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10 Attorneys for Defendants
GMRI, INC., OLIVE GARDEN HOLDINGS,
11 LLC, DARDEN RESTAURANTS, INC.

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 ADRIENNE LIGGINS, individually
15 and on behalf of others similarly
16 situated and aggrieved,
17 Plaintiff,

18 v.

19 GMRI, INC., A Florida corporation
doing business as Olive Garden
20 Italian Restaurant; OLIVE GARDEN
HOLDINGS LLC, a Florida limited
21 liability company; OLIVE
GARDEN, LLC, a California limited
22 liability Company; DARDEN
RESTAURANTS, INC., a Florida
23 corporation; OLIVE GARDEN
ITALIAN RESTAURANT –
24 MANHATTAN BEACH, an entity
of unknown form; and OLIVE
25 GARDEN ITALIAN
RESTAURANT – HUNTINGTON
26 BEACH, an entity of unknown form;
and DOES 1 through 50, inclusive,

27 Defendants.
28

Case No.

**DEFENDANTS’ NOTICE OF
REMOVAL OF CIVIL ACTION TO
FEDERAL COURT**

[28 U.S.C. §§ 1332, 1441, & 1446]

Complaint Filed on August 22, 2018

1 **TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR**
2 **THE CENTRAL DISTRICT OF CALIFORNIA, PLAINTIFF ADRIENNE**
3 **LIGGINS AND HER ATTORNEYS OF RECORD:**

4 PLEASE TAKE NOTICE that Defendants GMRI, Inc. (“GMRI”), Olive
5 Garden Holdings, LLC (“OGH”), and Darden Restaurants, Inc. (“Darden”)
6 (collectively “Defendants”) hereby remove the above-entitled action brought by
7 Plaintiff Adrienne Liggins (“Plaintiff”) in the Superior Court of the State of
8 California, County of Los Angeles, to the United States District Court for the Central
9 District of California, pursuant to 28 U.S.C. §§ 1332(d) (Class Action Fairness Act of
10 2005 or “CAFA”), and 1446 on the following grounds:

11 **I. STATEMENT OF JURISDICTION & VENUE**

12 1. This Court has original jurisdiction over this action under the Class
13 Action Fairness Act of 2005. *See* 28 U.S.C. § 1332(d). In relevant part, CAFA grants
14 district courts original jurisdiction over civil class actions filed under federal or state
15 law in which any member of a class of plaintiffs is a citizen of a state different from
16 any defendant and where the amount in controversy for the putative class members in
17 the aggregate exceeds the sum or value of \$5,000,000.00, exclusive of interest and
18 costs. CAFA authorizes removal of such actions in accordance with 28 U.S.C. §
19 1446.

20 2. This Court has jurisdiction over this case under CAFA, 28 U.S.C.
21 §1332(d), and this case may be removed pursuant to the provisions of 28 U.S.C. §
22 1441(a), in that it is a civil class action wherein: (1) the proposed class contains at
23 least 100 members; (2) Defendants are not a state, state official or other governmental
24 entity; (3) the total amount in controversy for all putative class members exceeds
25 \$5,000,000; and, (4) there is diversity between at least one class member and
26 Defendants.

27 3. CAFA’s diversity requirement is satisfied when at least one plaintiff is a
28 citizen of a state in which the defendant is not a citizen. *See* 28 U.S.C. §§

1 1332(d)(2)(A), 1453.

2 4. As set forth below, this case meets all of CAFA’s requirements for
3 removal and is timely and properly removed by the filing of this Notice.

4 5. This action was filed in the Superior Court for the State of California for
5 the County of Los Angeles. Accordingly, venue properly lies in the United States
6 District Court for the Central District of California pursuant to 28 U.S.C. §§ 84, 1391,
7 1441 and 1446.

8 **II. PLEADINGS, PROCESSES & ORDERS**

9 6. On August 22, 2018, an employment action was commenced in Los
10 Angeles County Superior Court, entitled *Adrienne Liggins, an individual, v. GMRI,*
11 *Inc., a Florida corporation doing business as Olive Garden Italian Restaurant; Olive*
12 *Garden Holdings, LLC, a Florida limited liability company; Olive Garden, LLC, a*
13 *California limited liability Company; Darden Restaurants, Inc., a Florida*
14 *corporation; Olive Garden Italian Restaurant – Manhattan Beach, an entity of*
15 *unknown form; and Olive Garden Italian Restaurant – Huntington Beach, an entity of*
16 *unknown form; and Does 1 through 50, inclusive*, designated as Case No. BC717321
17 (the “State Court Action”). Attached hereto as **Exhibit A** is a true and correct copy of
18 the Complaint.

19 7. In the Complaint, Plaintiff, a purported former employee of GMRI, Inc.,
20 alleges causes of action against all Defendants for (1) Failure to Provide Required
21 Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to Pay
22 Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Timely Pay
23 Wages; (6) Failure to Pay All Wages Due to Discharged and Quitting Employees; (7)
24 Failure to Furnish Accurate Itemized Wage Statements; (8) Failure to Maintain
25 Required Records; (9) Failure to Indemnify Employees for Necessary Expenditures
26 Incurred in Discharge of Duties; (10) Unfair and Unlawful Business Practices; and
27 (11) Representative Action for Civil Penalties (under Cal. Labor Code sections 2698-
28 2699.5 (“PAGA”).

1 8. Plaintiff served the Summons and Complaint on Defendant GMRI, Inc.
2 on September 21, 2018. Along with the Summons and Complaint, Plaintiff also
3 delivered a Civil Case Cover Sheet, Stipulations and Orders for Early Organizational
4 Meeting, Informal Discovery Resolution, and Motions in Limine, an Alternative
5 Dispute Resolution Information Packet, and Notice of Case Assignment. Attached as
6 **Exhibit B** are true and correct copies of the foregoing and Proof of Service on GMRI,
7 Inc.

8 9. Plaintiff served the Summons and Complaint on Defendant Olive Garden
9 Holdings, LLC on September 21, 2018. Along with the Summons and Complaint,
10 Plaintiff also delivered a Civil Case Cover Sheet, Stipulations and Orders for Early
11 Organizational Meeting, Informal Discovery Resolution, and Motions in Limine, an
12 Alternative Dispute Resolution Information Packet, and Notice of Case Assignment.
13 Attached as **Exhibit C** are true and correct copies of the foregoing and Proof of
14 Service on Olive Garden Holdings, LLC.

15 10. Plaintiff served the Summons and Complaint on Defendant Darden
16 Restaurants, Inc. on September 25, 2018. Along with the Summons and Complaint,
17 Plaintiff also delivered a Civil Case Cover Sheet, Stipulations and Orders for Early
18 Organizational Meeting, Informal Discovery Resolution, and Motions in Limine, an
19 Alternative Dispute Resolution Information Packet, and Notice of Case Assignment.
20 Attached as **Exhibit D** are true and correct copies of the foregoing and Proof of
21 Service on Darden Restaurants, Inc.

