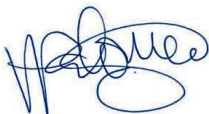
[X] BY U.S. MAIL

As follows: I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. Postal Service on that day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

[X] STATE

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

Executed on September 22, 2021, at Glendale, California.



Valerie Palomo

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Edwin Aiwazian SBN: 232943 LAWYERS for JUSTICE, PC 410 Arden Ave 203 Glendale, CA 91203 TELEPHONE NO.: (818) 265-1020 FAX NO. (818) 265-1021 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff: Edmond Alvarez:	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA - COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse - Central District	
PLAINTIFF: EDMOND ALVAREZ, et al DEFENDANT: SAFELITE GROUP, et al	CASE NUMBER: 21STCV23779
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 15060

(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.

2. I served copies of:

- a. Summons
- b. Complaint
- c. Alternative Dispute Resolution (ADR) package
- d. Civil Case Cover Sheet (served in complex cases only)
- e. Cross-complaint
- f. other (specify documents): Civil Case Cover Sheet Addendum and Statement of Location; Notice of Case Assignment -Unlimited Civil Case; Peremptory Challenge to Judicial Officer; Minute Order Dated July 12, 2021; Minute Order Dated August 17, 2021; Voluntary Efficient Litigation Stipulations

3. a. Party served (specify name of party as shown on documents served):

SAFELITE GROUP, INC., an unknown business 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):

4. Address where the party was served: **7400 SAFELITE WAY
COLUMBUS, OH 43235**

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 (date): (2) at (time):

b. **by substituted service.** On (date): **9/3/2021** at (time): **9:15 AM** I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3b):

TAALIB NOBLE - EMPLOYEE

- (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 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 (date): from (city): or a declaration of mailing is attached.
- (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PETITIONER: EDMOND ALVAREZ, et al	CASE NUMBER:
RESPONDENT: SAFELITE GROUP, et al	21STCV23779

- 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 (date): _____ (2) from (city): _____
- (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): **SAFELITE GROUP, INC., an unknown business entity**
under the following Code of Civil Procedure section:

- | | |
|---|--|
| <input type="checkbox"/> 416.10 (corporation) | <input checked="" type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: **Erika Cremeans - ProLegal Reg#: 2017025418**
- b. Address: **P.O. Box 54846 Los Angeles, CA 90054**
- c. Telephone number: **(888) 722-6878**
- d. The fee for service was: **\$ 265.75**
- e. I am:

- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.:
- (iii) County:

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- or
9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: **9/7/2021**
ProLegal Reg#: 2017025418
P.O. Box 54846
Los Angeles, CA 90054
(888) 722-6878
<http://www.prolegalsnetwork.com>



Erika Cremeans

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

Erika Cremeans

(SIGNATURE)

Attorney or Party without Attorney: Edwin Aiwazian, SBN: 232943 LAWYERS for JUSTICE, PC 410 Arden Ave 203 Glendale, CA 91203 TELEPHONE No.: (818) 265-1020 FAX No. (Optional): (818) 265-1021 Attorney for: Plaintiff: Edmond Alvarez				FOR COURT USE ONLY 	
E-MAIL ADDRESS (Optional):				Ref No. or File No.: 15060	
Insert name of Court, and Judicial District and Branch Court: SUPERIOR COURT OF CALIFORNIA - COUNTY OF LOS ANGELES - Stanley Mosk Courthouse - Central District					
Plaintiff: EDMOND ALVAREZ, et al Defendant: SAFELITE GROUP, et al					
PROOF OF SERVICE BY MAIL		HEARING DATE:	TIME:	DEPT.:	CASE NUMBER: 21STCV23779

1. I am over the age of 18 and not a party to this action. I am employed in the county where the mailing occurred.
2. I served copies of the Summons; Complaint; Alternative Dispute (ADR) package; Civil Case Cover Sheet (served in complex cases only); Civil Case Cover Sheet Addendum and Statement of Location; Notice of Case Assignment - Unlimited Civil Case; Peremptory Challenge to Judicial Officer; Minute Order Dated July 12, 2021; Minute Order Dated August 17, 2021; Voluntary Efficient Litigation Stipulations;
3. By placing a true copy thereof enclosed in a sealed envelope, with First Class postage thereon fully prepaid, in the United States Mail at LOS ANGELES, California, addressed as follows:
 - a. Date of Mailing: September 07, 2021
 - b. Place of Mailing: LOS ANGELES, CA
 - c. Addressed as follows: SAFELITE GROUP, INC., an unknown business entity
 7400 SAFELITE WAY
 COLUMBUS, OH 43235

I am readily familiar with the firm's practice for collection and processing of documents for mailing. Under that practice, it would be deposited within the United States Postal Service, on that same day, with postage thereon fully prepaid at LOS ANGELES, California in the ordinary course of business.

