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THE AMERICAN BOTTLING COMPANY and
7 KEURIG DR PEPPER INC.

8
9
10 UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

11
12 JUAN M. GUZMAN-LOPEZ, individually
13 and on behalf of all others similarly
14 situated,

15 Plaintiff,

16 v.

17 THE AMERICAN BOTTLING
COMPANY, a corporation; KEURIG-DR.
18 PEPPER, INC., a corporation; and DOES
1-20, inclusive,

19 Defendants.
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Case No. 2:19-cv-4358

**DEFENDANTS' NOTICE OF
REMOVAL OF CIVIL ACTION TO
THE UNITED STATES DISTRICT
COURT PURSUANT TO 28 U.S.C.
§§ 1332, 1441, 1446, 1453**

[Los Angeles County Superior Court;
Case No. 19STCV13050]

Complaint Filed: April 16, 2019

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1 **TO THE UNITED STATES DISTRICT COURT FOR THE CENTRAL**
2 **DISTRICT OF CALIFORNIA AND TO PLAINTIFF JUAN M. GUZMAN-LOPEZ**
3 **AND HIS COUNSEL OF RECORD:**

4 **PLEASE TAKE NOTICE** that Defendants THE AMERICAN BOTTLING
5 COMPANY (“ABC”) and KEURIG DR PEPPER INC. (“KDP”) (collectively,
6 “Defendants”) file this Notice of Removal, pursuant to 28 U.S.C. §§ 1332, 1441, 1446,
7 and 1453, to effectuate the removal of the above-captioned action, which was originally
8 commenced in the Superior Court of the State of California for the County of Los
9 Angeles, to the United States District Court for the Central District of California. This
10 Court has original jurisdiction over the action pursuant to the Class Action Fairness Act
11 of 2005 (“CAFA”) for the following reasons:

12 **I. BACKGROUND**

13 1. On April 16, 2019, Plaintiff Juan M. Guzman-Lopez (“Plaintiff”) filed a
14 class action complaint in the Superior Court of California for the County of Los Angeles,
15 titled “*JUAN M. GUZMAN-LOPEZ, individually and on behalf of all others similarly*
16 *situation, Plaintiff, v. THE AMERICAN BOTTLING COMPANY, a corporation; KEURIG*
17 *DR. PEPPER, INC., a corporation; and DOES 1-20,, inclusive, Defendants,”*
18 Case No. 19STCV13050 (“Complaint”). The Complaint asserts nine causes of action for:
19 (1) Failure to Pay Minimum Wage; (2) Failure to Pay Overtime Wages; (3) Failure to
20 Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Furnish
21 Accurate Wage Statements; (6) Failure to Maintain Required Records; (7) Failure to Pay
22 All Wages Due to Discharged and Quitting Employees; (8) Unfair Business Practices;
23 and (9) Failure to Indemnify Employees for Business Expenditures and Losses.

24 2. On April 18, 2019, ABC’s registered agent for service of process in
25 California received, via process server, a copy of the Civil Case Cover Sheet, Summons,
26 Complaint, Notice of Case Assignment, Voluntary Efficient Litigation Stipulations,
27 Stipulation—Early Organizational Meeting, Stipulation—Discovery Resolution, Informal
28 Discovery Conference, Stipulation and Order—Motions in Limine, and Alternative

1 Dispute Resolution (ADR) Information Packet. A true and correct copy of the service
2 packet received by ABC is attached hereto as **Exhibit A**.

3 3. On April 18, 2019, KDP's registered agent for service of process in
4 California received, via process server, a copy of the Civil Case Cover Sheet, Summons,
5 Complaint, Notice of Case Assignment, Voluntary Efficient Litigation Stipulations,
6 Stipulation—Early Organizational Meeting, Stipulation—Discovery Resolution, Informal
7 Discovery Conference, Stipulation and Order—Motions in Limine, and Alternative
8 Dispute Resolution (ADR) Information Packet. A true and correct copy of the service
9 packet received by KDP is attached hereto as **Exhibit B**.

10 4. On May 15, 2019, Defendants jointly filed the Answer to Plaintiff's
11 Complaint in Los Angeles Superior Court. A true and correct copy of Defendants'
12 Answer to Plaintiff's Complaint is attached hereto as **Exhibit C**.

13 5. Defendants have not filed or received any other pleadings or papers, other
14 than the pleadings described as Exhibits A through C in this action prior to the Notice of
15 Removal.

16 **II. TIMELINESS OF REMOVAL**

17 6. Notice of removal is timely if it is filed within 30 days after the service of
18 the complaint or summons—"The notice of removal ... shall be filed within 30 days after
19 the receipt by the defendant, through service or otherwise, of a copy of the initial
20 pleading setting forth the claim for relief upon which such action or proceeding is based,
21 or within 30 days after the service of summons upon the defendant...." 28 U.S.C.
22 §1446(b)(1).

23 7. Defendants' Notice of Removal is timely because it is filed on May 20,
24 2019, which is within 30 days of service of the Summons and Complaint. *See Murphy*
25 *Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 347-48 (1999) ("we hold that a
26 named defendant's time to remove is triggered by simultaneous service of the summons
27 and complaint....").
28

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

2 8. Under the CAFA, district courts have original jurisdiction for class actions
3 “if [1] the class has more than 100 members, [2] the parties are minimally diverse, and
4 [3] the amount in controversy exceeds \$5 million.” *Dart Cherokee Basin Operating Co.,*
5 *LLC v. Owens*, 135 S. Ct. 547, 552 (2014) (citing 28 U.S.C. § 1332(d)(2), (5)(B)).

6 **A. The Class Action Includes At Least 4,783 Putative Class Members**

7 9. A removal under CAFA requires at least 100 members in a proposed class.
8 *See* 28 U.S.C. § 1332(d)(5)(B) (providing that CAFA jurisdiction does not apply to any
9 class action in which “the number of members of all proposed plaintiff classes in the
10 aggregate is less than 100”).

11 10. Here, Plaintiff defines the “proposed class” to include “[a]ll persons who
12 have been employed by [Defendants] in California as a non-exempt employee at any time
13 during the period beginning four years prior to the filing of this Complaint and ending on
14 the date as determined by the Court.” (Complaint, ¶23.) Based on the filing date of the
15 Complaint on April 16, 2019, the proposed class period covers the time period of April
16 16, 2015, to the present.

17 **11. Based on the proposed class definition, there are at least 4,783 current**
18 **and former non-exempt employees in the proposed class as of May 10, 2019.**

19 (Declaration of Brenda Lasater (“Lasater Decl.”), ¶5.) Thus, there is no question that the
20 size of the proposed class far exceeds the minimum threshold of 100 members under
21 CAFA.

22 **B. Plaintiff And Defendants Are Minimally Diverse**

23 12. Under 28 U.S.C. § 1332(d)(2)(A), CAFA requires only minimal diversity for
24 the purpose of establishing federal jurisdiction—that is, at least one purported class
25 member must be a citizen of a state different than any named defendant. 28 U.S.C.
26 § 1332(d)(2)(A) (“any member of a class of plaintiffs is a citizen of a State different from
27 any defendant”).
28

1 13. A party’s citizenship is determined at the time the lawsuit was filed. *In re*
2 *Digimarc Corp. Derivative Litig.*, 549 F.3d 1223, 1236 (9th Cir. 2008) (“[T]he
3 jurisdiction of the court depends upon the state of things at the time of the action [was]
4 brought.”).

5 14. In this case, currently and at the time the lawsuit was filed, Plaintiff has been
6 a citizen of the State of California, and both Defendants are citizens of a state other than
7 California—ABC is a citizen of Delaware and Texas and KDP is a citizen of Delaware,
8 Massachusetts, and Texas.

9 **1. Plaintiff Is A Citizen of California**

10 15. For diversity purposes, a natural person’s state citizenship is determined by
11 that person’s domicile—*i.e.*, “[one’s] permanent home, where [that person] resides with
12 the intention to remain or to which [that person] intends to return.” *Kanter v. Warner-*
13 *Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001); *Armstrong v. Church of Scientology*
14 *Int’l*, 243 F.3d 546, 546 (9th Cir. 2000) (“For purposes of diversity jurisdiction, an
15 individual is a citizen of his or her state of domicile, which is determined at the time the
16 lawsuit is filed”).

17 16. In this case, Plaintiff alleges that he “is an individual residing in the County
18 of Los Angeles, California.” (Complaint, ¶7.) Plaintiff also alleges that he was “jointly
19 employed by Defendants at its facility in Vernon, California as a merchandiser from
20 approximately November 2017 to September 2018.” (*Id.* at ¶7.)

21 17. Additionally, Plaintiff provided Defendants with his home address during
22 the course of his employment for purposes of his personnel file, payroll checks, and tax
23 withholdings. (Lasater Decl., ¶4.) Defendants’ review of Plaintiff’s personnel file from
24 his employment with Defendants reveals that Plaintiff resides in Los Angeles, California.
25 (*Id.*)

26 18. Plaintiff’s intent to remain domiciled in California also is evident from the
27 fact that he brought this lawsuit against Defendants in Los Angeles Superior Court.
28

1 Therefore, Plaintiff was at all relevant times, and still is, a citizen and resident of the
2 State of California.

3 **2. ABC Is Not A Citizen Of California**

4 19. ABC has been a citizen of Delaware and Texas within the meaning of
5 28 U.S.C. § 1332(c)(1).

6 20. For diversity purposes, the citizenship of a corporation is “every state and
7 foreign state by which it has been incorporated and of the state or foreign state where it
8 has its principal place of business[.]” 28 U.S.C. § 1332(c)(1).

9 21. The “principal place of business” means the corporate headquarters where a
10 corporation’s high level officers direct, control and coordinate its activities on a day-to-
11 day basis, also known as the corporation’s “nerve center.” *Hertz Corp. v. Friend*,
12 559 U.S. 77, 80-81, 92-93 (2010) (rejecting all prior tests in favor of “nerve center” test).
13 Under the “nerve center” test, the “principal place of business” means the corporate
14 headquarters where a corporation’s high level officers direct, control and coordinate its
15 activities on a day-to-day basis. *Id.* at 92-93 (“We conclude that ‘principal place of
16 business’ is best read as referring to the place where a corporation’s officers direct,
17 control, and coordinate the corporation’s activities”); *see also Industrial Tectonics, Inc.,*
18 *v. Aero Alloy*, 912 F.2d 1090, 1092-93 (9th Cir. 1990) (holding that the “nerve center” is
19 where “its executive and administrative functions are performed”).

20 22. ABC is now, and ever since the commencement of this action has been a
21 corporation, organized under the laws of the State of Delaware with its principal place of
22 business in Plano, Texas. (Declaration of Janet Barrett (“Barrett Decl.”), ¶3.) ABC’s
23 principal place of business is in Texas because that is where its headquarters is located,
24 where its high level officers direct, control, and coordinate its activities. (*Id.* at ¶4.)
25 Additionally, the majority of ABC’s executive and administrative functions are
26 performed in or directed from the Plano, Texas office, including corporate finance,
27 accounting, purchasing, marketing, and information systems. (*Id.*)
28

1 23. Given that ABC’s place of incorporation is in the State of Delaware and its
2 principal place of business is in the State of Texas, ABC is a citizen of Delaware and
3 Texas. Thus, there is complete diversity between Plaintiff (California) and ABC
4 (Delaware and Texas).

5 **3. KDP Is Not A Citizen Of California**

6 24. KDP has been a citizen of Delaware, Massachusetts, and Texas within the
7 meaning of 28 U.S.C. § 1332(c)(1).

8 25. KDP is now, and ever since the commencement of this action has been a
9 corporation, organized under the laws of the State of Delaware with its principal place of
10 business in both Burlington, Massachusetts and Plano, Texas. (Barrett Decl., ¶5.) KDP’s
11 principal places of business are in Massachusetts and Texas because that is where its
12 headquarters are located, where its high level officers direct, control, and coordinate its
13 activities. (*Id.* at ¶6.) Additionally, the majority of KDP’s executive and administrative
14 functions are performed in or directed from either the Burlington, Massachusetts or
15 Plano, Texas offices, including corporate finance, accounting, purchasing, marketing, and
16 information systems. (*Id.*)

17 26. Thus, there is complete diversity between Plaintiff (California) and KDP
18 (Delaware, Massachusetts, and Texas).

19 **4. Doe Defendants’ Citizenship Should Be Disregarded**

20 27. The other defendants named in the Complaint are merely fictitious parties
21 identified as “DOES 1 through 100” whose citizenship shall be disregarded for purposes
22 of this removal. 28 U.S.C. § 1441(b) (for purposes of removal, “the citizenship of
23 defendants sued under fictitious names shall be disregarded”); *see also Soliman v. Philip*
24 *Morris, Inc.*, 311 F. 3d 966, 971 (9th Cir. 2002) (“citizenship of fictitious defendants is
25 disregarded for removal purposes and becomes relevant only if and when the plaintiff
26 seeks leave to substitute a named defendant”); *Newcombe v. Adolf Coors Co.*, 157 F.3d
27 686, 690 (9th Cir. 1998) (“For purposes of removal under this chapter, the citizenship of
28 defendants sued under fictitious names shall be disregarded.”).

1 **C. The Amount In Controversy Is More Than \$49 Million, Which Exceeds**
2 **The \$5 Million Statutory Threshold Under CAFA**

3 28. Under 28 U.S.C. § 1332(d)(2), “district courts shall have original
4 jurisdiction of any civil action in which the matter in controversy exceeds the sum or
5 value of \$5,000,000, exclusive of interest and costs[.]” Under CAFA, the claims of the
6 individual members in a class action are aggregated to determine if the amount in
7 controversy exceeds the sum or value of \$5,000,000. 28 U.S.C. § 1332(d)(6).

8 29. In addition, Congress intended for federal jurisdiction to be appropriate
9 under CAFA “if the value of the matter in litigation exceeds \$5,000,000 either from the
10 viewpoint of the plaintiff or the viewpoint of the defendant, and regardless of the type of
11 relief sought (e.g., damages, injunctive relief, or declaratory relief).” Senate Judiciary
12 Committee Report, S. Rep. No. 109-14, at 42 (2005), reprinted in 2005 U.S.C.C.A.N. 3,
13 40.

14 30. The Senate Judiciary Committee’s Report on the final version of CAFA also
15 makes clear that any doubts regarding the maintenance of interstate class actions in state
16 or federal court **should be resolved in favor of federal jurisdiction.** *Id.* at 42-43 (“[I]f a
17 federal court is uncertain about whether ‘all matters in controversy’ in a proposed class
18 action ‘do not in the aggregate exceed the sum or value of \$5,000,000, the court should
19 err in favor of exercising jurisdiction over the case. . . . Overall, new section 1332(d) is
20 intended to expand substantially federal court jurisdiction over class actions. Its
21 provision should be read broadly, with a strong preference that interstate class actions
22 should be heard in a federal court if properly removed by any defendant.”).

23 31. Where, as here, a complaint does not allege a specific amount in damages,
24 the removing defendant bears the burden of proving by a **preponderance of the**
25 **evidence** that the amount in controversy exceeds the statutory minimum. *See Dart*
26 *Cherokee Basin Operating Co., LLC*, 135 S. Ct. at 553-54 (“Removal is proper on the
27 basis of an amount in controversy asserted by the defendant if the district court finds, by
28 the **preponderance of the evidence**, that the amount in controversy exceeds the

1 jurisdictional threshold”); *Rodriguez v. AT&T Mobility Servs. LLC*, 728 F.3d 975, 977
2 (9th Cir. 2013) (holding that “the proper burden of proof imposed upon a defendant to
3 establish the amount in controversy is the preponderance of the evidence standard”);
4 *accord Guglielmino v. McKee Foods Corp.*, 506 F.3d 696, 701 (9th Cir. 2007) (“the
5 complaint fails to allege a sufficiently specific total amount in controversy . . . we
6 therefore apply the preponderance of the evidence burden of proof to the removing
7 defendant”); *Abrego v. The Dow Chem. Co.*, 443 F.3d 676, 683 (9th Cir. 2006) (“Where
8 the complaint does not specify the amount of damages sought, the removing defendant
9 must prove by a preponderance of the evidence that the amount in controversy
10 requirement has been met”); *Sanchez v. Monumental Life Ins. Co.*, 102 F.3d 398, 404 (9th
11 Cir. 1996) (holding that under the “preponderance of the evidence” standard, “the
12 defendant must provide evidence establishing that it is ‘more likely than not’ that the
13 amount in controversy exceeds that amount”).

14 32. To satisfy this standard, the “defendants’ notice of removal need include
15 only a plausible allegation that the amount in controversy exceeds the jurisdictional
16 threshold.” *Dart Cherokee Basin Operating Co., LLC*, 135 S. Ct. at 554.

17 33. The burden of establishing the jurisdictional threshold “is not daunting, as
18 courts recognize that under this standard, a removing defendant is not obligated to
19 research, state, and prove the plaintiff’s claims for damages.” *Korn v. Polo Ralph Lauren*
20 *Corp.*, 536 F. Supp. 2d 1199, 1204-05 (E.D. Cal. 2008) (internal quotations omitted); *see*
21 *also Valdez v. Allstate Ins. Co.*, 372 F.3d 1115, 1117 (9th Cir. 2004) (“the parties need
22 not predict the trier of fact’s eventual award with one hundred percent accuracy”).

23 34. For purposes of ascertaining the amount in controversy, “the court must
24 accept as true plaintiff’s allegations as plead in the Complaint and assume that plaintiff
25 will prove liability and recover the damages alleged.” *Muniz v. Pilot Travel Ctrs. LLC*,
26 2007 WL 1302504, at *3 (E.D. Cal. May 1, 2007).

27 35. As explained by the Ninth Circuit, “the amount-in-controversy inquiry in the
28 removal context is not confined to the face of the complaint.” *Valdez*, 372 F.3d at 1117;

1 *see also Rodriguez*, 728 F.3d at 981 (holding that a plaintiff “may not ‘sue for less than
2 the amount she may be entitled to if she wishes to avoid federal jurisdiction and remain in
3 state court”).

4 36. If a plaintiff asserts statutory violations, the court must assume that the
5 violation rate is 100% unless the plaintiff specifically alleges otherwise:

6 As these allegations reveal, plaintiff includes no fact-specific
7 allegations that would result in a putative class or violation rate
8 that is discernibly smaller than 100%, used by defendant in its
9 calculations. Plaintiff is the “master of [her] claim[s],” and if
she wanted to avoid removal, she could have alleged facts
specific to her claims which would narrow the scope of the
putative class or the damages sought. She did not.

10 *Muniz*, 2007 WL 1302504, at *4 (citing *Caterpillar, Inc. v. Williams*, 482 U.S. 386, 392
11 (1987)); *see also Soratorio v. Tesoro Ref. and Mktg. Co., LLC*, 2017 WL 1520416, at *3
12 (C.D. Cal. Apr. 26, 2017) (“Plaintiff’s Complaint could be reasonably read to allege a
13 100% violation rate. The Complaint notes that Defendants ‘did not provide’ Plaintiff and
14 the other class members ‘a thirty minute meal period for every five hours worked,’ and
15 that this was Defendants’ ‘common practice.’ It also alleges that Defendants had a
16 practice of ‘requiring employees to work for four hours and more without a rest period’
17 and that Defendants had a ‘common practice’ of failing to provide required breaks.”);
18 *Arreola v. The Finish Line*, 2014 WL 6982571, at *4 (N.D. Cal. Dec. 9, 2014) (“District
19 courts in the Ninth Circuit have permitted a defendant removing an action under CAFA
20 to make assumptions when calculating the amount in controversy—such as assuming a
21 100 percent violation rate, or assuming that each member of the class will have
22 experienced some type of violation—when those assumptions are reasonable in light of
23 the allegations in the complaint.”); *Coleman v. Estes Express Lines, Inc.*, 730 F. Supp.
24 2d 1141, 1149 (C.D. Cal. 2010) (“[C]ourts have assumed a 100% violation rate in
25 calculating the amount in controversy when the complaint does not allege a more precise
26 calculation.”).