22 11. On October 17, 2018, Defendants Darden, GMRI, and OGH filed an
23 Answer in Superior Court for the County of Los Angeles. Attached hereto as **Exhibit**
24 **E** is a true and correct conformed copy of that Answer.

25 12. Pursuant to 28 U.S.C. section 1446(a), the attached exhibits constitute all
26 process, pleadings and orders served upon Defendants or filed or received in this
27 action by Defendants.

28 13. As of the date of this Notice of Removal, and to Defendants knowledge,

1 no other parties have been served with the Summons and Complaint in this action.

2 **III. TIMELINESS OF REMOVAL**

3 14. An action may be removed from state court by filing a notice of removal,
4 together with a copy of all process, pleadings, and orders served on the defendant,
5 within 30 days of defendant receiving the initial pleading. *See* 28 U.S.C. § 1446(b);
6 *Murphy Bros, Inc. v. Mitchetti Pipe Stringing, Inc.*, 526 U.S. 344, 354 (1999) (the 30-
7 day removal period runs from the service of the summons and complaint). Defendants
8 GMRI, OGH, and Darden were served with the Summons and Complaint on
9 September 21, 2018 (GMRI and OGH) and September 25, 2018 (Darden). This
10 Notice of Removal is filed within thirty days of September 21, 2018 and is therefore
11 timely.

12 **IV. DIVERSITY OF CITIZENSHIP**

13 15. CAFA's minimal diversity requirement is satisfied, *inter alia*, when "any
14 member of a class of plaintiffs is a citizen of a State different from any defendant." 28
15 U.S.C. §§ 1332(d)(2)(A); 1453(b). In a class action, only the citizenship of the named
16 parties is considered for diversity purposes and not the citizenship of the class
17 members. *Snyder v. Harris*, 394 U.S. 332, 339-40 (1969). Minimal diversity of
18 citizenship exists here because Plaintiff and Defendants are citizens of different states.

19 **A. Plaintiff is a citizen of California.**

20 16. For diversity purposes, a person is a "citizen" of the state in which he or
21 she is domiciled. *See Kantor v. Wellesley Galleries, Ltd.*, 704 F.2d 1088 (9th Cir.
22 1983); *see also LeBlanc v. Cleveland*, 248 F.3d 95, 100 (2d Cir. 2001) (citizenship
23 determined at the time the lawsuit is filed); *see also Lundquist v. Precision Valley*
24 *Aviation, Inc.*, 946 F.2d 8, 10 (1st Cir. 1991). A person's domicile is the place he or
25 she resides with the intention to remain, or to which he or she intends to return. *See*
26 *Kanter v. Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001). Plaintiff was at the
27 time of the filing of this action a resident of the State of California. (Compl., ¶ 2.)
28 Accordingly, Plaintiff is a citizen of the State of California.

1 **B. Defendants are Citizens of Florida.**

2 17. For diversity purposes, a corporation is a citizen of its state of
3 incorporation and the state where it has its principal place of business. 28 U.S.C. §
4 1332(c)(1). A corporation's principal place of business refers to its nerve center or, in
5 other words, the location where the corporation's high level officers direct, control
6 and coordinate the corporation's activities. *See Hertz Corp. v. Friend*, 559 U.S. 77,
7 80-81, 92-95 (2010). Except in unusual circumstances, a corporation's corporate
8 headquarters is in its 'nerve center.' *Id.*

9 18. GMRI is, and was at the time this action was commenced, a corporation
10 organized and formed under the laws of the State of Florida. *See* Declaration of
11 Colleen Lyons (hereafter "Lyons Decl."), ¶ 2. GMRI's maintains its corporate
12 headquarters in Orlando, Florida and its executive director makes the corporation's
13 operational, executive, and administrative policy decisions primarily from its
14 corporate headquarters in Orlando, Florida. (Lyons Decl., ¶¶ 8-12); *see also Breitman*
15 *v. May Co. California*, 37 F.3d 562, 564 (9th Cir. 1994) (corporation is citizen of state
16 in which its corporate headquarters are located and where its executive and
17 administrative functions are performed.) Orlando, Florida is therefore GMRI's
18 principal place of business. Accordingly, GMRI is not a citizen of the State in which
19 this action is pending and is a citizen of a different State than that of Plaintiff.

20 19. Darden is, and was at the time this action was commenced, a corporation
21 organized and formed under the laws of the State of Florida. (Lyons Decl. ¶ 3.)
22 Darden has no employees, its corporate headquarters are located in Orlando, Florida
23 and its executive officers direct, control, and coordinate the corporation's activities
24 and executive functions primarily from its corporate headquarters in Orlando, Florida.
25 (Lyons Decl., ¶¶ 13-19); *see also Breitman*, 37 F.3d at 564. Orlando, Florida is
26 therefore Darden's principal place of business. Accordingly, Darden is not a citizen of
27 the State in which this action is pending and is a citizen of a different State than that of
28 Plaintiff.

1 20. The citizenship of a Limited Liability Company is determined by the
2 citizenship of each member of the company. *Johnson v. Columbia Properties*
3 *Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006).

4 21. OGH is, and was at the time this action was commenced, a limited
5 liability company with its sole member residing in Florida. (Lyons Decl. ¶ 4.)
6 Accordingly, OGH is not a citizen of the State in which this action is pending and is a
7 citizen of a different State than that of Plaintiff.

8 22. Plaintiff is a citizen of California, Defendants Darden, GMRI and OGH
9 are citizens of Florida, therefore the minimal diversity requirement of 28 U.S.C.
10 section 1332(d)(2)(A) is satisfied.

11 23. Defendants Does 1 through 50 are fictitious. The Complaint does not set
12 forth the identity of or any allegations against these Defendants as individuals. Their
13 citizenship should be disregarded for the purposes of determining diversity
14 jurisdiction. 28 U.S.C. § 1441(a); *see also Fristoe v. Reynolds Metals Co.*, 615 F.2d
15 1209, 1213 (9th Cir. 1980).

16 24. Because the remaining non-moving defendants have not yet been served,
17 they need not join or consent to Defendants' Notice of Removal. *Destfino v. Reiswig*,
18 630 F.3d 952, 955 (9th Cir. 2011) (codefendants not properly served need not join in
19 removal); *Cnty. Bldg. Co. v. Md. Cas. Co.* 8 F.2d 678, 678-79 (9th Cir. 1925) (named
20 defendants not yet served in state court action need not join in the notice of removal).

21 **V. PROPOSED CLASS CONTAINS AT LEAST 100 MEMBERS**

22 25. Plaintiff was employed by GMRI from around January 2016 to around
23 May 2016 in Manhattan Beach, California, then from around April 2017 to mid-2017
24 in Huntington Beach, California. (Compl., ¶ 4.) Plaintiff seeks to represent current
25 and former hourly, non-exempt employees of Defendants in the State of California
26 during the period of August 22, 2014 until the time it settles or proceeds to final
27 judgment. (Compl., ¶ 6.)

28 26. GMRI employed at least 30,390 current and former non-exempt

1 employees in the State of California between August 22, 2014 and October 11, 2018.
2 (Declaration of Randolph Babitt (hereafter “Babitt Decl.”), ¶ 4.)

