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Attorney for Defendant
U-Haul International, Inc.

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

| | |
|---|---|
| CHRISTOPHER BARNETT, as an individual and on behalf of all others similarly situated,<br><br>Plaintiff,<br><br>v.<br><br>U-HAUL INTERNATIONAL, INC., a Nevada corporation; and Does 1 through 20, inclusive,<br><br>Defendants. | Case No. 2:25-cv-09893<br><br>**NOTICE OF REMOVAL**<br><br>[Los Angeles County Superior Court Case No. 25STCV27089]<br><br>Complaint Filed: September 15, 2025<br>Complaint Served: September 17, 2025<br>Removal Filed: October 16, 2025 |

**TO THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, AND TO THE CLERK OF THAT COURT:**

**PLEASE TAKE NOTICE** that Defendant U-Haul International, Inc. ("UHI"), pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453, hereby removes the above-captioned action ("Action") from the Superior Court of California, County of Los Angeles, to the United States District Court for the Central District of California.

## I. INTRODUCTION

1. This Action is properly removed to this Court pursuant to 28 U.S.C. § 1441 because this Court has jurisdiction under the Class Action Fairness Act ("CAFA"), codified in part at 28 U.S.C. §§ 1332(d) and 1453, and because it is a proposed class action in which the putative class consists of at least 100 members, there is minimal diversity, and the amount in controversy exceeds $5,000,000, exclusive of interest and costs.

2. As set forth below, jurisdiction within the Central District is proper on the grounds herein described, and the Action is timely and properly removed upon the filing of this Notice.

## II. BACKGROUND

3. On September 15, 2025, Plaintiff Christopher Barnett ("Plaintiff"), purportedly on behalf of himself and all others similarly situated, filed a civil action in the Superior Court of California, County of Los Angeles, entitled *Christopher Barnett v. U-Haul International, Inc.*, Case No. 25STCV27089 (the "Complaint"). A true and correct copy of the Summons and Complaint are attached hereto as Exhibit A.

4. Service was effectuated upon UHI on September 17, 2025. A true and correct copy of the Service of Process Transmittal Summary is attached hereto as Exhibit B. True and correct copies of all documents from the Action received by UHI are attached hereto as Exhibit C.

5. This Notice of Removal is timely because it was filed within thirty days of the date on which service was effectuated—September 17, 2025. *See* 28 U.S.C. § 1446(b); *see also Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 356 (1999) (holding

the thirty-day removal deadline is triggered by actual service of the complaint); *Williams v. Am. Airlines, Inc*., 846 F. App'x 560, 560 (9th Cir. 2021) (quoting *Murphy Bros.*).

6. The Complaint, styled as a class action, purports to bring six causes of action, for: (1) violation of California's Consumer Legal Remedies Act ("CLRA") (Cal. Civ. Code §§ 1750, *et seq*.); (2) violation of California's Unfair Competition Law ("UCL") (Cal. Bus. & Prof. Code §§ 17200, *et seq*.); (3) violation of California's False Advertising Law (Cal. Bus. & Prof. Code §§ 17500, *et seq*.) ("FAL"); (4) intentional misrepresentation (fraud); (5) negligent misrepresentation; and (6) quasi-contract. Plaintiff alleges that UHI deceives consumers and gains an unfair advantage against competitors by charging a "hidden environmental fee" at the end of the checkout process for certain purchases. (Compl. ¶ 3.)

7. Plaintiff claims that when he completed his transactions with UHI he "did not know that the 'environmental fee' was unlawful because of its misleading labeling" and that he was "duped" by UHI's "failure to include the 'environmental fee' in its advertised prices." (*Id*. ¶¶ 25-26.)

8. Plaintiff purports to bring this action on behalf of a putative class of consumers who "purchased goods or services from U-Haul and were charged any fees (excluding mandatory taxes) that were not included in the advertised price." (Compl. ¶ 33.)

9. Nothing in this Notice of Removal should be interpreted as a concession of any of Plaintiff's theories of liability, class allegations, damages, or the like—all of which UHI expressly denies—or a waiver of any of UHI's rights or defenses. UHI reserves the right to supplement and amend this Notice of Removal.

## III. REQUIREMENTS FOR REMOVAL UNDER CAFA

10. Under CAFA, codified in part at 28 U.S.C. § 1332 and 1453, a federal district court shall have original jurisdiction over any putative civil class action in which: (1) there are at least 100 members in all proposed putative classes; (2) "the matter in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs"; and (3) "any member of a class of Plaintiffs is a citizen of a state different from any defendant." *See* 28 U.S.C. § 1332(d)(2), (5). Because this Action meets each of CAFA's requirements, it may

be removed to federal court. *See* 28 U.S.C. § 1441(a) ("[A]ny civil action brought in a State Court of which the district courts of the United States have original jurisdiction, may be removed by the defendant.").

11. The United States Supreme Court clarified the standards for removal under CAFA in 2014. Specifically, in *Dart Cherokee Basin Operating Co. v. Owens*, 574 U.S. 81, 87 (2014), the Supreme Court held that courts must apply the same liberal rules to removal allegations as to other matters of pleading.

12. Furthermore, the *Dart Cherokee* decision held that "no antiremoval presumption attends cases invoking CAFA, which Congress enacted to facilitate adjudication of certain class actions in federal court," adding that "CAFA should be read 'with a strong preference that interstate class actions should be heard in a federal court if properly removed by any defendant.'" *Dart Cherokee*, 574 U.S. 81 at 554.

13. Following *Dart Cherokee*, the Ninth Circuit has directed the district courts to "interpret CAFA's provisions under section 1332 broadly in favor of removal." *Jordan v. Nationstar Mortg. LLC*, 781 F.3d 1178, 1184 (9th Cir. 2015) (emphasis added); *see also Ibarra v. Manheim Invs., Inc.*, 775 F.3d 1193, 1197 (9th Cir. 2015) ("Congress intended CAFA to be interpreted expansively.").

14. In *Bridewell-Sledge v. Blue Cross*, the Ninth Circuit held that under *Dart Cherokee*, a district court errs "in its remand orders [if it applies] a 'strong presumption against removal jurisdiction.'" *Bridewell-Sledge*, 798 F.3d 923, 929 (9th Cir. 2015).

## IV. THE REQUIREMENTS FOR REMOVAL UNDER CAFA ARE SATISFIED

### A. Minimum Diversity Exists

15. Diversity exists for purposes of removal under CAFA where "any member of a class of plaintiffs is a citizen of a State different from any defendant." *See* 28 U.S.C. § 1332(d)(2). "[T]he term 'classmembers' means the persons (named or unnamed) who fall within the definition of the proposed or certified class in a class action." 28 U.S.C. § 1332(d)(1)(D).

16. For purposes of diversity jurisdiction under CAFA, a corporation is deemed to be a citizen of any state in which it has been incorporated and of the state where it has its principal place business. 28 U.S.C. § 1332(c)(1). The "principal place of business" for the purpose of determining diversity subject matter jurisdiction refers to "the place where a corporation's officers direct, control, and coordinate the corporation's activities . . . [I]n practice it should normally be the place where the corporation maintains its headquarters-provided that the headquarters is the actual center of direction, control, and coordination, i.e., the 'nerve center,' and not simply an office where the corporation holds its board meetings." *Hertz Corp. v. Friend*, 559 U.S. 77, 92–93 (2010).

17. At the time Plaintiff commenced this Action, UHI was a Nevada corporation with its principal place of business located in Arizona. (Compl. ¶ 9.)

18. A person is a "citizen" of the state in which he or she is domiciled at the time the lawsuit is filed. *Armstrong v. Church of Scientology Int'l*, 243 F.3d 546, 546 (9th Cir. 2000) (*citing Lew v. Moss*, 797 F.2d 747, 750 (9th Cir. 1986); *Grossman v. FCA US LLC*, No. CV 17-2048 DMG (JPRx), 2017 WL 10581093, *2-3 (C.D. Cal., May 25, 2017) (for removal purposes, alleging citizenship of plaintiff based on plaintiff's state of residence is sufficient).

19. Here, the Complaint alleges that Plaintiff was a resident of California at the time of the commencement of this Action. (Compl. ¶ 7.) Moreover, Plaintiff purports to represent California consumers. (*Id.* ¶ 33.)

20. Accordingly, CAFA's diversity requirement is satisfied because Plaintiff and putative class members are citizens of California, while UHI is a citizen of Nevada and Arizona.

**B. The Number of Putative Class Members Exceeds 100**

21. UHI denies Plaintiff's substantive allegations, the appropriateness of class treatment, and that Plaintiff is entitled to any of the relief sought in the Complaint, and does not waive any defense with respect to any of Plaintiff's claims.

22. According to the Complaint, "Plaintiff is just one of thousands of consumers who were charged an unlawful hidden fee by U-Haul" and "the size of the Class exceeds two hundred thousand (200,000) individuals." (Compl. ¶¶ 5, 36.)

23. Thus, by Plaintiff's own admission the size of the putative class well exceeds 100 members.

**C. The Amount in Controversy Exceeds $5 Million**

24. The Supreme Court clarified in 2014 that a notice of removal need only include a plausible allegation that the amount in controversy exceeds the jurisdictional threshold and need not include evidentiary submissions. *Dart Cherokee*, 574 U.S. at 87 ("Congress, by borrowing the familiar 'short and plain statement' standard from Rule 8(a), intended to 'simplify the "pleading" requirements for removal' and to clarify that courts should 'apply the same liberal rules [to removal allegations] that are applied to other matters of pleading.'"); *see also Ibarra v. Manheim Investments, Inc.*, 775 F.3d 1193, 1195 (9th Cir. 2015) ("[A] removing party must initially file a notice of removal that includes 'a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.'") (*quoting Dart Cherokee*).