27 37. Numerous other District Courts have similarly concluded that alleging a
28 policy of noncompliance in a complaint justifies the assumption of a 100 percent

1 violation rate. *See Ritenour v. Carrington Mortg. Servs. LLC*, 228 F. Supp. 3d, 1025
2 1030 (C.D. Cal. 2017) (“Given the vague language of the Complaint and the broad
3 definition of the class, it is reasonable for Defendants to assume a 100% violation rate –
4 especially since Plaintiffs offer no alternative rate to challenge Defendant’s
5 calculations.”); *Franke v. Anderson Merchandisers LLC*, 2017 WL 3224656, at *2 (C.D.
6 Cal. July 28, 2017) (“Courts in this Circuit have generally found the amount in
7 controversy satisfied where a defendant assumes a 100% violation rate based on
8 allegations of a ‘uniform’ illegal practice – or other similar language – and where the
9 plaintiff offers no evidence rebutting this violation rate”); *Feao v. UFP Riverside, LLC*,
10 2017 WL 2836207, at *5 (C.D. Cal. June 26, 2017) (“Plaintiff’s allegations contain no
11 qualifying words such as ‘often’ or ‘sometimes’ to suggest less than uniform violation
12 that would preclude a 100 percent violation rate.”); *Torrez v. Freedom Mortg., Corp.*,
13 2017 WL 2713400, at *3-5 (C.D. Cal. June 22, 2017) (where complaint alleged “FMC
14 engaged in a pattern and practice of wage abuse against its hourly-paid or non-exempt
15 employees within the state of California,” the complaint “can reasonably be interpreted to
16 imply nearly 100% violation rates”); *Soratorio, LLC*, 2017 WL 1520416, at *3
17 (“Plaintiff’s Complaint could be reasonably read to allege a 100% violation rate. The
18 Complaint notes that Defendants ‘did not provide’ Plaintiff and the other class members
19 ‘a thirty minute meal period for every five hours worked,’ and that this was Defendants’
20 ‘common practice.’ It also alleges that Defendants had a practice of ‘requiring
21 employees to work for four hours and more without a rest period’ and that Defendants
22 had a ‘common practice’ of failing to provide required breaks.”); *Jones v. Tween Brands,*
23 *Inc.*, 2014 WL 1607636, at *3 (C.D. Cal. Apr. 22, 2014) (using 100 percent violation rate
24 for waiting-time penalties since the complaint did not limit the number or frequency of
25 violations).

26 38. As set forth below, the alleged amount in controversy implicated by the
27 class-wide allegations **exceeds \$49 million**. All calculations supporting the amount in
28 controversy are based on the Complaint’s allegations, assuming, without any admission

1 of the truth of the facts alleged and solely for purposes of this Notice of Removal, that
2 liability is established.¹

3 **1. The Second Cause Of Action For Failure To Pay Overtime**
4 **Wages: The Amount In Controversy Exceeds \$6,021,277.34 Based**
5 **On Only One Half-Hour Of Unpaid Overtime Per Employee Per**
6 **Week**

7 39. Plaintiff alleges that “Defendants employed Plaintiff and Class members for
8 more than eight hours per day and more than 40 hours per workweek during the operative
9 timeframe, but Defendants failed to pay Plaintiff and Class members the correct
10 applicable overtime rate for the number of overtime hours they worked as required by the
11 California Labor Code and the applicable IWC Wage Order.” (Complaint, ¶46.) Plaintiff
12 thus seeks “to recover the unpaid balance of wages owed to [Plaintiff and Class
13 members].” (*Id.*, ¶49.) Plaintiff also seeks “restitution of wages withheld and retained by
14 Defendants.” (*Id.* at ¶81, Prayer For Relief, ¶1.)

15 40. California Labor Code section 510(a) states that “any work in excess of
16 eight hours in one workday and any work in excess of 40 hours in any one workweek . . .
17 shall be compensated at the rate of no less than one and one-half times the regular rate of
18 pay for an employee.”

19 41. The statute of limitations for recovery for overtime pay under California
20 Labor Code section 510 pay is three years. Cal. Civ. Proc. Code § 338. The limitations
21 period is extended to four years when a plaintiff also seeks restitution for the Labor Code
22 violations. *Falk v. Children's Hosp. Los Angeles*, 237 Cal. App. 4th 1454, 1462, n.12

23 ^{1/} For purposes of this motion, Plaintiff’s first cause of action for failure to pay
24 minimum wages was not counted as it is duplicative to Plaintiff’s remaining causes of
25 action. Specifically, Plaintiff alleges that “Defendants failed to, and continue to fail to
26 pay Plaintiff and Class members minimum wages for all hours worked by, among other
27 things: requiring, suffering, or permitting Plaintiff and Class members to work off-the-
28 clock; requiring, suffering, or permitting Plaintiff and Class members to work through
meal breaks; illegally and inaccurately recording time worked by Plaintiff and Class
members; failing to properly maintain Plaintiff’s and Class members’ records; failing to
provide itemized wage statements to Plaintiff and Class members for each pay period;
and other methods to be discovered.” (Complaint, ¶37.)

1 (2015) (holding that “actions for restitution and under Business and Professions Code
2 section 17200 are subject to a four-year statute of limitation”). Accordingly, the
3 proposed class period for the first cause of action begins on April 16, 2015.

4 42. In this case, the average hourly rate of the putative class members is \$17.79.
5 (Lasater Decl., ¶6.) The average overtime rate would be no less than \$26.69 ($\$17.79 \times$
6 1.5).

7 43. During the proposed class period of April 16, 2015 and May 10, 2019, the
8 putative class members worked approximately 451,201 weeks. (Lasater Decl., ¶7.)
9 Based on the allegations of the Complaint, if each putative class member is entitled to
10 one half-hour of unpaid overtime per week (i.e., six minutes of unpaid overtime per
11 workday), the amount in controversy on this claim would equal no less than
12 **\$6,021,277.34** ($\$26.69 \times 451,201 \text{ weeks} \times 0.5$).

13 **2. The Third Cause Of Action For Failure To Provide Meal Periods:**
14 **The Amount In Controversy Exceeds \$6,201,095.88 Based On**
15 **Only One Hour Of Premium Pay Per Employee Per Week**

16 44. Plaintiff alleges that “Plaintiff and Class members regularly worked greater
17 than five hours and on occasion greater than ten hours per day.” (Complaint, ¶51.)
18 Plaintiff further alleges that “Defendants required, permitted or otherwise suffered
19 Plaintiff and Class members to take less than the 30 minute meal period, or to work
20 through them, and have failed to otherwise provide the required meal periods to Plaintiff
21 and Class members. (*Id.* at ¶52.)

22 45. Plaintiff seeks to “recover one-hour of premium pay for each day in which a
23 lawful meal period was not provided.” (*Id.* at ¶54.)

24 46. California Labor Code Section 512 provides that “[a]n employer may not
25 employ an employee for a work period of more than five hours per day without providing
26 the employee with a meal period of not less than 30 minutes....” Section 512 further
27 provides that “[a]n employer may not employ an employee for a work period of more
28 than 10 hours per day without providing the employee with a second meal period of not
less than 30 minutes....” California Labor Code Section 226.7 requires employers to pay

1 an hour of premium pay to employees who are not provided full or timely meal periods.
2 An employee is entitled to an additional hour's wages per day, for both a rest and meal
3 period violation each day. *Lyon v. W.W. Grainger, Inc.*, 2010 WL 1753194, *4 (N.D.
4 Cal. Apr. 29, 2010) (noting that Labor Code section 226.7 provides recovery for one meal
5 break violation per work day and one rest break violation per work day).

6 47. The statute of limitations for recovery for meal period premium pay under
7 California Labor Code section 226.7 is three years. *Murphy v. Kenneth Cole Prods., Inc.*,
8 40 Cal. 4th 1094, 1099 (2007) (“[T]he remedy provided in Labor Code section 226.7
9 constitutes a wage or premium pay and is governed by a three-year statute of
10 limitations.”). Accordingly, the proposed class period for the second cause of action
11 begins on April 16, 2016.

12 48. During the proposed class period of April 16, 2016 and May 10, 2019, the
13 putative class members worked approximately 348,572 weeks. (Lasater Decl., ¶8.)
14 Based on the allegations of the Complaint, assuming each putative class member is
15 entitled to one hour of premium pay per week for the alleged non-provision of meal
16 periods, the amount in controversy on this claim would equal no less than **\$6,201,095.88**
17 (\$17.79 x 348,572 weeks).

18 **3. The Fourth Cause Of Action For Failure To Provide Rest**
19 **Periods: The Amount In Controversy Exceeds \$6,201,095.88**
20 **Based On Only One Hour Of Premium Pay Per Employee Per**
21 **Week**

22 49. Plaintiff alleges that “Defendant provided Plaintiff and Class members with
23 policies that did not permit first or second rest breaks for shifts between six and eight
24 hours or third rest breaks for shifts over ten hours.” (Complaint, ¶57.) Plaintiff further
25 alleges that Defendants “fail[ed] to pay Plaintiff and Class members who were not
26 provided with a rest break, in accordance with the applicable wage order, one additional
27 hour of compensation at each employees’ regular rate of pay for each workday that a rest
28 period was not provided.” (*Id.* at ¶58.)

1 50. Plaintiff seeks to “recover one-hour of premium pay for each day in which a
2 lawful meal [sic] period was not provided.” (Complaint, ¶59.)

3 51. Under California law, “[e]very employer shall authorize and permit all
4 employees to take rest periods, which ... shall be based on the total hours worked daily at
5 the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”
6 *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1028 (2012). California Labor
7 Code Section 226.7 requires employers to pay an hour of premium pay each day that an
8 employee is not authorized and permitted to take compliant rest periods.

9 52. The statute of limitations for recovery for rest period premium pay under
10 California Labor Code section 226.7 is three years. *Murphy*, 40 Cal. 4th at 1099 (“[T]he
11 remedy provided in Labor Code section 226.7 constitutes a wage or premium pay and is
12 governed by a three-year statute of limitations.”).

13 53. Based on the allegations of the Complaint, assuming each putative class
14 member is entitled to one hour of premium pay per week for the alleged non-provision of
15 rest periods, the amount in controversy on this claim would equal no less than
16 **\$6,201,095.88** (\$17.79 x 348,572 weeks).

17 **4. The Fifth Cause of Action For Failure To Furnish Accurate**
18 **Itemized Wage Statements: The Amount In Controversy Exceeds**
\$12,211,050.00

19 54. Plaintiff alleges that “Defendants knowingly and intentionally failed to
20 furnish Plaintiff and Class members with timely, itemized statements as required by
21 California Labor Code § 226(a) and IWC Wage Order 1-2001, § 7(B).” (Complaint,
22 ¶62.)

23 55. California Labor Code section 226(e) provides a minimum of \$50 for the
24 initial violation as to each employee, and \$100 for each further violation as to each
25 employee, up to a maximum penalty of \$4,000 per employee.

26 56. The statute of limitations for recovery of penalties under California Labor
27 Code section 226 is one year. *Caliber Bodyworks, Inc. v. Sup. Ct.*, 134 Cal. App. 4th
28 365, 376 (2005); Cal. Civ. Proc. Code § 340(a). Accordingly, the statutory period for a

1 claim under California Labor Code section 226 begins on April 16, 2018, which is one
2 year prior to the date of the filing of the Complaint.

3 57. During the statute of limitations period for the wage statement claim, from
4 April 16, 2018, to May 10, 2019, there are at least 2,989 putative class members who,
5 according to Plaintiff, failed to receive accurate wage statements. (Lasater Decl., ¶9.)
6 The putative class members are paid on a weekly basis. (*Id.* at ¶9.)

7 58. After excluding those pay periods that would not be entitled to a penalty
8 because the statutory \$4,000 maximum has been reached, the 2,989 putative class
9 members worked at least 123,605 pay periods that could qualify for a wage statement
10 penalty. (Lasater Decl., ¶9.) When including a \$50 penalty for the initial wage statement
11 and \$100 for each subsequent wage statement (up to a maximum of \$4,000 for each
12 employee), the amount in controversy on this claim would equal no less than
13 **\$12,211,050.00.** (*Id.*)

14 **5. The Seventh Cause Of Action For Failure to Pay All Wages Due**
15 **to Discharged and Quitting Employees: The Amount In**
16 **Controversy Exceeds \$8,637,400.80**

17 59. Plaintiff alleges that “Defendants have willfully failed, and continue to
18 willfully fail, to pay accrued wages and other compensation to Plaintiff and class
19 members in accordance with California Labor Code §§ 201 and 202.” (Complaint, ¶74.)
20 Plaintiff also alleges that “Plaintiff and Class Members are entitled to all available
21 statutory penalties, including the waiting time penalties provided in California Labor
22 Code § 203.” (*Id.* at ¶75.)

23 60. Under California Labor Code section 203(a), an employee may recover “the
24 [daily] wages . . . as a penalty from the due date thereof at the same rate” but not “for
25 more than 30 days.”

26 61. The statute of limitations period for California Labor Code section 203
27 penalties extends back only three years from the date of filing of the complaint. *See*
28 *Pineda v. Bank of Am., N.A.*, 50 Cal. 4th 1389, 1399 (2010) (holding that “if an employer
failed to timely pay final wages to an employee who quit or was fired, the employee

1 would have ... three years to sue for the unpaid final wages giving rise to the penalty”).
2 Accordingly, the proposed class period for a claim under California Labor Code section
3 203 begins on April 16, 2016, which is three years prior to the date of the filing of the
4 Complaint.

5 62. During the applicable statute of limitations period between April 16, 2016,
6 and May 10, 2019, there are at least 2,023 proposed class members who are former non-
7 exempt employees. (Lasater Decl., ¶10.)

8 63. Based on the average hourly rate of \$17.79, the amount in controversy on
9 this claim would equal no less than **\$8,637,400.80** ($\$17.79 \times 8 \text{ hours} \times 30 \text{ days} \times 2,023$
10 employees).

11 **6. The Ninth Cause Of Action For Failure To Indemnify Employees**
12 **For Necessary Expenditures Incurred In Charge Of Duties: The**
13 **Amount In Controversy Exceeds \$478,300.00**

14 64. Plaintiff alleges “Defendants have knowingly and willfully failed and
15 continue to fail to indemnify Plaintiff for all business expenses and/or losses incurred in
16 direct consequence of the discharge of Plaintiff’s duties while working under the
17 direction of Defendants, including but not limited to, by failing to reimburse employees
18 for use of their personal mobile phone for work purposes.” (Complaint, ¶84.) Plaintiff
19 seeks to “reimbursement of all necessary expenditures, coerced payments, and unlawful
20 deductions, plus interest thereon....” (*Id.* at ¶86.)

21 65. An employer has a statutory obligation to “indemnify his or her employee
22 for all necessary expenditures or losses incurred by the employee in direct consequence
23 of the discharge of his or her duties, or of his or her obedience to the directions of the
24 employer, even though unlawful, unless the employee, at the time of obeying the
25 directions, believed them to be unlawful.” Cal. Labor Code § 2802(a).

26 66. Plaintiff does not specify the amount of mobile phone expenses incurred by
27 the putative class members that allegedly should have been reimbursed. Assuming that
28 each putative class member incurred \$100 of unreimbursed mobile phone expenses that

1 allegedly should have been reimbursed, the amount in controversy on this claim would
2 equal no less than **\$478,300.00** (\$100 x 4,783 putative class members).

3 **7. The Attorneys' Fees And Costs**

4 67. For purposes of determining the amount in controversy, only “interest and
5 costs” are excluded from the calculation. 28 U.S.C. § 1332. Therefore, the Court must
6 consider the aggregate of general damages, special damages, punitive damages, and
7 attorneys’ fees. *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1156 (9th Cir. 1998)
8 (claims for statutory attorneys’ fees to be included in amount in controversy, regardless
9 of whether such an award is discretionary or mandatory); *Brady v. Mercedes-Benz USA,*
10 *Inc.*, 243 F. Supp. 2d 1004, 1010-11 (N.D. Cal. 2002) (“Where the law entitles the
11 prevailing plaintiff to recover reasonable attorney fees, a reasonable estimate of fees
12 likely to be incurred to resolution is part of the benefit permissibly sought by the plaintiff
13 and thus contributes to the amount in controversy.”).

14 68. A reasonable estimate of fees likely to be recovered may be used in
15 calculating the amount in controversy. *Longmire v. HMS Host USA, Inc.*, 2012 WL
16 5928485, at *9 (S.D. Cal. Nov. 26, 2012 (“[C]ourts may take into account reasonable
17 estimates of attorneys’ fees likely to be incurred when analyzing disputes over the
18 amount in controversy under CAFA.”); *Muniz v. Pilot Travel Centers LLC*, 2007 U.S.
19 Dist. LEXIS 31515, at *15 (E.D. Cal. Apr. 30, 2007) (attorneys’ fees appropriately
20 included in determining amount in controversy).

21 69. The Ninth Circuit held that “a court must include future attorneys’ fees
22 recoverable by statute or contract when assessing whether the amount-in-controversy
23 requirement is met.” *Fritsch v. Swift Transp. Co. of Arizona, LLC*, 899 F.3d 785, 794
24 (9th Cir. 2018); *see also Chavez v. JPMorgan Chase & Co.*, 888 F.3d 413, 414-15 (9th
25 Cir. 2018) (“[T]he amount in controversy is not limited to damages incurred prior to
26 removal—for example, it is not limited to wages a plaintiff-employee would have earned
27 before removal (as opposed to after removal). Rather, the amount in controversy is
28 determined by the complaint operative at the time of removal and encompasses all relief a

1 court may grant on that complaint if the plaintiff is victorious.”); *Lucas v. Michael Kors*
2 (*USA, Inc.*, 2018 WL 2146403 (C.D. Cal. May 9, 2018) (holding that “unaccrued post-
3 removal attorneys’ fees can be factored into the amount in controversy” for CAFA
4 jurisdiction).

5 70. In the class action context, courts have found that 25 percent of the
6 aggregate amount in controversy is a benchmark for attorneys’ fees award under the
7 “percentage of fund” calculation and courts may depart from this benchmark when
8 warranted. *See Campbell v. Vitran Exp., Inc.*, 471 F. App’x 646, 649 (9th Cir. 2012)
9 (attorneys’ fees appropriately included in determining amount in controversy under
10 CAFA); *Powers v. Eichen*, 229 F.3d 1249, 1256-57 (9th Cir. 2000) (“We have also
11 established twenty-five percent of the recovery as a ‘benchmark’ for attorneys’ fees
12 calculations under the percentage-of-recovery approach”); *Wren v. RGIS Inventory*
13 *Specialists*, 2011 U.S. Dist. LEXIS 38667 at *78-84 (N.D. Cal. Apr. 1, 2011) (finding
14 ample support for adjusting the 25% presumptive benchmark upward and found that
15 plaintiffs’ request for attorneys’ fees in the amount of 42% of the total settlement
16 payment was appropriate and reasonable in the case); *Cicero v. DirecTV, Inc.*, 2010 U.S.
17 Dist. LEXIS 86920 at *16-18 (C.D. Cal. July 27, 2010) (finding attorneys’ fees in the
18 amount of 30% of the total gross settlement amount to be reasonable); *see also In re*
19 *Quintas Secs. Litig.*, 148 F. Supp. 2d 967, 973 (N.D. Cal. 2001) (noting that in the class
20 action settlement context the benchmark for setting attorneys’ fees is 25 percent of the
21 common fund). Even under the conservative benchmark of 25 percent of the total
22 recovery for the applicable claims, attorneys’ fees alone would be upward of
23 **\$9,937,554.98** in this case which is 25% of the potential recovery of the claims alleged in
24 the Complaint—\$6,021,277.34 (unpaid overtime) + \$6,201,095.88 (unpaid meal
25 premiums) + \$6,201,095.88 (unpaid rest premiums) + \$12,211,050.00 (wage statement
26 claim) + \$8,637,400.80 (waiting time penalties) + \$478,300.00 (reimbursement claim).

1 **8. The Total Aggregate Amount In Controversy Exceeds \$49 Million**

2 71. Although Defendants deny Plaintiff's allegations that he or the putative class
3 are entitled to any relief for the above-mentioned claims, based on the foregoing
4 calculations, the aggregate amount in controversy for the putative class for all asserted
5 claims is approximately **\$49,687,774.90**:

Cause of Action	Amount In Controversy Based On The Allegation Of The Complaint
Unpaid Overtime	\$6,021,277.34 (one half-hour of overtime per employee per week)
Unpaid Meal Period Premiums	\$6,201,095.88 (one hour of premium pay per employee per week)
Unpaid Rest Period Premiums	\$6,201,095.88 (one hour of premium pay per employee per week)
Non-Compliant Wage Statements	\$12,211,050.00 (based on 123,605 pay periods)
Final Wages Not Timely Paid	\$8,637,400.80 (based on 2,023 former employees)
Unreimbursed Business Expenses	\$478,300.00 (\$100 of reimbursement per employee)
Attorneys' Fees and Costs	\$9,937,554.98 (based on 25% of the potential recovery)
Total	\$49,687,774.90

18 72. Although Defendants deny Plaintiff's allegations that he or the putative class
19 are entitled to any relief, based on Plaintiff's allegations and prayer for relief, and a
20 conservative estimate based on those allegations, the total amount in controversy far
21 exceeds the \$5,000,000 threshold set forth under 28 U.S.C. § 1332(d)(2) for removal
22 jurisdiction.