3 27. GMRI employed at least 26,156 current and former non-exempt
4 employees in the State of California between August 22, 2014 and October 11, 2018.
5 (Babitt Decl., ¶ 6.)

6 **VI. DEFENDANTS ARE NOT GOVERNMENTAL ENTITIES**

7 28. Defendants are not states, state officials, or other governmental entities.
8 Defendants are corporations organized and formed under the laws of the State of
9 Florida. (Lyons Decl., ¶¶ 2-4.)

10 **VII. AMOUNT IN CONTROVERSY EXCEEDS \$5,000,000.00¹**

11 29. The CAFA requires the “matter in controversy” to exceed “the sum or
12 value of \$5,000,000 exclusive of interest and costs.” 28 U.S.C. § 1332(d)(2). “The
13 claims of the individual class members shall be aggregated to determine whether the
14 matter in controversy exceeds” this amount. 28 U.S.C. § 1332(d)(6). Here, Plaintiff
15 does not allege the amount in controversy in the Complaint, but the face of the
16 Complaint clearly demonstrates that the amount in controversy in this case exceeds
17 \$5,000,000.²

18 30. A defendant seeking to remove a case to federal court need only file “a
19 notice of removal ‘containing a short and plain statement of the grounds for removal’”
20 as stated under 28 U.S.C. section 1446(a). *Dart Cherokee Basin Operating Co., LLC*
21 *v. Owens*, 135 S. Ct. at 553. According to the United State Supreme Court, “[b]y

22 _____
23 ¹ The alleged damages calculations contained herein are for purposes of removal only.
24 Defendants deny that Plaintiff is entitled to any relief whatsoever and expressly
25 reserves the right to challenge Plaintiff’s alleged damages in this case.

26 ² Plaintiff alleges that damages arising from its Sixth Cause of Action for Failure to
27 Pay All Wages Due to Discharged and Quitting Employees are “not in excess of the
28 jurisdiction of this Court.” (Compl., ¶ 48.) Because there is no maximum amount
which may be subject to jurisdiction of the Los Angeles Superior Court, there is
nothing to indicate that total amount in controversy would not be equal to or in excess
of the \$5,000,000.00 minimum under CAFA jurisdiction.

1 design, §1446(a) tracks the general pleading requirement stated in Rule 8(a) of the
2 Federal Rules of Civil Procedure” and thus, on removal, federal courts are to accept
3 the defendant’s “amount-in-controversy allegation when not contested by the plaintiff
4 or questioned by the court.” *Id.* Accordingly, “a defendant’s notice of removal need
5 include only a plausible allegation that the amount in controversy exceeds the
6 jurisdictional threshold.” *Id.* at 554.

7 31. Defendants expressly deny any liability for the damages alleged in
8 Plaintiff’s Complaint. However, for purposes of determining whether the minimum
9 amount in controversy has been satisfied, the Court must presume that Plaintiff will
10 prevail on his or her claims. *Kenneth Rothschild Trust v. Morgan Stanley Dean*
11 *Witter*, 199 F. Supp. 2d 993, 1001 (C.D. Cal. 2002) (citing *Burns v. Windsor Ins. Co.*,
12 31 F.3d 1092, 1096 (11th Cir. 1994) (stating that the amount in controversy analysis
13 presumes that “plaintiff prevails on liability”). The ultimate inquiry is what amount is
14 put “in controversy” by plaintiff’s complaint, not what defendant might actually owe.
15 *Rippee v. Boston Market Corp.*, 408 F. Supp. 2d 982, 986 (S.D. Cal. 2005).

16 32. By way of her Complaint, Plaintiff seeks to “recover, among other
17 things: wages and penalties from unpaid wages earned and due, including, but not
18 limited to, unpaid minimum wages, unpaid and illegally calculated overtime
19 compensation, illegal meal and rest period policies, failure to pay all wages dues to
20 discharged and quitting employees, failure to indemnify employees for necessary
21 expenditures and/or losses incurred in discharging their duties, failure to provide
22 accurate itemized wage statements, failure to maintain required records, and interest . .
23 .” (Compl., ¶5.) Plaintiff also seeks to recover on behalf of herself and the putative
24 class members additional damages arising from this alleged conduct, including:
25 compensatory damages; restitution and disgorged profits; premiums; liquidated
26 damages; statutory and civil penalties; interest at 10% per annum; costs; and
27 attorneys’ fees. (Compl., Prayer for Relief.)

28 33. Additionally, Plaintiff alleges a cause of action for violation of the Unfair

1 Competition Law (“UCL”), Business and Professions Code § 17200, *et seq.* (Compl.,
 2 ¶¶ 60-65.) Alleviating a UCL violation extends the statute of limitations of several of
 3 Plaintiff’s and the putative class’ wage and hour claims from three to four years from
 4 the filing of the Complaint, which in this case, extends the statute of limitations to
 5 August 22, 2014. *See* Cal. Bus. & Prof. Code § 17208; *Cortez v. Purolater Air*
 6 *Filtration Products Co.*, 23 Cal. 4th 163, 178-79 (2000) (four-year statute of
 7 limitations for restitution of wages under the UCL).

8 34. Finally, Plaintiff alleges that “[t]he potential class is a significant
 9 number,” and that Defendants engaged in a “systematic course of illegal payroll
 10 practices and policies” which “applied to all non-exempt employees.” (Compl., ¶18a-
 11 b.)

12 35. Between August 22, 2014 and October 11, 2018, GMRI employed at
 13 least 30,390 current and former hourly, non-exempt employees California. (Babitt
 14 Decl., ¶ 4.) Based on the available employment records, the time period Plaintiff has
 15 placed at issue, and the number of employees at issue, Plaintiff has placed 1,942,649
 16 workweeks in controversy, based on the hire and termination dates of the putative
 17 class members. (Babitt Decl., ¶ 5.)

18 36. Plaintiff was employed from January 2016 until August 2016, then again
 19 from April 2017 through September 2017. (Babitt Decl., ¶ 10.)

20 **A. Failure to Provide Off-Duty Meal and Rest Periods**

21 37. In support of and by way of her first and second causes of action,
 22 Plaintiff alleges that Defendants “failed to otherwise provide the required meal
 23 periods to PLAINTIFF and CLASS MEMBERS,” and “failed to provide rest periods
 24 to PLAINTIFF and CLASS MEMBERS.” (Compl., ¶¶20, 26.)

25 38. Pursuant to the California Court of Appeal’s decision in *United Parcel*
 26 *Service Wage & Hour Cases*, 196 Cal. App. 4th 57, 69 (2011), should Plaintiff sustain
 27 her burden of proof, Plaintiff and the putative class members could be entitled to one
 28 hour of premium pay for a missed meal period and one hour of premium pay for a

1 missed rest break in a single day.

