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9 Attorneys for Defendant  
 10 UNITED PARCEL SERVICE, INC.

11  
 12 UNITED STATES DISTRICT COURT  
 13 CENTRAL DISTRICT OF CALIFORNIA  
 14

15 DELAYNA GATLIN, as an individual,  
 16 SANDRA GATLIN, as an individual,  
 17 and on behalf of all others similarly  
 18 situated,

18 Plaintiffs,

19 vs.

20 UNITED PARCEL SERVICE, INC., an  
 21 Ohio corporation; and DOES 1 through  
 22 100,

22 Defendants.

Case No.

**DEFENDANT UNITED PARCEL  
 SERVICE, INC.'S NOTICE OF  
 REMOVAL OF CIVIL ACTION  
 TO FEDERAL COURT**

(Los Angeles Superior Court Case  
 No. BC692415)

**NOTICE OF REMOVAL**

1  
2 TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT  
3 COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, PLAINTIFFS  
4 DELAYNA GATLIN AND SANDRA GATLIN AND THEIR ATTORNEYS OF  
5 RECORD:

6 PLEASE TAKE NOTICE that Defendant UNITED PARCEL SERVICE,  
7 INC. (“UPS” or “Defendant”) hereby removes this action from the Superior Court  
8 of the State of California for the County of Los Angeles to the United States  
9 District Court for the Central District of California. UPS removes this action  
10 pursuant to 28 U.S.C. §§ 1332 (as amended by the Class Action Fairness Act of  
11 2005, Pub. L. 109-2, § 4(a) and 1441(a) and (b), for the following reasons:

12 1. On or about January 31, 2018, Plaintiffs Delayna Gatlin and Sandra  
13 Gatlin (“Plaintiffs”) filed a Class Action Complaint in the Superior Court of the  
14 State of California for the County of Los Angeles (“Superior Court”) entitled  
15 “*Delayna Gatlin, as an individual, Sandra Gatlin, as an individual, and on behalf*  
16 *of all others similarly situated, v. United Parcel Service, Inc., an Ohio corporation,*  
17 *and DOES 1 through 100,”* designated as Case No. BC692415 (the “Action”). A  
18 true and correct copy of Plaintiffs’ Complaint in the Action is attached to the  
19 Declaration of Amanda Bolliger Crespo in Support of Defendant United Parcel  
20 Service, Inc.’s Notice of Removal of Civil Action to Federal Court (“Crespo  
21 Decl.”) as Exhibit A.<sup>1</sup> See Crespo Decl. ¶ 3, Ex. A.

22 2. The Complaint asserts “Class Action Allegations” for alleged (a)  
23 overtime violations; (b) rest periods violations; (c) waiting time penalties; (d) wage  
24 statement violations; and (e) unfair business practices. The Complaint further  
25 alleges the following purported causes of action: (1) failure to pay all overtime

26 <sup>1</sup> In accordance with 28 U.S.C. § 1446(a), the Complaint and all other publicly-  
27 available process, pleadings or orders that were served on UPS in this action also  
28 are attached to this filing as Exhibit A.

1 wages owed in violation of Labor Code §§ 204, 510, 558, 1194 and 1998 (First  
2 Cause of Action); (2) failure to authorize and permit all rest periods in violation of  
3 Labor Code §§ 226.7 and 516 (Second Cause of Action); (3) failure to provide  
4 complete and accurate wage statements in violation of California Labor Code § 226  
5 *et seq.* (Third Cause of Action); (4) failure to pay waiting time penalties in violation  
6 of Labor Code §§201 through 203 (Fourth Cause of Action); and (5) unfair  
7 business practices in violation of California’s Unfair Competition Act (“UCL”),  
8 Bus. & Prof. Code §17200 *et seq* (Fifth Cause of Action).

9 3. Plaintiffs served the Complaint on UPS on March 15, 2018. *See*  
10 *Crespo Decl.* ¶ 4.

11 4. Defendants Does 1 through 100 are unnamed and unknown, and  
12 therefore have not been served with the Complaint. *See Compl.* ¶ 6.

13 5. Defendant filed an answer or other pleading in response to Plaintiffs’  
14 Complaint on April 12, 2018. *See Crespo Decl.* ¶ 5, Ex. B.

15 6. In accordance with 28 U.S.C. § 1446(d), the undersigned counsel  
16 certifies that a copy of this Notice of Removal and all supporting papers will be  
17 promptly served on Plaintiffs’ counsel and filed with the Clerk of the Los Angeles  
18 County Superior Court. True and correct copies of the Notice to Superior Court of  
19 Removal to Federal Court and Notice to Adverse Parties of Removal to Federal  
20 Court are attached to the Crespo Declaration as Exhibits D and E, respectively.  
21 Therefore, all procedural requirements under 28 U.S.C. § 1446 have been satisfied.

22 7. This Notice of Removal is timely. It is filed within thirty (30) days of  
23 receipt of the Complaint, making this matter removable pursuant to 28 U.S.C.  
24 § 1446(b).

25 8. Venue is set in this District pursuant to 28 U.S.C. § 1441(a) because  
26 the Superior Court where the removed case was pending is located within this  
27 District.

1           9.       This Action is one over which this Court has original jurisdiction  
2 under the provisions of 28 U.S.C. § 1332, and may be removed to this Court  
3 pursuant to 28 U.S.C. § 1441(a) on the following grounds.

4                   **REMOVAL BASED ON CLASS ACTION FAIRNESS ACT OF 2005**

5                                   **(28 U.S.C. § 1332(d))**

6           1.       This Action is properly removed to this Court under the rules for  
7 diversity of citizenship jurisdiction under the Class Action Fairness Act of 2005,  
8 Pub. L. 109-2, §4(a), 119 Stat. 9.

9           2.       The Class Action Fairness Act of 2005 amended 28 U.S.C. § 1332 to  
10 provide that a putative class action is removable to federal court if: (1) the proposed  
11 class members number at least 100; (b) the amount in controversy exceeds  
12 \$5,000,000, exclusive of interest and costs; and (c) any member of a class of  
13 plaintiffs is a citizen of a state different from that of any defendant.

14           3.       Plaintiffs' Complaint is pled as a putative class action by which  
15 Plaintiffs seek to represent "all persons who worked for Defendants as non-exempt,  
16 hourly-paid employees in California" during "the four years preceding the filing of  
17 the Complaint through the present." Compl. ¶ 17. At this time, there are at least  
18 90,000 individuals who were employed in non-exempt hourly positions by UPS in  
19 California during the time period between December 29, 2013 and February 7,  
20 2018 alone. Declaration of John Shipley in Support of Defendant United Parcel  
21 Service, Inc.'s Notice of Removal of Civil Action to Federal Court ("Shipley  
22 Decl.") ¶ 4; *see also* Compl. ¶ 17 (as noted above, the Complaint defines the class  
23 period as "four years preceding the filing of the Complaint through the present").  
24 Plaintiff further alleges that "it is estimated that the members of the Classes number  
25 greater than one hundred (100) individuals." Compl. ¶ 19. Therefore, the  
26 requirement that the proposed class consist of at least 100 members is satisfied.

27           4.       UPS may properly remove this Action on the basis of diversity of  
28 citizenship jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) because:

- 1 a. Plaintiffs Delayna Gatlin and Sandra Gatlin are now, and were  
2 at the time the Action was commenced, citizens of the State of  
3 California within the meaning of 28 U.S.C. § 1332. *See* Compl.  
4 ¶ 3 (“At all relevant times herein, Plaintiffs were and currently  
5 are, California residents.”).
- 6 b. Plaintiffs’ Complaint alleges that they were employed by UPS in  
7 California as non-exempt employees. *See* Compl. ¶¶ 3, 5.
- 8 c. At least one currently-employed non-exempt hourly employee in  
9 California lists California as his state of residence. *See* Shipley  
10 Decl. ¶ 3.
- 11 d. UPS is now, and was at the time this Action was commenced, a  
12 citizen of a state other than California within the meaning of 28  
13 U.S.C. § 1332(c)(1) because UPS is now, and was at the time  
14 this Action was commenced, a corporation organized under the  
15 laws of the State of Ohio with its principal place of business in  
16 the State of Georgia. *See* Declaration of Ryan Swift in Support  
17 of Defendant United Parcel Service, Inc.’s Notice of Removal of  
18 Civil Action to Federal Court ¶¶ 2-5.
- 19 e. UPS is the only defendant named in this Action, and the  
20 presence of Doe defendants has no bearing on diversity with  
21 respect to removal. *See* 28 U.S.C. § 1441(b) (“[T]he citizenship  
22 of defendants sued under fictitious names shall be  
23 disregarded.”).