23 73. Because minimal diversity of citizenship exists, and the amount in
24 controversy exceeds \$5,000,000, this Court has original jurisdiction of this action
25 pursuant to 28 U.S.C. § 1332(d)(2). This action is therefore a proper one for removal to
26 this Court pursuant to 28 U.S.C. § 1441(a).

27 74. To the extent that Plaintiff has alleged any other claims for relief in the
28 Complaint over which this Court would not have original jurisdiction under 28 U.S.C.

1 § 1332(d), the Court has supplemental jurisdiction over any such claims pursuant to
2 28 U.S.C. section 1367(a).

3 **IV. VENUE**

4 75. Venue lies in the United States District Court for the Central District of
5 California, pursuant to 28 U.S.C. §§ 1391(a), 1441, and 84(c). This action originally was
6 brought in Los Angeles County Superior Court of the State of California, which is
7 located within the Central District of California. 28 U.S.C. § 84(c). Therefore, venue is
8 proper because it is the “district and division embracing the place where such action is
9 pending.” 28 U.S.C. § 1441(a). A true and correct copy of this Notice of Removal will
10 be promptly served on Plaintiff and filed with the Clerk of the Los Angeles County
11 Superior Court of the State of California as required under 28 U.S.C. § 1446(d).

12 **V. NOTICE TO STATE COURT AND TO PLAINTIFF**

13 76. Defendants will give prompt notice of the filing of this Notice of Removal to
14 Plaintiff and to the Clerk of the Superior Court of the State of California in the County of
15 Los Angeles. The Notice of Removal is concurrently being served on all parties.

16 **VI. PRAYER FOR REMOVAL**

17 77. WHEREFORE, Defendants pray that this civil action be removed from
18 Superior Court of the State of California for the County of Los Angeles to the United
19 States District Court for the Central District of California.

20

21 DATED: May 20, 2019

Respectfully submitted,

22

SEYFARTH SHAW LLP

23

24

By: /s/ Jennifer R. Nunez

25

Daniel Whang
Jennifer R. Nunez
Attorneys for Defendants
THE AMERICAN BOTTLING
COMPANY and KEURIG DR
PEPPER INC.

26

27

28

EXHIBIT A

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Vache Thomassian, Esq. SBN: 289053 KJT Law Group, LLP 230 N. Maryland Ave. Suite 306 Glendale, CA 91206 TELEPHONE NO.: (818) 507-8525 FAX NO. E-MAIL ADDRESS vache@kjtlawgroup.com ATTORNEY FOR (Name): Plaintiff:	FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles APR 24 2019 Sherri B. Carter, Executive Officer/Clerk of Court By <u>Brigitte De La Rosa</u> Deputy Brigitte De La Rosa
Los Angeles County Superior Court - Stanley Mosk Courthouse STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk - Central District	
PLAINTIFF: Juan M. Guzman-Lopez, individually DEFENDANT: The American Bottling Company, a corporation	CASE NUMBER: 19STCV13050 SBC-17
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: EM00091 - Guzman v. Am. Botting Co.

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

- At the time of service I was at least 18 years of age and not a party to this action.
- I served copies of:

FILED BY FAX
(CRC 2005)

- Summons
- Complaint
- Alternative Dispute Resolution (ADR) package
- Civil Case Cover Sheet
- Cross-complaint
- other (specify documents): **Civil Case Cover Sheet Addendum and Statement of Location; Notice of Case Assignment Unlimited Civil Case; Standing Order Re: Personal Injury Procedures, Central District; First Amended Standing Order-Re: Final Status Conference, Personal Injury ('PI') Courts (effective as of April 16, 2018)**

- Party served (specify name of party as shown on documents served):

The American Bottling Company, a corporation

- 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):

CT Corporation System, c/o Albert Delamonte - Registered Agent for Service of process

Age: 29 Weight: 180 Hair: Brown Sex: Male Height: 5'11" Eyes: Race: Hispanic

- Address where the party was served: **CT Corporation System
818 W 7th St Ste 930
Los Angeles, CA 90017-3476**

- I served the party (check proper box)

- 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): **4/18/2019** (2) at (time): **9:21 AM**

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

- (business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him of her of the general nature of the papers.
- (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.
- (physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him of her of the general nature of the papers.
- 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.
- I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PETITIONER: Juan M. Guzman-Lopez, individually	CASE NUMBER:
RESPONDENT: The American Bottling Company, a corporation	19STCV13050

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

Additional page describing service is attached.

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

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (specify): _____
- c. as occupant.
- d. On behalf of (specify): **The American Bottling Company, a corporation**
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: **Oscar Herrera - ON-CALL LEGAL**
- b. Address: **1875 Century Park East, STE H Los Angeles, CA 90067**
- c. Telephone number: **(310) 858-9800**
- d. The fee for service was: **\$ 106.40**
- e. I am:

- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.: **2018048510**
- (iii) County: **Los Angeles**



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: **4/22/2019**
ON-CALL LEGAL
1875 Century Park East, STE H
Los Angeles, CA 90067
(310) 858-9800
www.OnCallLegal.com

07/05/2019

Oscar Herrera

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

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

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

**THE AMERICAN BOTTLING COMPANY, a corporation;
KEURIG-DR. PEPPER, INC., a corporation; and DOES 1-20, inclusive,**

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

**JUAN M. GUZMAN-LOPEZ, individually and on behalf of all others
similarly situated,**

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

**CONFIRMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

APR 16 2019

Sherri R. Carter, Executive Officer/Clerk of Court
By: Steven Drew, Deputy

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

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

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

Tiene 30 DÍAS DE CALENDARIO después de que lo 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. Puedo encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le queda 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. Puedo encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desochar el caso.

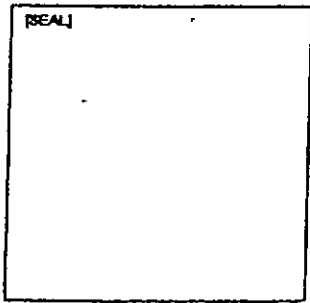
The name and address of the court is:
**(El nombre y dirección de la corte es): Superior Court of California
Stanley Mosk Courthouse - Central District
111 North Hill Street, Los Angeles, CA 90012**

CASE NUMBER:
(Número del caso) **19STCV13050**

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):
Vache Thomassian, Esq., 230 North Maryland Avenue, Suite 306, Glendale, CA 91206 Ph:818-507-8525**

DATE: **APR 16 2019** Sherri R. Carter, Clerk Clerk; by **STEVEN DREW**, Deputy
(Fecha) **(Secretario)** **(Adjunto)**

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



NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. as the person sued under the fictitious name of (specify):
Keurig-Dr. Pepper, Inc., a Corporation
- 3. 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):
- 4. by personal delivery on (date):

1 **KJT LAW GROUP LLP**
VACHE A. THOMASSIAN (SBN 289053)
2 vache@kjtlawgroup.com
CASPAR JIVALAGIAN (SBN 282818)
3 caspar@kjtlawgroup.com
230 North Maryland Avenue, Suite 306
4 Glendale, CA 91206
Tel: 818.507.8525

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

APR 18 2019

Sherri R. Carler, Executive Officer/Clerk of Court
By: Steven Drew, Deputy

5 **ADAMS EMPLOYMENT COUNSEL**
6 CHRISTOPHER A. ADAMS (SBN 266440)
ca@AdamsEmploymentCounsel.com
7 4740 Calle Carga
Camarillo, CA 93012
8 Tel: 818.425.1437

9 Attorneys for Plaintiff Juan M. Guzman-Lopez, on
10 behalf of himself and all others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 **JUAN M. GUZMAN-LOPEZ,**
14 individually and on behalf of all others
similarly situated,

Case No.: **19STCV13050**

CLASS ACTION COMPLAINT FOR DAMAGES:

15 Plaintiff,

1. Failure to Pay Minimum Wage;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Provide Rest Periods;
5. Failure to Furnish Accurate Wage Statements;
6. Failure to Maintain Required Records;
7. Failure to Pay All Wages Due to Discharged and Quitting Employees;
8. Unfair Business Practices; and
9. Failure to Indemnify Employees for Business Expenditures and Losses

16
17 **THE AMERICAN BOTTLING**
18 **COMPANY, a corporation; KEURIG-**
19 **DR. PEPPER, INC., a corporation; and**
DOES 1-20, inclusive,

20 Defendants.

JURY TRIAL REQUESTED

KJT LAW GROUP LLP
J. Vachon | J. Thomassian

1 Plaintiff Juan M. Guzman-Lopez brings this action on behalf of himself, and on behalf of
2 all other similarly-situated members of the public, and alleges the following:

3 **I. INTRODUCTION**

4 1. Plaintiff Juan M. Guzman-Lopez ("Plaintiff") brings this class action to remedy wage-
5 and-hour violations by Defendants Keurig-Dr. Pepper, Inc., The American Bottling Company and
6 Does 1 through 20 (collectively, "Defendants"). For at least four years prior to the filing of this
7 Complaint and through the present, Defendants have engaged in a uniform policy and systematic
8 scheme of wage abuse against Plaintiff and other non-exempt employees of Defendants in violation
9 of applicable California laws, including, without limitation, failing to provide meal and rest breaks,
10 and failing to pay minimum and overtime wages.

11 **II. THE PARTIES**

12 2. Defendant The American Bottling Company is a subsidiary of Keurig-Dr. Pepper,
13 Inc. offering bottling services and is distributor of Dr. Pepper affiliated soft drinks. At all times
14 mentioned herein, Defendant The American Bottling Company was and is an employer covered
15 by the California Labor Code and the California Industrial Welfare Commission ("IWC") Wage
16 Order.

17 3. Defendant Keurig-Dr. Pepper, Inc., formerly Dr. Pepper-Snapple Group, Inc., is a
18 nationwide conglomerate and makers of various assortments of soft drinks. At all times mentioned
19 herein, Defendant Keurig-Dr. Pepper, Inc. was and is an employer covered by the California
20 Labor Code and the California Industrial Welfare Commission ("IWC") Wage Order.

21 4. Plaintiff is unaware and ignorant of the true names and capacities of defendants sued
22 herein as Does 1 through 20, inclusive, and for that reason sues said defendants by such fictitious
23 names (the "Doe Defendants").

24 5. At all times herein relevant, Defendants, and each of them, were the agents,
25 partners, joint-venturers, joint employers, alter-egos, representatives, servants, employees,
26 successors-in-interest, co-conspirators and assigns, each of the other, and at times relevant hereto
27 were acting with the course and cope of their authority as such agents, partners, joint-venturers,
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1 joint employers, alter-egos, representatives, servants, employees, successors-in-interest, co-
2 conspirators and assigns, and all acts or omissions alleged herein were duly committed with the
3 ratification, knowledge, permission, encouragement, authorization, and consent of each defendant
4 designated herein. Plaintiff is informed and believes, and based thereon alleges that the acts of
5 each Defendants are legally attributable to the other Defendants.

6 6. Plaintiff is informed and believes, and based thereon alleges that each of the Doe
7 Defendants is legally responsible for the events and happenings referred to in this Complaint, and
8 unlawfully caused the injuries and damages to Plaintiff and similarly situated employees as alleged
9 in this Complaint. Plaintiff will file and serve an amendment to this Complaint alleging the true
10 names and capacities of the Doe Defendants when such true names, capacities, and involvement is
11 ascertained.

12 7. Plaintiff **Juan M. Guzman-Lopez** was jointly employed by Defendants at its facility
13 in Vernon, California as a merchandiser from approximately November 2017 to September 2018.
14 As a merchandiser, Plaintiff would drive to various storefronts throughout Los Angeles County in
15 order to set up promotional signs and stock-up on merchandise under the Keurig-Dr. Pepper
16 banner. At all times during his employment with Defendants, Plaintiff was a non-exempt
17 employee, paid in whole or in part on an hourly basis. Plaintiff is an individual residing in the
18 County of Los Angeles, California.

19 8. Plaintiff brings this class action on behalf of himself and a **Class**, defined as: All
20 persons who have been employed by The American Bottling Company and Keurig-Dr. Pepper,
21 Inc. in California as a non-exempt employee at any time during the period beginning four years
22 prior to the filing of this Complaint and ending on the date as determined by the Court (the "Class
23 Period").

24 9. At all times relevant to this Complaint, Defendants jointly exercised control over the
25 wages, hours, and working conditions of Plaintiff and similarly situated employees; suffered and
26 permitted Plaintiff and similarly situated employees to work; and otherwise engaged Plaintiff and
27 similarly situated employees to work, so as to create an employer-employee relationship between
28

1 Defendants and Plaintiff and similarly situated employees. At all relevant times, Defendants were
2 “employers” of Plaintiff within the meaning of all applicable California state laws.

3 **III. JURISDICTION AND VENUE**

4 10. This class action is brought pursuant to California Code of Civil Procedure § 382.
5 The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of
6 the Superior Court and will be established according to proof at trial.

7 11. This Court has jurisdiction over this action under the California Constitution, Article
8 VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those
9 given by statute to other courts. The statutes under which this action is brought do not specifically
10 grant jurisdiction to any other court, and the issues are based solely on California statutes and law,
11 including the California Labor Code, California IWC Wage Orders, California Code of Civil
12 Procedure, California Civil Code, and the California Business and Professions Code.

13 12. The California Superior Court has jurisdiction over Defendants, because they are
14 citizens of California, have sufficient minimum contacts in California, and otherwise intentionally
15 avail themselves to the California market, including establishing their principal place of business
16 and transacting business in California. Venue is proper in this Court, because Defendants transact
17 business in the County of Los Angeles, including offering their services in the county, and during
18 relevant time periods, Plaintiff was employed by Defendants in the County of Los Angeles.

19 **IV. FACTUAL BACKGROUND**

20 13. At all relevant times set forth in this Complaint, Defendants employed Plaintiff and
21 similarly situated employees as hourly, non-exempt employees.

22 14. Plaintiff and each member of the Class were covered under one or more IWC
23 Wage Orders and/or the California Labor Code provisions relating to wage and-hour laws, and
24 other applicable wage orders, regulations, and statutes, which imposed an obligation on the part of
25 Defendants, among other things, to provide uninterrupted meal and rest periods, to pay overtime
26 wages, to pay wages for all hours worked, and to provide accurate wage statements.

27 15. Plaintiff is informed and believes, and based thereon alleges that Defendants are,
28

1 and at all times relevant hereto were, authorized to conduct business in the state of California, and
2 does conduct business in the state of California. Specifically, Defendants maintains facilities and
3 conducts business in, and engages in illegal payroll practices or policies in the county of Los
4 Angeles, State of California.

5 16. Plaintiff is informed and believes, and based thereon alleges that Defendants
6 engaged in a uniform policy and systematic scheme of wage abuse against its non-exempt
7 employees, including, without limitation, depriving their employees of uninterrupted thirty-minute
8 meal periods for work periods of at least five hours; depriving their employees of ten-minute rest
9 periods for work periods of four hours or major fractions; failing to compensate employees for all
10 hours worked, including overtime wages; failing to provide timely, accurate itemized wage
11 statements; and failing to pay, within the time constraints imposed by applicable laws, all earned
12 compensation at separation of employment.

13 17. Plaintiff is informed and believes, and based thereon alleges that Defendants failed
14 to provide Plaintiff and similarly situated employees the required meal periods or payment of one
15 additional hour of pay at Plaintiff's and the other Class members' regular rate of pay when a meal
16 break was missed during the Class Period. This was a result of Defendants' uniform policy and
17 practice of altering Plaintiff's and other Class members' time records by recording fictitious 30-
18 minute meal breaks in Defendants' timekeeping system so as to create the appearance that
19 Defendants provided Plaintiff and similarly situated employees 30-minute meal breaks when in fact
20 Plaintiff and similarly situated employees were not at all times provided 30-minute meal breaks.
21 As a result of Defendants' demanding deadlines, Plaintiff and similarly situated employees were
22 required to perform work as ordered by Defendants for more than five hours during a shift
23 without receiving a duty-free, uninterrupted meal break and/or more than ten hours in a shift
24 without receiving a second meal break. Defendants had no policy, procedure, or practice for
25 Plaintiff and similarly situated employees to report missed meal periods or recover lost wages, and
26 Defendants had no policy, procedure, or practice to provide one hour of additional wages for each
27 workday that the meal breaks were not provided.

1 18. Plaintiff is informed and believes, and based thereon alleges that Defendants failed
2 to provide Plaintiff and similarly situated employees rest periods of at least ten minutes per four
3 hours worked, or major fraction thereof, and failed to pay Plaintiff and similarly situated
4 employees one hour of additional wages at Plaintiff's and other Class members' regular rate of pay
5 when a rest break was not provided during the Class Period. Defendants had no policy,
6 procedure, or practice for Plaintiff and similarly situated employees to report missed rest breaks or
7 recover lost wages, and Defendants had no policy, procedure, or practice to provide one hour of
8 additional wages for each workday that the rest break was not provided.

9 19. Plaintiff is informed and believes, and based thereon alleges that Defendants failed
10 to provide Plaintiff and similarly situated employees' wages, including overtime wages, for all hours
11 worked, meaning the time during which Plaintiff and similarly situated employees were subject to
12 the control of Defendants, including all the time they were suffered or permitted to work. This
13 was a result of Defendants' uniform policy and practice of requiring Plaintiff and similarly situated
14 employees to work off-the-clock without paying them for all the time they were under Defendants'
15 control performing pre-shift and post-shift duties and during purported meal breaks. Plaintiff and
16 similarly situated employees were entitled to receive compensation for all hours worked, and that
17 they did not receive compensation for all hours worked. Plaintiff and similarly situated employees
18 worked over eight hours in a day, and/or forty hours in a week during their employment with
19 Defendants and Defendants failed to pay overtime wages to Plaintiff and similarly situated
20 employees for all hours worked more than eight hours in a day and/or forty hours per week.

21 20. Plaintiff is informed and believes, and based thereon alleges that Defendants had
22 unlawfully failed to provide timely, accurate, itemized wage statements to Plaintiff and similarly
23 situated employees.

24 21. Plaintiff is informed and believes, and based thereon alleges that Defendants have
25 failed to pay Plaintiff and similarly situated employees California's prevailing minimum wage for
26 "all hours worked". Plaintiff and similarly situated employees were subject to Defendants'
27 excessive expectation that its employees complete their assigned routes within predetermined
28

1 timeframe at all cost. As a result of Defendants' demands, Plaintiff and similarly situated
2 employees had their 30 minute meal breaks deducted so as to appear as if they took their duty-
3 free, uninterrupted meal breaks. Such deducted time expended by Plaintiff and similarly situated
4 employees qualified as "hours worked" within the meaning of the California Labor Code and
5 IWC Wage Order 1-2001, for which Defendants failed to compensate Plaintiff and similarly
6 situated employees.

7 22. As a direct result and proximate result of the unlawful actions of Defendants,
8 Plaintiff and other Class members have suffered, and continue to suffer, from loss of earnings in
9 amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

10 **V. CLASS ALLEGATIONS**

11 23. **Class Definition.** The named individual Plaintiff brings this action on his own behalf
12 and on behalf of all similarly-situated persons as a class action under California Code of Civil
13 Procedure § 382. Plaintiff proposes the following class ("Class"):

14 All persons who have been employed by Keurig-Dr. Pepper, Inc.
15 and The American Bottling Company in California as a non-exempt
16 employee at any time during the period beginning four years prior
17 to the filing of this Complaint and ending on the date as determined
18 by the Court (the "Class Period").

19 24. Plaintiff reserves the right to amend or modify the class description with greater
20 particularity or further division into subclasses.

21 25. **Ascertainable Class.** The proposed Class is ascertainable, because the members can
22 be identified and located using information contained in Defendants' payroll and personnel
23 records.

24 26. **Numerosity.** The members of the Class are so numerous that joinder of all
25 members would be impractical and unfeasible. While the precise number of Class members is
26 currently unknown to Plaintiff, Plaintiff is informed and believes that the Class is estimated to be
27 greater than 50 individuals.

28 27. **Typicality.** Plaintiff's claims are typical of the Class as Plaintiff and members of the
Class were all subjected by Defendants to the same violations of the Labor Code, the applicable

1 IWC Wage Order, and the Business and Professions Code.

2 28. **Adequacy of Representation.** The named Plaintiff is fully prepared to take all
3 necessary steps to represent fairly and adequately the interests of the Class, and has retained
4 counsel who is experienced in class action and wage-and-hour litigation of this nature. Plaintiff
5 does not have any interests adverse to the interests of the Class members and will fairly and
6 adequately protect the interests of all Class members.