25. Thus, a defendant's amount in controversy allegation should be accepted when not contested by a plaintiff or questioned by the court. *Dart Cherokee*, 574 U.S. at 87. If a plaintiff does contest the allegation, both sides must submit proof, and the court will decide, by a preponderance of the evidence, whether the amount in controversy requirement has been satisfied. *Id*. at 88–89; *see also Ehrman v. Cox Commc'ns, Inc.*, 932 F.3d 1223, 1227-28 (9th Cir. 2019) (the pleading "need not contain evidentiary submissions") (*quoting Dart Cherokee*); *Arias v. Residence Inn by Marriott*, 936 F.3d 920, 922 (9th Cir. 2019) (same); *Schwarzer, Tashima, et al.*, California Practice Guide: Federal Civil Procedure Before Trial (2016) § 2:2395, at 2D-30 ("[D]efendant may simply allege in its notice of removal that the jurisdictional threshold has been met and discovery may be taken with regard to that question."); *id*. § 2:3435, at 2D-172 – 173 ("Defendant's notice

of removal 'need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.'").

26. UHI again denies Plaintiff's substantive allegations, the appropriateness of class treatment, and that Plaintiff is entitled to any of the relief sought in the Complaint, and does not waive any defense with respect to any of Plaintiff's claims.

27. Nonetheless, the amount in controversy is determined by accepting Plaintiff's allegations as true. *See Cain v. Hartford Life & Accident Ins. Co*., 890 F. Supp. 2d 1246, 1249 (C.D. Cal. 2012) ("In measuring the amount in controversy, a court must assume that the allegations of the complaint are true."). Further, CAFA's legislative history indicates that even if the Court "is uncertain about whether all matters in controversy in a purported class action do not in the aggregate exceed the sum or value of $5,000,000, the court should err in favor of exercising jurisdiction over the case." Senate Report on the Class Action Fairness Act of 2005 Dates of Consideration and Passage, S. Rep. 109-14; *see also Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 549–50 (2014) ("the amount-in-controversy allegation of a defendant seeking federal court adjudication should be accepted when not contested by the Plaintiffs or questioned by the court.").

28. Here, Plaintiff seeks damages for violations of California's Honest Pricing Law, SB 478 (Compl. ¶ 57, Prayer (¶ 6)), which include liquidated damages in the amount of $1,000 per violation. *See Townsend v. J.B. Hunt Transp. Servs. Inc*., No. 23-55044, 2023 WL 2301438 (9th Cir. Mar. 1, 2023) (holding that the amount-in-controversy threshold in CAFA actions can be satisfied when considering the maximum available statutory damages). Thus, accepting Plaintiffs' allegations as true, the amount of potential damages alone would satisfy the $5,000,000 amount in controversary requirement under CAFA (200,000 people x $1,000 per violation = 200,000,000).

29. Furthermore, Plaintiff does not only pursue compensatory damages, but also seeks restitution, disgorgement, treble damages, exemplary damages, punitive damages, and attorneys' fees. (Compl. at Prayer (¶¶ 1-11); *see also* Compl. ¶ 57.) These amounts increase the amount in controversy even further above $5 million. *See, e.g., Fritsch v.*

*Swift Transportation Co. of Arizona, LLC*, 899 F.3d 785 (9th Cir. 2018) (If the law entitles the plaintiff to future attorneys' fees if the action succeeds, then there is no question that future attorneys' fees are at stake in the litigation, thus, future attorneys' fees should be included in the amount in controversy for purposes of CAFA.).

30. Additionally, given Plaintiff's core theory that the allegedly unlawful fee is a deceptive practice that he seeks to enjoin (Compl. ¶¶ 56, 65, 74, Prayer (¶ 5)), future sales (and, in particular, profits from the fees in issue), further increase the amount in controversy. Certainly, when a "plaintiff seeks injunctive relief; the pecuniary value of such relief is included in the amount in controversy." *Martinez v. Epic Games, Inc.*, No. CV1910878CJCPJWX, 2020 WL 1164951, at *3 (C.D. Cal. Mar. 10, 2020) (citing *Chavez v. JPMorgan Chase & Co.*, 888 F.3d 413, 416 (9th Cir. 2018) ("The amount in controversy may include damages ... and the cost of complying with an injunction") (internal quotation omitted)).

## V. PROCEDURAL COMPLIANCE

### A. This Court is the Proper Venue

31. Removal to this judicial district and division is proper under 28 U.S.C. §§ 1441(a) and 1446(a) because the Los Angeles Superior Court of the State of California is located within the Central District of California.

### B. Defendant's Removal Complies With Statutory Requirements

32. Pursuant to 28 U.S.C. § 1446(a), a copy of all process, pleadings, and orders served upon UHI are attached as <u>Exhibits A-C</u>.

33. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal and all documents in support thereof and concurrently therewith are being filed with the Clerk of the Superior Court for the County of Los Angeles. Written notice of the filing of this Notice of Removal is being served upon counsel for Plaintiff.

34. This Notice of Removal is signed pursuant to Fed.R.Civ.P. 11, as required by 28 U.S.C. § 1446(a).

35. UHI is filing, contemporaneously herewith, a corporate Disclosure Statement and Notice of Interested Parties in compliance with Fed.R.Civ.P. 7.1 and Civil L.R. 7.1-1.

36. No admission of fact, law, or liability is intended by this Notice of Removal, and UHI expressly preserves any and all of its defenses..

37. UHI requests that this Court take jurisdiction of the Action to its conclusion and to final judgment to the exclusion of further proceedings on the claims asserted therein in the state court, in accordance with the law.

## VI. CONCLUSION

U-Haul International, Inc. respectfully submits that the above case now pending in the Los Angeles Superior Court of the State of California be removed therefrom to this Honorable Court.

Dated: October 16, 2025

Respectfully submitted,

*s/ Steven M. Selna*
STEVEN M. SELNA (CA 133409)
Benesch, Friedlander, Coplan & Aronoff LLP

Attorney for Defendant
U-Haul International, Inc.

# EXHIBIT A

SUM-100

# SUMMONS
## *(CITACION JUDICIAL)*

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

**Electronically FILED by Superior Court of California, County of Los Angeles 9/15/2025 1:28 PM David W. Slayton, Executive Officer/Clerk of Court, By J. Covarrubias, Deputy Clerk**

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

U-HAUL INTERNATIONAL, INC., a Nevada corporation; and Does 1 through 20, inclusive

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

CHRISTOPHER BARNETT, as an individual and on behalf of all others similarly situated

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

*¡**AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

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

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

The name and address of the court is:
*(El nombre y dirección de la corte es):*

Stanley Mosk Courthouse, 111 N. Hill St., Los Angeles, CA 90012

CASE NUMBER:
*(Número del Caso):*
25STCV27089

David W. Slayton, Executive Officer/Clerk of Court

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):*
Jack Day, 129 W. Wilson Street, Suite 105, Costa Mesa, California 92627; Tel (949) 650-2827

DATE: 09/15/2025 *(Fecha)* Clerk, by *(Secretario)* J. Covarrubias , Deputy *(Adjunto)*

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

[SEAL]

**NOTICE TO THE PERSON SERVED:** You are served

1. [ ] as an individual defendant.
2. [x] as the person sued under the fictitious name of *(specify)*: Does 1 through 20, inclusive
3. [x] on behalf of *(specify)*: U-HAUL INTERNATIONAL, INC., a Nevada corporation

   under: [x] 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)*:
4. [ ] by personal delivery on *(date)*:

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*Attorneys for Plaintiff*
*Christopher Barnett*

**Electronically FILED by**
**Superior Court of California,**
**County of Los Angeles**
**9/15/2025 1:28 PM**
**David W. Slayton,**
**Executive Officer/Clerk of Court,**
**By J. Covarrubias, Deputy Clerk**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

CHRISTOPHER BARNETT, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

U-HAUL INTERNATIONAL, INC., a Nevada corporation; and Does 1 through 20, inclusive,

Defendants.

Case No.: 25STCV27089

**CLASS ACTION COMPLAINT FOR:**

1. **Violation of the California Consumer Legal Remedies Act (Civ. Code §§ 1750 *et seq.*)**
2. **Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*)**
3. **False Advertising (Bus. & Prof. Code §§ 17500)**
4. **Intentional Misrepresentation (Fraud)**
5. **Negligent Misrepresentation**
6. **Quasi-Contract**

**DEMAND FOR JURY TRIAL**

**UNLIMITED CIVIL CASE**

Plaintiff CHRISTOPHER BARNETT ("Plaintiff"), on behalf of himself and all others similarly situated, hereby brings this Class Action Complaint against Defendants U-HAUL INTERNATIONAL, INC., a Nevada corporation; and Does 1 through 20, inclusive (collectively, "Defendants"), and on information and belief alleges as follows:

**INTRODUCTION**

1. Price transparency is critical for the protection of California's consumers. Yet, in recent years, this fundamental principle has been eroded by businesses using artificially low headline prices to attract consumers only to later disclose additional hidden fees. Recognizing this issue, California enacted Senate Bill 478, known as the "Honest Pricing Law," which amended the California Consumer Legal Remedies Act to prohibit businesses from advertising prices that do not include all required fees or charges that a consumer will actually pay. Put simply, the law ensures that the price you see is the price you pay.