2 39. Although Plaintiff does not allege the number of shifts worked per
3 workweek, the number of shifts in which meal or rest periods were required, the
4 number of missed meal or rest periods, or any other specific allegations, Plaintiff
5 alleges that Defendants maintained a “systematic course” of failing to pay employees
6 for all hours worked, including overtime. (Compl. ¶¶ 18b.) Plaintiff also alleges that
7 “[t]he putative class is a significant number,” and that “DEFENDANTS subjected all
8 non-exempt employees to identical violations.” (Compl., ¶¶18a-c.)

9 1. Plaintiff’s Meal Period Claim

10 40. Plaintiff alleges that “[d]uring the CLASS PERIOD, as part of
11 DEFENDANTS’ illegal payroll policies and practices to deprive their non-exempt
12 employees all wages earned and due, DEFENDANTS required, permitted or
13 otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than a 30-minute
14 meal period, or to work through them, and have failed to otherwise provide the
15 required meal periods to PLAINTIFF and CLASS MEMBERS. . .” (Compl., ¶20.)

16 41. As detailed above, between August 22, 2014 and October 11, 2018,
17 GMRI employed at least 30,390 current and former hourly, non-exempt employees
18 California. (Babitt Decl., ¶ 4-5.) Based on the available employment records, the time
19 period Plaintiff has placed at issue, and the number of employees at issue, Plaintiff has
20 placed 1,942,649 workweeks in controversy, based on the hire and termination dates
21 of the putative class members. (Babitt Decl., ¶ 4-5.)

22 42. However, contrary to Plaintiff’s allegations, Defendants maintain that
23 Plaintiff’s meal period claim is subject to a three year statute of limitations. Between
24 August 22, 2015 and October 11, 2018, GMRI employed at least 26,156 current and
25 former hourly, non-exempt employees California. (Babitt Decl., ¶ 6-7.) Based on the
26 available employment records, the time period Plaintiff has placed at issue, and the
27 number of employees at issue, Plaintiff has conservatively placed a minimum of
28 1,513,744 workweeks in controversy, based on the hire and termination dates of the

1 putative class members during this time period. (Babitt Decl., ¶ 6-7.)

2 43. Applying the shorter three year time period, the conservative amount in
3 controversy for GMRI’s alleged failure to provide off-duty meal periods would be
4 approximately **\$15,137,440.00**. Although Plaintiff maintains that Defendants’
5 violations were of “systematic course,” (Compl., ¶18b) this number assumes that that
6 Plaintiff and each class member missed only one meal period per week during the
7 shorter limitations period. If the longer limitations period were applied, and we one
8 meal period is assumed, the amount in controversy would be **\$19,426,490.00**. These
9 figures are calculated as follows:

10 Years at	11 Meal Period			
12 Issue	13 Violations	14 Weeks	15 Hourly	16 Amount in Controversy
	17 Per Week		18 Rate³	
19 3	20 1	21 1,513,744	22 \$10.00	23 \$15,137,440.00
24 4	25 1	26 1,942,649	27 \$10.00	28 \$19,426,490.00

15 2. Plaintiff’s Rest Period Claim

16 44. Plaintiff alleges that Defendants “failed to provide rest periods to
17 PLAINTIFF and CLASS MEMBERS,” and “fail[ed] to pay PLAINITFF and CLASS
18 MEMBERSs who were not provided with a rest period . . . one additional hour of
19 compensation at each employee’s regular rate of pay for each workday that a rest
20 period was not provided.” (Compl., ¶¶25-26.)

21 45. Accepting the allegations that the putative class members missed a rest
22 break in the same way that they missed meal breaks as calculated in ¶43 above, the
23 amount in controversy for putative class members on this cause of action would equal
24 **\$15,137,440.00**, assuming one violations per week during the shorter limitations
25 period, and **\$19,426,490.00** assuming one violation per week during the longer
26 limitations period. These figures are calculated as follows:

27 ³ For purposes of this removal, Defendants calculations are based on California’s 2016
28 state minimum wage rate of \$10.00.

Years at Issue	Rest Break Violations Per Week	Weeks	Hourly Rate ⁴	Amount in Controversy
3	1	1,513,744	\$10.00	\$15,137,440.00
4	1	1,942,649	\$10.00	\$19,426,490.00

B. Waiting Time Penalties

46. In her sixth cause of action, Plaintiff alleges that “[d]uring the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California Labor Code §§ 201 and 202.” (Compl., ¶46.) Plaintiff also alleges that [a]s a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon. . .” (Compl., ¶47.)

47. Section 203 provides for one-day’s wages for each day an employee who has separated from his or her employment is not paid all wages owed, up to a total of 30 days’ of wages (“waiting time penalty”). Cal. Lab Code. § 203. California Labor Code is subject to a three-year statute of limitations. *See Pineda v. Bank of America*, 50 Cal. 4th 1389 (2010). Thus, the applicable look-back period for purposes of calculating waiting time penalties dates back to August 22, 2015.

48. Based on GMRI’s payroll data, an estimated 16,247 putative class members have separated their employment with GMRI since August 22, 2015. (Babitt Decl., ¶ 8.) Thus, the amount in controversy with respect to Plaintiff’s sixth cause of action for waiting time penalties is **\$29,244,600.00**, which is calculated as follows: 16,247 separated putative class members x \$10.00 an hour x 6 hours x 30 days.

⁴ For purposes of this removal, Defendants calculations are based on California’s 2016 state minimum wage rate of \$10.00.

1 **C. Wage Statements**

2 49. In her seventh⁵ cause of action, Plaintiff also alleges that “[d]uring the
3 CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF and
4 CLASS MEMBERS with timely, accurate, and itemized wage statements in writing
5 showing each employee’s gross wages, total hours worked, all deductions made, net
6 wages earned, the name of and address of the legal entity or entities employing
7 PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect during
8 each pay period and the corresponding number of hours worked at each hourly rate, in
9 violation of California Labor Code §226 and IWC Wage Order No. 5-2001 §7.”
10 (Compl., ¶¶ 53.) The statutory penalty for such a violation is \$50 for the first pay
11 period, and \$100 for each subsequent pay period, up to a total maximum of penalty of
12 \$4,000. Cal. Lab. Code §226(e). California Labor Code §226(e) has a one-year
13 statute of limitations. *Blackwell v. SkyWest Airlines, Inc.*, 245 F.R.D. 453, 462 (S.D.
14 Cal. 2007).

15 50. GMRI pays its non-exempt employees on a weekly basis. (Babitt Decl.,
16 ¶ 3.) Therefore, there are 52 pay periods per year. While Defendants deny the validity
17 and merit of Plaintiff’s claims, for purposes of removal only, Defendants determine
18 the amount in controversy by applying the maximum penalty recoverable to
19 employees that worked more than 41 workweeks. During the one year statute of
20 limitations period from August 22, 2017 to October 11, 2018, GMRI employed
21 approximately 16,285 putative class members. (Babitt Decl., ¶ 9.) Of those 16,285
22 putative class members, 7,621 putative class members were employed for 41 or more
23 workweeks based on hire and termination dates. The remaining 8,664 putative class
24 members were employed for a total of 146,256 workweeks based on hire and
25

26 ⁵ Although Plaintiff’s seventh cause of action is entitled “Failure to Furnish Accurate
27 Itemized Wage Statements,” and her eighth cause of action is entitled “Failure to
28 Maintain Required Records,” the allegations asserted under each heading appears to
correspond with the other claim.