7 29. **Superiority.** A class action is superior to other available means for the fair and
8 efficient adjudication of this controversy. The potential class is a significant number. Individual
9 joinder of all former and current employees is not practicable.

10 30. **Common Question of Law and Fact.** There are questions of law and fact common
11 to the potential Class that predominate over any questions affecting only individual members of the
12 Class which focuses on Defendants' illegal practices and policies which were applied to all non-
13 exempt employees in violation of the Labor Code, applicable IWC Wage Order, and the Business
14 and Professions Code which prohibits unfair business practices arising from such violations.

15 These common questions of law and fact, include, without limitation:

- 16 a. Whether Defendants' policies and practices provide meal and rest periods in
17 compliance with applicable laws;
- 18 b. Whether Defendants deprived Plaintiff and similarly situated employees of
19 meal or rest periods;
- 20 c. Whether Defendants failed to provide Plaintiff and similarly situated employees
21 adequate off-duty meal periods and missed meal period compensation;
- 22 d. Whether Defendants have engaged in a pattern and/or practice of failing to
23 properly compensate the Plaintiff and similarly situated employees for all hours
24 worked; including overtime wages;
- 25 e. Whether Defendants have engaged in a pattern and/or practice of encouraging
26 Plaintiff and similarly situated employees not to report all time worked;
- 27 f. Whether Defendants failed to pay Plaintiff and similarly situated employees for
28 the work that Defendants required them to perform;

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- g. Whether Defendants have engaged in a pattern and/or practice of threatening Plaintiff and similarly situated employees with discharge, demotion, or discrimination or otherwise intimidating them if they do not work off-the-clock;
- h. Whether Defendants failed to pay Plaintiff and similarly situated employees overtime compensation when Plaintiff and similarly situated employees worked in excess of eight hours in a day or forty in a workweek;
- i. Whether Defendants failed to pay Plaintiff and similarly situated employees overtime compensation at double their regular rate of pay when Plaintiff and similarly situated employees worked in excess of twelve hours in a day or in excess of eight on the seventh consecutive day of work in a workweek;
- j. Whether Defendants included all required compensation in calculating the overtime rate of Plaintiff and similarly situated employees;
- k. Whether Defendants failed to provide Plaintiff and similarly situated employees with accurate itemized wage statements;
- l. Whether Defendants failed to reimburse for business expenditures and losses;
- m. Whether Defendants acted with malice, oppression, or fraud;
- n. Whether Defendants violated California Labor Code §§ 201-204, 226.7, 227.3, 210, 510, 512, 551, 552, 1118.12, 1194 *et seq.*, 1197, and 1198;
- o. Whether Defendants violated Industrial Welfare Commission Orders;
- p. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code §§ 17200, *et seq.*; and
- q. The nature and extent of the injury suffered by Plaintiff and similarly situated employees and the measure of damages for the injury.

31. The nature of this action and the format of laws available to Plaintiff and members of the Class make the class action format a particularly efficient and an appropriate procedure to redress the wrongs alleged herein. If each member of the Class were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior

1 financial and legal resources. Requiring each Class member to pursue an individual remedy would
2 also discourage the assertion of lawful claims by employees who would be disinclined to file an
3 action against their former or current employer for real and justifiable fear of retaliation and
4 permanent damage to their careers at subsequent employment.

5 32. Plaintiff is unaware of any difficulties in managing this case that should preclude class
6 action.

7 **VI. CAUSES OF ACTION**

8 **FIRST CAUSE OF ACTION**

9 **Failure to Pay Minimum Wage**

10 (Cal. Labor Code §§ 204, 1194 *et seq.*, 1197, 1197.1, 1198, IWC Wage Order No. 1-2001, § 4)
11 (By Plaintiff and the Class Against Each Defendant)

12 33. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
13 though set forth fully herein: Plaintiff alleges as follows as a class action and a representative cause
14 of action on behalf of himself and all Class members.

15 34. California Labor Code § 204, IWC Wage Order 1-2001, § 4, and other applicable
16 laws and regulations, provide that an employer must timely pay its employees for all hours worked.

17 35. California Labor Code § 1197 further provides, "The minimum wage for employees
18 fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to
19 employees, and the payment of a lower wage than the minimum so fixed is unlawful."

20 36. California Labor Code § 1194 establishes an employee's right to recover unpaid
21 wages, including interest, and the cost of suit. California Labor Code § 1198 further provides that
22 the employment of an employee for longer than those fixed by the IWC Wage Orders is unlawful.

23 37. Defendants failed to, and continue to fail to pay Plaintiff and Class members
24 minimum wages for all hours worked by, among other things: requiring, suffering, or permitting
25 Plaintiff and Class members to work off-the-clock; requiring, suffering or permitting Plaintiff and
26 Class members to work through meal breaks; illegally and inaccurately recording time worked by
27 Plaintiff and Class members; failing to properly maintain Plaintiff's and Class members' records;
28 failing to provide itemized wage statements to Plaintiff and Class members for each pay period;
and other methods to be discovered.

1 38. Defendants knew or should have known that Plaintiff and Class members worked
2 hours for which they were not compensated.

3 39. Defendants' conduct described herein violates, and continues to violate, California
4 Labor Code §§ 1194 and 1197 and IWC Wage Order No. 1-2001, §4. As a proximate result of
5 the aforementioned violations, Plaintiff and Class members have been damaged in an amount
6 according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558,
7 1194, and 1197.1 and other applicable provisions under the Labor Code and IWC Wage Order
8 No. 1-2001, Plaintiff and Class members are entitled to recover the unpaid balance of wages owed
9 to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

10 **SECOND CAUSE OF ACTION**

11 **Failure to Pay Overtime Wages**

12 (Cal. Labor Code §§ 510, 204, 1194 et seq., 1197.1, 1198, IWC Wage Order No. 1-2001, § 3)
13 (By Plaintiff and the Class Against Each Defendant)

14 40. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
15 though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause
16 of action on behalf of himself and all Class members.

17 41. California Labor Code § 204, IWC Wage Order No. 1-2001, § 3, and other
18 applicable laws and regulations, provide that an employer must timely pay its employees for all
19 hours worked.

20 42. California Labor Code § 510 provides that employees in California shall not be
21 employed more than eight hours per workday or forty hours per workweek unless they receive
22 additional compensation beyond their regular wages in amounts specified by law.

23 43. California Labor Code § 510 further provides that employees in California shall not
24 be employed more than twelve hours per workday unless they receive wages at double their regular
25 rate of pay.

26 44. California Labor Code § 1194 establishes an employee's right to recover unpaid
27 wages, including overtime compensation and interest, and the cost of suit. California Labor Code
28 § 1198 further provides that the employment of an employee for longer than those fixed by the
IWC Wage Orders is unlawful.

1 45. Plaintiff and Class members are current and former non-exempt employees entitled
2 to the protections of California Labor Code §§ 510 and 1194, and IWC Wage Order No. 1-2001.

3 46. Defendants maintained and enforced policies and practices of refusing to pay
4 Plaintiff and Class members for all hours worked. Defendants employed Plaintiff and Class
5 members for more than eight hours per day and more than 40 hours per workweek during the
6 operative timeframe, but Defendants failed to pay Plaintiff and Class members the correct
7 applicable overtime rate for the number of overtime hours they worked as required by the
8 California Labor Code and the applicable IWC Wage Order.

9 47. Defendants thus required Plaintiff and Class members to work under conditions
10 prohibited by order of the IWC, in violation of those orders.

11 48. Defendants owe Plaintiff and Class members overtime wages, have failed and
12 refused, and continues to fail and refuse, to pay the overtime wages owed. Additionally,
13 Defendants did not include all the required compensation in calculating the overtime rate of
14 Plaintiff and similarly situated employees.

15 49. Defendants' conduct described herein violates, and continues to violate, California
16 Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 1-2001, § 3. Therefore, pursuant
17 to California Labor Code §§ 200, 203, 226, 558, 1194, and 1197.1 and other applicable provisions
18 under the Labor Code and IWC Wage Order No. 1-2001, Plaintiff and Class members are
19 entitled to recover the unpaid balance of wages owed to them by Defendants, plus interest,
20 penalties, attorneys' fees, expenses, and costs of suit.

21 **THIRD CAUSE OF ACTION**

22 **Failure to Provide Meal Periods**

(Cal. Labor Code §§ 226.7, 512, IWC Wage Order No. 1-2001, § 11)

(By Plaintiff and the Class Against Each Defendant)

23
24 50. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
25 though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause
26 of action on behalf of himself and all Class members.

27 51. Plaintiff and Class members regularly worked greater than five hours and on
28 occasion greater than ten hours per day. Pursuant to California Labor Code § 512, an employer

1 may not employ someone for a shift of more than five hours without providing him or her with a
2 meal period of not less than thirty minutes or for more than ten hours without providing him or
3 her with a second meal period of not less than thirty minutes.

4 52. Despite the requirements of the applicable IWC Wage Order and California Labor
5 Code §§ 512 and 226.7, Defendants required, permitted or otherwise suffered Plaintiff and Class
6 members to take less than the 30 minute meal period, or to work through them, and have failed to
7 otherwise provide the required meal periods to Plaintiff and Class members.

8 53. During the Class Period, Plaintiff and Class members were required to work
9 through or cut short their meal breaks due to Defendants' requirement that Plaintiff and Class
10 members complete their assignments within predetermined amount of time, without taking into
11 consideration such factors as travel time, and need to stop for meal breaks. Defendants failed to
12 factor in such impediments, or enact protocols that would have allowed Plaintiff and Class
13 members to report missed, delayed, or interrupted meal breaks.

14 54. Pursuant to California Labor Code § 226.7, Plaintiff and Class members have
15 sustained economic damages, including, but not limited to, unpaid wages and lost interest, in an
16 amount according to proof at trial, and are entitled to recover one-hour of premium pay for each
17 day in which a lawful meal period was not provided. Plaintiff and Class members are further
18 entitled to attorneys' fees pursuant to Code of Civil Procedure § 1021.5, and pursuant to Labor
19 Code section 2699(g)(1), Plaintiff and Class members are entitled to an award of reasonable
20 attorneys' fees and costs relating to their claims for civil penalties due to Defendants' violation of
21 the California Labor Code and IWC Wage Order No. 1-2001.

22 **FOURTH CAUSE OF ACTION**

23 **Failure to Provide Rest Periods**

24 (Cal. Labor Code § 226.7, 512; IWC Wage Order No. 1-2001, § 12)

25 (By Plaintiff and the Class Against Each Defendant)

26 55. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
27 though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause
28 of action on behalf of himself and all Class members.

1 56. Pursuant to IWC Wage Order No. 1-2001, § 12 (A) , “[e]very employer shall
2 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
3 middle of each work period. . . . [The] authorized rest period time shall be based on the total
4 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major
5 fraction thereof. . . . Authorized rest period time shall be counted as hours worked, for which
6 there shall be no deduction from wages.” California Labor Code § 226.7(a) prohibits an employer
7 from requiring any employee to work during any rest period mandated by an applicable order of
8 the IWC. Under these laws, Defendant was required to authorize and permit Plaintiff and Class
9 members to take rest periods, based upon the total hours worked at a rate of ten minutes’ net rest
10 per four hours, or major fraction thereof, with no deduction from wages.

11 57. During the Covered Period, Defendant provided Plaintiff and Class members with
12 policies that did not permit first or second rest breaks for shifts between six and eight hours or
13 third rest breaks for shifts over ten hours.

14 58. Defendants violated, and continue to violate California Labor Code § 226.7 and
15 IWC Wage Order No. 1-2001, § 12 by failing to pay Plaintiff and Class members who were not
16 provided with a rest break, in accordance with the applicable wage order, one additional hour of
17 compensation at each employees’ regular rate of pay for each workday that a rest period was not
18 provided.

19 59. Pursuant to Labor Code § 226.7, Plaintiff and Class members have sustained
20 economic damages, including, but not limited to, unpaid wages and lost interest, in an amount
21 according to proof at trial, and are entitled to recover one-hour of premium pay for each day in
22 which a lawful meal period was not provided. Plaintiff and Class members are further entitled to
23 attorneys’ fees pursuant to Code of Civil Procedure § 1021.5, and pursuant to Labor Code section
24 2699(g)(1), Plaintiff and Class members are entitled to an award of reasonable attorneys’ fees and
25 costs relating to their claims for civil penalties due to Defendants’ violation of the California Labor
26 Code and IWC Wage Order No. 1-2001.

FIFTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements
(Cal. Labor Code §§ 226 & 226.3, IWC Wage Order No. 1-2001, § 7)
(By Plaintiff and the Class Against Each Defendant)

1
2
3
4 60. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
5 though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause
6 of action on behalf of himself and all Class members.

7 61. California Labor Code § 226(a) and IWC Wage Order 1-2001, § 7(B) require
8 employers semimonthly or at the time of each payment of wages to furnish each employee with a
9 statement itemizing, among other things, all applicable hourly rates. Labor Code § 226(b) provides
10 that if an employer knowingly and intentionally fails to provide a statement itemizing, among other
11 things, all applicable hourly rates, then the employee is entitled to recover the greater of all actual
12 damages or fifty dollars for the initial violation and one hundred dollars for each subsequent
13 violation, up to four thousand dollars.

14 62. Defendants knowingly and intentionally failed to furnish Plaintiff and Class
15 members with timely, itemized statements as required by California Labor Code § 226(a) and
16 IWC Wage Order 1-2001, § 7(B). As a result, Defendants are liable to Plaintiff and to the Class
17 for the amounts provided by Labor Code § 226(b) and for penalties, and attorneys' fees.

18 63. During the Class Period, Plaintiff and Class members suffered, and continue to
19 suffer, injury as a result of Defendants' failure to provide timely and accurate itemized wage
20 statements, as Plaintiff and Class members could not promptly and easily determine from the wage
21 statement alone one or more of the following: the gross wages earned, the total hours worked, all
22 deductions made, the net wages earned, the name and address of the legal entity or entities
23 employing Plaintiff and Class members, and/or all applicable hourly rates in effect during each pay
24 period and the corresponding number of hours worked at each hourly rate.

25 64. As a direct and proximate result of Defendants' unlawful actions and omissions,
26 Plaintiff and Class members have been damaged in an amount according to proof at trial, and seek
27 all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are
28 entitled to all available statutory and civil penalties, including but not limited to statutory and civil

1 penalties pursuant to California Labor Code § 226(e) and 1174.5, and an award of costs, expenses,
2 and reasonable attorneys' fees, including but not limited to those provided in California Labor
3 Code § 226(e), as well as other available remedies.

4 **SIXTH CAUSE OF ACTION**

Failure to Maintain Required Records

5 (Cal. Labor Code §§ 226, 1174, IWC Wage Order No. 1-2001, § 7)

6 (By Plaintiff and the Class Against Each Defendant)

7 65. Plaintiff incorporates by reference and re-alleges the paragraphs set forth above as
8 though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause
9 of action on behalf of himself and all Class members.

10 66. As part of Defendants' illegal policies and practices to deprive Plaintiff of all wages
11 earned and due, Defendants knowingly and intentionally failed to maintain records as required
12 under California Labor Code §§ 226 and 1174 and IWC Wage Order 1-2001, § 7, including but
13 not limited to the following records, total daily hours worked by each employee; applicable rates of
14 pay; all deductions; meal periods; time records showing when each employee begins and ends each
15 work period; and accurate itemized statements.

16 67. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff has
17 been damaged in an amount according to proof at trial, and is entitled to all wages earned and due,
18 plus interest thereon.

19 68. Additionally, Plaintiff is entitled to all available statutory penalties, including but not
20 limited to civil penalties pursuant to California Labor Code §§ 226(2) and 1174.5, and an award of
21 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
22 California Labor Code § 226(e), as well as other remedies available.

23 **SEVENTH CAUSE OF ACTION**

24 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

25 (Cal. Labor Code §§ 201, 202, 203)

26 (By Plaintiff and the Class Against Each Defendant)

27 69. Plaintiff incorporates by reference and re-alleges the paragraphs set forth above as
28 though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause
of action on behalf of himself and all Class members.

1 70. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required to
2 pay all earned and unpaid wages to discharged and quitting employees.

3 71. California Labor Code § 201 mandates that if an employer discharges an employee,
4 the employee's wages accrued and unpaid at the time of discharge are due and payable
5 immediately.

6 72. Pursuant to California Labor Code § 202, Defendants are required to pay all
7 accrued wages due to an employee no later than 72 hours after the employee quits his or her
8 employment, unless the employee provided 72 hours previous notice of his or her intention to
9 quit, in which case the employee is entitled to his or her wages at the time of quitting.

10 73. California Labor Code § 203 provides that if an employer willfully fails to pay, in
11 accordance with California Labor Code §§ 201 and 202, any wages of an employee who
12 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
13 compensation to the employee at the same rate for up to 30 workdays.

14 74. During the Class Period, Defendants have willfully failed, and continue to willfully
15 fail, to pay accrued wages and other compensation to Plaintiff and Class members in accordance
16 with California Labor Code §§ 201 and 202.

17 75. As a result, Plaintiff and Class Members are entitled to all available statutory
18 penalties, including the waiting time penalties provided in California Labor Code § 203, together
19 with interest thereon, as well as other available remedies.

20 **EIGHTH CAUSE OF ACTION**
21 **Unfair and Unlawful Business Practices**
22 **(Cal. Business and Professions Code § 17200, *et seq.*)**
23 **(By Plaintiff and the Class Against Each Defendant)**

24 76. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
25 though set forth fully herein. Plaintiff alleges as follows as representative cause of action on behalf
26 of himself and all Class members.

27 77. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
28 predicated on the violation of any state or federal law. Defendants' policies, activities, and actions

1 as alleged herein, are violations of California law and constitute unlawful business acts and
 2 practices in violation of California Business and Professions Code §§ 17200, *et seq.* Defendants
 3 have engaged and continues to engage in unfair and unlawful business practices in California by
 4 practicing, employing, and utilizing the employment practices outlined above, including failing to
 5 pay reporting time pay, and failing to provide meal and rest breaks in violation of the applicable
 6 IWC Wage Order and California Labor Code.

7 78. Defendants' violations of California wage and hour laws constitute a business
 8 practice because Defendants' aforementioned acts and omissions were done repeatedly over a
 9 significant period of time, and in a systematic manner, to the detriment of Plaintiff and Class
 10 members.

11 79. Defendants have avoided payment of wages, overtime wages, meal and rest break
 12 premium payments, and other benefits as required by the California Labor Code, the California
 13 Code of Regulations, and IWC Wage Order No. 1-2001. Furthermore, Defendants have failed to
 14 record, report, and pay the correct sums of assessment to the state authorities under the California
 15 Labor Code and other applicable regulations.

16 80. Defendants' unfair and unlawful business practices, as alleged in this Complaint,
 17 have allowed Defendant to reap in unfair and illegal profits during the Class Period at the expense
 18 of Plaintiff, Class members, and members of the public. Defendants should be made to disgorge
 19 their ill-gotten gains and restore them to Plaintiff and Class members. Plaintiff seeks to enforce
 20 important rights affecting the public interest within the meaning of the California Code of Civil
 21 Procedure § 1021.5

22 81. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff
 23 and Class members are entitled to restitution of the wages withheld and retained by Defendants
 24 during the Class Period; an award of attorneys' fees pursuant to California Labor Code § 1194;
 25 and California Code of Civil Procedure § 1021.5; interest; and an award of costs.

26 **NINTH CAUSE OF ACTION**

27 **Failure to Indemnify Employees for Necessary Expenditures Incurred In Charge of Duties**
 (Cal. Labor Code §§ 221, 450, 1198, 2802, 1194.5; IWC Wage Order No. 1-2001, § 9)
 (By Plaintiff Against Each Defendant)

28

1 82. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
2 though set forth fully herein. Plaintiff alleges as follows on behalf of himself and all Class members.

3 83. California Labor Code § 2802(a) requires an employer to indemnify an employee
4 for all necessary expenditures or losses incurred by an employee in direct consequence of the
5 discharge of his or her duties, or of his or her obedience to the directions of the employer.
6 California Labor Code § 221 makes it unlawful for employers to collect or receive from an
7 employee any part of wages paid. California Labor Code § 450 makes it unlawful for an employer
8 to compel or coerce employees to purchase anything of value from the employer.