2. U-Haul International, Inc. ("U-Haul") is a renowned moving and storage company. U-Haul advertises goods and services, including trucks and trailers, that consumers can rent via U-Haul's website or from one of U-Haul's many physical locations. Despite the widely-publicized enactment of the Honest Pricing Law, which came into effect on July 1, 2024, U-Haul has opted to ignore the new law and continue to dupe consumers into paying unlawful hidden fees. Specifically, U-Haul advertises its goods and services using artificially low prices that do not include U-Haul's hidden "environmental fee." That fee is only added to a consumer's total at the end of the transaction, when the consumer reaches the checkout stage. U-Haul's practice constitutes a clear example of "drip pricing"—a predatory pricing scheme that is unlawful in California.

3. U-Haul's drip pricing scheme is particularly egregious for two reasons. First, U-Haul deceptively labels the fee as an "environmental fee"—a label that would lead a reasonable consumer to believe (incorrectly) that the fee is a lawful, legitimate charge. Second, the fee is only displayed after a consumer has clicked through approximately 10 pages and reached the end of the checkout process. Thus, by the time that U-Haul reveals the unlawful fee, the consumer has already decided to rent the U-Haul product and has expended a significant amount of time

selecting and finalizing their specifications. U-Haul's drip pricing practice frustrates comparison shopping, impedes competition, and causes consumers to pay more for truck and trailer rentals than they otherwise would have.

4. Plaintiff was one such unsuspecting customer who was charged a $1.00 "environmental fee" on two separate occasions for truck rentals that were advertised at a price of $29.95. The advertised price that Mr. Barnett saw did not include the $1.00 "environmental fee" that was only added at the end of the checkout process. In other words, U-Haul did not display the true price until Mr. Barnett reached the end of the transaction process.

5. Plaintiff is just one of thousands of consumers who were charged an unlawful hidden fee by U-Haul. He brings this action on behalf of himself and all other similarly situated consumers who have incurred damages as a result of U-Haul's violations of California's Consumer Legal Remedies Act, Unfair Competition Law, and False Advertising Law. Plaintiff brings further causes of action for negligent misrepresentation, intentional misrepresentation/fraud, and quasi-contract/restitution.

6. Plaintiff seeks an order compelling U-Haul to (a) refrain from advertising U-Haul goods and services in California using pricing that is not inclusive of all fees, (b) disgorge all monies wrongfully obtained by U-Haul, (c) pay restitution damages and punitive damages, as allowed by law, and (d) pay reasonable attorney fees and costs.

## PARTIES

7. Plaintiff Christopher Barnett is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was and currently is, a California resident.

8. The proposed class includes consumers who, subsequent to July 1, 2024 and while in the State of California, purchased goods or services from U-Haul and were charged any fees (excluding mandatory taxes) that were not included in the advertised price.

9. Defendant U-Haul International, Inc. is a Nevada corporation. On information and belief, U-Haul's principal place of business is located at 2727 N. Central Ave, Phoenix, AZ 85004. U-Haul is a moving and storage company that advertises goods and services, including trucks and trailers, that consumers can rent throughout California.

10. Plaintiff does not know the names of Defendants Does 1-10 and sues them by fictitious names under Civ. Proc. Code § 474.

## JURISDICTION AND VENUE

11. This Court has personal jurisdiction over Defendants. Defendants do business in California. Defendants advertise goods and services in California and provide a service to California's consumers. Due to Defendants' actions, U-Haul has marketed and sold goods and services to consumers in California. As a result, California consumers have been harmed by Defendants.

12. Plaintiff's claims arise out of Defendants' contacts with this forum. Specifically, Plaintiff purchased a rental truck in this forum.

13. Venue is proper in this Court because Defendants advertise throughout California, including in Los Angeles County, and the U-Haul locations that Plaintiff picked up the trucks from are located in Los Angeles County.

## GENERAL FACTUAL ALLEGATIONS

**California's Honest Pricing Law.**

14. California's Honest Pricing Law was signed into law on October 7, 2023, and came into effect on July 1, 2024.

15. The law makes it illegal for businesses to advertise or list a price for a good or service that does not include all required fees or charges other than certain government taxes and shipping costs.

16. Per the guidance issued by the Office of the Attorney General on May 8, 2024, the purpose of the law is to prohibit businesses from advertising or listing a price that is less than what a customer will be eventually charged for that good or service. *See* **Exhibit A.** This allows businesses to compete fairly on price and allows consumers to make accurate price comparisons.

17. The Honest Pricing Law does not determine or change what a business can charge for a good or service or even what may be included in that cost; a business can generally charge however much it wants and then provide a breakdown of the various fees that are included in its listed or advertised price. *Id.* But the law does require that the listed price include the *full amount*

(excluding Government taxes) that a customer must pay for that good or service. *Id.*

18. A business is in violation of the Honest Pricing Law when, prior to the consumer finalizing the transaction, the business charges additional required fees that were not included in the listed price. *Id.* Similarly, a business is in violation of the law when it lists a price and separately states that either an additional fee or additional percentage will be added later. *Id.*

19. Notably, a business is in violation of this law even when it discloses additional required fees before a consumer finalizes a transaction—in other words, the practice of drip pricing is unlawful. *Id.* at 2. The price listed or advertised must be the full price that the consumer is required to pay. *Id.*

20. Finally, a business cannot exclude from the advertised or listed price mandatory charges that will be used to pay business costs, such as security, rent, salary, healthcare, or any other benefits to employees. *Id.* at 3.

21. Since the enactment of the law, the vast majority of businesses now include all fees or charges (excluding Government taxes) in the advertised price.

**U-Haul's violation of the Honest Pricing Law.**

22. U-Haul advertises prices for its products in various places, including but not limited to its vehicles and its website, located at https://www.uhaul.com. By way of an example, U-Haul advertises prices for its rental trucks ranging from $19.95 to $49.95. However, the displayed prices for U-Haul's products, including rental trucks, do not include U-Haul's hidden "environmental fee" that consumers are required to pay to complete a transaction.

23. U-Haul is in violation of the Honest Pricing Law because the displayed price for goods and services must be the full price that a consumer is required to pay (excluding mandatory taxes). U-Haul's "drip pricing" practice of excluding its "environmental fee" from the displayed price is unlawful.

24. As explained above, U-Haul's violation of the Honest Pricing Law is particularly egregious because (1) labeling the fee as an "environmental fee" would lead a reasonable consumer to believe that the fee is a lawful, legitimate charge and (2) the fee is only displayed after a consumer has clicked through approximately 10 pages and reached the end of the checkout

process—i.e., after the consumer has expended significant time on the transaction.

25. Mr. Barnett rented trucks from U-Haul on August 3, 2025 and August 5, 2025. On both occasions, Mr. Barnett saw an advertised price of $29.95 for the trucks. However, U-Haul charged Mr. Barnett an additional $1.00 environmental fee that was not included in that advertised price. At the time that Mr. Barnett completed the transactions, he did not know that the "environmental fee" was unlawful because of its misleading labeling.

**U-Haul's violation of the Honest Pricing Law misled reasonable consumers.**

26. Customers of U-Haul are misled by U-Haul's deceptive pricing scheme. Consumers are drawn in by U-Haul's artificially low prices that do not include U-Haul's "environmental fee." Reasonable consumers would expect that U-Haul's advertised prices would include all fees and charges (excluding mandatory taxes), particularly in light of the new law. Reasonable consumers would also make purchasing decisions based on the prices that U-Haul displays. In other words, consumers make price comparisons based on the upfront pricing displayed by companies such as U-Haul. Customers of U-Haul were therefore duped by U-Haul's failure to include the "environmental fee" in its advertised prices.

**U-Haul is aware of its deceptive and misleading practices.**

27. The Honest Pricing Law was signed into law on October 7, 2023, and did not go into effect until July 1, 2024. Thus, U-Haul had nearly nine months to modify their deceptive business practices before the law went into effect.

28. The Honest Pricing Law was widely reported on by mainstream news and media outlets in California, from the time it was signed into law to the time it went into effect.

29. On May 8, 2024, the Office of the Attorney General issued a set of Frequently Asked Questions "[i]n order to help businesses comply with this new law." *See* **Exhibit A.**

30. The FAQs included very clear guidance on what constitutes compliance and noncompliance with the law. *Id.* For example, the FAQs included sections on which businesses need to follow the law, what the new law requires, and what fees a business can or cannot charge under the law. *Id.*

31. As a result of the FAQs, which were issued almost two months before the law

came into effect and were well-publicized, U-Haul was on notice of its obligations under the new law. *Id.*

32. Notwithstanding the ample time U-Haul was given to bring its operations into conformity with the law and the clear guidance provided by the State of California, U-Haul chose to persist with their deceptive and unlawful practices and profit from unsuspecting consumers. U-Haul's conduct is ongoing and continues to date.

## CLASS ACTION ALLEGATIONS

33. **Class Definitions:** Plaintiff brings this action on behalf of himself and all persons who, while in the State of California and within the applicable statute of limitations period, purchased goods or services from U-Haul and were charged any fees (excluding mandatory taxes) that were not included in the advertised price (the "Class").

34. The following people are excluded from the proposed Class: (1) any Judge presiding over this action and the members of their family; (2) Defendants, Defendants' subsidiaries, parents, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest and their current employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and Defendants' counsel, and their experts and consultants; and (6) the legal representatives, successors, and assigns of any such excluded persons.

35. Plaintiff and the Class reserve their right to amend or modify the Class definitions with greater specificity or further division into subclasses or limitation to particular issues as discovery and the orders of this Court warrant.

36. **Numerosity/Ascertainability:** The members of the Class are so numerous that separate joinder of all members would be unfeasible and not practicable. The membership of the Class is unknown to Plaintiff at this time; however, it is estimated that the size of the Class exceeds two hundred thousand (200,000) individuals. The identity of such membership is readily ascertainable via Defendants' sales records and/or the bank statements and receipts of the proposed Class.

37. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated customers, which predominate over questions affecting only individual members including, without limitation to:

i. Whether U-Haul included hidden fees in the sale of goods or services;

ii. Whether U-Haul complied with the Honest Pricing Law;

iii. Whether U-Haul complied with California's Unfair Competition Law;

iv. Whether U-Haul complied with California's False Advertising Law;

v. Whether U-Haul's price listings constituted intentional and/or negligent misrepresentations;

vi. Whether U-Haul was unjustly enriched as a result of its pricing practices;

vii. Damages due to reasonably compensate Plaintiff and the proposed Class.

38. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Class. The common questions of law set forth above are numerous and substantial and stem from U-Haul's policies and/or practices applicable to each individual Class member. As such, the common questions predominate over individual questions concerning each individual Class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages

39. **Typicality:** Plaintiff's claims are typical of the claims of the Class. Like the proposed Class, Plaintiff purchased goods or services from U-Haul and incurred hidden fees as a result. There are no conflicts of interest between Plaintiff and the class.

40. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Class. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Class and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Class.

41. **Superiority:** A class action is superior to all other available methods for the fair

and efficient adjudication of this litigation. Due to the nature of the trade and commerce involved, Plaintiff believes the total number of Class members is in the hundreds of thousands. It would be unduly burdensome to have individual litigation of such numerous individual claims in separate lawsuits, everyone one of which would present the issues presented in this lawsuit. Further, the prosecution of separate actions by the individual Class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual Class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Class identified herein is maintainable under Section 382 of the Code of Civil Procedure.

## FIRST CAUSE OF ACTION

**Violation of the California Consumer Legal Remedies Act**

**Civ. Code §§ 1750 *et seq.***

**(By Plaintiff and Class against all Defendants)**

42. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

43. Plaintiff brings this cause of action on behalf of himself and members of the Class.

44. Plaintiff and Class members are "consumers" under Cal. Civ. Code § 1761(d).

45. Each sale by U-Haul was a "transaction" under Cal. Civ. Code § 1761(e).

46. U-Haul sells/rents "goods" or "services" under Cal. Civ. Code §§ 1761(a) and 1761(b).

47. Venue is proper under Cal. Civil Code § 1780(d) because U-Haul does business in this county and Plaintiff made his purchases in this county. Plaintiff's declaration establishing that this Court is a proper venue for this action is attached hereto as **Exhibit B.**

48. U-Haul has violated California Civil Code section 1770(a)(29), also known as the

Honest Pricing Law.

49. As alleged more fully above, U-Haul advertised prices that did not reflect the entire price that Plaintiff and other Class members were required to pay (excluding exempt mandatory taxes).

50. Plaintiff and other Class members reasonably relied on U-Haul's advertised prices. Specifically, Plaintiff and other Class members reasonably believed that the advertised prices for U-Haul's goods and services, including truck rentals, included all required fees or charges (excluding exempt mandatory taxes).

51. Plaintiff and other Class members purchased from U-Haul in substantial part due to U-Haul's price misrepresentations. Specifically, Plaintiff and other Class members made purchasing decisions based on the false prices displayed by U-Haul.

52. Class-wide reliance can be inferred because U-Haul's misrepresentations were material, *i.e.*, a reasonable consumer would consider the price of goods and services important in deciding whether to purchase said goods or services.

53. U-Haul's price misrepresentations were a substantial factor and proximate cause in the resulting damages and losses to Plaintiff and other Class members.

54. Plaintiff and each Class member suffered injury amounting to no less than the hidden fees that U-Haul unlawfully failed to display in the advertised price of U-Haul's goods and services.

55. Plaintiff and Class members were injured as a direct and proximate result of U-Haul's conduct.

56. U-Haul's pricing practices should be enjoined due to their misleading and deceptive nature. Without injunctive relief, U-Haul will continue to attach unlawful hidden fees to U-Haul's goods and services. Plaintiff seeks public injunctive relief, under the CLRA, to protect the general public from U-Haul's predatory pricing practices.

57. In accordance with California Civil Code § 1782(a), on August 11, 2025, Plaintiff served U-Haul with notice of U-Haul's CLRA violations by certified mail, return receipt requested. Plaintiff's letter was confirmed delivered on August 14, 2025. However, U-Haul failed

to provide appropriate relief for their CLRA violations within 30 days of receipt Plaintiff's notification letter. Specifically, U-Haul did not offer any relief to Mr. Barnett or any other consumer. Additionally, U-Haul continues to charge consumers an unlawful hidden fee. Thus, Plaintiff brings this action on behalf of other consumers similarly situated and seeks compensatory and exemplary damages, as well as attorney fees, as permitted by California Civil Code §§ 1780 and 1782(b).

**SECOND CAUSE OF ACTION**

**Violations of the Unfair Competition Law**

**Cal. Bus. & Prof. Code §§ 17200 *et seq.***

**(By Plaintiff and Class against all Defendants)**

58. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

59. Plaintiff brings this cause of action on behalf of himself and members of the Class.

60. California's Unfair Competition Law, Business and Professions Code §§17200 *et seq.* (the "UCL") prohibits any "unfair, deceptive, untrue or misleading advertising." For the reasons discussed above, U-Haul has engaged in unfair, deceptive, untrue and misleading advertising, and continues to engage in such business conduct, in violation of the UCL.

61. The UCL proscribes acts of unfair competition, including "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." Cal. Bus. & Prof. Code § 17200.

**Fraudulent**

62. A statement or practice is "fraudulent" under the UCL if it is likely to mislead or deceive the public, applying an objective reasonable consumer test.

63. As set forth herein, U-Haul's advertisements misled reasonable consumers to believe that goods and services advertised by U-Haul, including rental trucks, were sold for a price lower than the actual price charged by U-Haul.

64. U-Haul's conduct caused and continues to cause substantial injury to Plaintiff and the other Class members. Plaintiff has suffered injury in fact as a result of U-Haul's unfair conduct. Specifically, Plaintiff paid an unlawful $1.00 "environmental fee" on two separate

occasions that was not displayed in the advertised price.

65. U-Haul has thus engaged in unlawful, unfair and fraudulent business acts and practices and false advertising, entitling Plaintiff and the Class to public injunctive relief against U-Haul, as set forth in the Prayer for Relief.

66. Pursuant to Business and Professions Code § 17203, Plaintiff and the Class seek an order requiring U-Haul to immediately cease such acts of unlawful, unfair and fraudulent business practices.

67. Plaintiff also seeks an order for the disgorgement and restitution of profits received from U-Haul's sale of goods and services, which were unjustly acquired through acts of unlawful, unfair, and/or fraudulent competition, as well as attorneys' fees and costs.

**Unlawful**

68. The acts alleged herein are "unlawful" under the UCL insofar as they give rise to the claims asserted in this Complaint. Specifically, U-Haul violated California's Honest Pricing Law by engaging in drip pricing practices.

69. Plaintiff and the Class reserve the right to allege other violations of law, which constitute other unlawful business acts or practices.

**Unfair**

70. U-Haul's acts, omissions, misrepresentations, practices and nondisclosures as alleged herein also constitute "unfair" business acts and practices within the meaning of the UCL in that its conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct. In the alternative, U-Haul's business conduct as described herein violates relevant laws designed to protect consumers and business from unfair competition in the marketplace.

71. U-Haul's conduct with respect to the advertising and sale of goods and services is also unfair because it violates public policy as declared statutory and regulatory provisions, including but not limited to the Consumers Legal Remedies Act and the False Advertising Law.

72. U-Haul's conduct with respect to the pricing, advertising, sale of goods and

services was and is unfair because the consumer injury was substantial, not outweighed by benefits to consumers or competition, and not one consumers themselves could reasonably have avoided.

73. U-Haul profited from the sale of falsely, deceptively, and unlawfully advertised goods and services to unknowing consumers.

74. Plaintiff and Class Members are likely to continue to be damaged by U-Haul's deceptive trade practices. Thus, public injunctive relief enjoining U-Haul's deceptive practices is proper.

75. There were reasonably available alternatives to further U-Haul's legitimate business interests, other than the deceptive conduct described herein.

76. Plaintiff and other Class members made purchasing decisions based on the upfront prices displayed by U-Haul. Plaintiff and other Class members reasonably expected that the displayed prices for U-Haul goods and services included all required fees or charges (excluding exempt mandatory taxes).

77. Class-wide reliance can be inferred because U-Haul's misrepresentations were material, *i.e.*, a reasonable consumer would consider the price of goods and services important in deciding whether to purchase said goods or services.

78. U-Haul's misrepresentations were a substantial factor and proximate cause in the resulting damages and losses to Plaintiff and Class members. Plaintiff and Class members suffered tangible economic harm as a result of U-Haul's misrepresentations.

79. Plaintiff and each Class member suffered injury amounting to no less than the hidden fees that U-Haul unlawfully failed to display in the advertised price of goods and services.

80. Plaintiff and Class members were injured as a direct and proximate result of U-Haul's conduct.

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**THIRD CAUSE OF ACTION**

**Violation of California's False Advertising Law**

**Bus. & Prof. Code §§ 17500**

**(By Plaintiff and Class against all Defendants)**

81. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

82. Plaintiff brings this cause of action on behalf of himself and members of the Class.

83. U-Haul has violated section 17500 of the Business and Professions Code by disseminating untrue and misleading advertisements to Plaintiff and Class members.