24 5. Without admitting that Plaintiffs and/or the purported classes could  
25 recover any damages, the amount in controversy placed by Plaintiffs in this Action,  
26 in which Plaintiffs assert a maximum four-year liability period, exceeds  
27 \$5,000,000, exclusive of interest and costs, based on the following:  
28

- 1 a. Under the removal statute, “[i]n any class action, the claims of  
2 the individual class members shall be aggregated to determine  
3 whether the matter in controversy exceeds the sum or value of  
4 \$5,000,000, exclusive of interest and costs.” 28 U.S.C.  
5 § 1332(d)(6).
- 6 b. Between December 29, 2013 and February 7, 2018 alone, there  
7 were at least 90,000 individuals employed by UPS in California  
8 in non-exempt hourly positions. *See Shipley Decl.* ¶ 4. Thus,  
9 there are at least 90,000 individuals who fall within the scope of  
10 Plaintiffs’ alleged class definition and are alleged to be the  
11 Putative Class Members in this Action.
- 12 c. The average hourly wage rate of individuals holding a non-  
13 exempt hourly position in California between  
14 December 29, 2013 and February 7, 2018 was approximately  
15 \$22.30. *See id.* ¶ 5.
- 16 d. Between December 29, 2016 and February 7, 2018, there were  
17 at least 75,000 individuals employed by UPS in non-exempt  
18 hourly positions in California. *See id.* ¶ 5. These individuals  
19 worked an average of at least 25 pay periods between December  
20 29, 2016 and February 7, 2018. *Id.*
- 21 e. In the Complaint, Plaintiffs allege that UPS failed to pay  
22 overtime wages, failed to provide rest breaks, failed to provide  
23 accurate wage statements, failed to pay waiting time penalties,  
24 and violated the UCL. *See Compl., passim.* Plaintiffs, on behalf  
25 of themselves and those individuals they allege are similarly  
26 situated, seek to recover unpaid wages, penalties, restitution, and  
27 attorneys’ fees against UPS for the four-year period preceding  
28 the filing of the Complaint, continuing through the date of final

1 judgment. *Id.* Based on these allegations, the amount Plaintiffs  
 2 have placed in controversy exceeds \$5,000,000, as summarized  
 3 and explained below.

4 Rest Period Compensation	\$4,014,000
5 Wage Statement Penalties	\$11,250,000
6 <b>TOTAL</b>	<b>\$15,264,000</b>

7  
 8  
 9 i. Rest Period Compensation: In the Complaint, Plaintiffs  
 10 also claim that UPS denied them and the Putative Class  
 11 Members rest periods. Compl. ¶ 13 (alleging that UPS  
 12 prevented Plaintiffs and class members from taking duty-  
 13 free rest periods when they worked 3.5 hours or more on a  
 14 shift).

15 Assuming that Plaintiffs and the Putative Class Members  
 16 each missed just two rest periods during the entire  
 17 liability period, the amount in controversy as to Plaintiffs'  
 18 rest break claims would be at least \$4,014,000 (2 rest  
 19 period premiums x \$22.30 per hour x 90,000 Putative  
 20 Class Members).

21 ii. Wage Statement Penalties: In the Complaint, Plaintiffs  
 22 allege that UPS “knowingly and intentionally, as a matter  
 23 of uniform practice and policy, failed to furnish Plaintiff  
 24 [sic] and the Wage Statement Class with accurate,  
 25 itemized wage statements that included among other  
 26 requirements, the employer’s address, accurate applicable  
 27 hourly rates, total gross wages earned, rest period  
 28 premiums, and total net wages earned in violation of

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Labor Code §226 *et seq.*” Compl. ¶ 34; *see also id.* ¶ 36 (alleging that “Defendants’ failures created an entitlement to Plaintiff [sic] and members of the Wage Statement Class in a civil action for damages and/or penalties pursuant to Labor Code § 226, including statutory penalties [sic] civil penalties, reasonable attorneys’ fees, and costs according to suit pursuant to Labor Code § 226 *et seq.*)

iii. California law requires employers to provide employees with itemized wage statements that accurately state the gross wages earned, total hours worked, net wages earned, and the name and address of the legal entity that is the employer, among other items. Cal. Lab. Code § 226. Employees who suffer injury from an employer that knowingly failed to provide the required itemized wage statements may recover wage statement penalties of \$50 for an initial violation and \$100 for subsequent violations. *Id.* § 226(e). Under California Labor Code section 340(a), the limitations period for wage statement penalties is one year.

Between December 29, 2016 and February 7, 2018, at least 75,000 Putative Class Members were employed by UPS. During this period of time, these Putative Class Members were employed for an average of at least 25 pay periods. Assuming that Plaintiffs can establish just two non-compliant wage statements for those Putative Class Members during that limited time frame, the amount in controversy as to Plaintiffs’ wage statement penalty claim

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would be at least **\$11,250,000** (\$50 penalty + \$100 penalty) x 75,000 Putative Class Members).

6. Accordingly, because proposed class members number at least 100, because there is diversity of citizenship jurisdiction under the Class Action Fairness Act of 2005, and because the amount in controversy is met, UPS has satisfied the requirements for removal under 28 U.S.C. § 1332(d).

WHEREFORE, UPS hereby removes the above action now pending before the Superior Court for the State of California for the County of Los Angeles to this Court.

DATED: April 13, 2018

GRUBE BROWN & GEIDT LLP

BY: /s/ Elizabeth A. Brown  
ELIZABETH A. BROWN

Attorneys for Defendant  
UNITED PARCEL SERVICE, INC.

**ORIGINAL**

SUM-100

**SUMMONS  
(CITACION JUDICIAL)**

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

UNITED PARCEL SERVICE, INC., an Ohio corporation; and DOES 1 through 100

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

DELAYNA GATLIN, as an individual, SANDRA GATLIN, as an individual, and on behalf of all others similarly situated

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

**FILED**

Superior Court of California  
County of Los Angeles

**JAN 31 2018**

Sherri R. Carter, Executive Officer/Clerk

By Shaunya Bolden Deputy

Shaunya Bolden

**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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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 Street, Los Angeles, CA 90012

CASE NUMBER:  
(Número del Caso):

BC 6 9 2 4 1 5

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):

Scott M. Lidman, Esq., Lidman Law, APC Telephone No.: 424-322-4772  
222 N. Sepulveda Blvd., Suite 1550, El Segundo, California 90245 Fax No. 424-322-4775

DATE:  
(Fecha)

**JAN 31 2018**

SHERRI R. CARTER  
Clerk, by  
(Secretario)

Shaunya Bolden

Deputy  
(Adjunto)

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

**SHAUNYA BOLDEN**

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

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



**FAXED**

**ORIGINAL**

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Tel: (424) 322-4772  
12 Fax: (424) 322-4775

13 Attorneys for Plaintiffs  
14 DELAYNA GATLIN AND SANDRA GATLIN

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF LOS ANGELES**

17 DELAYNA GATLIN, as an individual,  
18 SANDRA GATLIN, as an individual, and on  
behalf of all others similarly situated,

19  
20 Plaintiff,

21 vs.

22 UNITED PARCEL SERVICE, INC., an Ohio  
corporation; and DOES 1 through 100,

23 Defendants.  
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Case No.:

**BC 6 9 2 4 1 5**

**CLASS ACTION COMPLAINT:**

- (1) **FAILURE TO PAY ALL OVERTIME WAGES OWED (LABOR VODE §§ 204, 510, 558, 1194, 1198)**
- (2) **FAILURE TO AUTHORIZE AND PERMIT ALL REST PERIODS (LABOR CODE §§ 226.7, 516);**
- (3) **WAGE STATEMENT VIOLATIONS (LABOR CODE § 226 et seq.);**
- (4) **WAITING TIME PENALTIES (LABOR CODE §§ 201-203);**
- (5) **UNFAIR COMPETITION (BUS & PROF CODE § 17200 et seq.)**

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

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

**JAN 31 2018**

Sherril R. Carter, Executive Officer/Clerk  
By  Deputy  
Stephanie Golden

**FAXED**

01/31/2018

1 Plaintiffs Delayna Gatlin and Sandra Gatlin (“Plaintiffs”), on behalf of themselves and  
 2 all others similarly situated, hereby bring this Class Action Complaint (“Complaint”) against  
 3 United Parcel Services, Inc., an Ohio corporation, and DOES 1 to 100, inclusive (collectively  
 4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring  
 7 this Complaint for recovery of unpaid wages and penalties under California Business &  
 8 Professions Code § 17200 *et. seq.*, Labor Code §§ 510, 516, 1194, 1194.2, 1197, 1197.1, 1198,  
 9 and Industrial Welfare Commission Wage Order 9 (“Wage Order 9”), in addition to seeking  
 10 declaratory relief and restitution. This Complaint is brought pursuant to California Code of Civil  
 11 Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor  
 12 Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§  
 15 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in  
 16 the County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s)  
 17 within the County of Los Angeles, and/or otherwise are found within the County of Los  
 18 Angeles, and Defendants are within the jurisdiction of this Court for purposes of service of  
 19 process.

20 **PARTIES**

21 3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times  
 22 herein, Plaintiffs were and currently are, California residents. During the four years  
 23 immediately preceding the filing of the Complaint in this action and within the statute of  
 24 limitations periods applicable to each cause of action pled herein, Plaintiffs were employed by  
 25 Defendants as non-exempt employees. Plaintiffs were, and are, a victim of Defendants’ policies  
 26 and/or practices complained of herein, lost money and/or property, and have been deprived of  
 27 the rights guaranteed by Labor Code §§ 201-203, 226 *et seq.*, 226.7, 510, 516, 558, 1194, and  
 28 1198; California Business & Professions Code § 17200 *et seq.* (“Unfair Competition Law”); and

01/31/2018

1 Wage Order 9, which sets employment standards for the transportation industry, which includes  
2 the industry in which Plaintiffs worked for Defendants.