9 84. Defendants have knowingly and willfully failed and continue to fail to indemnify
10 Plaintiff for all business expenses and/or losses incurred in direct consequence of the discharge of
11 Plaintiff's duties while working under the direction of Defendants, including but not limited to, by
12 failing to reimburse employees for use of their personal mobile phone for work purposes. Plaintiff
13 and other Class members were required to use their personal mobile phones for the purpose of
14 communicating with management, and for the purpose of using GPS to help find their assigned
15 work locations. Defendants have failed and continue to fail to reimburse Plaintiff for the time
16 spent and the reasonable expenses incurred in utilizing their personal mobile phones in violation
17 of California Labor Code § 2802 and IWC Wage Order No. 1-2001, § 9.

18 85. By requiring Plaintiff to pay for work-related expenses without reimbursement,
19 Defendants, pursuant to its policy and practice, willfully violated and continue to violate California
20 Labor Code §§ 221, 450, and 2802.

21 86. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff has
22 been damaged in an amount according to proof at trial, and seeks reimbursement of all necessary
23 expenditures, coerced payments, and unlawful deductions, plus interest thereon pursuant to
24 California Labor Code §§ 221, 450, and 2802(b). Additionally, Plaintiff is entitled to all available
25 statutory penalties and award of costs, expenses, and reasonable attorneys' fees, including those
26 provided in California Labor Code § 2802(c), as well as other available remedies. Pursuant to
27 California Labor Code § 1194.5, Plaintiff is also entitled to preliminary and permanent injunctive
28

1 relief against further violations of the laws and wage orders alleged herein.

2 **VII. PRAYER FOR RELIEF**

3 Wherefore, Plaintiff, individually and on behalf of all other members of the Class, and on
4 behalf of aggrieved employees, pray for an award and judgment against Defendants jointly as
5 follows:

- 6 1. For compensatory damages in an amount to be ascertained at trial;
- 7 2. For restitution of all monies due to Plaintiff and Class members, as well as
8 disgorged profits from defendants' unfair and unlawful business practices;
- 9 3. For punitive damages on applicable causes of action;
- 10 4. For declaratory relief;
- 11 5. For statutory and civil penalties according to proof, including but not limited to all
12 penalties authorized by the California Labor Code § 226(e);
- 13 6. For preliminary and permanent injunctive relief enjoining Defendants from
14 violating the relevant provisions of the California Labor Code and IWC Wage Order No. 1-2001
15 and from engaging in the unlawful business practices complained of herein;
- 16 7. For an award of interest, including prejudgment interest, at the legal rate;
- 17 8. For an award of reasonable attorneys' fees and costs on the applicable causes of
18 action pursuant to California Labor Code §§ 1194 and 2802, California Civil Code 1021.5, and
19 any other applicable provisions providing for attorneys' fees and costs;
- 20 9. For costs of suit incurred;
- 21 10. For an order appointing Plaintiff as class representative and Plaintiff's counsel as
22 class counsel; and
- 23 11. For such other and further relief as the Court may deem just and appropriate.

24
25 **DEMAND FOR JURY TRIAL**

26 Plaintiff hereby demands a jury trial in this matter on all matters triable to a jury.

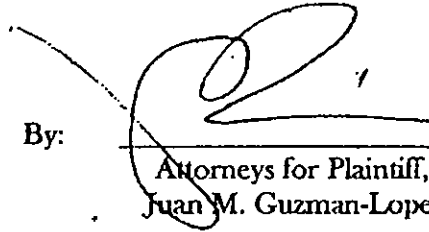
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KJT LAW GROUP, LLP
Vache A. Thomassian, Esq.
Caspar Jivalagian, Esq.

ADAMS EMPLOYMENT COUNSEL
Christopher A. Adams, Esq.

Dated: April 18, 2019

By: _____



Attorneys for Plaintiff,
Juan M. Guzman-Lopez

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Vache A. Thomassian SBN 289053; Caspar Jivalagian SBN 282818 KJT Law Group, LLP 230 North Maryland Avenue, Suite 306 Glendale, CA 91206 TELEPHONE NO.: 818-507-8525 FAX NO.: 818-507-8588 ATTORNEY FOR (Name): Plaintiff Juan M. Guzman-Lopez	FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles APR 16 2019 Sherri R. Carter, Executive Officer/Clerk of Court By: Steven Drew, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse	CASE NAME: Juan M. Guzman-Lopez v. The American Bottling Co., et al.
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: 198TCV13050 JUDGE: _____ DEPT: _____	


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

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

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (06) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (08) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 9
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: 04/15/2019
 Vache Thomassian
 (TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

<p>Auto Tort</p> <p>Auto (22)—Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)</p> <p>Other PUPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p>Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/Wrongful Death</p> <p>Product Liability (<i>not asbestos or toxic/environmental</i>) (24)</p> <p>Medical Malpractice (45) Medical Malpractice—Physicians & Surgeons Other Professional Health Care Malpractice</p> <p>Other PUPD/WD (23)</p> <p>Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PUPD/WD</p> <p>Non-PUPD/WD (Other) Tort</p> <p>Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice (<i>not medical or legal</i>) Other Non-PUPD/WD Tort (35)</p> <p>Employment</p> <p>Wrongful Termination (36) Other Employment (15)</p>	<p>Contract</p> <p>Breach of Contract/Warranty (06) Breach of Rental/Lease Contract (<i>not unlawful detainer or wrongful eviction</i>) Contract/Warranty Breach—Seller Plaintiff (<i>not fraud or negligence</i>) Negligent Breach of Contract/Warranty Other Breach of Contract/Warranty</p> <p>Collections (e.g., money owed, open book accounts) (09) Collection Case—Seller Plaintiff Other Promissory Note/Collections Case</p> <p>Insurance Coverage (<i>not provisionally complex</i>) (18) Auto Subrogation Other Coverage</p> <p>Other Contract (37) Contractual Fraud Other Contract Disputes</p> <p>Real Property</p> <p>Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (28) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)</p> <p>Unlawful Detainer</p> <p>Commercial (31) Residential (32) Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)</p> <p>Judicial Review</p> <p>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</p> <p>Other Judicial Review (39) Review of Health Officer Order Notice of Appeal—Labor Commissioner Appeals</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</p> <p>Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)</p> <p>Enforcement of Judgment</p> <p>Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment (<i>non-domestic relations</i>) Sister State Judgment Administrative Agency Award (<i>not unpaid taxes</i>) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case</p> <p>Miscellaneous Civil Complaint</p> <p>RICO (27) Other Complaint (<i>not specified above</i>) (42) Declaratory Relief Only Injunctive Relief Only (<i>non-harassment</i>) Mechanics Lien Other Commercial Complaint Case (<i>non-tort/non-complex</i>) Other Civil Complaint (<i>non-tort/non-complex</i>)</p> <p>Miscellaneous Civil Petition</p> <p>Partnership and Corporate Governance (21) Other Petition (<i>not specified above</i>) (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition</p>
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SHORT TITLE: GUZMAN-LOPEZ v. THE AMERICAN BOTTLING CO., ET AL	CASE NUMBER: 19STCV13050
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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)

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

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

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

SHORT TITLE: GUZMAN-LOPEZ v. THE AMERICAN BOTTLING CO., ET AL	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 6
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 6	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 6
	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, 6
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 6
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 6
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 6
Enforcement of Judgment	Enforcement of Judgment (20)	<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, 6
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 6
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 6, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 6
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 6
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 6
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 6
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1, 2, 6	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 6
	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, 3, 6
		<input type="checkbox"/> A6180 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, 6	
	<input type="checkbox"/> A6100 Other Civil Petition	2, 9	

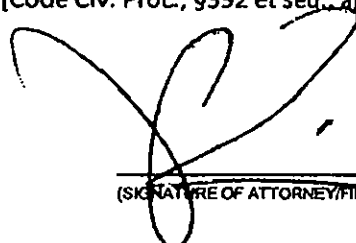
SHORT TITLE: GUZMAN-LOPEZ v. THE AMERICAN BOTTLING CO., ET AL	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input 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:			
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; padding: 2px;">CITY:</td> <td style="width:33%; padding: 2px;">STATE:</td> <td style="width:33%; padding: 2px;">ZIP CODE:</td> </tr> </table>	CITY:	STATE:	ZIP CODE:	
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: 04/15/2019



 (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.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<small>Reserved for Clerk's File Stamp</small> FILED Superior Court of California County of Los Angeles 04/16/2019 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>Steve Drew</u> Deputy
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 19STCV13050

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Maren Nelson	17					

Given to the Plaintiff/Cross-Complainant/Attorney of Record Sherri R. Carter, Executive Officer / Clerk of Court

on 04/16/2019
(Date)

By Steve Drew, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

APPLICATION

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

PRIORITY OVER OTHER RULES

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

CHALLENGE TO ASSIGNED JUDGE

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

TIME STANDARDS

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

COMPLAINTS

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

CROSS-COMPLAINTS

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

STATUS CONFERENCE

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

FINAL STATUS CONFERENCE

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

SANCTIONS

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

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

Class Actions

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

***Provisionally Complex Cases**

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

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

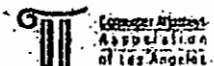


Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

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

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

The parties agree that:

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

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

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

The following parties stipulate:

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

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

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

The parties agree that:

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

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR _____)

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

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

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

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

The parties agree that:

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

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

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

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

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

What is ADR?

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

Advantages of ADR

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

Disadvantages of ADR

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

Main Types of ADR:

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

Mediation may be appropriate when the parties

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

Mediation may not be appropriate when the parties

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

How to arrange mediation in Los Angeles County

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

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

- Parties may contact these organizations to request a "Resource List Mediation" for reduced-cost or free (for selected cases) mediation in person or with ODR (by phone or online).
- JAMS Inc. Case Manager (213) 253-9776 mdawson@jamsadr.com
- Mediation Center of Los Angeles Case Manager: (333) 476-9145 info@mediationLA.org

These organizations cannot accept every case and they may decline cases at their discretion. Visit www.lacourt.org/ADR/ResList for important information and FAQs before contracting them.

NOTE: This service is not available for family law, probate or small claims.

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

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

- Free, day-of-trial mediations at the courthouse for small claims, unlawful detainers (evictions) and, at the Stanley Mosk Courthouse, limited civil. No appointment needed.
- Free or low-cost mediations before the day of trial for these and other case types.
- For ODR by phone or computer for small claims or unlawful detainer (eviction) cases before the day of trial visit: http://www.lacourt.org/division/smallclaims/pdf/OnlineDisputeResolution flyer2En_Span.pdf

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

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>
4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit: www.lacourt.org/division/civil/settlement

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



Superior Court of California, County of Los Angeles

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LASC1

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Parties may contact these organizations to request a "Resource List Mediation" for reduced-cost or free (for selected cases) mediation in person or with ODR (by phone or online).

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- o Free or low-cost mediations before the day of trial for these and other case types.
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<https://www.lacourt.org/division/smallclaims/pdf/OnlineDisputeResolutionIfYouAreSelf.pdf>

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

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

EXHIBIT B



**Service of Process
Transmittal**

04/18/2019

CT Log Number 535324909

TO: Harold Busch, Corporate Counsel
KEURIG DR PEPPER SNAPPLE GROUP
5301 Legacy Dr
Plano, TX 75024-3109

RE: Process Served in California

FOR: Keurig Dr Pepper Inc. (Domestic State: DE)

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

TITLE OF ACTION: JUAN M.GUZMAN-LOPEZ, individually and on behalf of all others similarly situated, PLTF. vs. THE AMERICAN BOTTLING COMPANY, a corporation, ET AL., DFTS. // TO: Keurig Dr Pepper Inc.

DOCUMENT(S) SERVED: Summons, Cover Sheet, Complaint, Certificate, Instructions, Notice, Order, Stipulation

COURT/AGENCY: Los Angeles County - Superior Court, CA
Case # 19STCV13050

NATURE OF ACTION: Employee Litigation - CLASS ACTION Failure to Pay Minimum Wage

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 04/18/2019 at 11:03

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 calendar days after this summons and legal papers are served on you

ATTORNEY(S) / SENDER(S): VACHE A. THOMASSIAN
KJT LAW GROUP LLP
230 North Maryland Avenue, Suite 306
Glendale, CA 91206
818-507-8525

ACTION ITEMS: CT has retained the current log, Retain Date: 04/19/2019, Expected Purge Date: 04/24/2019

Image SOP

Email Notification, Janet Barrett janet.barrett@dpsg.com

Email Notification, Harold Busch harold.busch@dpsg.com

SIGNED: C T Corporation System
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017
TELEPHONE: 213-337-4615

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

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

**THE AMERICAN BOTTLING COMPANY, a corporation;
KEURIG-DR. PEPPER, INC., a corporation; and DOES 1-20, inclusive,**

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

**JUAN M. GUZMAN-LOPEZ, individually and on behalf of all others
similarly situated,**

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

**CONFIRMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

APR 16 2019

Sherri R. Carter, Executive Officer/Clerk of Court
By: Steven Drew, Deputy

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

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

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

Tiene 30 DÍAS DE CALENDARIO después de que lo 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. Puedo encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le queda 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. Puedo encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desochar el caso.

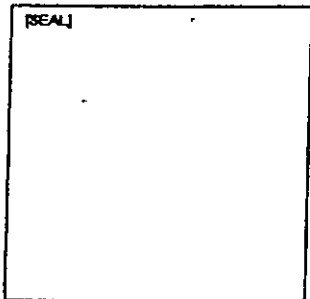
The name and address of the court is:
(El nombre y dirección de la corte es): **Superior Court of California**
Stanley Mosk Courthouse - Central District
111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del caso) **19STCV13050**

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):
Vache Thomassian, Esq., 230 North Maryland Avenue, Suite 306, Glendale, CA 91206 Ph:818-507-8525

DATE: **APR 16 2019** Sherri R. Carter, Clerk Clerk; by **STEVEN DREW**, Deputy
(Fecha) (Secretario) (Adjunto)

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



NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. as the person sued under the fictitious name of (specify):
- 3. on behalf of (specify): **Keurig-Dr. Pepper, Inc., a Corporation**
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):
- 4. by personal delivery on (date):

1 **KJT LAW GROUP LLP**
VACHE A. THOMASSIAN (SBN 289053)
2 vache@kjtlawgroup.com
3 CASPAR JIVALAGIAN (SBN 282818)
caspar@kjtlawgroup.com
4 230 North Maryland Avenue, Suite 306
Glendale, CA 91206
Tel: 818.507.8525

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

APR 18 2019

Sherri R. Carler, Executive Officer/Clerk of Court
By: Steven Drew, Deputy

5 **ADAMS EMPLOYMENT COUNSEL**
6 CHRISTOPHER A. ADAMS (SBN 266440)
ca@AdamsEmploymentCounsel.com
7 4740 Calle Carga
Camarillo, CA 93012
8 Tel: 818.425.1437

9 Attorneys for Plaintiff Juan M. Guzman-Lopez, on
10 behalf of himself and all others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 **JUAN M. GUZMAN-LOPEZ,**
14 individually and on behalf of all others
similarly situated,

Case No.: **19STCV13050**

CLASS ACTION COMPLAINT FOR DAMAGES:

15 Plaintiff,

1. Failure to Pay Minimum Wage;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Provide Rest Periods;
5. Failure to Furnish Accurate Wage Statements;
6. Failure to Maintain Required Records;
7. Failure to Pay All Wages Due to Discharged and Quitting Employees;
8. Unfair Business Practices; and
9. Failure to Indemnify Employees for Business Expenditures and Losses

16
17 **THE AMERICAN BOTTLING**
18 **COMPANY, a corporation; KEURIG-**
DR. PEPPER, INC., a corporation; and
19 **DOES 1-20, inclusive,**

20 Defendants.

JURY TRIAL REQUESTED

KJT LAW GROUP LLP
(Incorporated in California)

1 Plaintiff Juan M. Guzman-Lopez brings this action on behalf of himself, and on behalf of
2 all other similarly-situated members of the public, and alleges the following:

3 **I. INTRODUCTION**

4 1. Plaintiff Juan M. Guzman-Lopez ("Plaintiff") brings this class action to remedy wage-
5 and-hour violations by Defendants Keurig-Dr. Pepper, Inc., The American Bottling Company and
6 Does 1 through 20 (collectively, "Defendants"). For at least four years prior to the filing of this
7 Complaint and through the present, Defendants have engaged in a uniform policy and systematic
8 scheme of wage abuse against Plaintiff and other non-exempt employees of Defendants in violation
9 of applicable California laws, including, without limitation, failing to provide meal and rest breaks,
10 and failing to pay minimum and overtime wages.

11 **II. THE PARTIES**

12 2. Defendant The American Bottling Company is a subsidiary of Keurig-Dr. Pepper,
13 Inc. offering bottling services and is distributor of Dr. Pepper affiliated soft drinks. At all times
14 mentioned herein, Defendant The American Bottling Company was and is an employer covered
15 by the California Labor Code and the California Industrial Welfare Commission ("IWC") Wage
16 Order.

17 3. Defendant Keurig-Dr. Pepper, Inc., formerly Dr. Pepper-Snapple Group, Inc., is a
18 nationwide conglomerate and makers of various assortments of soft drinks. At all times mentioned
19 herein, Defendant Keurig-Dr. Pepper, Inc. was and is an employer covered by the California
20 Labor Code and the California Industrial Welfare Commission ("IWC") Wage Order.

21 4. Plaintiff is unaware and ignorant of the true names and capacities of defendants sued
22 herein as Does 1 through 20, inclusive, and for that reason sues said defendants by such fictitious
23 names (the "Doe Defendants").

24 5. At all times herein relevant, Defendants, and each of them, were the agents,
25 partners, joint-venturers, joint employers, alter-egos, representatives, servants, employees,
26 successors-in-interest, co-conspirators and assigns, each of the other, and at times relevant hereto
27 were acting with the course and cope of their authority as such agents, partners, joint-venturers,
28

1 joint employers, alter-egos, representatives, servants, employees, successors-in-interest, co-
2 conspirators and assigns, and all acts or omissions alleged herein were duly committed with the
3 ratification, knowledge, permission, encouragement, authorization, and consent of each defendant
4 designated herein. Plaintiff is informed and believes, and based thereon alleges that the acts of
5 each Defendants are legally attributable to the other Defendants.

6 6. Plaintiff is informed and believes, and based thereon alleges that each of the Doe
7 Defendants is legally responsible for the events and happenings referred to in this Complaint, and
8 unlawfully caused the injuries and damages to Plaintiff and similarly situated employees as alleged
9 in this Complaint. Plaintiff will file and serve an amendment to this Complaint alleging the true
10 names and capacities of the Doe Defendants when such true names, capacities, and involvement is
11 ascertained.

12 7. Plaintiff **Juan M. Guzman-Lopez** was jointly employed by Defendants at its facility
13 in Vernon, California as a merchandiser from approximately November 2017 to September 2018.
14 As a merchandiser, Plaintiff would drive to various storefronts throughout Los Angeles County in
15 order to set up promotional signs and stock-up on merchandise under the Keurig-Dr. Pepper
16 banner. At all times during his employment with Defendants, Plaintiff was a non-exempt
17 employee, paid in whole or in part on an hourly basis. Plaintiff is an individual residing in the
18 County of Los Angeles, California.

19 8. Plaintiff brings this class action on behalf of himself and a **Class**, defined as: All
20 persons who have been employed by The American Bottling Company and Keurig-Dr. Pepper,
21 Inc. in California as a non-exempt employee at any time during the period beginning four years
22 prior to the filing of this Complaint and ending on the date as determined by the Court (the "Class
23 Period").

24 9. At all times relevant to this Complaint, Defendants jointly exercised control over the
25 wages, hours, and working conditions of Plaintiff and similarly situated employees; suffered and
26 permitted Plaintiff and similarly situated employees to work; and otherwise engaged Plaintiff and
27 similarly situated employees to work, so as to create an employer-employee relationship between
28

1 Defendants and Plaintiff and similarly situated employees. At all relevant times, Defendants were
2 “employers” of Plaintiff within the meaning of all applicable California state laws.

3 **III. JURISDICTION AND VENUE**

4 10. This class action is brought pursuant to California Code of Civil Procedure § 382.
5 The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of
6 the Superior Court and will be established according to proof at trial.

7 11. This Court has jurisdiction over this action under the California Constitution, Article
8 VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those
9 given by statute to other courts. The statutes under which this action is brought do not specifically
10 grant jurisdiction to any other court, and the issues are based solely on California statutes and law,
11 including the California Labor Code, California IWC Wage Orders, California Code of Civil
12 Procedure, California Civil Code, and the California Business and Professions Code.

13 12. The California Superior Court has jurisdiction over Defendants, because they are
14 citizens of California, have sufficient minimum contacts in California, and otherwise intentionally
15 avail themselves to the California market, including establishing their principal place of business
16 and transacting business in California. Venue is proper in this Court, because Defendants transact
17 business in the County of Los Angeles, including offering their services in the county, and during
18 relevant time periods, Plaintiff was employed by Defendants in the County of Los Angeles.