84. As alleged more fully above, U-Haul advertised prices for goods and services, including rental trucks, that did not reflect the actual prices that Plaintiff and Class members were required to pay. In other words, the prices advertised by U-Haul were not the actual prices that U-Haul charged to complete the transaction. Accordingly, U-Haul's representations about U-Haul's prices were untrue and misleading.

85. U-Haul's misrepresentations were intended to induce reliance, and Plaintiff saw, read, and reasonably relied on the statements when purchasing rental trucks from U-Haul. U-Haul's misrepresentations were a substantial factor in Plaintiff's purchase decisions. Specifically, Plaintiff and other Class members made purchasing decisions based on the prices displayed by U-Haul.

86. Class-wide reliance can be inferred because U-Haul's misrepresentations were material, i.e., a reasonable consumer would consider the price of goods and services important in deciding whether to purchase said goods or services.

87. U-Haul's misrepresentations were a substantial factor and proximate cause in causing damages and losses to Plaintiff and the Class.

88. Plaintiff and each Class member suffered injury amounting to no less than the hidden fees that U-Haul unlawfully failed to display in the advertised price of goods and services.

89. Plaintiff and Class members were injured as a direct and proximate result of U-Haul's conduct.

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## FOURTH CAUSE OF ACTION

**Intentional Misrepresentation (Fraud)**

**(By Plaintiff and Class against all Defendants)**

90. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

91. Plaintiff brings this cause of action on behalf of himself and members of the Class.

92. As alleged more fully above, U-Haul made false representations and material omissions of fact to Plaintiff and Class members concerning the price of U-Haul's goods and services, including rental trucks.

93. Those representations were false because the advertised price did not constitute the full price (excluding Government taxes) that a consumer was required to pay to complete the purchase.

94. When U-Haul made the misrepresentations, they knew that they were false at the time that they made them and/or acted recklessly in making the misrepresentations. Specifically, they knew that the advertised price was not the full price that a consumer would have to pay to complete the transaction.

95. U-Haul's conduct is particularly egregious because (1) labeling the hidden fee as an "environmental fee" would lead a reasonable consumer to believe that the fee is a lawful, legitimate charge and (2) the fee is only displayed after a consumer has clicked through approximately 10 pages and reached the end of the checkout process—i.e., after the consumer has expended significant time on the transaction

96. U-Haul intended that Plaintiff and Class members rely on these representations and Plaintiff and Class members read and reasonably relied on them. In other words, U-Haul intended to attract consumers by listing lower prices than a consumer would actually have to pay. U-Haul engaged in this deceptive pricing practice to increase its profits. This is particularly true considering the relatively small amount of the fee compared to the rest of the transaction. U-Haul relied on consumers' anticipated unwillingness to restart the transaction having already clicked through numerous pages and expended time on the transaction. By engaging in the deceptive and unlawful conduct at scale, U-Haul maximizes its profits at the expense of consumers.

97. Plaintiff saw, read, and reasonably relied on advertised price of rental trucks when purchasing rental trucks from U-Haul.

98. U-Haul's misrepresentations were a substantial factor in Plaintiff's purchase decisions. Specifically, Plaintiff and other Class members made purchasing decisions based on the prices displayed by U-Haul. In addition, Class-wide reliance can be inferred because U-Haul's misrepresentations were material, i.e., a reasonable consumer would consider the price of goods and services important in deciding whether to purchase said goods or services.

99. U-Haul's misrepresentations were a substantial factor and proximate cause in the resulting damages and losses to Plaintiff and Class members.

100. Plaintiff and each Class member suffered injury amounting to no less than the hidden fees that U-Haul unlawfully failed to display in the advertised price of U-Haul's goods and services.

101. Plaintiff and Class members were injured as a direct and proximate result of U-Haul's conduct.

## FIFTH CAUSE OF ACTION

### Negligent Misrepresentation

### (By Plaintiff and Class against all Defendants)

102. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

103. Plaintiff brings this cause of action on behalf of himself and members of the Class.

104. As alleged more fully above, U-Haul made false representations and material omissions of fact to Plaintiff and Class members concerning the price of U-Haul's goods and services.

105. U-Haul's representations were false because the advertised price did not constitute the full price (excluding Government taxes) that a consumer was required to pay to complete the purchase.

106. When U-Haul made the misrepresentations, they knew or should have known that they were false. U-Haul had no reasonable grounds for believing that these representations were true when made. Specifically, U-Haul knew or should have known that the advertised price was

not the full price that a consumer would have to pay to complete the transaction.

107. U-Haul intended that Plaintiff and Class members rely on these representations and Plaintiff and Class members read and reasonably relied on them. In other words, U-Haul intended to attract consumers by listing lower prices than a consumer would actually have to pay. Defendants engaged in this deceptive pricing practice to increase its profits.

108. Plaintiff saw, read, and reasonably relied on the statements when purchasing rental trucks from U-Haul.

109. U-Haul's misrepresentations were a substantial factor in Plaintiff's purchase decisions. Specifically, Plaintiff and other Class members made purchasing decisions based on the prices displayed by U-Haul, which did not include U-Haul's "environmental fee."

110. In addition, Class-wide reliance can be inferred because U-Haul's misrepresentations were material, i.e., a reasonable consumer would consider the price of goods or services important in deciding whether to purchase said goods or services.

111. U-Haul's misrepresentations were a substantial factor and proximate cause in causing damages and losses to Plaintiff and Class members.

112. Plaintiff and the Class members each suffered injury amounting to no less than the hidden fees that U-Haul unlawfully failed to display in the advertised price of U-Haul's goods and services.

113. Plaintiff and Class members were injured as a direct and proximate result of U-Haul's conduct.

## SIXTH CAUSE OF ACTION

**Quasi-Contract**

**(By Plaintiff and Class against all Defendants)**

114. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

115. Plaintiff brings this cause of action on behalf of himself and all members of the Class.

116. U-Haul has been unjustly enriched by improperly charging Plaintiff and Class members unlawful hidden fees.

117. U-Haul was directly and unjustly enriched because U-Haul induced customers to purchase goods and services from U-Haul through deceitful pricing and advertising, as described above.

118. Plaintiff and Class members each suffered injury amounting to no less than the hidden fees that U-Haul unlawfully failed to display in U-Haul's advertised prices.

119. Plaintiff and Class members were injured as a direct and proximate result of U-Haul's conduct.

120. Restitution is required in California when a defendant is unjustly enriched at the expense of another. Accordingly, Plaintiff and Class members seek restitution of all amounts that U-Haul improperly charged them. Plaintiff also seeks prejudgment interest, costs, and attorneys' fees.

**PRAYER**

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against U-Haul, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff, Christopher Barnett, as representative of the Class;
3. For an order appointing counsel for Plaintiff as counsel for the Class;
4. For a judgement in favor of Plaintiff and the proposed Class;
5. For an order enjoining U-Haul from advertising U-Haul's goods and services using pricing that is not inclusive of all fees costs;
6. Damages, treble, damages, and punitive damages where applicable;
7. Restitution;
8. Disgorgement, and other just equitable relief;
9. Pre- and post-judgment interest;
10. For attorneys' fees and costs as provided by Code of Civil Procedure § 1021.5 and Cal. Civ. Code § 1780; and
11. For such other and further relief the Court may deem just and proper.

## DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: September 15, 2025

Respectfully submitted,

Jack Day

**HAINES LAW GROUP, APC**
Paul K. Haines (SBN 248226)

**DAY BRYNE & MCINTOSH**
Jack Day (SBN 324516)
Calvin Bryne (SBN 322272)

*Attorneys for Plaintiff and the Proposed Class*

# Exhibit A

CALIFORNIA DEPARTMENT OF JUSTICE

# SB 478
## FREQUENTLY ASKED QUESTIONS

Beginning July 1, 2024, the "Honest Pricing Law" or "Hidden Fees Statute," SB 478, makes it illegal for businesses to advertise or list a price for a good or service that does not include all required fees or charges other than certain government taxes and shipping costs. SB 478 is a price transparency bill. The statute does not change what price a business can charge or what may be included in that cost. The law simply requires that the price listed include all mandatory charges.

Put simply, ***the price a Californian sees should be the price they pay.***

In order to help businesses comply with this new law, and to offer consumers guidance about what they can expect, the Attorney General's Office is releasing a set of FAQs. The law is found at Section 1770(a)(29) of the California Civil Code.

### What is the purpose of this law?

The law is "intended to specifically prohibit drip pricing, which involves advertising a price that is less than the actual price that a consumer will have to pay for a good or service." Advertising or listing a price that is less than what a consumer will eventually be charged is a form of deceptive advertising that also violates existing state and federal law. Truthful price advertising and listing helps businesses compete fairly on price and allows consumers to make accurate price comparisons.

### What does the new law require?

The law requires honest pricing. It prohibits businesses from "[a]dvertising, displaying, or offering a price for a good or service that does not include all mandatory fees or charges" other than government-imposed taxes or fees or reasonable shipping costs. The text of the law can be found at section 1770(a)(29) of the California Civil Code.

### What can a business exclude from the advertised price under this law?

The listed or advertised price does not need to include taxes and/or fees that the government imposes on the transaction, such as sales tax. In addition, the listed or advertised price does not need to include reasonable shipping costs for physical goods.

### Which businesses need to follow this law?

The law applies to the sale or lease of most goods and services that are for a consumer's personal use. For example, it applies to event tickets, short-term rentals, hotels, restaurants, and food delivery, just to name a few prominent industries. The law does not apply to the purchase or lease of goods or services for commercial use, or to certain other specified transactions and industries that are already subject to other laws governing pricing.