3 4. Plaintiffs are informed and believe, and based thereon allege, that during the four  
4 years preceding the filing of the Complaint and continuing to the present, Defendants did (and  
5 continue to do) business as a global logistics company, offering a broad range of solutions  
6 including transportation of packages and freight.

7 5. Defendants employed Plaintiffs and other, similarly-situated non-exempt  
8 employees within, among other counties, Los Angeles County and the state of California and,  
9 therefore, were (and are) doing business in Los Angeles County and the State of California.

10 6. Plaintiffs do not know the true names or capacities, whether individual, partner,  
11 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason,  
12 said defendants are sued under such fictitious names, and Plaintiffs will seek leave from this  
13 Court to amend this Complaint when such true names and capacities are discovered. Plaintiffs  
14 are informed, and believe, and based thereon allege, that each of said fictitious defendants,  
15 whether individual, partners, or corporate, were responsible in some manner for the acts and  
16 omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in  
17 Paragraph 17) to be subject to the unlawful employment practices, wrongs, injuries and  
18 damages complained of herein.

19 7. Plaintiffs are informed, and believe, and thereon allege, that at all times  
20 mentioned herein, Defendants were and are the employers of Plaintiffs and all members of the  
21 Classes.

22 8. At all times herein mentioned, each of said Defendants participated in the doing  
23 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the  
24 Defendants, and each of them, were the agents, servants, and employees of each and every one  
25 of the other Defendants, as well as the agents of all Defendants, and at all times herein  
26 mentioned were acting within the course and scope of said agency and employment.  
27 Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every  
28 one of the acts or omissions complained of herein.

01/31/2018

1 9. At all times mentioned herein, Defendants, and each of them, were members of  
2 and engaged in a joint venture, partnership, and common enterprise, and acting within the  
3 course and scope of and in pursuance of said joint venture, partnership, and common enterprise.  
4 Further, Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs  
5 and all members of the Classes.

6 **GENERAL FACTUAL ALLEGATIONS**

7 10. Plaintiff Delayna R. Gatlin was employed by Defendants as a non-exempt  
8 employee from approximately November 22, 2017 through December 12, 2017 as an Unloader  
9 at Defendants' hub located in Compton, California.

10 11. Plaintiff Sandra Gatlin was employed by Defendants as a non-exempt employee  
11 from approximately November 22, 2017 through December 12, 2017 as a Mail Sorter/Package  
12 Handler at Defendants' hub located in Compton, California.

13 12. Throughout Plaintiffs' employment with Defendants, Defendants paid Plaintiff  
14 and other non-exempt employees non-discretionary attendance bonuses and other forms of non-  
15 discretionary pay (hereinafter the aforementioned forms of pay are collectively referred to as  
16 "Incentive Pay"). For example, Defendants paid Plaintiff Delayna R. Gatlin Incentive Pay in the  
17 amount of \$50.00 during the pay period of December 3, 2017 through December 9, 2017, but  
18 failed to include the Incentive Pay in the regular rate of pay for purposes of calculating overtime  
19 wages. As a result of Defendants' failure to properly calculate Plaintiff Delayna R. Gatlin's  
20 regular rate of pay for overtime purposes, Plaintiff Delayna R. Gatlin has been underpaid her  
21 required overtime wages.

22 13. Throughout Plaintiffs' employment with Defendants, Plaintiffs and other non-  
23 exempt employees were not authorized and permitted to take all required rest periods due to  
24 Defendants' rest period policies/practices. Defendants' rest period policies/practices fail to  
25 authorize and permit all rest periods for every four hours worked, or major fraction thereof. For  
26 example, due to lack of coverage and the work demands that Defendants imposed on Plaintiffs,  
27 Plaintiffs were not authorized or permitted to take all required duty-free rest periods when they  
28 worked 3.5 hours or more on a shift, in violation of California law. Further, on those occasions

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1 when Plaintiffs were not authorized and permitted to take all legally-compliant rest periods to  
2 which they were entitled, Defendants failed to compensate Plaintiffs with the required rest  
3 period premium for each workday in which they experienced a rest period violation as  
4 mandated by Labor Code § 226.7.

5 14. At the time Plaintiffs' employment with Defendants was terminated in December  
6 12, 2017, Defendants owed Plaintiffs unpaid overtime wages and/or rest period premiums, yet  
7 failed at the time of their termination and through the present to timely pay Plaintiffs for all  
8 wages to which they were legally entitled, in violation of Labor Code §§ 202-203.

9 15. In addition, Defendants violated Labor Code section 202 when they paid Plaintiff  
10 Delayna R. Gatlin on December 15, 2017 and December 29, 2017, even though they terminated  
11 her employment on December 12, 2017. Defendants also violated Labor Code section 202  
12 when they paid Plaintiff Sandra Gatlin on December 15, 2017 and December 29, 2017 even  
13 though her employment was terminated on December 12, 2017. As such, Defendants failure to  
14 pay all final wages was willful within the meaning of Labor Code § 203.

15 16. As a result of Defendants' failure to pay all overtime and/or failure to pay all rest  
16 period premium wages, Defendants failed to provide Plaintiffs with accurate, itemized wage  
17 statements. Additionally, Defendants wage statements were also deficient in that they did not  
18 identify the address of Plaintiffs' employer in violation of Labor Code § 226(a).

19 **CLASS ACTION ALLEGATIONS**

20 17. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the  
21 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 22 a. The Overtime Class consists of all of Defendants' current and former non-  
23 exempt employees in California who worked in excess of 8 hours in a work day  
24 and/or in excess of 40 hours in a work week and received Incentive Pay during a  
25 corresponding time period, the four years preceding the filing of the Complaint  
26 through the present.
- 27 b. The Rest Period Class consists of all of Defendants' current and former non-  
28 exempt employees in California who: worked at least one shift of 3.5 hours or

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1 more during the four years immediately preceding the filing of the Complaint  
2 through the present.

3 c. The Waiting Time Penalty Class consists of all members of the (i) Overtime  
4 Class; (ii) Rest Period Class; and/or (iii) former non-exempt employees in  
5 California who were paid after their termination date and who separated their  
6 employment from Defendants during the three years immediately preceding the  
7 filing of the Complaint through the present.

8 d. The Wage Statement Class consists of members of the: (i) Overtime Class; (ii)  
9 Rest Period Class; and/or (iii) any exempt or non-exempt employee who  
10 received a wage statement that did not have the Defendant's address on it during  
11 the one year immediately preceding the filing of the Complaint through the  
12 present.

13 e. The UCL Class consists of members of the: (i) Overtime Class; and/or (ii) Rest  
14 Period Class during the four years immediately preceding the filing of the  
15 Complaint through the present

16 18. Plaintiffs reserve the right under Rule 3.765(b) of the California Rules of Court,  
17 to amend or modify the description of the various classes with greater specificity or further  
18 division into subclasses or limitation to particular issues.

19 19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that  
20 joinder of all members would be unfeasible and not practicable. The membership of the Classes  
21 is unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes  
22 number greater than one hundred (100) individuals. The identity of such membership is readily  
23 ascertainable via inspection of Defendants' employment records.

24 20. **Common Questions of Law and Fact Predominate/Well Defined Community**  
25 **of Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly  
26 situated employees, which predominate over questions affecting only individual members.  
27 Those common questions include, without limitation:

28 i. Whether Defendants properly paid overtime wages at the regular rate to

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- 1 members of the Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1192,
- 2 1194, 1194.2, 1197, 1197.1 and 1198;
- 3 ii. Whether Defendants authorized and permitted all legally compliant rest periods
- 4 to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 5 iii. Whether Defendants paid all wages owed to its terminated/separated employees
- 6 at the time of said termination/separation pursuant to Labor Code §§ 201-203;
- 7 iv. Whether Defendants provided accurate, itemized wage statements to their
- 8 employees; and
- 9 v. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive
- 10 business practices by and through the wage and hour policies and practices
- 11 described above, and whether as a result Defendants owe the Classes restitution.

12 21. **Predominance of Common Questions:** Common questions of law and fact  
 13 predominate over questions that affect only individual members of the Classes. The common  
 14 questions of law set forth above are numerous and substantial and stem from Defendants'  
 15 policies and/or practices applicable to each individual class member, such as Defendants'  
 16 uniform overtime wage payment, rest period policies/practices, payment of wages to  
 17 terminated/separate employees and providing of wage statements. As such, the common  
 18 questions predominate over individual questions concerning each individual class member's  
 19 showing as to their eligibility for recovery or as to the amount of their damages.