1 termination dates. (Babitt Decl., ¶ 9.)

2 51. Based on amount of penalties that Plaintiff would be entitled to recover
 3 under section 226 of the California Labor Code, the fact that employees are paid on a
 4 weekly basis, and that the one-year statute of limitations would permit Plaintiff to
 5 recover penalties for the time period commencing August 22, 2017, the amount in
 6 controversy for this claim is **\$44,676,400.00**. The amount is calculated as follows:
 7 For the 7,621 employees who worked 41 or more workweeks during the statutory
 8 period, their penalties are capped at the statutory dollar amount of \$4,000 per
 9 employee, which equals \$30,484,000.00. The estimated penalties for the remaining
 10 8,664 employees who worked less than 41 workweeks equals \$14,192,400.00 (8,664 x
 11 \$50 for the first penalty) + (146,256-8,664 for subsequent violations x \$100). Added
 12 together, the potential amount in controversy for Plaintiff's claim for wage statement
 13 violations is **\$44,676,400.00**.

14 52. The aggregate amount in controversy exceeds the \$5,000,000
 15 jurisdictional minimum:

Plaintiff's Claims	Amount in Controversy
Meal Break Premiums	\$15,137,440.00 to \$19,426,490.00
Rest Break Premiums	\$15,137,440.00 to \$19,426,490.00
Waiting Time Penalties	\$29,244,600.00
Inaccurate Wage Statement	\$44,676,400.00
TOTAL (exclusive of any potential damages for Plaintiff's claims for: (1) Unpaid Overtime; (2) Unpaid Minimum Wages; (3) Failure to Timely Pay Wages; (4) Failure to Maintain Accurate Records; (5) Failure to Reimburse Business	\$104,195,880.00 to \$112,773,980.00

Expenses; (6) and attorneys' fees)

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53. Indeed, were damages exposure extended through trial, the totals would be even higher. *Mejia v. DHL Express (USA), Inc.*, 2015 U.S. Dist. LEXIS 67212, *6, 2015 WL 2452755 (C.D. Cal. May 21, 2015) (where the Complaint does not cut off class allegations as of the date the complaint was filed, including post-filing time in removal computations is consistent with the allegations in the complaint and permissible).

54. Moreover, Plaintiff seeks attorneys' fees and costs in his Complaint (Compl., Prayer for Relief.) It is well-settled that claims for statutory attorneys' fees are to be included in the amount in controversy. *See, e.g., Kroske v. U.S. Bank Corp.*, 432 F.3d 976, 980 (9th Cir. 2005), *cert. denied*, 127 S. Ct. 157 (2006); *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1155-1156 (9th Cir. 1998) (attorneys' fees may be taken into account to determine jurisdictional amounts). The attorneys' fees benchmark in the Ninth Circuit is 25%. *Paul, Johnson, Alston & Hunt v. Grauldy*, 886 F.2d 268, 272 (9th Cir. 1989) ("We note with approval that one court has concluded that the "benchmark" percentage for the fee award should be 25 percent.") (citation omitted.); *Lo v. Oxnard Euro. Motors, LLC*, 2012 US. Dist. LEXIS 73983 at *9 ("The Ninth Circuit has accepted as a benchmark for an attorneys' fees awards a twenty-five percent of the common fund recovery.")

55. Removal of this action is therefore proper as the aggregate value of Plaintiff's class causes of action for unpaid overtime and minimum wage, unpaid meal and rest periods premiums, final wages not timely paid, non-compliant wage statements, and attorneys' fees is well in excess of the CAFA jurisdictional requirement of \$5 million. *See* 28 U.S.C. § 1332(d)(2).

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VIII. NOTICE TO PLAINTIFF AND STATE COURT

56. Contemporaneously with the filing of this Notice of Removal in the United States District Court for the Central District of California, written notice of such filing will be served by the undersigned on Plaintiff’s Counsel of Record and a copy of the Notice of Removal will be filed with the Clerk of the Superior Court of California, County of Los Angeles.

Dated:October 18, 2018

/s/ Carlos Jimenez

CARLOS JIMENEZ
PENNY CHEN
LITTLER MENDELSON, P.C.
Attorneys for Defendants
GMRI, INC., OLIVE GARDEN
HOLDINGS, LLC, DARDEN
RESTAURANTS, INC.

FIRMWIDE:158321037.4 069299.1178



Registered Agent • Director • Incorporation

Corporate Creations Network Inc.
 11380 Prosperity Farms Road #221E, Palm Beach Gardens, FL 33410

September 24, 2018

Darden Restaurants, Inc.
 Terry Carter
 Darden Restaurants, Inc.
 1000 Darden Center Drive
 ORLANDO FL 32837

SERVICE OF PROCESS NOTICE

The following is a courtesy summary of the enclosed document(s). **ALL information should be verified by you.**

Note: Any questions regarding the substance of the matter described below, including the status or to whom or where to respond, should be directed to the person set forth in line 12 below or to the court or government agency where the matter is being heard.

Item: 2018-3014

1.	Client Entity: Darden Restaurants, Inc.	
2.	Title of Action: Adrienne Liggins vs. GMRI, Inc.; Olive Garden Holdings, LLC; et al.	
3.	Document(s) Served: Summons Complex - Class Action Civil Case Cover Sheet Civil Case Cover Sheet Addendum and Statement of Location	
4.	Court/Agency: Los Angeles County Superior Court, California	
5.	State Served: Florida	
6.	Case Number: BC717321	
7.	Case Type: Labor Code Violations	
8.	Method of Service: Certified Mail	
9.	Date Received: Monday 9/24/2018	
10.	Date to Client: Monday 9/24/2018	
11.	# Days When Answer Due: 30 Answer Due Date: 10/24/2018	CAUTION: Client is solely responsible for verifying the accuracy of the estimated Answer Due Date. To avoid missing a crucial deadline, we recommend immediately confirming in writing with opposing counsel that the date of service in their records matches the Date Received.
12.	SOP Sender: Matern Law Group, PC (Name, Address and Phone Number) Manhattan Beach, CA (310) 531-1900	
13.	Shipped to Client By: Priority Mail and Email with PDF Link	
14.	Tracking Number: Not Applicable	
15.	Handled By: 101	
16.	Notes: Also Attached: *Voluntary Efficient Litigation Stipulations, *Stipulation - Early Organizational Meeting, *Stipulation - Discovery Resolution, etc.	
<p>NOTE: This notice and the information above is provided for general informational purposes only and should not be considered a legal opinion. The client and their legal counsel are solely responsible for reviewing the service of process and verifying the accuracy of all information. At Corporate Creations, we take pride in developing systems that effectively manage risk so our clients feel comfortable with the reliability of our service. We always deliver service of process so our clients avoid the risk of a default judgment. As registered agent, our role is to receive and forward service of process. To decrease risk for our clients, it is not our role to determine the merits of whether service of process is valid and effective. It is the role of legal counsel to assess whether service of process is invalid or defective. Registered agent services are provided by Corporate Creations Network Inc.</p>		