### Does the law limit how much a business can charge for a good or service?

No. SB 478 is a transparency law – not a price control law. A business is generally free to charge whatever amount it wants for a good or service, to provide a subsequent breakdown of the various fees or charges that are included in its listed or advertised price, and to tell the consumer about those fees and charges. But the posted price must include all amounts that the consumer will be required to pay.

## Does the new law limit what types of fees a business can charge?

No. A business is generally free to charge however much it wants and can then provide a breakdown of the various fees that are included in its listed or advertised price. But the posted price must include the full amount that a consumer must pay for that good or service.

## Can a business exclude shipping and handling charges from its advertised price?

A business can exclude shipping charges, but not handling charges. In the words of the statute, a business can exclude from its advertised price "[p]ostage or carriage charges that will be reasonably and actually incurred to ship the physical good to the consumer." Like any other mandatory fee or charge, a *handling* charge must be included in the advertised price.

## Do fees for optional services or features need to be included in the advertised price?

No. Fees for optional services or features do not need to be included in the advertised price.

## What about separate fees like late fees for equipment rentals, charges for smoking in a hotel room, or similar charges? Are those prohibited?

The law requires mandatory fees to be included in advertised prices. Fees that are contingent on certain later conduct by a consumer, such as a fee for returning rented equipment after the deadline to do so, or charges for smoking in a non-smoking hotel room, are not mandatory and do not need to be included in the advertised price.

## Can a business comply with this law by disclosing additional required fees before a consumer finalizes a transaction?

No. The price listed to the consumer must be the full price that the consumer is required to pay.

## Can a business comply with this law by advertising a price that is less than what a consumer will actually have to pay, but disclosing that additional fees will be added?

No. The price advertised to the consumer must be the full price that the consumer is required to pay.

## Can a business comply with this law by listing or advertising one price and separately stating that an additional percentage fee will apply?

No. The price listed or advertised to the consumer must be the full price that the consumer is required to pay.

## Can a business comply with this law by advertising the total price for a good or service and separately noting that the total price includes certain fees and charges?

Yes. The price advertised to the consumer must be the full price that the consumer is required to pay. But the law does not limit a merchant's ability to include fees or charges in that total price, or to tell consumers that its prices include those fees or charges.

## Does this law prohibit a business from advertising one price and adding a variable service fee later in the transaction?

Yes. The price listed or advertised to the consumer must be the full price that the consumer is required to pay.

## What if a business doesn't know how much it will charge a customer?

If a business chooses to list a price for a good or service, the advertised price must be the entire amount the consumer will have to pay, not including any fees for optional services or features, taxes, or shipping charges. Businesses that do not know how much they will charge a customer at the beginning of a transaction should wait to display a price until they know how much they will charge. Businesses should be aware that other state and federal laws prohibit certain forms of price discrimination.

## How can a food-delivery platform advertise its delivery price?

Food delivery platforms are subject to special requirements under Business and Professions Code section 22598 et seq. when they list the prices charged by a restaurant from which they deliver food, and this law does not change those requirements. But when the food delivery platform advertises the price of the delivery service that it provides, it must advertise the full, all-in price of the delivery service.

## Are fees associated with delivery of food and other items ordered directly from a restaurant considered to be "mandatory fees or charges," such that those fees would need to be included in the advertised or displayed price of the food and other items?

No, fees for the delivery of food ordered directly from a restaurant do not need to be included in the advertised price of the food or other items ordered because those fees are for the separate service of delivery. The price of delivery must be the full, all-in price of the delivery service.

## Can a business exclude from the advertised or listed price mandatory charges that will be used to pay business costs, such as security, rent, or salary, healthcare insurance or benefits to employees (e.g., "Healthy SF mandate")?

No. The listed or advertised price must include all mandatory charges except for reasonable shipping costs for physical goods and taxes and/or fees that the government imposes on the transaction, such as sales tax. A business is free to provide a subsequent breakdown of the business's intended use of the various fees.

## What about tips or gratuities left voluntarily by customers?

This law does not affect tips or gratuities left by customers, since they are not mandatory. These voluntary payments to workers are governed by other laws, including Labor Code section 350. For more information see this FAQ from the California Labor Commissioner.

## What about mandatory fees charged by restaurants?

If a restaurant charges a mandatory fee, it must be included in the displayed price. Under the law, a restaurant cannot charge an additional surcharge on top of the price listed. Gratuity payments that are not voluntary must be included in the list price.

## Does DOJ expect that its initial enforcement of this law will focus on existing fees that are paid directly and entirely by a restaurant to its workers, such as an automatic gratuity?

No. There are many factors that we consider when making enforcement decisions, but we do not expect that our initial enforcement efforts will focus on existing fees that are paid directly and entirely by a restaurant to its workers, such as an automatic gratuity. However, businesses may be liable in private actions.

## Does a business that offers discounts or coupons, or charges a customer less than the advertised or listed price, violate this law?

No. A business that offers discounts or otherwise charges a customer a price that is less than the advertised price has not violated this law. The law just prohibits advertising a price that is *less* than what the customer will have to pay for a good or service.

## Can businesses still advertise discounts – for example, "half price after 4pm"?

Yes. SB 478 prohibits advertising a price that is less than what a consumer will have to pay for a good or service. Advertisements that mention discounts – but that do not list a price – do not violate the law. However, other California laws prohibit advertising that is false or misleading, so businesses that advertise discounts must do so carefully and honestly.

## Is the resale of goods, such as event tickets, on an online platform subject to the law?

Yes. SB 478 prohibits advertising a price that is less than what a consumer will have to pay for a good or service. It applies equally to online and brick-and-mortar businesses, as well as to the resale of event tickets and other goods and services.

## Isn't it helpful for a business to inform consumers about the components of a price, such as by noting why price increases have been implemented?

Businesses are free to explain how they set their prices or to subsequently itemize the charges that make up the total price that they charge customers. However, the price they advertise or display must be the total price that customers will have to pay for the good or service. Knowing the price of a good of service is essential to competition, and displaying a price that is less than what the customer will actually be charged is deceptive.

# Exhibit B

**HAINES LAW GROUP, APC**
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Tel: (424) 292-2350
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Tel.: (949) 650-2827
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*Attorneys for Plaintiff*
*Christopher Barnett*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

| | |
|---|---|
| CHRISTOPHER BARNETT, as an individual and on behalf of all others similarly situated,<br><br>Plaintiff,<br><br>vs.<br><br>U-HAUL INTERNATIONAL, INC., a Nevada corporation; and Does 1 through 20, inclusive,<br><br>Defendants. | Case No.:<br><br>**DECLARATION OF CHRISTOPHER BARNETT** |

I, Christopher Barnett, hereby declare and state as follows:

1. I am over the age of 18 and a Plaintiff in this action. The facts contained in this declaration are based on my personal knowledge, and if called upon to do so, I could and would testify competently hereto.

2. The complaint in this action, filed concurrently with this declaration, is filed in the proper place for trial under California Civil Code §1780(d) because this is a county in which Defendants do business. Additionally, the U-Haul locations that I rented the U-Haul trucks from are located in this county, and I made the purchases in this county.

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

Executed on September 15, 2025, in Los Angeles, California.

C. Barnett

Christopher Barnett, Plaintiff

# EXHIBIT B

Wolters Kluwer

**CT Corporation**
**Service of Process Notification**
09/17/2025
CT Log Number 550143418

## Service of Process Transmittal Summary

**TO:** Dave McGee, Operations Manager
U-Haul International, Inc.
2721 N CENTRAL AVE
PHOENIX, AZ 85004-1127

**RE:** **Process Served in Nevada**

**FOR:** U-Haul International, Inc. (Domestic State: NV)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

| | |
|---|---|
| **TITLE OF ACTION:** | CHRISTOPHER BARNETT, as an individual and on behalf of all others similarly situated vs. U-HAUL INTERNATIONAL, INC. |
| **DOCUMENT(S) SERVED:** | Summons, Complaint, Exhibit(s), Cover Sheet, Attachment(s), Notice(s), Order, First Amended General Order |
| **COURT/AGENCY:** | Los Angeles County - Superior Court - Central Avenue, CA<br>Case # 25STCV27089 |
| **NATURE OF ACTION:** | Plaintiff and each Class member suffered injury amounting to no less than the hidden fees that U-Haul unlawfully failed to display in the advertised price of U-Haul's goods and services |
| **PROCESS SERVED ON:** | C T Corporation System, Carson City, NV |
| **DATE/METHOD OF SERVICE:** | By Process Server on 09/17/2025 at 16:10 |
| **JURISDICTION SERVED:** | Nevada |
| **APPEARANCE OR ANSWER DUE:** | Within 30 days after service |
| **ATTORNEY(S)/SENDER(S):** | Jack Day<br>DAY BRYNE & MCINTOSH<br>129 W. Wilson Street, Suite 105<br>Costa Mesa, CA 92627<br>(949) 650-2827 |
| **ACTION ITEMS:** | CT has retained the current log, Retain Date: 09/18/2025, Expected Purge Date: 09/28/2025<br><br>Image SOP<br><br>Email Notification, Meg Grove meg_grove@uhaul.com<br><br>Email Notification, Marsha Evans marsha_evans@uhaul.com<br><br>Email Notification, Dave McGee dave_mcgee@uhaul.com<br><br>Email Notification, Daniel Clark daniel_clark@uhaul.com<br><br>Email Notification, Amy Lawrence cls-ctsopsupport@wolterskluwer.com |
| **REGISTERED AGENT CONTACT:** | C T Corporation System<br>701 S. Carson Street<br>Suite 200 |

Wolters Kluwer

**CT Corporation**
**Service of Process Notification**
09/17/2025
CT Log Number 550143418

Carson City, NV 89701
8775647529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

Wolters Kluwer

# PROCESS SERVER DELIVERY DETAILS

**Date:** Wed, Sep 17, 2025
**Server Name:** Drop Service

| | |
|---|---|
| Entity Served | U-HAUL INTERNATIONAL, INC. |
| Case Number | 25STCV27089 |
| Jurisdiction | NV |

| Inserts | | |
|---|---|---|
| | | |

# EXHIBIT C

**CM-010**

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address)*:
Paul K Haines (SBN 248226)
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, CA 90245
Jack Day (SBN 324516); Calvin Bryne (SBN 322272)
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TELEPHONE NO.: (949) 650-2827 FAX NO.: (949) 722-1137
EMAIL ADDRESS: phaines@haineslawgroup.com; jack@dbm.law, calvin@dbm.law
ATTORNEY FOR *(Name)*: Christopher Barnett

FOR COURT USE ONLY

**Electronically FILED by Superior Court of California, County of Los Angeles 9/15/2025 1:28 PM David W. Slayton, Executive Officer/Clerk of Court, By J. Covarrubias, Deputy Clerk**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**
STREET ADDRESS: 111 North Hill St.
MAILING ADDRESS: 111 North Hill St.
CITY AND ZIP CODE: Los Angeles, 90012
BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:
Christopher Barnett vs. U-Haul International, Inc.