20 22. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes  
 21 because Plaintiffs were employed by Defendants as non-exempt employees in California during  
 22 the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As  
 23 alleged herein, Plaintiff Delayna R. Gatlin, like the members of the Classes, was not provided  
 24 all legally required overtime wages. Further, as alleged herein, Plaintiffs were not authorized  
 25 and permitted to take all required rest periods, did not receive rest period premium wages when  
 26 they were not authorized and permitted to take compliant rest periods, were not provided with  
 27 accurate, itemized wage statements, and were not paid all final wages due on their termination  
 28 dates.

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1           23.     **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary  
2 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,  
3 Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members  
4 of the Classes and Plaintiffs. Plaintiffs' attorneys have prosecuted and defended numerous  
5 wage-and-hour class actions in state and federal courts in the past and are committed to  
6 vigorously prosecuting this action on behalf of the members of the Classes.

7           24.     **Superiority:** The California Labor Code is broadly remedial in nature and serves  
8 an important public interest in establishing minimum working conditions and standards in  
9 California. These laws and labor standards protect the average working employee from  
10 exploitation by employers who have the responsibility to follow the laws and who may seek to  
11 take advantage of superior economic and bargaining power in setting onerous terms and  
12 conditions of employment. The nature of this action and the format of laws available to  
13 Plaintiffs and members of the Classes make the class action format a particularly efficient and  
14 appropriate procedure to redress the violations alleged herein. If each employee were required  
15 to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage  
16 since they would be able to exploit and overwhelm the limited resources of each individual  
17 plaintiff with their vastly superior financial and legal resources. Moreover, requiring each  
18 member of the Classes to pursue an individual remedy would also discourage the assertion of  
19 lawful claims by employees who would be disinclined to file an action against their former  
20 and/or current employer for real and justifiable fear of retaliation and permanent damages to  
21 their careers at subsequent employment. Further, the prosecution of separate actions by the  
22 individual class members, even if possible, would create a substantial risk of inconsistent or  
23 varying verdicts or adjudications with respect to the individual class members against  
24 Defendants herein; and which would establish potentially incompatible standards of conduct for  
25 Defendants; and/or legal determinations with respect to individual class members which would,  
26 as a practical matter, be dispositive of the interest of the other class members not parties to  
27 adjudications or which would substantially impair or impede the ability of the class members to  
28 protect their interests. Further, the claims of the individual members of the Classes are not

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1 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant  
2 costs and expenses attending thereto. As such, the Classes identified in Paragraph 17 are  
3 maintainable as a Class under § 382 of the Code of Civil Procedure.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY ALL OVERTIME WAGES**

6 **(AGAINST ALL DEFENDANTS)**

7 25. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

8 26. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194  
9 and 1198 which provide that all non-exempt employees are entitled to all overtime wages for all  
10 overtime worked (hours in excess of 8 in one day and/or 40 in one week), and provide a private  
11 right of action for the failure to pay all overtime compensation for overtime work performed.

12 27. At all times relevant herein, Defendants were required to properly compensate  
13 Plaintiff Delayna R. Gatlin and the members of the Overtime Class for all overtime hours  
14 worked pursuant to California Labor Code §§ 510 and 1194, and Wage Order 9. Labor Code §  
15 510 and Wage Order 9, Section 3 require an employer to pay an employee “one and one-half  
16 (1½) times the regular rate of pay” for work in excess of 8 hours per workday and/or in excess  
17 of 40 hours per workweek. Labor Code § 510 and Wage Order 9, Section 3 also require an  
18 employer to pay an employee double the employee’s regular rate for work in excess of 12 hours  
19 each workday and/or in excess of 8 hours on the seventh consecutive day of work in the  
20 workweek. Defendants caused Plaintiff Delayna R. Gatlin and the members of the Overtime  
21 Class to work in excess of 8 hours in a workday and/or 40 hours in a workweek but did not  
22 properly compensate Plaintiff Delayna R. Gatlin and the members of the Overtime Class at one  
23 and one-half their regular rate of pay for such hours.

24 28. The foregoing practices and policies are unlawful and create entitlement to  
25 recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid  
26 amount of overtime premium owing, including interest thereon, as well as statutory penalties,  
27 civil penalties, and attorneys’ fees and costs of suit, pursuant to Labor Code §§ 204, 218.5,  
28 218.6, 510, 558, 1194 and 1198, Wage Order 9, California Code of Civil Procedure § 1021.5

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1 California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

2 **SECOND CAUSE OF ACTION**

3 **FAILURE TO AUTHORIZE AND PERMIT ALL REST PERIODS**

4 **(AGAINST ALL DEFENDANTS)**

5 29. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

6 30. Wage Order 9, § 12 and California Labor Code §§ 226.7 and 516 establish the  
7 right of employees to be authorized and permitted to take a paid rest period of at least ten (10)  
8 minutes net rest time for each four (4) hour period worked, or major fraction thereof.

9 31. As alleged herein, Defendants failed to authorize and permit Plaintiffs and  
10 members of the Rest Period Class to take all required rest periods.

11 32. The foregoing violations create an entitlement to recovery by Plaintiffs and  
12 members of the Rest Period Class in a civil action for the unpaid amount of rest period  
13 premiums owing, including interest thereon, as well as statutory penalties, civil penalties, and  
14 costs of suit according to California Labor Code §§ 226.7, 516, 558, Wage Order 4, California  
15 Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

18 **(AGAINST ALL DEFENDANTS)**

19 33. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

20 34. Plaintiffs are informed and believe, and based thereon alleges, that Defendants  
21 knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish  
22 Plaintiff and the Wage Statement Class with accurate, itemized wage statements that included  
23 among other requirements, the employer's address, accurate applicable hourly rates, total gross  
24 wages earned, rest period premiums, and total net wages earned in violation of Labor Code  
25 §226 *et seq.*

26 35. Defendants' failure to furnish Plaintiffs and the members of the Wage Statement  
27 Class with complete and accurate, itemized wage statements resulted in actual injury, as said  
28 failures led to, among other things, the non-payment of all of regular and overtime wages earned

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1 and non-payment of their rest period premiums, and deprived them of the information necessary  
2 to identify discrepancies in Defendants' reported data.

3 36. Defendants' failures created an entitlement to Plaintiff and members of the Wage  
4 Statement Class in a civil action for damages and/or penalties pursuant to Labor Code § 226,  
5 including statutory penalties civil penalties, reasonable attorneys' fees, and costs according to  
6 suit pursuant to Labor Code § 226 *et seq.*

7 **FOURTH CAUSE OF ACTION**

8 **FAILURE TO PAY ALL WAGES OWED UPON TERMINATION**

9 **(AGAINST ALL DEFENDANTS)**

10 37. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

11 38. This cause of action is brought pursuant to Labor Code §§ 201-203 which require  
12 an employer to pay all wages immediately at the time of termination of employment in the event  
13 the employer discharges the employee or the employee provides at least 72 hours of notice of  
14 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her  
15 intent to quit, said employee's wages become due and payable not later than 72 hours upon said  
16 employee's last date of employment.

17 39. Defendants failed to timely pay Plaintiffs all of their final wages at the time of  
18 termination, which include, among other things, underpaid overtime wages and rest period  
19 premium wages. Further, Plaintiffs are informed and believe, and based thereon allege, that as a  
20 matter of uniform policy and practice, Defendants continue to fail to pay class members of the  
21 Waiting Time Penalty Class all earned wages at the end of employment in a timely manner  
22 pursuant to the requirements of Labor Code §§ 201-203. For example, Plaintiff Delayna Gatlin  
23 was separated on December 12, 2017 and Defendants paid her on December 15, 2017,  
24 December 20, 2017 and December 29, 2017, while Plaintiff Sandra Gatlin was separated on  
25 December 12, 2017 and Defendants paid her on December 15, 2017 and December 29, 2017.  
26 Defendants failure to pay all final wages was willful within the meaning of Labor Code § 203.

27 40. Defendants' willful failure to timely pay Plaintiffs and the members of the  
28 Waiting Time Penalty Class their earned wages upon separation from employment results in a

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1 continued payment of wages up to thirty (30) days from the time the wages were  
2 due. Therefore, Plaintiffs and members of the Waiting Time Penalty Class are entitled to  
3 compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

4 **FIFTH CAUSE OF ACTION**

5 **UNFAIR COMPETITION**

6 **(AGAINST ALL DEFENDANTS)**

7 41. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

8 42. Defendants have engaged and continue to engage in unfair and/or unlawful  
9 business practices in California in violation of California Business and Professions Code §  
10 17200 *et seq.*, by failing to pay all overtime, failing to authorize and permit all required rest  
11 periods, and failing to pay rest period premiums.

12 43. Defendants' utilization of these unfair and/or unlawful business practices  
13 deprived Plaintiffs and continues to deprive members of the Classes of compensation to which  
14 they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair  
15 advantage over Defendants' competitors who have been and/or are currently employing workers  
16 and attempting to do so in honest compliance with applicable wage and hour laws.

17 44. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct  
18 alleged herein, Plaintiffs for themselves and on behalf of the members of the Classes, seeks full  
19 restitution of monies, as necessary and according to proof, to restore any and all monies  
20 withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code  
21 §§ 17203 and 17208.