Fee for Service: \$ 265.75
 County:
 Registration:
ProLegal Reg#: 2017025418
P.O. Box 54846
Los Angeles, CA 90054
(888) 722-6878
Ref: 15060



I declare under penalty of perjury under the laws of The State of California that the foregoing information contained in the return of service and statement of service fees is true and correct and that this declaration was executed on **September 07, 2021**.

Signature: _____
Sandra Felix

PROOF OF SERVICE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On September 22, 2021, I served the foregoing document(s) described as: **PROOF OF SERVICE OF SUMMONS** on interested parties in this action by placing a true and correct copy thereof, enclosed in a sealed envelope addressed as follows:

Cory D. Catignani
Christopher M. Lapidus
VORYS, SATER, SEYMOUR AND PEASE LLP
4675 MacArthur Court, Suite 700
Newport Beach, California 92660

Attorneys for Defendants SAFELITE GROUP, INC.; SAFELITE FULFILLMENT, INC. and SAFELITE GLASS CORPORATION

[X] BY U.S. MAIL

As follows: I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. Postal Service on that day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

[X] STATE

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

Executed on September 22, 2021, at Glendale, California.



Valerie Palomo

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Edwin Aiwazian SBN: 232943 LAWYERS for JUSTICE, PC 410 Arden Ave 203 Glendale, CA 91203 TELEPHONE NO.: (818) 265-1020 FAX NO. (818) 265-1021 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff: Edmond Alvarez, et al:	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA - COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse - Central District	
PLAINTIFF: EDMOND ALVAREZ, et al DEFENDANT: SAFELITE GROUP, et al	CASE NUMBER: 21STCV23779
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 15060

(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.
2. I served copies of:
 - a. Summons
 - b. Complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. Cross-complaint
 - f. other (specify documents): **Civil Case Cover Sheet Addendum and Statement of Location; Notice of Case Assignment - Unlimited Civil Case; Peremptory Challenge to Judicial Officer; Minute Order Dated July 12, 2021; Minute Order Dated August 17, 2021; Voluntary Efficient Litigation Stipulations**
3. a. Party served (specify name of party as shown on documents served):
SAFELITE GLASS CORPORATION, an unknown business enttiy
 - 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):
TRUDY DESBIENS - c/o CSC LAWYERS INCORPORATING SERVICE (Registered Agent - Authorized to Accept)
4. Address where the party was served: **2710 GATEWAY OAKS DRIVE - SUITE 150N
SACRAMENTO, CA 95833**
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 (date): **9/1/2021** (2) at (time): **8:20 PM**
 - b. **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3b):
 - (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 of 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 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 of 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 (date): from (city): or a declaration of mailing is attached.
 - (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PETITIONER: EDMOND ALVAREZ, et al	CASE NUMBER:
RESPONDENT: SAFELITE GROUP, et al	21STCV23779

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 (date): _____ (2) from (city): _____

(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): **SAFELITE GLASS CORPORATION, an unknown business entity**

under the following Code of Civil Procedure section:

416.10 (corporation)

416.20 (defunct corporation)

416.30 (joint stock company/association)

416.40 (association or partnership)

416.50 (public entity)

415.95 (business organization, form unknown)

416.60 (minor)

416.70 (ward or conservatee)

416.90 (authorized person)

415.46 (occupant)

other:

7. **Person who served papers**

a. Name: **Doug Williams - ProLegal Reg#: 2017025418**

b. Address: **P.O. Box 54846 Los Angeles, CA 90054**

c. Telephone number: **(888) 722-6878**

d. The fee for service was: **\$ 115.75**

e. I am:

(1) not a registered California process server.

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

(3) registered California process server:

(i) owner employee

independent contractor.