## CIVIL CASE COVER SHEET

[x] **Unlimited** (Amount demanded exceeds $35,000)
[ ] **Limited** (Amount demanded is $35,000 or less)

**Complex Case Designation**
[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 25STCV27089
JUDGE:
DEPT.:

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

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

**Auto Tort**
[ ] Auto (22)
[ ] Uninsured motorist (46)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**
[ ] Asbestos (04)
[ ] Product liability (24)
[ ] Medical malpractice (45)
[ ] Other PI/PD/WD (23)

**Non-PI/PD/WD (Other) Tort**
[x] Business tort/unfair business practice (07)
[ ] Civil rights (08)
[ ] Defamation (13)
[ ] Fraud (16)
[ ] Intellectual property (19)
[ ] Professional negligence (25)
[ ] Other non-PI/PD/WD tort (35)

**Employment**
[ ] Wrongful termination (36)
[ ] Other employment (15)

**Contract**
[ ] Breach of contract/warranty (06)
[ ] Rule 3.740 collections (09)
[ ] Other collections (09)
[ ] Insurance coverage (18)
[ ] Other contract (37)

**Real Property**
[ ] Eminent domain/Inverse condemnation (14)
[ ] Wrongful eviction (33)
[ ] Other real property (26)

**Unlawful Detainer**
[ ] Commercial (31)
[ ] Residential (32)
[ ] Drugs (38)

**Judicial Review**
[ ] Asset forfeiture (05)
[ ] Petition re: arbitration award (11)
[ ] Writ of mandate (02)
[ ] Other judicial review (39)

**Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)**
[ ] Antitrust/Trade regulation (03)
[ ] Construction defect (10)
[ ] Mass tort (40)
[ ] Securities litigation (28)
[ ] Environmental/Toxic tort (30)
[ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

**Enforcement of Judgment**
[ ] Enforcement of judgment (20)

**Miscellaneous Civil Complaint**
[ ] RICO (27)
[ ] Other complaint *(not specified above)* (42)

**Miscellaneous Civil Petition**
[ ] Partnership and corporate governance (21)
[ ] Other petition *(not specified above)* (43)

2. This case [x] is [ ] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [x] monetary b. [x] nonmonetary; declaratory or injunctive relief c. [x] punitive
4. Number of causes of action *(specify)*: 6: CLRA; Unfair Competition; False Advertising; Intentional Misrepresentation; Negligent Misrepresentation; Quasi-Contract
5. This case [x] 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: September 15, 2025
Jack Day
(TYPE OR PRINT NAME)
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

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

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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

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

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

### CASE TYPES AND EXAMPLES

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

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

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

**Employment**
- Wrongful Termination (36)
- Other Employment (15)

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

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

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

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

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

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

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

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

| SHORT TITLE | CASE NUMBER |
|---|---|
| Christopher Barnett vs. U-Haul International, Inc. | 25STCV27089 |

# CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

## (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

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

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

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

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

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

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

| SHORT TITLE | CASE NUMBER |
|---|---|
| Christopher Barnett vs. U-Haul International, Inc. | |

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

| SHORT TITLE | CASE NUMBER |
|---|---|
| Christopher Barnett vs. U-Haul International, Inc. | |

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

| SHORT TITLE | CASE NUMBER |
| --- | --- |
| Christopher Barnett vs. U-Haul International, Inc. | |

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

| SHORT TITLE Christopher Barnett vs. U-Haul International, Inc. | CASE NUMBER |
|---|---|

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

| REASON: ☑ 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11 | | | ADDRESS: |
|---|---|---|---|
| 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 of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 09/15/2025

(SIGNATURE OF ATTORNEY/FILING PARTY

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

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

| SUPERIOR COURT OF CALIFORNIA<br>COUNTY OF LOS ANGELES | Reserved for Clerk's File Stamp<br><br>FILED<br>Superior Court of California<br>County of Los Angeles<br>09/15/2025<br>David W. Slayton, Executive Officer / Clerk of Court<br>By: J. Covarrubias Deputy |
|---|---|
| COURTHOUSE ADDRESS:<br>Spring Street Courthouse<br>312 North Spring Street, Los Angeles, CA 90012 | |
| NOTICE OF CASE ASSIGNMENT<br>UNLIMITED CIVIL CASE | |
| Your case is assigned for all purposes to the judicial officer indicated below. | CASE NUMBER:<br>25STCV27089 |

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

| | ASSIGNED JUDGE | DEPT | ROOM | | ASSIGNED JUDGE | DEPT | ROOM |
|---|---|---|---|---|---|---|---|
| ✔ | Elihu M. Berle | 6 | | | | | |

Given to the Plaintiff/Cross-Complainant/Attorney of Record on 09/16/2025 (Date)

David W. Slayton, Executive Officer / Clerk of Court

By J. Covarrubias, Deputy Clerk

# INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

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

**PRIORITY OVER OTHER RULES**
The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

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

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

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

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

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

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

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

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

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

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

Superior Court of California, County of Los Angeles

# ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

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

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

## What is ADR?

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

## Advantages of ADR

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

## Disadvantages of ADR

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

## Main Types of ADR

1. **Negotiation**: Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.

2. **Mediation**: In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

   **Mediation may be appropriate when the parties**
   - want to work out a solution but need help from a neutral person.
   - have communication problems or strong emotions that interfere with resolution.

   **Mediation may not be appropriate when the parties**
   - want a public trial and want a judge or jury to decide the outcome.
   - lack equal bargaining power or have a history of physical/emotional abuse.

## How to Arrange Mediation in Los Angeles County

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

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

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

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

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

b. **Los Angeles County Dispute Resolution Programs**
https://hrc.lacounty.gov/wp-content/uploads/2020/05/DRP-Fact-Sheet-23October19-Current-as-of-October-2019-1.pdf

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

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

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

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

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

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

## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

**Superior Court of California**
**County of Los Angeles**

**LACBA**

**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):<br>E-MAIL ADDRESS (Optional):<br>ATTORNEY FOR (Name): | | |
| **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES** | | |
| COURTHOUSE ADDRESS: | | |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| **STIPULATION – EARLY ORGANIZATIONAL MEETING** | | CASE NUMBER: |

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

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following*:

   a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?

   b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");

   c. Exchange of names and contact information of witnesses;

   d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;

   e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;

   f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;

   g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

| SHORT TITLE: | CASE NUMBER: |
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| | |

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;

i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at ***www.lacourt.org*** under "*Civil*" and then under "*General Information*").

2. The time for a defending party to respond to a complaint or cross-complaint will be extended to ________________ (INSERT DATE) for the complaint, and ________________ (INSERT DATE) 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 ____________)



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

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

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.

2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.

3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:

   a. The party requesting the Informal Discovery Conference will:

      i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;

      ii. Include a brief summary of the dispute and specify the relief requested; and

      iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.

   b. Any Answer to a Request for Informal Discovery Conference must:

      i. Also be filed on the approved form (copy attached);

      ii. Include a brief summary of why the requested relief should be denied;

| SHORT TITLE: | CASE NUMBER: |
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| | |

iii. Be filed within two (2) court days of receipt of the Request; and

iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.

c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.

d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.

e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

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

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.

7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.

8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

| SHORT TITLE: | CASE NUMBER: |
| --- | --- |
| | |

**The following parties stipulate:**

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR ______________________)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR ______________________)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR ______________________)

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| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | 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.**



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| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
| --- | --- | --- |
| TELEPHONE NO.: FAX NO. (Optional):<br>E-MAIL ADDRESS (Optional):<br>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

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FILED
LOS ANGELES SUPERIOR COURT

MAY 11 2011

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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

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

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

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

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

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

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

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

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

IT IS HEREBY ORDERED that, in any case in which the parties have entered into an Early Organizational Meeting Stipulation, the time for a defending party to respond to a complaint or cross complaint shall be extended by the 30 days permitted by Code of Civil Procedure section 1054(a) without further need of a specific court order.