22 45. The acts complained of herein occurred within the last four years immediately  
23 preceding the filing of the Complaint in this action.

24 46. Plaintiffs were compelled to retain the services of counsel to file this court action  
25 to protect his interests and those of the Classes, to obtain restitution and injunctive relief on  
26 behalf of Defendants' current non-exempt employees, and to enforce important rights affecting  
27 the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and  
28 costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

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PRAYER

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiffs as representative of the Classes;
3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198.
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
6. Upon the Third Cause of Action, for penalties pursuant to Labor § 226;
7. Upon the Fourth Cause of Action, for waiting time penalties pursuant to Labor § 203;
8. Upon the Fifth Cause of Action, for restitution to Plaintiffs and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
9. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;
10. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and
11. For such other and further relief the Court may deem just and proper.

Dated: January 30, 2018

Respectfully submitted,  
LIDMAN LAW APC

By:



\_\_\_\_\_  
 Scott M. Lidman  
 Elizabeth Nguyen  
 Attorneys for Plaintiffs

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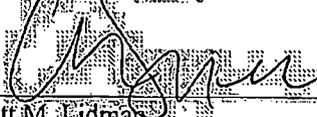
**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.

Dated: January 30, 2018

Respectfully submitted,  
LIDMAN LAW APC

By:

  
\_\_\_\_\_  
Scott M. Lidman  
Elizabeth Nguyen  
Attorneys for Plaintiffs

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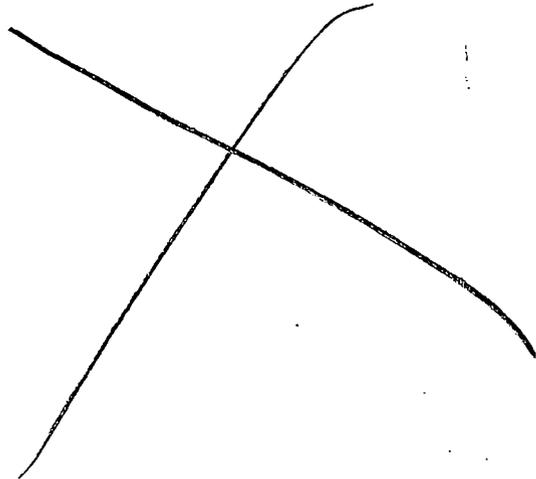
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LEA/DEF#:

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CHECK: \$1,000.00  
CASH: \$0.00  
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CIT/CASE: BC692415  
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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Scott M. Lidman (SBN 199433) Lidman Law, APC 222 N. Sepulveda Blvd., Suite 1550 El Segundo, CA 90245 TELEPHONE NO.: 424-322-4772 FAX NO.: 424-322-4775 ATTORNEY FOR (Name): Plaintiffs Delayna Gatlin and Sandra Gatlin		<b>FILED</b> Superior Court of California County of Los Angeles <b>JAN 31 2018</b> Sherri R. Carter, Executive Officer/Clerk By  Deputy Stalmya Bolden
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: SAME CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk		
CASE NAME: Delayna Gatlin, et al., v. United Parcel Service, Inc.		CASE NUMBER: JUDGE: <b>BC 692415</b> DEPT:
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

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

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

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

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input checked="" type="checkbox"/> Large number of witnesses   |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence  | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify): 5: Failure to Pay All Overtime Wages Owed; etc.
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 31, 2018  
Scott M. Lidman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

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CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

Other PII/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 PII/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

Non-PII/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-PII/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

01/31/2018

**ORIGINAL**

BC 692415

SHORT TITLE Delayna Gallin, et al. v. United Parcel Service, Inc.	CASE NUMBER
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2:3 in all new civil case filings in the Los Angeles Superior Court.

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

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

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

**Applicable Reasons for Choosing Court Filing Location (Column C)**

- 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
- 2. Permissive filing in central district.
- 3. Location where cause of action arose.
- 4. Mandatory personal injury filing in North District.
- 5. Location where performance required or defendant resides.
- 6. Location of property or permanently garaged vehicle.
- 7. Location where petitioner resides.
- 8. Location wherein defendant/respondent functions wholly.
- 9. Location where one or more of the parties reside.
- 10. Location of Labor Commissioner Office.
- 11. Mandatory filing location (Hub Cases -- unlawful detainer; limited non-collection; limited collection; or personal injury).

**FAXED**

Auto Tort

Other Personal Injury/Property Damage/Wrongful Death/Tort

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

810218710

SHORT TITLE: <b>Delayna Gatlin, et al. v. United Parcel Service, Inc.</b>	CASE NUMBER:
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Non-Personal Injury/Property Damage/Wrongful Death/Tort

Employment

Contract

Real Property

Unlawful Detainer

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

01/31/2018

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

01/21/2018

SHORT TITLE: Delayna Gatlin, et al., v. United Parcel Service, Inc.	CASE NUMBER:
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

<b>REASON:</b> <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.	ADDRESS:	
CITY:	STATE:	ZIP CODE:

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

Dated: January 31, 2018

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109 LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

01/31/2018

**ORIGINAL**

**FAXED**

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b>		<b>FILED</b> Presigned by Clerk's Stamp <b>Superior Court of California County of Los Angeles</b>
COURT ADDRESS: 111 N. Hill St., Los Angeles, CA 90012		<b>JAN 31 2018</b>
PLAINTIFF: Delayna Gatlin, et al.,	By <b>Sherril R. Carter, Executive Officer/Clerk</b>	
DEFENDANT: United Parcel Service, Inc.	By <b>Shaynya Bolden</b> Deputy	
<b>CIVIL DEPOSIT</b>		CASE NUMBER: <b>EC 692415</b>

CLERK: PREPARE A FORM FOR EACH DEPOSITOR PAYING SEPARATELY.

PLEASE REPORT TO THE CLERK'S OFFICE/CASHIER:

Room 102, Central Civil     Clerk's Office, Room \_\_\_\_\_     Department Number 323

Distribution Codes	Amt Due	Distribution Codes	Amt Due
<input type="checkbox"/> 251 DAILY JURY FEES Dates: _____ # of day(s) _____ x \$ _____		<input type="checkbox"/> 74 DEPOSIT IN TRUST	
<input checked="" type="checkbox"/> 72 JURY FEES Trial Date: _____ (Initial Deposit) \$ 150.00	\$150.00	<input type="checkbox"/> 101 FIRST PAPERS- GENERAL JURISDICTION	
<input type="checkbox"/> 252 REPORTERS FEES Dates: _____ # of 1/2 day(s) _____ x \$ _____ Full Day _____		<input type="checkbox"/> 101 FIRST PAPERS-LIMITED OVER \$10,000 With declaration Limited to \$10,000 (per B&P 6322.1(a))	
<input type="checkbox"/> 721 SANCTIONS ORDERED ON: Date: _____		<input type="checkbox"/> 130 Limited to \$10,000	
<input type="checkbox"/> 213 MOTIONS/APPLICATION TO CONT HEARING		<input type="checkbox"/> 211 RECLASSIFICATION FEE	
<input type="checkbox"/> 200 MOTIONS/APPLICATION TO CONT TRIAL		<input type="checkbox"/> 150 COMPLEX LITIGATION TRIAL/PLAINTIFF	
<input type="checkbox"/> Other: _____		<input type="checkbox"/> 151 COMPLEX LITIGATION TRIAL/DEFENDANT	

To be paid via:  Cash     Check     Certified Check/Money Order     Credit Card

On or Before \_\_\_\_\_     Forthwith

Payment will be made by  Plaintiff Delayna Gatlin, et al.     Defendant

JOHN A. CLARKE, Executive Officer/Clerk

DATE: Jan 31, 2018

BY: \_\_\_\_\_

Deputy Clerk

TO BE COMPLETED BY DEPOSITOR

CASHIER'S VALIDATION

Depositor's Name: Scott M. Lidman, Esq.

Plaintiff in Pro Per     Defendant in Pro Per

Counsel for     Plaintiff: Delayna Gatlin, et al.  
Name of Party

Defendant  
Name of Party

Address of depositor: 222 N. Sepulveda Blvd., Suite 1550

El Segundo, CA 90245  
City/State/Zip

CIV 083-03-04 (Rev. 05/06)  
LASC Approved

**CIVIL DEPOSIT**

Distribution: Original - Case File    Copy - Customer

CIT/CASE: BC692415  
LEA/DEF#: \_\_\_\_\_  
RECEIPT #: CCH465980112  
DATE PAID: 01/31/18 04:02 PM  
PAYMENT: \$150.00    310  
RECEIVED:  
CHECK: \$150.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

01/31/2018

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

DATE: 03/02/18

DEPT. 323

HONORABLE ELIHU M. BERLE

JUDGE

K. JAMESON

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

NONE

Reporter

9:00 am

BC692415

Plaintiff

Counsel

DELAYNA GATLIN ET AL

NO APPEARANCES

VS

Defendant

UNITED PARCEL SERVICE INC

Counsel

**NATURE OF PROCEEDINGS:**

COURT ORDER REGARDING NEWLY FILED CLASS ACTION

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

By this order, the Court stays the case, except for service of the Summons and Complaint. The stay continues at least until the Initial Status Conference. Initial Status Conference is set for May 4, 2018, at 2:15 p.m. in Department 323. At least 10 days prior to the Initial Status Conference, counsel for all parties must discuss the issues set forth in the Initial Status Conference Order issued this date. The Initial Status Conference Order is to help the Court and the parties manage this complex case by developing an orderly schedule for briefing, discovery, and court hearings. The parties are informally encouraged to exchange documents and information as may be useful for case evaluation.