19 **IV. FACTUAL BACKGROUND**

20 13. At all relevant times set forth in this Complaint, Defendants employed Plaintiff and
21 similarly situated employees as hourly, non-exempt employees.

22 14. Plaintiff and each member of the Class were covered under one or more IWC
23 Wage Orders and/or the California Labor Code provisions relating to wage and-hour laws, and
24 other applicable wage orders, regulations, and statutes, which imposed an obligation on the part of
25 Defendants, among other things, to provide uninterrupted meal and rest periods, to pay overtime
26 wages, to pay wages for all hours worked, and to provide accurate wage statements.

27 15. Plaintiff is informed and believes, and based thereon alleges that Defendants are,
28

1 and at all times relevant hereto were, authorized to conduct business in the state of California, and
2 does conduct business in the state of California. Specifically, Defendants maintains facilities and
3 conducts business in, and engages in illegal payroll practices or policies in the county of Los
4 Angeles, State of California.

5 16. Plaintiff is informed and believes, and based thereon alleges that Defendants
6 engaged in a uniform policy and systematic scheme of wage abuse against its non-exempt
7 employees, including, without limitation, depriving their employees of uninterrupted thirty-minute
8 meal periods for work periods of at least five hours; depriving their employees of ten-minute rest
9 periods for work periods of four hours or major fractions; failing to compensate employees for all
10 hours worked, including overtime wages; failing to provide timely, accurate itemized wage
11 statements; and failing to pay, within the time constraints imposed by applicable laws, all earned
12 compensation at separation of employment.

13 17. Plaintiff is informed and believes, and based thereon alleges that Defendants failed
14 to provide Plaintiff and similarly situated employees the required meal periods or payment of one
15 additional hour of pay at Plaintiff's and the other Class members' regular rate of pay when a meal
16 break was missed during the Class Period. This was a result of Defendants' uniform policy and
17 practice of altering Plaintiff's and other Class members' time records by recording fictitious 30-
18 minute meal breaks in Defendants' timekeeping system so as to create the appearance that
19 Defendants provided Plaintiff and similarly situated employees 30-minute meal breaks when in fact
20 Plaintiff and similarly situated employees were not at all times provided 30-minute meal breaks.
21 As a result of Defendants' demanding deadlines, Plaintiff and similarly situated employees were
22 required to perform work as ordered by Defendants for more than five hours during a shift
23 without receiving a duty-free, uninterrupted meal break and/or more than ten hours in a shift
24 without receiving a second meal break. Defendants had no policy, procedure, or practice for
25 Plaintiff and similarly situated employees to report missed meal periods or recover lost wages, and
26 Defendants had no policy, procedure, or practice to provide one hour of additional wages for each
27 workday that the meal breaks were not provided.

1 18. Plaintiff is informed and believes, and based thereon alleges that Defendants failed
2 to provide Plaintiff and similarly situated employees rest periods of at least ten minutes per four
3 hours worked, or major fraction thereof, and failed to pay Plaintiff and similarly situated
4 employees one hour of additional wages at Plaintiff's and other Class members' regular rate of pay
5 when a rest break was not provided during the Class Period. Defendants had no policy,
6 procedure, or practice for Plaintiff and similarly situated employees to report missed rest breaks or
7 recover lost wages, and Defendants had no policy, procedure, or practice to provide one hour of
8 additional wages for each workday that the rest break was not provided.

9 19. Plaintiff is informed and believes, and based thereon alleges that Defendants failed
10 to provide Plaintiff and similarly situated employees' wages, including overtime wages, for all hours
11 worked, meaning the time during which Plaintiff and similarly situated employees were subject to
12 the control of Defendants, including all the time they were suffered or permitted to work. This
13 was a result of Defendants' uniform policy and practice of requiring Plaintiff and similarly situated
14 employees to work off-the-clock without paying them for all the time they were under Defendants'
15 control performing pre-shift and post-shift duties and during purported meal breaks. Plaintiff and
16 similarly situated employees were entitled to receive compensation for all hours worked, and that
17 they did not receive compensation for all hours worked. Plaintiff and similarly situated employees
18 worked over eight hours in a day, and/or forty hours in a week during their employment with
19 Defendants and Defendants failed to pay overtime wages to Plaintiff and similarly situated
20 employees for all hours worked more than eight hours in a day and/or forty hours per week.

21 20. Plaintiff is informed and believes, and based thereon alleges that Defendants had
22 unlawfully failed to provide timely, accurate, itemized wage statements to Plaintiff and similarly
23 situated employees.

24 21. Plaintiff is informed and believes, and based thereon alleges that Defendants have
25 failed to pay Plaintiff and similarly situated employees California's prevailing minimum wage for
26 "all hours worked". Plaintiff and similarly situated employees were subject to Defendants'
27 excessive expectation that its employees complete their assigned routes within predetermined
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1 timeframe at all cost. As a result of Defendants' demands, Plaintiff and similarly situated
2 employees had their 30 minute meal breaks deducted so as to appear as if they took their duty-
3 free, uninterrupted meal breaks. Such deducted time expended by Plaintiff and similarly situated
4 employees qualified as "hours worked" within the meaning of the California Labor Code and
5 IWC Wage Order 1-2001, for which Defendants failed to compensate Plaintiff and similarly
6 situated employees.

7 22. As a direct result and proximate result of the unlawful actions of Defendants,
8 Plaintiff and other Class members have suffered, and continue to suffer, from loss of earnings in
9 amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

10 **V. CLASS ALLEGATIONS**

11 23. **Class Definition.** The named individual Plaintiff brings this action on his own behalf
12 and on behalf of all similarly-situated persons as a class action under California Code of Civil
13 Procedure § 382. Plaintiff proposes the following class ("Class"):

14 All persons who have been employed by Keurig-Dr. Pepper, Inc.
15 and The American Bottling Company in California as a non-exempt
16 employee at any time during the period beginning four years prior
17 to the filing of this Complaint and ending on the date as determined
18 by the Court (the "Class Period").

19 24. Plaintiff reserves the right to amend or modify the class description with greater
20 particularity or further division into subclasses.

21 25. **Ascertainable Class.** The proposed Class is ascertainable, because the members can
22 be identified and located using information contained in Defendants' payroll and personnel
23 records.

24 26. **Numerosity.** The members of the Class are so numerous that joinder of all
25 members would be impractical and unfeasible. While the precise number of Class members is
26 currently unknown to Plaintiff, Plaintiff is informed and believes that the Class is estimated to be
27 greater than 50 individuals.

28 27. **Typicality.** Plaintiff's claims are typical of the Class as Plaintiff and members of the
Class were all subjected by Defendants to the same violations of the Labor Code, the applicable

1 IWC Wage Order, and the Business and Professions Code.

2 28. **Adequacy of Representation.** The named Plaintiff is fully prepared to take all
3 necessary steps to represent fairly and adequately the interests of the Class, and has retained
4 counsel who is experienced in class action and wage-and-hour litigation of this nature. Plaintiff
5 does not have any interests adverse to the interests of the Class members and will fairly and
6 adequately protect the interests of all Class members.

7 29. **Superiority.** A class action is superior to other available means for the fair and
8 efficient adjudication of this controversy. The potential class is a significant number. Individual
9 joinder of all former and current employees is not practicable.

10 30. **Common Question of Law and Fact.** There are questions of law and fact common
11 to the potential Class that predominate over any questions affecting only individual members of the
12 Class which focuses on Defendants' illegal practices and policies which were applied to all non-
13 exempt employees in violation of the Labor Code, applicable IWC Wage Order, and the Business
14 and Professions Code which prohibits unfair business practices arising from such violations.

15 These common questions of law and fact, include, without limitation:

- 16 a. Whether Defendants' policies and practices provide meal and rest periods in
17 compliance with applicable laws;
- 18 b. Whether Defendants deprived Plaintiff and similarly situated employees of
19 meal or rest periods;
- 20 c. Whether Defendants failed to provide Plaintiff and similarly situated employees
21 adequate off-duty meal periods and missed meal period compensation;
- 22 d. Whether Defendants have engaged in a pattern and/or practice of failing to
23 properly compensate the Plaintiff and similarly situated employees for all hours
24 worked; including overtime wages;
- 25 e. Whether Defendants have engaged in a pattern and/or practice of encouraging
26 Plaintiff and similarly situated employees not to report all time worked;
- 27 f. Whether Defendants failed to pay Plaintiff and similarly situated employees for
28 the work that Defendants required them to perform;

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- g. Whether Defendants have engaged in a pattern and/or practice of threatening Plaintiff and similarly situated employees with discharge, demotion, or discrimination or otherwise intimidating them if they do not work off-the-clock;
- h. Whether Defendants failed to pay Plaintiff and similarly situated employees overtime compensation when Plaintiff and similarly situated employees worked in excess of eight hours in a day or forty in a workweek;
- i. Whether Defendants failed to pay Plaintiff and similarly situated employees overtime compensation at double their regular rate of pay when Plaintiff and similarly situated employees worked in excess of twelve hours in a day or in excess of eight on the seventh consecutive day of work in a workweek;
- j. Whether Defendants included all required compensation in calculating the overtime rate of Plaintiff and similarly situated employees;
- k. Whether Defendants failed to provide Plaintiff and similarly situated employees with accurate itemized wage statements;
- l. Whether Defendants failed to reimburse for business expenditures and losses;
- m. Whether Defendants acted with malice, oppression, or fraud;
- n. Whether Defendants violated California Labor Code §§ 201-204, 226.7, 227.3, 210, 510, 512, 551, 552, 1118.12, 1194 *et seq.*, 1197, and 1198;
- o. Whether Defendants violated Industrial Welfare Commission Orders;
- p. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code §§ 17200, *et seq.*; and
- q. The nature and extent of the injury suffered by Plaintiff and similarly situated employees and the measure of damages for the injury.

31. The nature of this action and the format of laws available to Plaintiff and members of the Class make the class action format a particularly efficient and an appropriate procedure to redress the wrongs alleged herein. If each member of the Class were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior

1 financial and legal resources. Requiring each Class member to pursue an individual remedy would
 2 also discourage the assertion of lawful claims by employees who would be disinclined to file an
 3 action against their former or current employer for real and justifiable fear of retaliation and
 4 permanent damage to their careers at subsequent employment.

5 32. Plaintiff is unaware of any difficulties in managing this case that should preclude class
 6 action.

7 **VI. CAUSES OF ACTION**

8 **FIRST CAUSE OF ACTION**

9 **Failure to Pay Minimum Wage**

10 (Cal. Labor Code §§ 204, 1194 *et seq.*, 1197, 1197.1, 1198, IWC Wage Order No. 1-2001, § 4)
 11 (By Plaintiff and the Class Against Each Defendant)

12 33. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
 13 though set forth fully herein: Plaintiff alleges as follows as a class action and a representative cause
 14 of action on behalf of himself and all Class members.

15 34. California Labor Code § 204, IWC Wage Order 1-2001, § 4, and other applicable
 16 laws and regulations, provide that an employer must timely pay its employees for all hours worked.

17 35. California Labor Code § 1197 further provides, "The minimum wage for employees
 18 fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to
 19 employees, and the payment of a lower wage than the minimum so fixed is unlawful."

20 36. California Labor Code § 1194 establishes an employee's right to recover unpaid
 21 wages, including interest, and the cost of suit. California Labor Code § 1198 further provides that
 22 the employment of an employee for longer than those fixed by the IWC Wage Orders is unlawful.

23 37. Defendants failed to, and continue to fail to pay Plaintiff and Class members
 24 minimum wages for all hours worked by, among other things: requiring, suffering, or permitting
 25 Plaintiff and Class members to work off-the-clock; requiring, suffering or permitting Plaintiff and
 26 Class members to work through meal breaks; illegally and inaccurately recording time worked by
 27 Plaintiff and Class members; failing to properly maintain Plaintiff's and Class members' records;
 28 failing to provide itemized wage statements to Plaintiff and Class members for each pay period;
 and other methods to be discovered.

1 38. Defendants knew or should have known that Plaintiff and Class members worked
2 hours for which they were not compensated.

3 39. Defendants' conduct described herein violates, and continues to violate, California
4 Labor Code §§ 1194 and 1197 and IWC Wage Order No. 1-2001, §4. As a proximate result of
5 the aforementioned violations, Plaintiff and Class members have been damaged in an amount
6 according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558,
7 1194, and 1197.1 and other applicable provisions under the Labor Code and IWC Wage Order
8 No. 1-2001, Plaintiff and Class members are entitled to recover the unpaid balance of wages owed
9 to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

10 **SECOND CAUSE OF ACTION**

11 **Failure to Pay Overtime Wages**

12 (Cal. Labor Code §§ 510, 204, 1194 et seq., 1197.1, 1198, IWC Wage Order No. 1-2001, § 3)
13 (By Plaintiff and the Class Against Each Defendant)

14 40. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
15 though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause
16 of action on behalf of himself and all Class members.

17 41. California Labor Code § 204, IWC Wage Order No. 1-2001, § 3, and other
18 applicable laws and regulations, provide that an employer must timely pay its employees for all
19 hours worked.

20 42. California Labor Code § 510 provides that employees in California shall not be
21 employed more than eight hours per workday or forty hours per workweek unless they receive
22 additional compensation beyond their regular wages in amounts specified by law.

23 43. California Labor Code § 510 further provides that employees in California shall not
24 be employed more than twelve hours per workday unless they receive wages at double their regular
25 rate of pay.

26 44. California Labor Code § 1194 establishes an employee's right to recover unpaid
27 wages, including overtime compensation and interest, and the cost of suit. California Labor Code
28 § 1198 further provides that the employment of an employee for longer than those fixed by the
IWC Wage Orders is unlawful.

1 45. Plaintiff and Class members are current and former non-exempt employees entitled
2 to the protections of California Labor Code §§ 510 and 1194, and IWC Wage Order No. 1-2001.

3 46. Defendants maintained and enforced policies and practices of refusing to pay
4 Plaintiff and Class members for all hours worked. Defendants employed Plaintiff and Class
5 members for more than eight hours per day and more than 40 hours per workweek during the
6 operative timeframe, but Defendants failed to pay Plaintiff and Class members the correct
7 applicable overtime rate for the number of overtime hours they worked as required by the
8 California Labor Code and the applicable IWC Wage Order.

9 47. Defendants thus required Plaintiff and Class members to work under conditions
10 prohibited by order of the IWC, in violation of those orders.

11 48. Defendants owe Plaintiff and Class members overtime wages, have failed and
12 refused, and continues to fail and refuse, to pay the overtime wages owed. Additionally,
13 Defendants did not include all the required compensation in calculating the overtime rate of
14 Plaintiff and similarly situated employees.

15 49. Defendants' conduct described herein violates, and continues to violate, California
16 Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 1-2001, § 3. Therefore, pursuant
17 to California Labor Code §§ 200, 203, 226, 558, 1194, and 1197.1 and other applicable provisions
18 under the Labor Code and IWC Wage Order No. 1-2001, Plaintiff and Class members are
19 entitled to recover the unpaid balance of wages owed to them by Defendants, plus interest,
20 penalties, attorneys' fees, expenses, and costs of suit.

21 **THIRD CAUSE OF ACTION**

22 **Failure to Provide Meal Periods**

23 (Cal. Labor Code §§ 226.7, 512, IWC Wage Order No. 1-2001, § 11)

24 (By Plaintiff and the Class Against Each Defendant)

25 50. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
26 though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause
of action on behalf of himself and all Class members.

27 51. Plaintiff and Class members regularly worked greater than five hours and on
28 occasion greater than ten hours per day. Pursuant to California Labor Code § 512, an employer

1 may not employ someone for a shift of more than five hours without providing him or her with a
2 meal period of not less than thirty minutes or for more than ten hours without providing him or
3 her with a second meal period of not less than thirty minutes.

4 52. Despite the requirements of the applicable IWC Wage Order and California Labor
5 Code §§ 512 and 226.7, Defendants required, permitted or otherwise suffered Plaintiff and Class
6 members to take less than the 30 minute meal period, or to work through them, and have failed to
7 otherwise provide the required meal periods to Plaintiff and Class members.

8 53. During the Class Period, Plaintiff and Class members were required to work
9 through or cut short their meal breaks due to Defendants' requirement that Plaintiff and Class
10 members complete their assignments within predetermined amount of time, without taking into
11 consideration such factors as travel time, and need to stop for meal breaks. Defendants failed to
12 factor in such impediments, or enact protocols that would have allowed Plaintiff and Class
13 members to report missed, delayed, or interrupted meal breaks.

14 54. Pursuant to California Labor Code § 226.7, Plaintiff and Class members have
15 sustained economic damages, including, but not limited to, unpaid wages and lost interest, in an
16 amount according to proof at trial, and are entitled to recover one-hour of premium pay for each
17 day in which a lawful meal period was not provided. Plaintiff and Class members are further
18 entitled to attorneys' fees pursuant to Code of Civil Procedure § 1021.5, and pursuant to Labor
19 Code section 2699(g)(1), Plaintiff and Class members are entitled to an award of reasonable
20 attorneys' fees and costs relating to their claims for civil penalties due to Defendants' violation of
21 the California Labor Code and IWC Wage Order No. 1-2001.

22 **FOURTH CAUSE OF ACTION**

23 **Failure to Provide Rest Periods**

24 (Cal. Labor Code § 226.7, 512; IWC Wage Order No. 1-2001, § 12)

25 (By Plaintiff and the Class Against Each Defendant)

26 55. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
27 though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause
28 of action on behalf of himself and all Class members.

1 56. Pursuant to IWC Wage Order No. 1-2001, § 12 (A) , “[e]very employer shall
2 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
3 middle of each work period. . . . [The] authorized rest period time shall be based on the total
4 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major
5 fraction thereof. . . . Authorized rest period time shall be counted as hours worked, for which
6 there shall be no deduction from wages.” California Labor Code § 226.7(a) prohibits an employer
7 from requiring any employee to work during any rest period mandated by an applicable order of
8 the IWC. Under these laws, Defendant was required to authorize and permit Plaintiff and Class
9 members to take rest periods, based upon the total hours worked at a rate of ten minutes’ net rest
10 per four hours, or major fraction thereof, with no deduction from wages.

11 57. During the Covered Period, Defendant provided Plaintiff and Class members with
12 policies that did not permit first or second rest breaks for shifts between six and eight hours or
13 third rest breaks for shifts over ten hours.

14 58. Defendants violated, and continue to violate California Labor Code § 226.7 and
15 IWC Wage Order No. 1-2001, § 12 by failing to pay Plaintiff and Class members who were not
16 provided with a rest break, in accordance with the applicable wage order, one additional hour of
17 compensation at each employees’ regular rate of pay for each workday that a rest period was not
18 provided.

19 59. Pursuant to Labor Code § 226.7, Plaintiff and Class members have sustained
20 economic damages, including, but not limited to, unpaid wages and lost interest, in an amount
21 according to proof at trial, and are entitled to recover one-hour of premium pay for each day in
22 which a lawful meal period was not provided. Plaintiff and Class members are further entitled to
23 attorneys’ fees pursuant to Code of Civil Procedure § 1021.5, and pursuant to Labor Code section
24 2699(g)(1), Plaintiff and Class members are entitled to an award of reasonable attorneys’ fees and
25 costs relating to their claims for civil penalties due to Defendants’ violation of the California Labor
26 Code and IWC Wage Order No. 1-2001.

FIFTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements
(Cal. Labor Code §§ 226 & 226.3, IWC Wage Order No. 1-2001, § 7)
(By Plaintiff and the Class Against Each Defendant)

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4 60. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
5 though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause
6 of action on behalf of himself and all Class members.

7 61. California Labor Code § 226(a) and IWC Wage Order 1-2001, § 7(B) require
8 employers semimonthly or at the time of each payment of wages to furnish each employee with a
9 statement itemizing, among other things, all applicable hourly rates. Labor Code § 226(b) provides
10 that if an employer knowingly and intentionally fails to provide a statement itemizing, among other
11 things, all applicable hourly rates, then the employee is entitled to recover the greater of all actual
12 damages or fifty dollars for the initial violation and one hundred dollars for each subsequent
13 violation, up to four thousand dollars.

14 62. Defendants knowingly and intentionally failed to furnish Plaintiff and Class
15 members with timely, itemized statements as required by California Labor Code § 226(a) and
16 IWC Wage Order 1-2001, § 7(B). As a result, Defendants are liable to Plaintiff and to the Class
17 for the amounts provided by Labor Code § 226(b) and for penalties, and attorneys' fees.