COPY

SUM-100

SUMMONS BY FAX (CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

GMRI, INC., a Florida corporation doing business as Olive Garden Italian Restaurant; OLIVE GARDEN Holdings, LLL, a Florida limited

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

ADRIENNE LIGGINS, individually and on behalf of others similarly situated and aggrieved

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

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

AUG 22 2018

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles Superior Court
111 North Hill Street-Central District
Los Angeles, California 90012-3014

CASE NUMBER
(Número del Caso): **BC717321**

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):
Matthew J. Matern, Esq., 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266 (310) 531-1900

DATE: **AUG 21 2018** Clerk, by **SHERRI R. CARTER** (Secretario) **RITA NAZARYAN**, Deputy (Adjunto)

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

(SEAL)

- NOTICE TO THE PERSON SERVED: You are served
- as an individual defendant.
 - as the person sued under the fictitious name of (specify):
 - on behalf of (specify): **Darden Restaurants, Inc., a Florida 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):
 - by personal delivery on (date)

SUM-200(A)

SHORT TITLE: Adrienne Liggins v. GMRI, INC. et al	CASE NUMBER:
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INSTRUCTIONS FOR USE

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

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

Plaintiff
 Defendant
 Cross-Complainant
 Cross-Defendant

liability company; OLIVE GARDEN, LLC, a California limited liability Company; DARDEN RESTAURANTS, INC., a Florida corporation; OLIVE GARDEN ITALIAN RESTAURANT – MANHATTAN BEACH, an entity of unknown form; and OLIVE GARDEN ITALIAN RESTAURANT – HUNTINGTON BEACH, an entity of unknown form; and DOES 1 through 50, inclusive,

COPY

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

AUG 22 2018

Sherri H. Carter, Executive Officer/Clerk
By: Rita Nazaryan, Deputy

1 Matthew J. Matern (SBN 159798)
Joshua D. Boxer (SBN 226712)
2 Roy K. Suh (SBN 283988)
3 **MATERN LAW GROUP, PC**
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
4 Telephone: (310) 531-1900
Facsimile: (310) 531-1901

5 Attorneys for Plaintiff ADRIENNE LIGGINS
6 individually and on behalf of others similarly
situated and aggrieved

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

10 ADRIENNE LIGGINS individually and on behalf
of others similarly situated and aggrieved

11 Plaintiff,

12 v.

13 GMRI, INC., a Florida corporation doing business
14 as Olive Garden Italian Restaurant; OLIVE
GARDEN HOLDINGS, LLC, a Florida limited
15 liability company; OLIVE GARDEN, LLC, a
California limited liability Company; DARDEN
16 RESTAURANTS, INC., a Florida corporation;
OLIVE GARDEN ITALIAN RESTAURANT –
17 MANHATTAN BEACH, an entity of unknown
form; and OLIVE GARDEN ITALIAN
18 RESTAURANT – HUNTINGTON BEACH, an
entity of unknown form; and DOES 1 through 50,
19 inclusive,

20 Defendants

) CASE NO.:

) **COMPLEX – CLASS ACTION**

-) 1. Failure to Provide Required Meal Periods
-) 2. Failure to Provide Required Rest Periods
-) 3. Failure to Pay Overtime Wages
-) 4. Failure to Pay Minimum Wages
-) 5. Failure to Timely Pay Wages
-) 6. Failure to Pay All Wages Due to Discharged
and Quitting Employees
-) 7. Failure to Furnish Accurate Itemized Wage
Statements
-) 8. Failure to Maintain Required Records
-) 9. Failure to Indemnify Employees for Necessary
Expenditures Incurred in Discharge of Duties
-) 10. Unfair and Unlawful Business Practices

) **REPRESENTATIVE ACTION**

-) 11. Penalties under the Labor Code Private
Attorneys General Act

) **DEMAND FOR JURY TRIAL**

BY FAX

MAILED 10/18/18
10/18/18
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO, CALIFORNIA

1 **NATURE OF ACTION**

2 1. PLAINTIFF ADRIENNE LIGGINS (“PLAINTIFF”), bring this class action and
3 representative action case on behalf of herself and all others similarly situated and aggrieved current and
4 former non-exempt employees, who worked in the State of California for defendants GMRI, INC., a
5 Florida corporation doing business as The Olive Garden; OLIVE GARDEN HOLDINGS, LLC, a
6 Florida limited liability company; OLIVE GARDEN, LLC, a California limited liability company;
7 DARDEN RESTAURANTS, INC., a Florida corporation; OLIVE GARDEN ITALIAN
8 RESTAURANT – MANHATTAN BEACH, an entity of unknown form; and OLIVE GARDEN
9 ITALIAN RESTAURANT – HUNTINGTON BEACH, an entity of unknown form, and DOES 1
10 through 50 inclusive (collectively, “DEFENDANTS”), against DEFENDANTS to remedy
11 DEFENDANTS’ illegal wage payment policies and practices during the relevant statutory periods, for
12 which PLAINTIFF seeks damages, restitution, penalties, injunctive relief, interest, attorneys’ fees and
13 costs, and all other legal and equitable remedies deemed just and proper under California law.

14 **JURISDICTION AND VENUE**

15 2. The Superior Court of the State of California has jurisdiction in this matter because, at all
16 relevant times, PLAINTIFF is a resident of the State of California and PLAINTIFF is informed and
17 believes that some of the DEFENDANTS are qualified to do business in California and that all
18 DEFENDANTS regularly conduct business in California. Furthermore, no federal question is at issue
19 because PLAINTIFF’S claims are based solely on California law.

20 3. Venue is proper in this judicial district and the County of Los Angeles, California
21 because PLAINTIFF and persons similarly situated and aggrieved performed work for DEFENDANTS
22 in the County of Los Angeles, DEFENDANTS maintain offices and facilities and transact business in
23 the County of Los Angeles, and because DEFENDANTS’ illegal payroll policies and practices which
24 are the subject of this action were applied to PLAINTIFF and other persons similarly situated and
25 aggrieved, in the County of Los Angeles.

26 **PLAINTIFF AND CLASS MEMBERS**

27 4. PLAINTIFF, at all time relevant to this action, was a resident of the State of California
28 and an employee of DEFENDANTS. DEFENDANTS employed PLAINTIFF from around January 2016

1 to around May 2016 in Manhattan Beach, California and then from around April 2017 to mid-2017 in
2 Huntington Beach, California.

3 5. PLAINTIFF, on behalf of herself and other similarly situated and aggrieved current and
4 former non-exempt employees of DEFENDANTS in the State of California at any time during the four
5 (4) years preceding the filing of this action, and continuing while this action is pending, bring this class
6 and representative action to recover, among other things: wages and penalties from unpaid wages earned
7 and due, including, but not limited to, unpaid minimum wages, unpaid and illegally calculated overtime
8 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and
9 quitting employees, failure to indemnify employees for necessary expenditures and/or losses incurred in
10 discharging their duties, failure to provide accurate itemized wage statements, failure to maintain
11 required records, and interest, attorneys' fees, costs, and expenses.