Responsive pleadings shall not be filed until further Order of the Court. Parties must file a Notice of Appearance in lieu of an Answer or other responsive pleading. The filing of a Notice of Appearance shall not constitute a waiver of any substantive or procedural challenge to the Complaint. Nothing in this order stays the time for filing an Affidavit of

**MINUTES ENTERED**  
03/02/18  
**COUNTY CLERK**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

DATE: 03/02/18

DEPT. 323

HONORABLE ELIHU M. BERLE

JUDGE

K. JAMESON

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

NONE

Reporter

9:00 am

BC692415

Plaintiff

Counsel

DELAYNA GATLIN ET AL

NO APPEARANCES

VS

Defendant

UNITED PARCEL SERVICE INC

Counsel

**NATURE OF PROCEEDINGS:**

Prejudice pursuant to Code of Civil Procedure Section 170.6.

Counsel are directed to access the following link for information on procedures in the Complex Litigation Program courtrooms:

<http://www.lacourt.org/division/civil/CI0037.aspx>

According to Government Code Section 70616 subdivisions (a) and (b), each party shall pay a fee of \$1,000.00 to the Los Angeles Superior Court within 10 calendar days from this date.

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

**CLERK'S CERTIFICATE OF MAILING**

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order and Initial Status Conference Order dated 3/2/18 upon each party or counsel named below by placing the document for collection and mailing so as to

<p><b>MINUTES ENTERED</b> 03/02/18 <b>COUNTY CLERK</b></p>
--

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 03/02/18

DEPT. 323

HONORABLE ELIHU M. BERLE

JUDGE

K. JAMESON

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

NONE

Reporter

9:00 am

BC692415

Plaintiff

Counsel

DELAYNA GATLIN ET AL

NO APPEARANCES

VS

Defendant

UNITED PARCEL SERVICE INC

Counsel

NATURE OF PROCEEDINGS:

cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Dated: March 2, 2018

Sherri R. Carter, Executive Officer/Clerk

By:

  
KELLY JAMESON, JUDICIAL ASSISTANT

Paul K. Haines  
HAINES LAW GROUP, APC  
2274 East Maple Avenue  
El Segundo, CA 90245

MINUTES ENTERED  
03/02/18  
COUNTY CLERK

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

MAR 02 2018

Sherri R. Carter, Executive Officer/Clerk  
By *[Signature]*, Deputy  
Kelly Jameson

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

1  
2  
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9  
10 DELAYNA GATLIN, as an individual, SANDRA  
11 GATLIN, as an individual, and on behalf of all  
12 others similarly situated,

13 Plaintiff(s),

14 vs.

15 UNITED PARCEL SERVICE, INC., an Ohio  
16 corporation; and DOES 1 through 100,

17 Defendant(s).

Case No.: BC692415  
INITIAL STATUS CONFERENCE  
ORDER  
(COMPLEX LITIGATION  
PROGRAM—CLASS ACTIONS)

Case Assigned for All purposes to  
Judge Elihu M. Berle

Department 323  
Date: May 4, 2018  
Time: 2:15 p.m.

19  
20  
21 This case has been assigned for all purposes to Judge Elihu M. Berle in the  
22 Complex Litigation Program. An Initial Status Conference is set for May 4, 2018, at  
23 2:15 p.m. in Department 323 located in the Central Civil West Courthouse at 600 South  
24 Commonwealth Avenue, Los Angeles, California 90005. Counsel for all parties are  
25 ordered to attend.

26 Plaintiff's counsel is directed to serve a copy of this Initial Status Conference Order  
27 on all parties, within five (5) days of service of this order. If any defendant has not yet  
28 been served in this action, service is to be completed within twenty (20) days of the date of  
this order.

1 The Court orders counsel to prepare for the Initial Status Conference by identifying  
2 and discussing the central legal and factual issues in the case. Counsel for plaintiff is  
3 ordered to initiate contact with counsel for defense to begin this process. Counsel then  
4 must negotiate and agree, as possible, on a case management plan.

5 Counsel must file a Joint Initial Status Statement five (5) court days before the  
6 Initial Status Conference. The Joint Response Statement must be filed on line-numbered  
7 pleading paper and must specifically answer each of the below numbered items. Do not  
8 use the Judicial Council Form CM-110 (Case Management Statement).

- 9 **1. PARTIES AND COUNSEL:** Please list all presently-named Plaintiff class  
10 representatives and presently-named defendants, together with all counsel of  
11 record, including counsel's contact and email information.
- 12 **2. ELECTRONIC SERVICE OF PAPERS:** For efficiency, the complex  
13 program requires the parties in every new case to use a third party cloud service,  
14 such as:
- 15 ■ Case Anywhere ([www.caseanywhere.com](http://www.caseanywhere.com)),
  - 16 ■ CaseHomePage ([www.casehomepage.com](http://www.casehomepage.com)), or
  - 17 ■ File&ServeXpress ([www.lexisnexis.com/fileandserve](http://www.lexisnexis.com/fileandserve)).

18 The parties are to select one of these vendors and submit the parties' choice  
19 when filing the Joint Initial Status Conference Class Action Response Statement.  
20 If the parties cannot agree, the court will select the vendor at the Initial Status  
21 Conference. Electronic service is not the same as electronic filing. Only  
22 traditional methods of filing by physical delivery of original papers or by fax  
23 filing are presently acceptable.

- 24 **3. CLAIMS AND DEFENSES:** Set forth a brief description of the core factual  
25 and legal issues, derived from Plaintiff's claims and defendant's defenses.

26 **4. POTENTIAL ADDITIONAL PARTIES:** Does any plaintiff presently  
27 intend to add more class representatives? If so, and if known, by what date and by what  
28

1 name? Does any plaintiff presently intend to name more defendants? If so, and if known,  
2 by what date and by what name? Does any appearing defendant presently intend to file a  
3 cross-complaint? If so, who will be named?

4 **5. IMPROPERLY NAMED DEFENDANT(S):** Does any party contend that  
5 the complaint names the wrong person or entity, please explain.

6 **6. ADEQUACY OF PROPOSED CLASS REPRESENTATIVE(S):** Does  
7 any party contend one or more named plaintiffs might not be an adequate class  
8 representative. If so, please explain.

9 **7. ESTIMATED CLASS SIZE:** What is the estimated size of the putative  
10 class?

11 **8. OTHER ACTIONS WITH OVERLAPPING CLASS DEFINITIONS:**  
12 Are there other cases with overlapping class definitions? If so, please identify the court, the  
13 short caption title, the docket number, and the case status.

14 **9. ARBITRATION AND/OR CLASS ACTION WAIVER CLAUSES:**  
15 Does any party contend there is an arbitration and/or class action waiver. If so, please  
16 discuss.

17 **10. POTENTIAL EARLY CRUCIAL MOTIONS:** Are there any issues that  
18 can be identified and resolved early. If so, please identify and set forth proposed vehicles  
19 for resolution.

20 **PLEASE NOTE: By stipulation a party may move for summary adjudication**  
21 **of a legal issues or a claim for damages that does not completely dispose of a cause of**  
22 **action, an affirmative defense, or an issue of duty. (C.C.P. § 437c(t)).**

23 **11. PROTECTIVE ORDERS:** Parties considering an order to protect  
24 confidential information from general disclosure should begin with the model protective  
25 orders found on the Los Angeles Superior Court Website under “Civil Tools for  
26 Litigators.”

27  
28 **12. DISCOVERY:** Counsel are to discuss a plan of discovery. Prior to

1 certification, the court generally allows discovery on matters relevant to class certification,  
2 which depending on circumstances, sometimes may include some factual issues also  
3 touching the merits.

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

7 **14. ALTERNATIVE DISPUTE RESOLUTION:** Counsel are requested to  
8 discuss ADR and proposed neutrals to conduct such proceedings.