DATED: May 11, 2011

Carolyn B. Kuhl

Carolyn B. Kuhl, Supervising Judge of the Civil Departments, Los Angeles Superior Court

2019-GEN-014-00

FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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| IN RE LOS ANGELES SUPERIOR COURT — MANDATORY ELECTRONIC FILING FOR CIVIL | FIRST AMENDED GENERAL ORDER |

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

1) DEFINITIONS

a) **"Bookmark"** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.

b) **"Efiling Portal"** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.

c) **"Electronic Envelope"** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.

d) **"Electronic Filing"** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

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

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

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

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

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

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

b) Represented Litigants

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

c) Public Notice

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

d) Documents in Related Cases

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

3) EXEMPT LITIGANTS

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

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

4) EXEMPT FILINGS

a) The following documents shall not be filed electronically:

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

ii) Bonds/Undertaking documents;

iii) Trial and Evidentiary Hearing Exhibits

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

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

b) Lodgments

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

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5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

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

6) TECHNICAL REQUIREMENTS

a) Electronic documents must be electronically filed in PDF, text searchable format **when** technologically feasible without impairment of the document's image.

b) The table of contents for any filing must be bookmarked.

c) Electronic documents, including but not limited to, declarations, proofs of service, and exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the bookedmarked item and briefly describe the item.

d) Attachments to primary documents must be bookmarked. Examples include, but are not limited to, the following:

i) Depositions;

ii) Declarations;

iii) Exhibits (including exhibits to declarations);

iv) Transcripts (including excerpts within transcripts);

v) Points and Authorities;

vi) Citations; and

vii) Supporting Briefs.

e) Use of hyperlinks within documents (including attachments and exhibits) is strongly encouraged.

f) Accompanying Documents

Each document accompanying a single pleading must be electronically filed as a **separate** digital PDF document.

g) Multiple Documents

Multiple documents relating to one case can be uploaded in one envelope transaction.

h) Writs and Abstracts

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

i) Sealed Documents

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

j) Redaction

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

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

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

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

8) EX PARTE APPLICATIONS

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

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

9) PRINTED COURTESY COPIES

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

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

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

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

iii) Pleadings and motions that include points and authorities;

iv) Demurrers;

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

vi) Motions for Summary Judgment/Adjudication; and

vii) Motions to Compel Further Discovery.

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

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

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

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

11) SIGNATURES ON ELECTRONIC FILING

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

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

DATED: May 3, 2019

KEVIN C. BRAZILE
Presiding Judge

*Superior Court of California, County of Los Angeles*

**ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

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

**CROSS-COMPLAINANTS MUST SERVE THIS ADR INFORMATION PACKAGE ON ANY NEW PARTIES NAMED TO THE ACTION WITH THE CROSS-COMPLAINT.**

**WHAT IS ADR?**

Alternative Dispute Resolution (ADR) helps people find solutions to their legal disputes without going to trial. The Court offers a variety of ADR resources and programs for various case types.

**TYPES OF ADR**

- **Negotiation.** Parties may talk with each other about resolving their case at any time. If the parties have attorneys, they will negotiate for their clients.
- **Mediation.** Mediation may be appropriate for parties who want to work out a solution but need help from a neutral third party. A mediator can help the parties reach a mutually acceptable resolution. Mediation may be appropriate when the parties have communication problems and/or strong emotions that interfere with resolution. Mediation may not be appropriate when the parties want a public trial, lack equal bargaining power, or have a history of physical or emotional abuse.
- **Arbitration.** Less formal than a trial, parties present evidence and arguments to an arbitrator 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.
- **Settlement Conferences.** A judge or qualified settlement officer assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Mandatory settlement conferences may be ordered by a judicial officer. In some cases, voluntary settlement conferences may be requested by the parties.

**ADVANTAGES OF ADR**

- **Save time and money.** Utilizing ADR methods is often faster than going to trial and parties can save on court costs, attorney's fees, and other charges.
- **Reduce stress and protect privacy.** ADR is conducted outside of a courtroom setting and does not involve a public trial.
- **Help parties maintain control.** For many types of ADR, parties may choose their ADR process and provider.

**DISADVANTAGES OF ADR**

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

**WEBSITE RESOURCES FOR ADR**

- **Los Angeles Superior Court ADR website:** www.lacourt.org/ADR
- **California Courts ADR website:** www.courts.ca.gov/programs-adr.htm

**Los Angeles Superior Court ADR Programs for Unlimited Civil (cases valued over $35,000)**
Litigants should closely review the requirements for each program and the types of cases served.

- **Civil Mediation Vendor Resource List.** Litigants in unlimited civil cases may use the Civil Mediation Vendor Resource List to arrange voluntary mediations without Court referral or involvement. The Resource List includes organizations that have been selected through a formal process that have agreed to provide a limited number of low-cost or no-cost mediation sessions with attorney mediators or retired judges. Organizations may accept or decline cases at their discretion. Mediations are scheduled directly with these organizations and are most often conducted through videoconferencing. The organizations on the Resource List target active civil cases valued between $50,000-$250,000, though cases outside this range may be considered. *For more information and to view the list of vendors and their contact information, download the Resource List Flyer and FAQ Sheet at www.lacourt.org/ADR/programs.html.*
  **RESOURCE LIST DISCLAIMER:** The Court provides this list as a public service. The Court does not endorse, recommend, or make any warranty as to the qualifications or competency of any provider on this list. Inclusion on this list is based on the representations of the provider. The Court assumes no responsibility or liability of any kind for any act or omission of any provider on this list.

- **Mediation Volunteer Panel (MVP).** Unlimited civil cases referred by judicial officers to the Court's Mediation Volunteer Panel (MVP) are eligible for three hours of virtual mediation at no cost with a qualified mediator from the MVP. Through this program, mediators volunteer preparation time and three hours of mediation at no charge. If the parties agree to continue the mediation after three hours, the mediator may charge their market hourly rate. When a case is referred to the MVP, the Court's ADR Office will provide information and instructions to the parties. The Notice directs parties to meet and confer to select a mediator from the MVP or they may request that the ADR Office assign them a mediator. The assigned MVP mediator will coordinate the mediation with the parties. *For more information or to view MVP mediator profiles, visit the Court's ADR webpage at www.lacourt.org/ADR or email ADRCivil@lacourt.org.*

- **Mediation Center of Los Angeles (MCLA) Referral Program.** The Court may refer unlimited civil cases to mediation through a formal contract with the Mediation Center of Los Angeles (MCLA), a nonprofit organization that manages a panel of highly qualified mediators. Cases must be referred by a judicial officer or the Court's ADR Office. The Court's ADR Office will provide the parties with information for submitting the case intake form for this program. MCLA will assign a mediator based on the type of case presented and the availability of the mediator to complete the mediation in an appropriate time frame. MCLA has a designated fee schedule for this program. *For more information, contact the Court's ADR Office at ADRCivil@lacourt.org.*

- **Resolve Law LA (RLLA) Virtual Mandatory Settlement Conferences (MSC).** Resolve Law LA provides three-hour virtual Mandatory Settlement Conferences at no cost for personal injury and non-complex employment cases. Cases must be ordered into the program by a judge pursuant to applicable Standing Orders issued by the Court and must complete the program's online registration process. The program leverages the talent of attorney mediators with at least 10 years of litigation experience who volunteer as settlement officers. Each MSC includes two settlement officers, one each from the plaintiff and defense bars. Resolve Law LA is a joint effort of the Court, Consumer Attorneys Association of Los Angeles County (CAALA), Association of Southern California Defense Counsel (ASCDC), Los Angeles Chapter of the American Board of Trial Advocates (LA-ABOTA), Beverly Hills Bar Foundation (BHBF), California Employment Lawyers Association (CELA), and Los Angeles County Bar Association (LACBA). *For more information, visit https://resolvelawla.com.*

- **Judicial Mandatory Settlement Conferences (MSCs).** Judicial MSCs are ordered by the Court for unlimited civil cases and may be held close to the trial date or on the day of trial. The parties and their attorneys meet with a judicial officer who does not make a decision, but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For more information, visit https://www.lacourt.org/division/civil/CI0047.aspx.

**Los Angeles Superior Court ADR Programs for Limited Civil (cases valued below $35,000)**
Litigants should closely review the requirements for each program and the types of cases served.

- **Online Dispute Resolution (ODR).** Online Dispute Resolution (ODR) is a free online service provided by the Court to help small claims and unlawful detainer litigants explore settlement options before the hearing date without having to come to court. ODR guides parties through a step-by-step program. After both sides register for ODR, they may request assistance from trained mediators to help them reach a customized agreement. The program creates settlement agreements in the proper form and sends them to the Court for processing. Parties in small claims and unlawful detainer cases must carefully review the notices and other information they receive about ODR requirements that may apply to their case. *For more information, visit https://my.lacourt.org/odr.*

- **Dispute Resolution Program Act (DRPA) Day-of-Hearing Mediation.** Through the Dispute Resolution Program Act (DRPA), the Court works with county-funded agencies, including the Los Angeles County Department of Consumer & Business Affairs (DCBA) and the Center for Conflict Resolution (CCR), to provide voluntary day-of-hearing mediation services for small claims, unlawful detainer, limited civil, and civil harassment matters. DCBA and CCR staff and trained volunteers serve as mediators, primarily for self-represented litigants. There is no charge to litigants. *For more information, visit https://dcba.lacounty.gov/countywidedrp.*

- **Temporary Judge Unlawful Detainer Mandatory Settlement Conference Pilot Program.** Temporary judges who have been trained as settlement officers are deployed by the Court to designated unlawful detainer court locations one day each week to facilitate settlement of unlawful detainer cases on the day of trial. For this program, cases may be ordered to participate in a Mandatory Settlement Conference (MSC) by judicial officers at Stanley Mosk, Long Beach, Compton, or Santa Monica. Settlement rooms and forms are available for use on the designated day at each courthouse location. There is no charge to litigants for the MSC. *For more information, contact the Court's ADR Office at ADRCivil@lacourt.org.*