12 6. PLAINTIFF brings this action on behalf of themselves and the following similarly
13 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt employees of
14 DEFENDANTS in the State of California at any time within the period beginning four (4) years prior to
15 the filing of this action and until the time it settles or proceeds to final judgment (the "CLASS
16 PERIOD").

17 7. PLAINTIFF reserves the right to name additional class representatives.

18 **DEFENDANTS**

19 8. PLAINTIFF is informed and believes, and thereon alleges, that defendant GMRI, INC.
20 ("DEFENDANT GMRI, INC.") is, and at all times relevant to this action was, a limited liability
21 company organized and existing under the laws of the State of Florida. PLAINTIFF is further informed,
22 believes and thereon alleges that, at all relevant times, the State of California authorized DEFENDANT
23 GMRI, INC. to conduct and that DEFENDANT GMRI, INC. did conduct business in California under
24 California entity number: C0753219, doing business as The Olive Garden.

25 9. PLAINTIFF is informed and believes, and thereon alleges, that defendant OLIVE
26 GARDEN HOLDINGS, LLC ("DEFENDANT OLIVE GARDEN HOLDINGS, LLC") is, and at all
27 times relevant to this action was, a limited liability company organized and existing under the laws of
28 the State of Florida. PLAINTIFF is further informed, believes and thereon alleges that, at all relevant

1 times, the State of California authorized DEFENDANT OLIVE GARDEN HOLDINGS, LLC to
2 conduct and that DEFENDANT OLIVE GARDEN HOLDINGS, LLC did conduct business in
3 California under California entity number: 201605010264.

4 10. PLAINTIFF is informed and believes, and thereon alleges, that defendant OLIVE
5 GARDEN, LLC (“DEFENDANT OLIVE GARDEN, LLC”) is, and at all times relevant to this action
6 was, a limited liability company organized and existing under the laws of the State of California.
7 PLAINTIFF is further informed, believes and thereon alleges that, at all relevant times, the State of
8 California authorized DEFENDANT OLIVE GARDEN, LLC to conduct and that DEFENDANT
9 OLIVE GARDEN, LLC did conduct business in California under California entity number:
10 201719110379.

11 11. PLAINTIFF is informed and believes, and thereon alleges, that defendant DARDEN
12 RESTAURANTS, INC. (“DEFENDANT DARDEN RESTAURANTS, INC.”) is, and at all times
13 relevant to this action was, a corporation organized and existing under the laws of the State of Florida
14 with a Florida Divisions of Corporations File Number: P95000025580. PLAINTIFF is further informed
15 and believes, and thereon alleges, that the State of California may not have authorized DEFENDANT
16 DARDEN RESTAURANTS, INC., and at all times relevant to this action, to conduct business in the
17 State of California.

18 12. PLAINTIFF is informed and believes, and thereon alleges, that defendant OLIVE
19 GARDEN ITALIAN RESTAURANT – MANHATTAN BEACH (“DEFENDANT OLIVE GARDEN
20 ITALIAN RESTAURANT – MANHATTAN BEACH”) is, and at all times relevant to this action was, a
21 an entity of unknown form and unknown jurisdiction. PLAINTIFF is further informed and believes, and
22 thereon alleges, that the State of California may not have authorized DEFENDANT OLIVE GARDEN
23 ITALIAN RESTAURANT – MANHATTAN BEACH and at all times relevant to this action, to conduct
24 business in the State of California including at its 2610 North Sepulveda Boulevard, Manhattan Beach,
25 California 90266 location.

26 13. PLAINTIFF is informed and believes, and thereon alleges, that defendant OLIVE
27 GARDEN ITALIAN RESTAURANT – HUNTINGTON BEACH (“DEFENDANT OLIVE GARDEN
28 ITALIAN RESTAURANT – HUNTINGTON BEACH”) is, and at all times relevant to this action was,

1 a an entity of unknown form and unknown jurisdiction. PLAINTIFF is further informed and believes,
2 and thereon alleges, that the State of California may not have authorized DEFENDANT OLIVE
3 GARDEN ITALIAN RESTAURANT – HUNTINGTON BEACH and at all times relevant to this
4 action, to conduct business in the State of California including at its 16811 Beach Boulevard,
5 Huntington Beach, California 92647 location.

6 14. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
7 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious names.
8 PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated as a DOE is
9 in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF'S and
10 CLASS MEMBERS' injuries and damages, as alleged herein, were proximately caused by the conduct
11 of such DOE defendants. PLAINTIFF will seek leave of court to amend this Complaint to allege the true
12 names and capacities of such DOE defendants when ascertained.

13 15. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, at all
14 times relevant to this action, committed acts and omissions in concert with each other. PLAINTIFF is
15 informed and believes, and thereon alleges, that at all times relevant hereto, DEFENDANTS were the
16 joint employers, alter egos, divisions, affiliates, integrated enterprises, subsidiaries, parents, principals,
17 sisters, related entities, co-conspirators, agents, partners, joint venturers, servants, joint enterprisers,
18 and/or guarantors, actual or ostensible, of each other. PLAINTIFF is informed and believes, and thereon
19 alleges, that each of the DEFENDANTS was completely dominated by his, her or its co-defendant and
20 had authority, actual or ostensible, to perform the actions alleged herein, unless alleged otherwise.

21 16. PLAINTIFF is informed and believes, and thereon alleges, that to the extent that certain
22 actions and omissions were perpetrated by certain DEFENDANTS, the remaining DEFENDANTS
23 condoned, authorized, and ratified such acts and omissions. Accordingly, whenever PLAINTIFF alleges
24 that any of the DEFENDANTS or DEFENDANTS' employees or agents, committed an act or omission,
25 PLAINTIFF attributes such allegations to each of the DEFENDANTS individually, jointly, and
26 severally. PLAINTIFF further attributes such allegations to each DEFENDANTS' employees and agents
27 because they acted on behalf of DEFENDANTS within the course and scope of their employment and
28 agency.

1 17. As a direct and proximate result of DEFENDANTS' unlawful actions, PLAINTIFF and
2 CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet
3 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

4 **CLASS ACTION ALLEGATIONS**

5 18. This action is appropriately suited for a Class Action because:

6 a. The potential class is a significant number. Joinder of all current and former
7 employees individually would be impractical.

8 b. This action involves common questions of law and fact with respect to the
9 potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll
10 practices and policies, which were applied to all non-exempt employees in violation of the California
11 Labor Code, the applicable IWC Wage Order, and the California Business and Professions Code which
12 prohibits unfair business practices arising from such violations.

13 c. PLAINTIFF'S claims are typical of CLASS MEMBERS' claims because
14 DEFENDANTS subjected all non-exempt employees to identical violations of the California Labor
15 Code, the applicable IWC Wage Order, and the California Business and Professions Code.