(ii) Registration No.: **2019-22**

(iii) County: **Sacramento**

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

or

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: **9/2/2021**

ProLegal Reg#: **2017025418**

P.O. Box **54846**

Los Angeles, CA **90054**

(888) **722-6878**

<http://www.prolegalnetwork.com>



Doug Williams

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

(SIGNATURE)

PROOF OF SERVICE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On September 22, 2021, I served the foregoing document(s) described as: **PROOF OF SERVICE OF SUMMONS** on interested parties in this action by placing a true and correct copy thereof, enclosed in a sealed envelope addressed as follows:

Cory D. Catignani
Christopher M. Lapidus
VORYS, SATER, SEYMOUR AND PEASE LLP
4675 MacArthur Court, Suite 700
Newport Beach, California 92660

Attorneys for Defendants SAFELITE GROUP, INC.; SAFELITE FULFILLMENT, INC. and SAFELITE GLASS CORPORATION

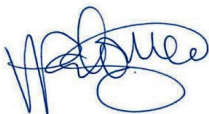
[X] BY U.S. MAIL

As follows: I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. Postal Service on that day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

[X] STATE

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

Executed on September 22, 2021, at Glendale, California.



Valerie Palomo

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203



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 and 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 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 patricia@adrservices.com (310) 201-0010 (Ext. 261)
- JAMS, Inc. Senior Case Manager mbinder@jamsadr.com (310) 309-6204
- Mediation Center of Los Angeles (MCLA) Program Manager info@mediationLA.org (833) 476-9145
 - Only MCLA provides mediation in person, by phone and by videoconference.

These organizations cannot accept every case and they may decline cases at their discretion.

Visit www.lacourt.org/ADR.Res.List for important information and FAQs before contacting them.

NOTE: This program does not accept family law, probate, or small claims cases.

b. Los Angeles County Dispute Resolution Programs

<https://wdacs.lacounty.gov/programs/drp/>

- Small claims, unlawful detainers (evictions) and, at the Spring Street Courthouse, limited civil:
 - Free, day-of-trial mediations at the courthouse. No appointment needed.
 - Free or low-cost mediations before the day of trial.
 - For free or low-cost Online Dispute Resolution (ODR) by phone or computer before the day of trial visit

<http://www.lacourt.org/division/smallclaims/pdf/OnlineDisouteResolutionFlyer-EngSpan.pdf>

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 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/CI0047.aspx>

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

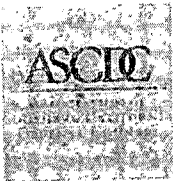


Los Angeles County
Bar Association
Litigation Section

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 ◆

LACIV 230 (NEW)
LASC Approved 4-11
For Optional Use

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

SHOW TITLE	CASE NUMBER
------------	-------------

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".
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
-------------	-------------

- 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:
--------------	--------------

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:			
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.

LACIV 094 (new)
LASC Approved 04/11
For Optional Use

INFORMAL DISCOVERY CONFERENCE
(pursuant to the Discovery Resolution Stipulation of the parties)

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
-------------	-------------

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: _____

JUDICIAL OFFICER



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 and 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 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 patricia@adrservices.com (310) 201-0010 (Ext. 261)
- JAMS, Inc. Senior Case Manager mbinder@jamsadr.com (310) 309-6204
- Mediation Center of Los Angeles (MCLA) Program Manager info@mediationLA.org (833) 476-9145
 - Only MCLA provides mediation in person, by phone and by videoconference.

These organizations cannot accept every case and they may decline cases at their discretion.

Visit www.lacourt.org/ADR.Res.List for important information and FAQs before contacting them.

NOTE: This program does not accept family law, probate, or small claims cases.

b. Los Angeles County Dispute Resolution Programs

<https://wdacs.lacounty.gov/programs/drp/>

- Small claims, unlawful detainers (evictions) and, at the Spring Street Courthouse, limited civil:
 - Free, day-of-trial mediations at the courthouse. No appointment needed.
 - Free or low-cost mediations before the day of trial.
 - For free or low-cost Online Dispute Resolution (ODR) by phone or computer before the day of trial visit

<http://www.lacourt.org/division/smallclaims/pdf/OnlineDisputeResolutionFlyer-EngSpan.pdf>

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 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/CI0047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/CI0109.aspx>
 For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

1 VORYS, SATER, SEYMOUR AND PEASE LLP
Cory D. Catignani (SBN 332551)
2 *cdcatignani@vorys.com*
Christopher M. Lapidus (SBN 316005)
3 *cmlapidus@vorys.com*
4675 MacArthur Court
4 Suite 700
Newport Beach, California 92660
5 Telephone: (949) 526-7900
Facsimile: (949) 526-7901
6

Attorneys for Defendants
7 SAFELITE GROUP, INC., SAFELITE
FULFILLMENT, INC., and SAFELITE
8 GLASS CORPORATION

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 EDMOND ALVAREZ, individually, and on
behalf of other members of the general public
13 similarly situated; THOMAS NEWELL,
individually, and on behalf of other members of
14 the general public similarly situated

15 Plaintiffs,

16 v.