18 63. During the Class Period, Plaintiff and Class members suffered, and continue to
19 suffer, injury as a result of Defendants' failure to provide timely and accurate itemized wage
20 statements, as Plaintiff and Class members could not promptly and easily determine from the wage
21 statement alone one or more of the following: the gross wages earned, the total hours worked, all
22 deductions made, the net wages earned, the name and address of the legal entity or entities
23 employing Plaintiff and Class members, and/or all applicable hourly rates in effect during each pay
24 period and the corresponding number of hours worked at each hourly rate.

25 64. As a direct and proximate result of Defendants' unlawful actions and omissions,
26 Plaintiff and Class members have been damaged in an amount according to proof at trial, and seek
27 all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are
28 entitled to all available statutory and civil penalties, including but not limited to statutory and civil

1 penalties pursuant to California Labor Code § 226(e) and 1174.5, and an award of costs, expenses,
2 and reasonable attorneys' fees, including but not limited to those provided in California Labor
3 Code § 226(e), as well as other available remedies.

4 **SIXTH CAUSE OF ACTION**

Failure to Maintain Required Records

5 (Cal. Labor Code §§ 226, 1174, IWC Wage Order No. 1-2001, § 7)

6 (By Plaintiff and the Class Against Each Defendant)

7 65. Plaintiff incorporates by reference and re-alleges the paragraphs set forth above as
8 though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause
9 of action on behalf of himself and all Class members.

10 66. As part of Defendants' illegal policies and practices to deprive Plaintiff of all wages
11 earned and due, Defendants knowingly and intentionally failed to maintain records as required
12 under California Labor Code §§ 226 and 1174 and IWC Wage Order 1-2001, § 7, including but
13 not limited to the following records, total daily hours worked by each employee; applicable rates of
14 pay; all deductions; meal periods; time records showing when each employee begins and ends each
15 work period; and accurate itemized statements.

16 67. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff has
17 been damaged in an amount according to proof at trial, and is entitled to all wages earned and due,
18 plus interest thereon.

19 68. Additionally, Plaintiff is entitled to all available statutory penalties, including but not
20 limited to civil penalties pursuant to California Labor Code §§ 226(2) and 1174.5, and an award of
21 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
22 California Labor Code § 226(e), as well as other remedies available.

23 **SEVENTH CAUSE OF ACTION**

24 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

25 (Cal. Labor Code §§ 201, 202, 203)

26 (By Plaintiff and the Class Against Each Defendant)

27 69. Plaintiff incorporates by reference and re-alleges the paragraphs set forth above as
28 though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause
of action on behalf of himself and all Class members.

1 70. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required to
2 pay all earned and unpaid wages to discharged and quitting employees.

3 71. California Labor Code § 201 mandates that if an employer discharges an employee,
4 the employee's wages accrued and unpaid at the time of discharge are due and payable
5 immediately.

6 72. Pursuant to California Labor Code § 202, Defendants are required to pay all
7 accrued wages due to an employee no later than 72 hours after the employee quits his or her
8 employment, unless the employee provided 72 hours previous notice of his or her intention to
9 quit, in which case the employee is entitled to his or her wages at the time of quitting.

10 73. California Labor Code § 203 provides that if an employer willfully fails to pay, in
11 accordance with California Labor Code §§ 201 and 202, any wages of an employee who
12 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
13 compensation to the employee at the same rate for up to 30 workdays.

14 74. During the Class Period, Defendants have willfully failed, and continue to willfully
15 fail, to pay accrued wages and other compensation to Plaintiff and Class members in accordance
16 with California Labor Code §§ 201 and 202.

17 75. As a result, Plaintiff and Class Members are entitled to all available statutory
18 penalties, including the waiting time penalties provided in California Labor Code § 203, together
19 with interest thereon, as well as other available remedies.

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21 **EIGHTH CAUSE OF ACTION**
22 **Unfair and Unlawful Business Practices**
23 (Cal. Business and Professions Code § 17200, *et seq.*)
24 (By Plaintiff and the Class Against Each Defendant)

25 76. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
26 though set forth fully herein. Plaintiff alleges as follows as representative cause of action on behalf
27 of himself and all Class members.

28 77. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
predicated on the violation of any state or federal law. Defendants' policies, activities, and actions

1 as alleged herein, are violations of California law and constitute unlawful business acts and
 2 practices in violation of California Business and Professions Code §§ 17200, *et seq.* Defendants
 3 have engaged and continues to engage in unfair and unlawful business practices in California by
 4 practicing, employing, and utilizing the employment practices outlined above, including failing to
 5 pay reporting time pay, and failing to provide meal and rest breaks in violation of the applicable
 6 IWC Wage Order and California Labor Code.

7 78. Defendants' violations of California wage and hour laws constitute a business
 8 practice because Defendants' aforementioned acts and omissions were done repeatedly over a
 9 significant period of time, and in a systematic manner, to the detriment of Plaintiff and Class
 10 members.

11 79. Defendants have avoided payment of wages, overtime wages, meal and rest break
 12 premium payments, and other benefits as required by the California Labor Code, the California
 13 Code of Regulations, and IWC Wage Order No. 1-2001. Furthermore, Defendants have failed to
 14 record, report, and pay the correct sums of assessment to the state authorities under the California
 15 Labor Code and other applicable regulations.

16 80. Defendants' unfair and unlawful business practices, as alleged in this Complaint,
 17 have allowed Defendant to reap in unfair and illegal profits during the Class Period at the expense
 18 of Plaintiff, Class members, and members of the public. Defendants should be made to disgorge
 19 their ill-gotten gains and restore them to Plaintiff and Class members. Plaintiff seeks to enforce
 20 important rights affecting the public interest within the meaning of the California Code of Civil
 21 Procedure § 1021.5

22 81. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff
 23 and Class members are entitled to restitution of the wages withheld and retained by Defendants
 24 during the Class Period; an award of attorneys' fees pursuant to California Labor Code § 1194;
 25 and California Code of Civil Procedure § 1021.5; interest; and an award of costs.

26 **NINTH CAUSE OF ACTION**

27 **Failure to Indemnify Employees for Necessary Expenditures Incurred In Charge of Duties**
 (Cal. Labor Code §§ 221, 450, 1198, 2802, 1194.5; IWC Wage Order No. 1-2001, § 9)
 (By Plaintiff Against Each Defendant)

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1 82. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
2 though set forth fully herein. Plaintiff alleges as follows on behalf of himself and all Class members.

3 83. California Labor Code § 2802(a) requires an employer to indemnify an employee
4 for all necessary expenditures or losses incurred by an employee in direct consequence of the
5 discharge of his or her duties, or of his or her obedience to the directions of the employer.
6 California Labor Code § 221 makes it unlawful for employers to collect or receive from an
7 employee any part of wages paid. California Labor Code § 450 makes it unlawful for an employer
8 to compel or coerce employees to purchase anything of value from the employer.

9 84. Defendants have knowingly and willfully failed and continue to fail to indemnify
10 Plaintiff for all business expenses and/or losses incurred in direct consequence of the discharge of
11 Plaintiff's duties while working under the direction of Defendants, including but not limited to, by
12 failing to reimburse employees for use of their personal mobile phone for work purposes. Plaintiff
13 and other Class members were required to use their personal mobile phones for the purpose of
14 communicating with management, and for the purpose of using GPS to help find their assigned
15 work locations. Defendants have failed and continue to fail to reimburse Plaintiff for the time
16 spent and the reasonable expenses incurred in utilizing their personal mobile phones in violation
17 of California Labor Code § 2802 and IWC Wage Order No. 1-2001, § 9.

18 85. By requiring Plaintiff to pay for work-related expenses without reimbursement,
19 Defendants, pursuant to its policy and practice, willfully violated and continue to violate California
20 Labor Code §§ 221, 450, and 2802.

21 86. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff has
22 been damaged in an amount according to proof at trial, and seeks reimbursement of all necessary
23 expenditures, coerced payments, and unlawful deductions, plus interest thereon pursuant to
24 California Labor Code §§ 221, 450, and 2802(b). Additionally, Plaintiff is entitled to all available
25 statutory penalties and award of costs, expenses, and reasonable attorneys' fees, including those
26 provided in California Labor Code § 2802(c), as well as other available remedies. Pursuant to
27 California Labor Code § 1194.5, Plaintiff is also entitled to preliminary and permanent injunctive
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1 relief against further violations of the laws and wage orders alleged herein.

2 **VII. PRAYER FOR RELIEF**

3 Wherefore, Plaintiff, individually and on behalf of all other members of the Class, and on
4 behalf of aggrieved employees, pray for an award and judgment against Defendants jointly as
5 follows:

- 6 1. For compensatory damages in an amount to be ascertained at trial;
- 7 2. For restitution of all monies due to Plaintiff and Class members, as well as
8 disgorged profits from defendants' unfair and unlawful business practices;
- 9 3. For punitive damages on applicable causes of action;
- 10 4. For declaratory relief;
- 11 5. For statutory and civil penalties according to proof, including but not limited to all
12 penalties authorized by the California Labor Code § 226(e);
- 13 6. For preliminary and permanent injunctive relief enjoining Defendants from
14 violating the relevant provisions of the California Labor Code and IWC Wage Order No. 1-2001
15 and from engaging in the unlawful business practices complained of herein;
- 16 7. For an award of interest, including prejudgment interest, at the legal rate;
- 17 8. For an award of reasonable attorneys' fees and costs on the applicable causes of
18 action pursuant to California Labor Code §§ 1194 and 2802, California Civil Code 1021.5, and
19 any other applicable provisions providing for attorneys' fees and costs;
- 20 9. For costs of suit incurred;
- 21 10. For an order appointing Plaintiff as class representative and Plaintiff's counsel as
22 class counsel; and
- 23 11. For such other and further relief as the Court may deem just and appropriate.

24
25 **DEMAND FOR JURY TRIAL**

26 Plaintiff hereby demands a jury trial in this matter on all matters triable to a jury.

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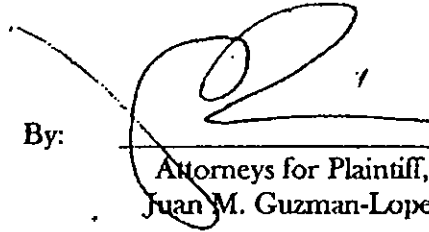
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KJT LAW GROUP, LLP
Vache A. Thomassian, Esq.
Caspar Jivalagian, Esq.

ADAMS EMPLOYMENT COUNSEL
Christopher A. Adams, Esq.

Dated: April 18, 2019

By: _____



Attorneys for Plaintiff,
Juan M. Guzman-Lopez

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Vache A. Thomassian SBN 289053; Caspar Jivalagian SBN 282818 KJT Law Group, LLP 230 North Maryland Avenue, Suite 306 Glendale, CA 91206 TELEPHONE NO.: 818-507-8525 FAX NO.: 818-507-8588 ATTORNEY FOR (Name): Plaintiff Juan M. Guzman-Lopez	FOR COURT USE ONLY CONFIRMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles APR 16 2019 Sherri R. Carter, Executive Officer/Clerk of Court By: Steven Drew, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse	CASE NAME: Juan M. Guzman-Lopez v. The American Bottling Co., et al.
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 198TCV13050 JUDGE: DEPT:

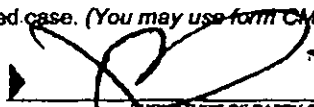
Items 1-6 below must be completed (see instructions on page 2).

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

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/IPD/W/D (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/IPD/W/D (23) Non-P/IPD/W/D (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (06) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (26) <input type="checkbox"/> Other non-P/IPD/W/D tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (08) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 9
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: 04/15/2019
 Vache Thomassian
 (TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

<p>Auto Tort</p> <p>Auto (22)—Personal Injury/Property Damage/Wrongful Death</p> <p>Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)</p> <p>Other PUPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p>Asbestos (04)</p> <p>Asbestos Property Damage</p> <p>Asbestos Personal Injury/Wrongful Death</p> <p>Product Liability (<i>not asbestos or toxic/environmental</i>) (24)</p> <p>Medical Malpractice (45)</p> <p>Medical Malpractice—Physicians & Surgeons</p> <p>Other Professional Health Care Malpractice</p> <p>Other PUPD/WD (23)</p> <p>Premises Liability (e.g., slip and fall)</p> <p>Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)</p> <p>Intentional Infliction of Emotional Distress</p> <p>Negligent Infliction of Emotional Distress</p> <p>Other PUPD/WD</p> <p>Non-PUPD/WD (Other) Tort</p> <p>Business Tort/Unfair Business Practice (07)</p> <p>Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08)</p> <p>Defamation (e.g., slander, libel) (13)</p> <p>Fraud (16)</p> <p>Intellectual Property (19)</p> <p>Professional Negligence (25)</p> <p>Legal Malpractice</p> <p>Other Professional Malpractice (<i>not medical or legal</i>)</p> <p>Other Non-PUPD/WD Tort (35)</p> <p>Employment</p> <p>Wrongful Termination (36)</p> <p>Other Employment (15)</p>	<p>Contract</p> <p>Breach of Contract/Warranty (06)</p> <p>Breach of Rental/Lease</p> <p>Contract (<i>not unlawful detainer or wrongful eviction</i>)</p> <p>Contract/Warranty Breach—Seller Plaintiff (<i>not fraud or negligence</i>)</p> <p>Negligent Breach of Contract/Warranty</p> <p>Other Breach of Contract/Warranty</p> <p>Collections (e.g., money owed, open book accounts) (09)</p> <p>Collection Case—Seller Plaintiff</p> <p>Other Promissory Note/Collections Case</p> <p>Insurance Coverage (<i>not provisionally complex</i>) (18)</p> <p>Auto Subrogation</p> <p>Other Coverage</p> <p>Other Contract (37)</p> <p>Contractual Fraud</p> <p>Other Contract Disputes</p> <p>Real Property</p> <p>Eminent Domain/Inverse Condemnation (14)</p> <p>Wrongful Eviction (33)</p> <p>Other Real Property (e.g., quiet title) (28)</p> <p>Writ of Possession of Real Property</p> <p>Mortgage Foreclosure</p> <p>Quiet Title</p> <p>Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)</p> <p>Unlawful Detainer</p> <p>Commercial (31)</p> <p>Residential (32)</p> <p>Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)</p> <p>Judicial Review</p> <p>Asset Forfeiture (05)</p> <p>Petition Re: Arbitration Award (11)</p> <p>Writ of Mandate (02)</p> <p>Writ—Administrative Mandamus</p> <p>Writ—Mandamus on Limited Court Case Matter</p> <p>Writ—Other Limited Court Case Review</p> <p>Other Judicial Review (39)</p> <p>Review of Health Officer Order</p> <p>Notice of Appeal—Labor Commissioner Appeals</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</p> <p>Antitrust/Trade Regulation (03)</p> <p>Construction Defect (10)</p> <p>Claims Involving Mass Tort (40)</p> <p>Securities Litigation (28)</p> <p>Environmental/Toxic Tort (30)</p> <p>Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)</p> <p>Enforcement of Judgment</p> <p>Enforcement of Judgment (20)</p> <p>Abstract of Judgment (Out of County)</p> <p>Confession of Judgment (<i>non-domestic relations</i>)</p> <p>Sister State Judgment</p> <p>Administrative Agency Award (<i>not unpaid taxes</i>)</p> <p>Petition/Certification of Entry of Judgment on Unpaid Taxes</p> <p>Other Enforcement of Judgment Case</p> <p>Miscellaneous Civil Complaint</p> <p>RICO (27)</p> <p>Other Complaint (<i>not specified above</i>) (42)</p> <p>Declaratory Relief Only</p> <p>Injunctive Relief Only (<i>non-harassment</i>)</p> <p>Mechanics Lien</p> <p>Other Commercial Complaint Case (<i>non-tort/non-complex</i>)</p> <p>Other Civil Complaint (<i>non-tort/non-complex</i>)</p> <p>Miscellaneous Civil Petition</p> <p>Partnership and Corporate Governance (21)</p> <p>Other Petition (<i>not specified above</i>) (43)</p> <p>Civil Harassment</p> <p>Workplace Violence</p> <p>Elder/Dependent Adult Abuse</p> <p>Election Contest</p> <p>Petition for Name Change</p> <p>Petition for Relief From Late Claim</p> <p>Other Civil Petition</p>
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SHORT TITLE: GUZMAN-LOPEZ v. THE AMERICAN BOTTLING CO., ET AL	CASE NUMBER: 19STCV13050
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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). |
|--|---|

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

SHORT TITLE GUZMAN-LOPEZ v. THE AMERICAN BOTTLING CO., ET AL	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	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
Real Property	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)	8, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	8, 11
Unlawful Detainer	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 8, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: GUZMAN-LOPEZ v. THE AMERICAN BOTTLING CO., ET AL	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 6
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 6	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 6
	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, 6
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 6
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 6
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	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
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	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, 6
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1, 2, 8	
Miscellaneous Civil Petitions	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, 3, 8	
<input type="checkbox"/> A6180 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	

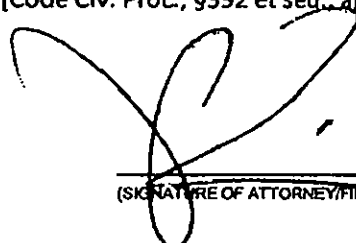
SHORT TITLE: GUZMAN-LOPEZ v. THE AMERICAN BOTTLING CO., ET AL	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input 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: 			
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; padding: 2px;">CITY:</td> <td style="width:33%; padding: 2px;">STATE:</td> <td style="width:33%; padding: 2px;">ZIP CODE:</td> </tr> </table>	CITY:	STATE:	ZIP CODE:	
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: 04/15/2019



 (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.

<p>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</p>	<p style="font-size: small;">Reserved for Clerk's File Stamp</p> <p style="font-size: large; font-weight: bold;">FILED</p> <p>Superior Court of California County of Los Angeles</p> <p style="font-size: large; font-weight: bold;">04/16/2019</p> <p style="font-size: small;">Sherril R. Carter, Executive Officer / Clerk of Court</p> <p>By: <u>Steve Drew</u> Deputy</p>
<p>COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012</p>	
<p>NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE</p>	
<p>Your case is assigned for all purposes to the judicial officer indicated below.</p>	<p>CASE NUMBER: 19STCV13050</p>

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Maren Nelson	17					

Given to the Plaintiff/Cross-Complainant/Attorney of Record Sherril R. Carter, Executive Officer / Clerk of Court

on 04/16/2019
 (Date)

By Steve Drew, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

APPLICATION

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

PRIORITY OVER OTHER RULES

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

CHALLENGE TO ASSIGNED JUDGE

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

TIME STANDARDS

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

COMPLAINTS

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

CROSS-COMPLAINTS

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

STATUS CONFERENCE

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

FINAL STATUS CONFERENCE

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

SANCTIONS

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

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

Class Actions

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

***Provisionally Complex Cases**

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

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

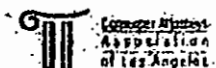


Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

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

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

The parties agree that:

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

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

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

The following parties stipulate:

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

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

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

The parties agree that:

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

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR _____)

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

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

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

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

The parties agree that:

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

SHORT TITLE:	CASE NUMBER
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The following parties stipulate:

Date:

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(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR PLAINTIFF)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

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

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

What is ADR?

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

Advantages of ADR

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

Disadvantages of ADR

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

Main Types of ADR:

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

Mediation may be appropriate when the parties

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

Mediation may not be appropriate when the parties

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

How to arrange mediation in Los Angeles County

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

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

- Parties may contact these organizations to request a "Resource List Mediation" for reduced-cost or free (for selected cases) mediation in person or with ODR (by phone or online).
- JAMS Inc. Case Manager (213) 253-9776 mdawson@jamsadr.com
- Mediation Center of Los Angeles Case Manager: (333) 476-9145 info@mediationLA.org

These organizations cannot accept every case and they may decline cases at their discretion. Visit www.lacourt.org/ADR/ResList for important information and FAQs before contracting them.

NOTE: This service is not available for family law, probate or small claims.

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

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

- Free, day-of-trial mediations at the courthouse for small claims, unlawful detainers (evictions) and, at the Stanley Mosk Courthouse, limited civil. No appointment needed.
- Free or low-cost mediations before the day of trial for these and other case types.
- For ODR by phone or computer for small claims or unlawful detainer (eviction) cases before the day of trial visit: http://www.lacourt.org/division/smallclaims/pdf/OnlineDisputeResolution flyer2En_Span.pdf

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

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>
4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit: www.lacourt.org/division/civil/settlement

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



Superior Court of California, County of Los Angeles

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

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

Note: That service is not available for family law, probate or small claims.