9 **15. TIMELINE FOR CASE MANAGEMENT:** Counsel to propose future  
10 dates for:

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

15 **PENDING FURTHER ORDERS OF THIS COURT**, and except as otherwise  
16 provided in this Initial Status Conference Order, *these proceedings are stayed, except for*  
17 *service of summons and complaint and filing of Notice of Appearance.* This stay shall  
18 preclude the filing of any answer, demurrer, motion to strike, or motions challenging the  
19 jurisdiction of the Court. Any defendant may file a Notice of Appearance for purposes of  
20 identification of counsel and preparation of a service list. The filing such a Notice of  
21 Appearance shall be without prejudice to any challenge to the jurisdiction of the Court,  
22 substantive or procedural challenges to the Complaint, any affirmative defense, and the  
23 filing of any cross-complaint in this action. This stay is issued to assist the Court and the  
24 parties in managing this “complex” case. Although the stay applied to discovery, this stay  
25 shall not preclude the parties from informally exchanging documents that may assist in  
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1 their initial evaluation of the issues presented in this case.  
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5 Dated: 3/2/18  
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HON. ELIHU M. BERLE  
JUDGE OF THE SUPERIOR COURT

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ORIGINAL

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>SCOTT M. LIDMAN (Bar #: 199433)</b> <b>LIDMAN LAW, APC</b> <b>222 N. SEPULVEDA BLVD, SUITE 1650</b> <b>EL SEGUNDO, CA 90245</b>  TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): Plaintiff(s)	FOR COURT USE ONLY <b>FILED</b> Superior Court of California County of Los Angeles  <b>MAR 20 2018</b>  Sheriff/Clerk By <u>Brittany Smith</u> , Deputy Brittany Smith
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 NORTH HILL STREET MAILING ADDRESS: CITY AND ZIP CODE: LOS ANGELES, CA 90012 BRANCH NAME:	
PLAINTIFF/PETITIONER: DELAYNA GATLIN, ET. AL., DEFENDANT/RESPONDENT: UNITED PARCEL SERVICE, INC., ET. AL.,	CASE NUMBER: <b>BC692415</b>
<p style="text-align: center;"><b>PROOF OF SERVICE OF SUMMONS</b></p>	

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

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
  - a.  summons
  - b.  complaint
  - c.  Alternative Dispute Resolution (ADR) package
  - d.  Civil Case Cover Sheet (served in complex cases only)
  - e.  cross-complaint
  - f.  other (specify documents): CIVIL CASE COVER SHEET ADDENDUM; NOTICE OF CASE ASSIGNMENT; CIVIL DEPOSIT; MINUTE ORDER; INITIAL STATUS CONFERENCE ORDER
3. a. Party served (specify name of party as shown on documents served):  
 UNITED PARCEL SERVICE, INC., AN OHIO CORPORATION C/O CSC  
  
 b.  Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):  
 BECKY DE GEORGE (AUTHORIZED AGENT FOR SERVICE)
4. Address where the party was served: 2710 GATEWAY OAKS DRIVE, SUITE 160N  
 SACRAMENTO, CA 95833
5. I served the party (check proper box)
  - a.  by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 03/15/2018 (2) at (time): 3:25 PM
  - b.  by substituted service. On (date): \_\_\_\_\_ at (time): \_\_\_\_\_ I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
    - (1)  (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
    - (2)  (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
    - (3)  (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
    - (4)  I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): \_\_\_\_\_ from (city): \_\_\_\_\_ or  a declaration of mailing is attached.
    - (5)  I attach a declaration of diligence stating actions taken first to attempt personal service.

FAXED

PLAINTIFF/PETITIONER: DELAYNA GATLIN, ET. AL.,	CASE NUMBER: BC692416
DEFENDANT/RESPONDENT: UNITED PARCEL SERVICE, INC., ET. AL.,	

5. c.  by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3)  with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (Attach completed *Notice and Acknowledgment of Receipt*.) (Code Civ. Proc., § 415.30.)
- (4)  to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d.  by other means (specify means of service and authorizing code section):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:
- a.  as an individual defendant.
- b.  as the person sued under the fictitious name of (specify): UNITED PARCEL SERVICE, INC., AN OHIO CORPORATION C/O CSC
- c.  as occupant.
- d.  On behalf of (specify):

under the following Code of Civil Procedure section:

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

7. Person who served papers

- a. Name: J. ADAMS
- b. Address: 4540 Kearny Villa Rd., #221, San Diego, CA 92123
- c. Telephone number: 619-866-4315
- d. The fee for service was: \$75.00

e. I am:

- (1)  not a registered California process server.
- (2)  exempt from registration under Business and Professions Code section 22350(b).
- (3)  a registered California process server:
- (i)  owner  employee  independent contractor.
- (ii) Registration No.: 10-82
- (iii) County: SACRAMENTO

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

or

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

Date: 03/20/2018

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

(SIGNATURE)

1 GRUBE BROWN & GEIDT LLP  
 ELIZABETH A. BROWN (SB# 235429)  
 2 E. JEFFREY GRUBE (SB# 167324)  
 AMANDA BOLLIGER CRESPO (SB# 250292)  
 3 CLAIRE A. HOFFMANN (SB# 292584)  
 lisabrown@gbgllp.com  
 4 jeffgrube@gbgllp.com  
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 5 clairehoffmann@gbgllp.com  
 601 Montgomery Street, Suite 1150  
 6 San Francisco, CA 94111  
 Telephone: (415) 603-5000  
 7 Facsimile: (415) 840-7210

8 Attorneys for Defendant  
 UNITED PARCEL SERVICE, INC.  
 9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 11 IN AND FOR THE COUNTY OF LOS ANGELES  
 12

13 DELAYNA GATLIN, as an individual,  
 SANDRA GATLIN, as an individual, and on  
 14 behalf of all others similarly situated,

15 Plaintiffs,

16 vs.

17 United Parcel Service, Inc., an Ohio  
 corporation; and DOES 1 through 100,  
 18

19 Defendants.

Case No. BC692415

**DEFENDANT UNITED PARCEL  
 SERVICE, INC.'S ANSWER TO  
 PLAINTIFF'S UNVERIFIED CLASS  
 ACTION COMPLAINT**

Complaint Filed: January 31, 2018  
 Trial Date: Not set

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1 TO PLAINTIFFS DELAYNA GATLIN AND SANDRA GATLIN AND THEIR ATTORNEYS  
2 OF RECORD:

3 Defendant UNITED PARCEL SERVICE, INC. (“Defendant”), hereby answers the  
4 unverified Complaint of Plaintiffs DELAYNA GATLIN and SANDRA GATLIN (“Plaintiffs”) as  
5 follows:

6 1. Pursuant to Section 431.30(d) of the California Code of Civil Procedure,  
7 Defendant denies, generally and specifically, each and every allegation in Plaintiffs’ Complaint.

8 2. Defendant further denies, generally and specifically, that Plaintiffs or the classes  
9 they propose (the “Proposed Classes”), the existence of which Defendant denies, have been or  
10 will be damaged in any sum, or at all, by reason of any act or omission on the part of Defendant,  
11 or any of its past or present agents, representatives, or employees, and denies further that  
12 Plaintiffs or the Proposed Classes are entitled to the relief they seek, or any relief, including class  
13 certification or treatment on a representative basis.

14 Without admitting any facts alleged by Plaintiffs, Defendant also pleads the following  
15 separate and affirmative defenses to the Complaint:

16 **AFFIRMATIVE DEFENSES**

17 **FIRST SEPARATE AND AFFIRMATIVE DEFENSE**

18 1. The Complaint, and each of its causes of action, fails to state facts sufficient to  
19 constitute a cause of action.

20 **SECOND SEPARATE AND AFFIRMATIVE DEFENSE**

21 2. The Complaint, and each of its causes of action, is barred to the extent that venue  
22 is improper.

23 **THIRD SEPARATE AND AFFIRMATIVE DEFENSE**

24 3. The Complaint, and each of its causes of action, is barred in whole or in part by all  
25 applicable statutes of limitation, including but not limited to California Code of Civil Procedure  
26 sections 338 and 340, and California Business and Professions Code section 17208.

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1 FOURTH SEPARATE AND AFFIRMATIVE DEFENSE

2 4. Plaintiffs lack standing to sue Defendant on behalf of himself or the Proposed  
3 Classes with respect to at least some of the claimed injuries.

4 FIFTH SEPARATE AND AFFIRMATIVE DEFENSE

5 5. The Complaint, and each of its causes of action, is barred by the doctrine of  
6 unclean hands.

7 SIXTH SEPARATE AND AFFIRMATIVE DEFENSE

8 6. The Complaint, and each of its causes of action, is barred by the doctrine of laches.

9 SEVENTH SEPARATE AND AFFIRMATIVE DEFENSE

10 7. The Complaint, and each of its causes of action, is barred to the extent that prior  
11 settlement agreements and/or releases cover all or some of the claims alleged in the Complaint  
12 with respect to the Plaintiffs and/or some or all the Proposed Classes.

13 EIGHTH SEPARATE AND AFFIRMATIVE DEFENSE

14 8. The Complaint, and each of its causes of action, is barred by the doctrines of *res*  
15 *judicata* and/or collateral estoppel, to the extent that Plaintiffs and/or any alleged member of the  
16 Proposed Classes have already litigated the claims that are the subject of the Complaint, or have  
17 been covered by other litigation that was pursued on their behalf.

18 NINTH SEPARATE AND AFFIRMATIVE DEFENSE

19 9. Plaintiffs waived the right, if any, to pursue the Complaint, and each of its causes  
20 of action, by reason of Plaintiffs' own actions and course of conduct.