17 SAFELITE GROUP, INC., an unknown
business entity; SAFELITE FULFILLMENT,
18 INC., an unknown business entity; SAFELITE
GLASS CORPORATION, an unknown
19 business entity, and DOES 1 through 100,
inclusive,
20

21 Defendants.

Case No. 21STCV23779

**DEFENDANTS' NOTICE TO
SUPERIOR COURT RE: REMOVAL**

Action Filed: June 25, 2021

1 **THE HONORABLE JUDGES AND CLERK OF THE SUPERIOR COURT OF**
2 **THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, AND TO PLAINTIFFS**
3 **AND THEIR ATTORNEYS OF RECORD:**

4 **PLEASE TAKE NOTICE** that Defendants Safelite Group, Inc., Safelite Fulfillment,
5 Inc., and Safelite Glass Corporation¹ (collectively, "Defendants"), have filed a Notice of
6 Removal of this case in the United States District Court for the Central District of California
7 pursuant to 28 U.S.C. §§ 1332, 1441 and 1446. A true and correct copy of the Notice of Removal
8 (without Exhibits) is attached hereto as Exhibit A and incorporated herein by reference.

9 **PLEASE TAKE FURTHER NOTICE** that, pursuant to 28 U.S.C. § 1446, the filing
10 of the Notice of Removal in the United States District Court, together with the filing of this
11 Notice with the Clerk of this Court, effects the removal of this action to the United States
12 District Court, and this Court need not proceed further unless and until the case is remanded.
13 (*See* 28 U.S.C. § 1446(d).)

14
15 DATED: October 1, 2021

VORYS, SATER, SEYMOUR AND
PEASE LLP

16
17
18 By: /s/ Christopher M. Lapidus
19 Christopher M. Lapidus
20 Attorneys for Defendants
21 SAFELITE GROUP, INC.,
22 SAFELITE FULFILLMENT, INC.,
23 and SAFELITE GLASS
24 CORPORATION
25

26
27 ¹ As set forth in Defendants' Answer, Defendants Safelite Group, Inc. and Safelite Glass Corporation are not proper
28 defendants in this case. Neither entity employed Plaintiffs or any other employees in the state of California.

PROOF OF SERVICE

1
2 **STATE OF CALIFORNIA**)
3 **COUNTY OF ORANGE**) **ss.**

4 I, Adriana Miranda, declare:

5 I am employed in the County of Orange, State of California. I am over the age of 18 and not a
6 party to the within action. My business address is 4675 MacArthur Court, Suite 700, Newport
Beach, CA 92660.

7 On October 1, 2021, I served the document(s) described as **DEFENDANTS' NOTICE TO**
8 **SUPERIOR COURT RE: REMOVAL** on all interested parties in said action by placing a
9 true copy thereof in a sealed envelope addressed as stated on the **ATTACHED SERVICE**
LIST.

10 **BY MAIL:** I am "readily familiar" with the firm's practice of collection and
11 processing correspondence for mailing. Under that practice it would be deposited
12 with the U.S. Postal Service on that same day with postage thereon fully prepaid at
13 Newport Beach, California, in the ordinary course of business. I am aware that on
motion of party served, service is presumed invalid if postal cancellation date or
postage meter date is more than one (1) day after date of deposit for mailing in
affidavit.

14 **BY EMAIL SERVICE** as follows: By email or electronic transmission: I sent the
15 document(s) to the person(s) at the email address(es) listed on the service list. I did
16 not receive, within a reasonable time after the transmission, any electronic message
or other indication that the transmission was unsuccessful.

17 **BY PERSONAL SERVICE** as follows: I caused a copy of such document(s) to
be delivered by hand to the offices of the addressee.

18 **BY OVERNIGHT COURIER SERVICE** as follows: I caused such envelope to
19 be delivered by overnight courier service via Federal Express to the offices of the
20 addressee. The envelope was deposited in or with a facility regularly maintained
by the overnight courier service with delivery fees paid or provided for.

21 **BY FACSIMILE** as follows: I caused such documents to be transmitted to the fax
22 number of the addressee listed on the attached service list, by use of facsimile
23 machine telephone number. The facsimile machine used complied with California
Rules of Court, Rule 2004 and no error was reported by the machine. Pursuant to
California Rules of Court, Rule 2006(d), a transmission record of the transmission
was printed.

24 **STATE** I declare under penalty of perjury under the laws of the State of
25 California that the above is true and correct. Executed on October 1, 2021, at
Newport Beach, California.