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- o Free or low-cost mediations before the day of trial for these and other case types.
- o For ODR by phone or computer for small claims or unlawful detainer (eviction) cases before the day of trial, visit

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Los Angeles Superior Court ADR website: www.lacourt.org/division/civil/settlement

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

EXHIBIT C

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Superior Court of California
County of Los Angeles

MAY 15 2019

Sherri R. Carter, Executive Officer/Clerk of Court
By: Isaac Lovo, Deputy

Attorneys for Defendants
THE AMERICAN BOTTLING COMPANY and KEURIG
DR PEPPER INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

BY FAX

JUAN M. GUZMAN-LOPEZ, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

THE AMERICAN BOTTLING COMPANY, a
corporation; KEURIG DR PEPPER, INC., a
corporation; and DOES 1-20, inclusive,

Defendants.

Case No. 19STCV13050

CLASS ACTION

**ANSWER BY DEFENDANTS THE
AMERICAN BOTTLING COMPANY AND
KEURIG DR PEPPER INC. TO
PLAINTIFF'S UNVERIFIED CLASS
ACTION COMPLAINT**

Date Action Filed: April 16, 2019
Trial: None Set

1 Defendants THE AMERICAN BOTTLING COMPANY (“TABC”) and KEURIG DR PEPPER
2 INC. (“KDP”) (collectively, “Defendants”) hereby answer the unverified Class Action Complaint filed
3 by Plaintiff Juan M. Guzman-Lopez (“Plaintiff”), as set forth below:

4 **GENERAL DENIAL**

5 Pursuant to the provisions of California Code of Civil Procedure § 431.30, Defendants deny,
6 generally and specifically, each and every allegation, statement, matter and each purported cause of
7 action contained in Plaintiff’s unverified Class Action Complaint, and without limiting the generality of
8 the foregoing, deny that Plaintiff and the putative class members have been damaged in the manner or
9 sums alleged, or in any way at all, by reason of any acts or omissions of Defendants. Defendants further
10 deny, generally and specifically, that Plaintiff and the putative class members suffered any loss of
11 wages, overtime, penalties, compensation, benefits or restitution, or any other legal or equitable relief
12 within the jurisdiction of this Court.

13 **ADDITIONAL DEFENSES**

14 In further answer to the Class Action Complaint, Defendants allege the following additional
15 defenses. In asserting these defenses, Defendants do not assume the burden of proof as to matters that,
16 pursuant to law, are Plaintiff’s burden to prove.

17 **FIRST DEFENSE**

18 **(Failure to State a Cause of Action or Claim for Relief – All Causes of Action)**

19 1. Neither the Class Action Complaint as a whole, nor any purported cause of action alleged
20 therein, states facts sufficient to constitute a cause of action or claim for relief against Defendants.

21 **SECOND DEFENSE**

22 **(No Employment Relationship – All Causes of Action)**

23 2. The Class Action Complaint and each purported cause of action fails as to KDP because
24 no employment relationship ever existed between KDP and Plaintiff and/or the putative class members.

25 **THIRD DEFENSE**

26 **(Statute of Limitations – All Causes of Action)**

27 3. The alleged claims are barred, in whole or in part, by the applicable statutes of
28 limitations, including but not limited to, California Labor Code §§ 201, 202, 203, 221, 224, 226, 226.7,

1 510, 512, 1194, 1197, 1198, 2802; California Code of Civil Procedure §§ 312, 338(a), 340, 343, and
2 California Business and Professions Code § 17200 *et seq.*

3 **FOURTH DEFENSE**

4 **(Laches – All Causes of Action)**

5 4. The alleged claims are barred, in whole or in part, by the doctrine of laches because
6 Plaintiff unreasonably delayed in filing the Class Action Complaint.

7 **FIFTH DEFENSE**

8 **(Waiver – All Causes of Action)**

9 5. The alleged claims are barred, in whole or in part, by the doctrine of waiver. Plaintiff and
10 the putative class members have waived their right to assert the purported claims contained in the Class
11 Action Complaint and each purported cause of action therein against Defendants. Plaintiff and the
12 putative class members, by their own conduct and actions, have waived the right, if any, to assert the
13 claims in the Class Action Complaint.

14 **SIXTH DEFENSE**

15 **(Estoppel – All Causes of Action)**

16 6. Because of Plaintiff's and/or the putative class members' own acts or omissions, Plaintiff
17 and the putative class members are barred by the equitable doctrine of estoppel from maintaining this
18 action or pursuing any cause of action alleged in the Class Action Complaint against Defendants.

19 **SEVENTH DEFENSE**

20 **(No Equitable Tolling – All Causes of Action)**

21 7. To the extent that Plaintiff and the putative class members seek to pursue claims beyond
22 the applicable statute of limitations, the alleged claims are not entitled to equitable tolling.

23 **EIGHTH DEFENSE**

24 **(Reasonable, Good Faith Belief in Actions Taken – All Causes of Action)**

25 8. The Class Action Complaint, and each alleged cause of action, are barred by the fact that
26 any decisions made by Defendants with respect to Plaintiff's and/or the putative class members'
27 employment were reasonably based on the facts as Defendants understood them in good faith. To the
28 extent a court holds that Plaintiff and the putative class members are entitled to damages or penalties,

1 which are specifically denied, Defendants acted, at all relevant times, on the basis of a good faith and
 2 reasonable belief that they had complied fully with California wage and hours laws. Consequently, any
 3 alleged unlawful conduct was not intentional, knowing or willful within the meaning of the California
 4 Labor Code.

5 **NINTH DEFENSE**

6 **(Failure to Inform Employer of Alleged Violations – All Causes of Action)**

7 9. The Class Action Complaint, and each cause of action contained therein, is barred
 8 because Plaintiff and/or the putative class members did not inform Defendants of any alleged unlawful
 9 conduct, any alleged meal or rest period violations, any alleged failure to pay wages or premium wages,
 10 any alleged inaccuracies regarding their pay stubs, or any unreimbursed business expenses prior to filing
 11 a lawsuit. Thus, Plaintiff did not provide Defendants with an opportunity to correct any alleged
 12 violations and provide the appropriate remedy, if any, to Plaintiff prior to the filing of the lawsuit.

13 **TENTH DEFENSE**

14 **(De Minimis Doctrine – All Causes of Action)**

15 10. The Class Action Complaint, and each cause of action alleged therein, fails to the extent
 16 that, even if Plaintiff and the putative class members were not paid for all work performed, such work is
 17 not compensable pursuant to the *de minimis* doctrine. Pursuant to the *de minimis* doctrine, an employer
 18 is not required to pay for insubstantial or insignificant periods of purported off-the-clock work. *See,*
 19 *e.g., Rutti v. Lojack Corp.*, 596 F.3d 1046, 1057-1058 (9th Cir. 2010) (noting that courts have generally
 20 found that *de minimis* work of less than ten minutes per day is not compensable: “most courts ‘have
 21 found daily periods of approximately ten minutes *de minimis* even though otherwise compensable”);
 22 *Lindow v. United States*, 738 F.2d 1057, 1062, 1064 (9th Cir. 1984) (“It is only when an employee is
 23 required to give up a substantial measure of his time and effort that compensable working time is
 24 involved”; “most courts have found daily periods of 10 minutes *de minimis* even though otherwise
 25 compensable.”); *Gillings v. Time Warner Cable LLC*, 583 Fed. Appx. 712, 714 (9th Cir.
 26 2014) (federal *de minimis* wage and hour doctrine applies under California law).

ELEVENTH DEFENSE

(Good Faith Dispute and Waiting Time Penalties – Seventh and Eighth Causes of Action)

11. Plaintiff is not entitled to any penalty because, at all times relevant and material herein, Defendants did not intentionally, knowingly or willfully fail to comply with any provisions of the California Labor Code or applicable wage orders, but rather acted in good faith and had reasonable grounds for believing that it did not violate the California Labor Code or the applicable wage order.

TWELFTH DEFENSE

(Lack of Standing – All Causes of Action)

12. The Class Action Complaint, and each purported cause of action alleged therein, is barred for lack of subject matter jurisdiction to the extent Plaintiff lacks standing to assert any of the causes of action contained in the Class Action Complaint because Plaintiff has not suffered any injury.

THIRTEENTH DEFENSE

(Accord and Satisfaction – All Causes of Action)

13. The alleged claims are barred by the doctrine of accord and satisfaction. Specifically, Plaintiff and the putative class members were properly and fully compensated for all work performed, and their acceptance of these payments constituted an accord and satisfaction for all debts, if any, owed by Defendants to Plaintiff and/or the putative class members.

FOURTEENTH DEFENSE

(Release – All Causes of Action)

14. To the extent Plaintiff and/or the putative class members have executed or are bound by a release encompassing claims alleged in the Class Action Complaint, their claims are barred by that release.

FIFTEENTH DEFENSE

(Offset – All Causes of Action)

15. The Class Action Complaint, and each cause of action contained therein, fails to the extent that Defendants are entitled to an off-set for any overpayments of wages provided for work never actually performed, any damages incurred by Plaintiff or any putative class member’s act or omissions or inadvertent overpayment for hours worked.

SIXTEENTH DEFENSE

(Res Judicata and Collateral Estoppel – All Causes of Action)

16. The Class Action Complaint, and each purported cause of action alleged therein, is barred by the doctrines of res judicata and/or collateral estoppel.

SEVENTEENTH DEFENSE

(Consent/Ratification – All Causes of Action)

17. Assuming arguendo that any of the alleged conduct of Defendants occurred (which Defendants expressly deny), such conduct was approved, consented to, ratified, or authorized by Plaintiff and putative class members through their actions, omissions, and course of conduct, among other things.

EIGHTEENTH DEFENSE

(Arbitration – All Causes of Action)

18. To the extent Plaintiff and/or the putative class members have agreed to arbitrate claims alleged in the Class Action Complaint on an individual basis only, their claims are barred by their contractual agreement to arbitrate their individual claims only and may not participate in this lawsuit.

NINETEENTH DEFENSE

(Meal Period Waiver – Third and Eighth Causes of Action)

19. To the extent Plaintiff and putative class members voluntarily waived the right to a meal period for shifts of more than five but less than six hours and/or shifts of more than 10 but less than 12 hours, no violation of the California Labor Code or the IWC Wage Orders exists.

TWENTIETH DEFENSE

(Excessive Penalties – All Causes of Action)

20. Plaintiff and/or the putative class members are not entitled to recover any penalties because, under the circumstances of this case, any such recovery would be unjust, arbitrary, and oppressive, or confiscatory or disproportionate to any damage or loss incurred as a result of Defendants' conduct and therefore unconstitutional under numerous provisions of the United States Constitution and the California Constitution, including the excessive fines clause of the Eighth Amendment, the due process clauses of the Fifth Amendment and Section 1 of the Fourteenth Amendment, the self-

1 incrimination clause of the Fifth Amendment, and other provisions of the United States Constitution,
2 and the excessive fines clause of Section 17 of Article I, the due process clause of Section 7 of Article I,
3 the self-incrimination clause of Section 15 of Article I, and other provisions of the California
4 Constitution.

5 **TWENTY-FIRST DEFENSE**

6 **(Duplicate Damages or Double Recovery – All Causes of Action)**

7 21. To the extent Plaintiff and/or the putative class members have received other benefits
8 and/or awards attributable to an injury for which they seek compensation in this case, such benefits
9 and/or awards should offset, in whole or in part, any award they receive here for the same injury.

10 **TWENTY-SECOND DEFENSE**

11 **(Unavailable Remedies Under the UCL – Eighth Cause of Action)**

12 22. The Class Action Complaint fails to the extent that it seeks anything but restitution for
13 alleged violations of the Labor Code that form the basis of the claims under the UCL.

14 **TWENTY-THIRD DEFENSE**

15 **(Substantial Compliance – All Causes of Action)**

16 23. The Class Action Complaint, and each purported cause of action alleged therein, is barred
17 in whole or in part because Defendants complied with the statutory obligations, and to the extent it is
18 determined that there was a technical non-compliance, Defendants substantially complied with the
19 obligations and cannot be liable in whole or in part for the claims.

20 **TWENTY-FOURTH DEFENSE**

21 **(Privilege/Legitimate Business Reasons – All Causes of Action)**

22 24. The Class Action Complaint, and each purported cause of action alleged therein, is barred
23 because Defendants had an honest, good faith belief that all decisions, if any, affecting Plaintiff and
24 putative class members were made by Defendant solely for legitimate, business-related reasons that
25 were neither arbitrary, capricious, nor unlawful and were reasonably based upon the facts as Defendants
26 understood them.

TWENTY-FIFTH DEFENSE

(Contribution by Plaintiff's Own Act – All Causes of Action)

25. The Class Action Complaint, and each purported cause of action alleged therein, is barred because any injuries and/or alleged damages were proximately caused by and/or contributed to by the acts, omissions, and/or failure to act by Plaintiff and putative class members.

TWENTY-SIXTH DEFENSE

(Labor Code § 2856 – All Causes of Action)

26. Plaintiff's claims, and those of the members of the putative classes, are barred by Labor Code § 2856 to the extent that Plaintiff or putative class members failed substantially to comply with all the directions of Defendant, and such failure proximately caused the alleged losses for which they seek relief.

TWENTY-SEVENTH DEFENSE

(Failure to Use Ordinary Care - All Causes of Action)

27. The Class Action Complaint, and each purported cause of action alleged therein, is barred to the extent that Plaintiff and putative class members received good consideration in agreement to serve as an employee of Defendants, yet failed to use ordinary care and diligence during their employment, or employment-related duties, pursuant to California Labor Code sections 2850 and 2854.

TWENTY-EIGHTH DEFENSE

(Failure to Perform Services - All Causes of Action)

28. The Class Action Complaint, and each purported cause of action alleged therein, is barred to the extent that Plaintiff and putative class members failed to perform services in conformity to the usage of the place of performance and was not otherwise directed by the employer, and such performance was neither impracticable, nor manifestly injurious to Plaintiff, putative class members, and allegedly aggrieved employees, pursuant to California Labor Code Section 2857.

TWENTY-NINTH DEFENSE

(Degree of Skill - All Causes of Action)

29. The Class Action Complaint, and each purported cause of action alleged therein, is barred to the extent that Plaintiff and putative class members failed to exercise a reasonable degree of skill in performing their job duties, pursuant to California Labor Code Section 2858.

THIRTIETH DEFENSE

(Failure to Use Skill Possessed - All Causes of Action)

30. The Class Action Complaint, and each purported cause of action alleged therein, is barred to the extent that Plaintiff and putative class members did not use such skill as they possessed, so far as the same is required, for the service specified for Defendants, as provided under California Labor Code Section 2859.

THIRTY-FIRST DEFENSE

(Not Appropriate for Class Action – All Causes of Action)

31. The lawsuit cannot proceed on a class action basis because Plaintiff cannot allege facts sufficient to warrant certification or an award of class-wide damages, pursuant to California Code of Civil Procedure § 382 or Rule 23 of the Federal Rules of Civil Procedure. The Class Action Complaint, and each purported cause of action alleged therein, is not proper for treatment as a class action because, among other reasons: (a) Plaintiff is an inadequate representative of the purported class; (b) Plaintiff cannot establish commonality of claims; (c) Plaintiff cannot establish typicality of claims; and (d) the individualized nature of Plaintiff's claims predominate and thus makes class treatment inappropriate. Also, the Class Action Complaint does not allege a viable theory for class-wide recovery to show that a class action trial is manageable.

THIRTY-SECOND DEFENSE

**(No Knowledge of Reasonable and Necessary Business Expenses –
Eighth and Ninth Causes of Action)**

32. The Class Action Complaint, and each purported cause of action alleged therein, fails to the extent that Plaintiff, and/or some or all of the purported class they seek to represent, did not inform Defendants of or seek indemnification for reasonably and necessarily incurred business expenses. An

1 employer cannot be held liable for failing to indemnify an employee's necessary expenses if it does not
2 know or have reason to know that the employee has incurred the expense.

3 **THIRTY-THIRD DEFENSE**

4 **(No Liquidated Damages – First and Second Causes of Action)**

5 33. Plaintiff and the putative class members are not entitled to liquidated damages because
6 any acts or omissions giving rise to the alleged claims were undertaken or made in good faith, and the
7 Defendants had reasonable grounds for believing that the actions or omissions did not violate the law.
8 Thus, Defendants cannot be held to have willfully failed to comply with the requirements of the
9 California Labor Code.

10 **RESERVATION OF RIGHTS**

11 Defendants do not presently know all of the facts and circumstances regarding the claims alleged
12 in the Class Action Complaint. Defendants have not knowingly or intentionally waived any applicable
13 defenses and reserves the right to assert and rely on such other applicable defenses as may later become
14 available or apparent. Defendants further reserve the right to amend the answer or defenses accordingly
15 and/or to delete defenses that it determines are not applicable during the course of discovery.

16 **PRAYER**

17 WHEREFORE, Defendants pray for judgment as follows:

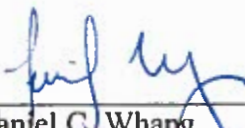
- 18 1. That Plaintiff and the putative class members take nothing by their Class Action
19 Complaint;
- 20 2. That judgment be entered in favor of Defendants and against Plaintiff on all causes of
21 action;
- 22 3. That Defendants be awarded reasonable attorneys' fees according to proof;
- 23 4. That Defendants be awarded the costs of suit incurred herein; and
- 24 5. That Defendants be awarded such other and further relief as the Court may deem
25 appropriate.
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DATED: May 15, 2019

Respectfully submitted,

SEYFARTH SHAW LLP

By: 
Daniel C. Whang
Jennifer R. Nunez
Attorneys for Defendants
THE AMERICAN BOTTLING COMPANY
and KEURIG DR PEPPER INC.

PROOF OF SERVICE

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 2029 Century Park East, Suite 3500, Los Angeles, California 90067-3021. On May 15, 2019, I served the within document(s):

ANSWER BY DEFENDANTS THE AMERICAN BOTTLING COMPANY AND KEURIG DR PEPPER INC. TO PLAINTIFF'S UNVERIFIED CLASS ACTION COMPLAINT

- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California, addressed as set forth below.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- by placing the document(s) listed above in a sealed envelope or package provided by an overnight delivery carrier with postage paid on account and deposited for collection with the overnight carrier at Los Angeles, California, addressed as set forth below.
- by transmitting the document(s) listed above, electronically, via the e-mail addresses set forth below.
- electronically by using the Court's ECF/CM System.

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Caspar Jivalagian
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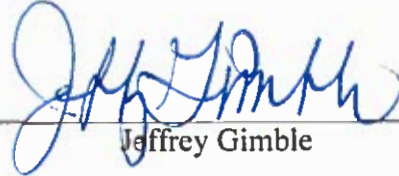
Counsel for Plaintiff
Juan M. Guzman-Lopez

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2 after date of deposit for mailing in affidavit.

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

5 Executed on May 15, 2019, at Los Angeles, California.

6 
7 _____
8 Jeffrey Gimble

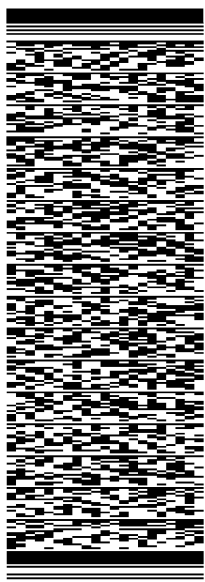
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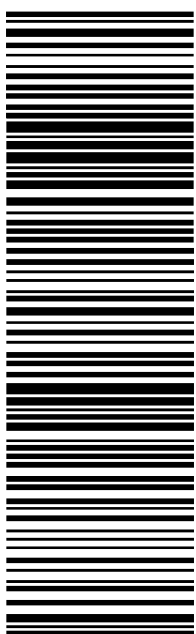
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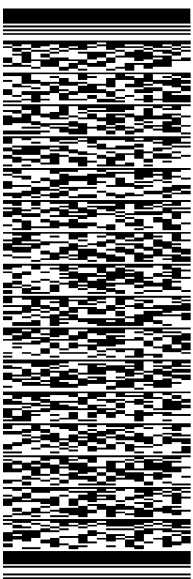
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ADAMS EMPLOYMENT COUNSEL
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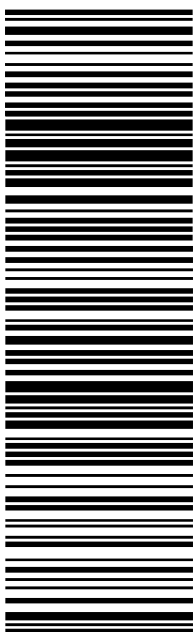
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