21 TENTH SEPARATE AND AFFIRMATIVE DEFENSE

22 10. The Complaint, and each of its causes of action, is barred because Plaintiffs and  
23 any alleged member of the Proposed Classes did not satisfy and/or breached their statutory  
24 obligations as provided in the California Labor Code including, but not limited to, sections 2854  
25 and 2856-2859.

26 ELEVENTH SEPARATE AND AFFIRMATIVE DEFENSE

27 11. The Complaint, and each of its causes of action, is barred because at all times  
28 relevant to the Complaint, Defendant did not willfully or otherwise fail to comply with any

1 provisions of the California Labor Code or California Industrial Welfare Commission Wage  
2 Orders but rather, acted based on its good-faith belief that its acts or omissions were lawful.

3 TWELFTH SEPARATE AND AFFIRMATIVE DEFENSE

4 12. The Complaint, and each of its causes of action, is barred because the Collective  
5 Bargaining Agreement in effect during their employment governs Plaintiffs' sole remedy, if any,  
6 and that of any alleged member of the group they purports to represent.

7 THIRTEENTH SEPARATE AND AFFIRMATIVE DEFENSE

8 13. The Complaint, and each of its causes of action, is barred to the extent that it is  
9 preempted by section 301 of the Labor Management Relations Act, 29 U.S.C. § 185(a).

10 FOURTEENTH SEPARATE AND AFFIRMATIVE DEFENSE

11 14. The first cause of action is barred to the extent that Plaintiffs and any alleged  
12 member of the group they purport to represent are exempt from California Labor Code section  
13 510 pursuant to California Labor Code section 514.

14 FIFTEENTH SEPARATE AND AFFIRMATIVE DEFENSE

15 15. The fifth cause of action is barred because Plaintiffs cannot show an injury to  
16 competition, as distinguished from injury to Plaintiffs, which such injury Defendant denies.

17 SIXTEENTH SEPARATE AND AFFIRMATIVE DEFENSE

18 16. The fifth cause of action is barred because Plaintiffs cannot show a deception upon  
19 the public.

20 SEVENTEENTH SEPARATE AND AFFIRMATIVE DEFENSE

21 17. The fifth cause of action is barred because California Business and Professions  
22 Code section 17200 *et seq.*, as stated and as sought to be applied, violates Defendant's rights  
23 under the United States Constitution and the California Constitution in that, among other things,  
24 they are void for vagueness, violative of equal protection, violative of due process, an undue  
25 burden upon interstate commerce, and violative of the freedom of contract. It also violates  
26 Defendant's rights to due process under the United States Constitution and the California  
27 Constitution to the extent that the cause of action does not afford Defendant the protections  
28 against multiple suits and duplicative liability.

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EIGHTEENTH SEPARATE AND AFFIRMATIVE DEFENSE

18. The fifth cause of action is barred because the remedies under California Business and Professions Code section 17200 *et seq.* is limited to restitution and injunctive relief.

NINETEENTH SEPARATE AND AFFIRMATIVE DEFENSE

19. The Complaint, and each of its causes of action, is barred because Plaintiffs and the Proposed Classes were provided, authorized and/or permitted rest breaks in accordance with the law, and any failure by Plaintiffs, or any member of the Proposed Classes, to take a rest period was because they freely waived any and all rest breaks that they did not take.

TWENTIETH SEPARATE AND AFFIRMATIVE DEFENSE

20. The Complaint and each of its causes of action is barred because if Defendant ever owed any obligation to Plaintiffs and/or the Proposed Classes, that obligation has been paid and otherwise satisfied.

TWENTY-FIRST SEPARATE AND AFFIRMATIVE DEFENSE

21. The Complaint and each of its causes of action is barred to the extent that any award in this action would constitute unjust enrichment.

TWENTY-SECOND SEPARATE AND AFFIRMATIVE DEFENSE

22. The Complaint and each of its causes of action is barred in whole or in part to the extent it seeks double recovery for the same alleged wrong or wrongs.

TWENTY-THIRD SEPARATE AND AFFIRMATIVE DEFENSE

23. The Complaint and each of its causes of action is barred in whole or in part because Plaintiffs unreasonably delayed in notifying the Defendant of the alleged actionable wrongs, and by reason of Plaintiffs' unreasonable delay, Defendant has been prejudiced.

TWENTY-FOURTH SEPARATE AND AFFIRMATIVE DEFENSE

24. The Complaint and any damages therefrom, must be set off by the amount Plaintiffs and/or the Proposed Classes members were overpaid.

TWENTY-FIFTH SEPARATE AND AFFIRMATIVE DEFENSE

25. Plaintiffs' claims will not support class treatment because: Plaintiffs fail to identify an ascertainable class or subclasses; they fail to raise predominant questions of law or fact; they

1 are not typical of the Proposed Classes; Plaintiffs and/or their counsel, are not adequate  
2 representatives; and/or the action fails to satisfy the legal standards for class treatment.

3 TWENTY-SIXTH SEPARATE AND AFFIRMATIVE DEFENSE

4 26. While Defendant denies any liability or wrongdoing for the claims asserted in the  
5 Plaintiffs' Complaint, in the event that it should be determined that Defendant did violate one or  
6 more provisions of the California Labor Code, then neither Plaintiffs nor the Proposed Classes are  
7 entitled to any damages, penalties, or other relief because such violation(s) were *de minimis*.

8 TWENTY-SEVENTH SEPARATE AND AFFIRMATIVE DEFENSE

9 27. In the event that a class should be certified in this matter, Defendant incorporates  
10 by reference and realleges all of its defenses to Plaintiffs' individual claims in response to  
11 Plaintiffs' claims on behalf of the Proposed Classes.

12 TWENTY-EIGHTH SEPARATE AND AFFIRMATIVE DEFENSE

13 28. The Complaint and each of its causes of action is barred to the extent that there are  
14 conflicts of interest between Plaintiffs and the allegedly members of the Proposed Classes whom  
15 Plaintiffs seek to represent in this action.

16 TWENTY-NINTH SEPARATE AND AFFIRMATIVE DEFENSE

17 29. Certification of a class action would constitute denial of Defendant's due process  
18 rights in violation of the Fourteenth Amendment and the California Constitution.

19 THIRTIETH SEPARATE AND AFFIRMATIVE DEFENSE

20 30. Defendant currently has insufficient knowledge or information on which it may  
21 form a belief as to whether it may have additional, as yet unstated, affirmative defenses available.  
22 Defendant hereby reserves the right to assert additional defenses in the event that discovery  
23 reveals that they would be appropriate.

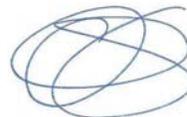
24 WHEREFORE, Defendant prays for judgment as follows:

- 25 1. That Plaintiffs' request to bring this action as a class action be denied;
- 26 2. That Plaintiffs take nothing by reason of the Complaint, that the Complaint be  
27 dismissed in its entirety with prejudice, and that judgment be entered for Defendant;
- 28 3. That Defendant be awarded its reasonable costs and attorneys' fees; and

1           4.       That Defendant be awarded such other and further relief as the Court deems just  
2 and proper.

3 DATED: April 12, 2018

GRUBE BROWN & GEIDT LLP



4  
5 BY: \_\_\_\_\_  
6 ELIZABETH A. BROWN

7 Attorneys for Defendant  
8 UNITED PARCEL SERVICE, INC.

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**PROOF OF SERVICE**

I am employed in the City of San Francisco and County of San Francisco, State of California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 601 Montgomery Street, Suite 1150, San Francisco, CA 94111.

On April 12, 2018, I served a copy of the within document(s):

**DEFENDANT UNITED PARCEL SERVICE, INC.'S ANSWER TO PLAINTIFF'S UNVERIFIED CLASS ACTION COMPLAINT**

on the interested parties:

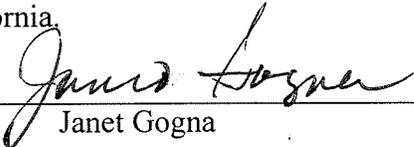
- VIA FAX: By transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- VIA U.S. MAIL: I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice such sealed envelope(s) would be deposited with the U.S. postal service on the above date with postage thereon fully prepaid, at San Francisco, California.
- VIA OVERNIGHT SERVICE: By placing the document(s) listed above in a sealed \_\_\_\_\_ envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a \_\_\_\_\_ agent for delivery.
- VIA PERSONAL SERVICE: By causing to be delivered the document(s) listed above to the person(s) at the address(es) set forth below.
- VIA E-MAIL: By transmitting a PDF version of the document(s) by e-mail to the person(s) set forth below using the e-mail address(es) indicated, pursuant to the parties' electronic service agreement.

Paul K. Hailes  
Tuvia Korobkin  
Stacey M. Shim  
HAINES LAW GROUP, APC  
2274 East Maple Avenue  
El Segundo, CA 90245

Scott M. Lidman  
Elizabeth Nguyen  
LIDMAN LAW, APC  
222 N. Sepulveda Boulevard, Suite 1550  
El Segundo, CA 90245

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

Executed on April 12, 2018, at San Francisco, California.

  
\_\_\_\_\_  
Janet Gogna

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [UPS Slapped with Class Action Over Allegedly Unlawful Pay Practices](#)

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