26
27 
Adriana Miranda

SERVICE LIST

**Los Angeles County Superior Court Case No. 21STCV23779
EDMOND ALVAREZ et al. v. SAFELITE GROUP, INC. et al.**

Edwin Aiwazian, Esq.
Suzana Solis, Esq.
LAWYERS FOR JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

Attorneys for *Plaintiffs* **EDMOND
ALVAREZ** and **THOMAS NEWELL**

Tel: (818) 265-1020
Fax: (919) 265-1021
Email: edwin@calljustice.com
ss@calljustice.com
cc: aram@calljustice.com
daniel@calljustice.com
marylou@calljustice.com

Via Email and U.S. mail

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 4

VORYS, SATER, SEYMOUR AND PEASE LLP
Cory D. Catignani (SBN 332551)
cdcatignani@vorys.com
Christopher M. Lapidus (SBN 316005)
cmlapidus@vorys.com
4675 MacArthur Court
Suite 700
Newport Beach, California 92660
Telephone: (949) 526-7900
Facsimile: (949) 526-7901

Attorneys for Defendants
SAFELITE GROUP, INC.,
SAFELITE FULFILLMENT, INC., and
SAFELITE GLASS CORPORATION

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

EDMOND ALVAREZ, individually, and on behalf of other members of the general public similarly situated; THOMAS NEWELL, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

v.

SAFELITE GROUP, INC., an unknown business entity; SAFELITE FULFILLMENT, INC., an unknown business entity; SAFELITE GLASS CORPORATION, an unknown business entity, and DOES 1 through 100, inclusive,

Defendants.

Case No.

Los Angeles Superior Court Case No. 21STCV23779

**DECLARATION OF TROY HANNUM
IN SUPPORT OF REMOVAL**

Action Filed: June 25, 2021

I, Troy Hannum, being first duly cautioned and sworn and competent to testify about the matters contained herein, hereby declare and state as follows upon personal knowledge and information:

1. I am over the age of 18 and competent to make this declaration.
2. I am a Senior Manager, Payroll, for Defendant Safelite Fulfillment, Inc. ("Safelite").

DECLARATION OF TROY HANNUM

- 1 3. Safelite is a Delaware corporation with its principal place of business at 7400 Safelite
2 Way, Columbus, OH 43235.
- 3 4. As a Senior Manager, Payroll, I regularly work with Safelite's Human Resources
4 software and electronic employee records. I am familiar with Safelite's human
5 resources recordkeeping practices. Safelite regularly maintains records of its
6 employees' employment, payroll, and compensation history in the ordinary course of its
7 business.
- 8 5. I have reviewed the Company's records relating to Plaintiffs Edmond Alvarez and
9 Thomas Newell, and the proposed class of all non-exempt California Safelite
10 employees from June 25, 2017 to the present.
- 11 6. The records reflect Edmond Alvarez was compensated for a total of 146 shifts with
12 Safelite from June 25, 2017 to the present, averaging 8.32 hours a shift.
- 13 7. The records reflect Thomas Newell was compensated for a total of 865 shifts with
14 Safelite from June 25, 2017 to the present, averaging 8.04 hours a shift.
- 15 8. The records also reflect 1,765 non-exempt employees were so employed during that
16 timeframe, with an average hourly rate of \$20.15. Safelite currently employs 891 non-
17 exempt employees in California, with an average hourly rate of \$21.54.
- 18 9. I have also been provided with and reviewed Safelite's records relating to individuals
19 employed in non-exempt positions in California who were separated from employment
20 from June 25, 2018 through the present. Those records reflect that at least 674 non-
21 exempt employees were separated during that timeframe; those 674 individuals had an
22 average hourly rate of \$19.10 at the time of their termination.
- 23 10. The records reflect that, during the specified time of June 25, 2017 through the present,
24 159,808 wage statements were issued to the proposed class. Safelite pays its associates
25 weekly.
- 26
- 27

DECLARATION OF TROY HANNUM

1 11. Lastly, during the specified time of June 25, 2020 through the present, Safelite
2 employed 1,213 non-exempt employees, and issued 49,585 wage statements to such
3 individuals.

4 I declare under penalty of perjury under the laws of the State of California and the
5 United States of America that the foregoing is true and correct.

6 Executed September 30, 2021, at Columbus, Ohio.

7
8 
9 Troy Hannum

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

DECLARATION OF TROY HANNUM

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleges California Safelite Employees Denied Proper Wages, Breaks](#)