16 d. PLAINTIFF is able to fairly and adequately protect the interests of all CLASS
17 MEMBERS because it is in PLAINTIFF'S best interest to prosecute the claims alleged herein to obtain
18 full compensation due to PLAINTIFF and CLASS MEMBERS for all services rendered and hours
19 worked.

20 **FIRST CAUSE OF ACTION**

21 **Failure to Provide Required Meal Periods**

22 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

23 **(Against all DEFENDANTS)**

24 19. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

25 20. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and
26 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required,
27 permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than a 30-minute meal
28 period, or to work through them, and have failed to otherwise provide the required meal periods to

1 PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code §§ 226.7, 512 and IWC Wage
2 Order No. 5-2001, § 11.

3 21. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order
4 No. 5-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were not provided
5 with a meal period, in accordance with the applicable wage order, one additional hour of compensation
6 at each employee's regular rate of pay for each workday that a meal period was not provided.

7 22. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197, and
8 IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS for all
9 hours worked during their meal periods.

10 23. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
11 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and
12 due, interest, penalties, expenses, and costs of suit.

13 **SECOND CAUSE OF ACTION**

14 **Failure to Provide Required Rest Periods**

15 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

16 **(Against all DEFENDANTS)**

17 24. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

18 25. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
19 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed to
20 provide rest periods to PLAINTIFF and CLASS MEMBERS as required under California Labor Code
21 §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

22 26. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order
23 No. 5-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided with a
24 rest period, in accordance with the applicable wage order, one additional hour of compensation at each
25 employee's regular rate of pay for each workday that a rest period was not provided.

26 27. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
27 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and
28 due, interest, penalties, expenses, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages

[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]

(Against all DEFENDANTS)

28. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

29. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

30. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF'S and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and by other methods to be discovered.

31. In violation of California law, DEFENDANTS have knowingly and willfully refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on

1 such wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform
2 their obligations under state law, all to their respective damages in amounts according to proof at time of
3 trial, and within the jurisdiction of this Court.

4 32. DEFENDANTS' conduct described herein violates California Labor Code §§ 510, 1194,
5 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code §§ 200, 203,
6 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC
7 Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages
8 owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

9 **FOURTH CAUSE OF ACTION**

10 **Failure to Pay Minimum Wages**

11 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

12 **(Against all DEFENDANTS)**

13 33. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

14 34. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-2001, § 4,
15 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
16 period is unlawful.

17 35. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and CLASS
18 MEMBERS minimum wages for all hours worked by, among other things: requiring, permitting or
19 suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering
20 PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately
21 recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain
22 PLAINTIFF'S and CLASS MEMBERS' records; failing to provide accurate itemized wage statements
23 to PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be discovered.

24 36. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194,
25 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned violations,
26 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial.
27 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable
28 provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are

1 entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest,
2 penalties, attorneys' fees, expenses, and costs of suit.

3 **FIFTH CAUSE OF ACTION**

4 **Failure to Pay Timely Wages During Employment**

5 **[Cal. Labor Code § 204]**

6 **(Against All DEFENDANTS)**

7 37. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

8 38. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
9 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
10 between the 16th and 26th day of the month during which the labor was performed. California Labor
11 Code § 204 also provides that for all labor performed between the 16th and 26th days of any calendar
12 month, DEFENDANTS are required to pay their nonexempt employees between the 1st and 10th day of
13 the following calendar month. In addition, California Labor Code § 204 provides that all wages earned
14 for labor in excess of the normal work period shall be paid no later than the payday of the next regular
15 payroll period.

16 39. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to pay
17 PLAINTIFF and CLASS MEMBERS all the wages they earned when due as required by California
18 Labor Code § 204.

19 40. Pursuant to California Labor Code § 210, failure to pay the wages of each employee as
20 provided in California Labor Code § 204 will subject DEFENDANTS to a civil penalty of: (1) one
21 hundred dollars (\$100) for each failure to pay each employee for each initial violation; and (2) two
22 hundred dollars (\$200) for each failure to pay each employee, plus twenty-five percent (25%) of the
23 amount unlawfully withheld, for each subsequent violation.

24 41. DEFENDANTS' conduct described herein violates California Labor Code § 204. As a
25 proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been
26 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200,
27 210, 226, 558, 1194, 1197.1 and other applicable provisions under the Labor Code and IWC Wage
28 Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed

1 to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

2 **SIXTH CAUSE OF ACTION**

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

4 **[Cal. Labor Code §§ 201, 202, 203]**

5 **(Against all DEFENDANTS)**

6 42. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

7 43. Pursuant to California Labor Code §§ 201, 202, and 203, DEFENDANTS are required to
8 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
9 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the
10 time of discharge are due and payable immediately.

11 44. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to
12 pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her
13 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
14 which case the employee is entitled to his or wages at the time of quitting.

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

19 46. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages
20 and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California Labor
21 Code §§ 201 and 202.

22 47. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory
23 penalties, including the waiting time penalties provided in California Labor Code § 203, together with
24 interest thereon, as well as other available remedies.

25 48. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF
26 and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the
27 time of trial, but not in excess of the jurisdiction of this Court, and are entitled to recovery of such
28 amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code § 1194.

1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Furnish Accurate Itemized Wage Statements**

3 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]**

4 **(Against all DEFENDANTS)**

5 49. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

6 50. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and
7 practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due, DEFENDANTS
8 knowingly and intentionally failed to maintain records as required under California Labor Code §§ 226,
9 1174, and IWC Wage Order No. 5-2001, § 7, including, but not limited to, the following records: total
10 daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time
11 records showing when each employee begins and ends each work period; and accurate itemized
12 statements.

13 51. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF
14 and CLASS MEMBERS have been damaged in an amount according to proof at trial, and are entitled to
15 all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are
16 entitled to all available statutory penalties, including, but not limited to, civil penalties pursuant to
17 California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable
18 attorneys' fees, including, but not limited to, those provided in California Labor Code § 226(e), as well
19 as other available remedies.

20 **EIGHTH CAUSE OF ACTION**

21 **Failure to Maintain Required Records**

22 **[Cal. Labor Code §§ 226; IWC Wage Order No. 5-2001, § 7]**

23 **(Against all DEFENDANTS)**

24 52. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

25 53. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF
26 and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each
27 employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name
28 and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all

1 applicable hourly rates in effect during each pay period and the corresponding number of hours worked
2 at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 5-2001, § 7.

3 54. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to
4 provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
5 accordance with California Labor Code § 226(a).

6 55. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF
7 and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
8 earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to
9 all available statutory penalties, including, but not limited to, civil penalties pursuant to California Labor
10 Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees,
11 including, but not limited to, those provided in California Labor Code § 226(e), as well as other
12 available remedies.

13 **NINTH CAUSE OF ACTION**

14 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

15 **[Cal. Labor Code § 2802]**

16 **(Against all DEFENDANTS)**

17 56. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

18 57. California Labor Code § 2802(a) requires an employer to indemnify an employee for all
19 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her
20 his or her duties, or of his or her obedience to the directions of the employer.

21 58. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
22 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in
23 direct consequence of the discharge of their duties while working under the direction of
24 DEFENDANTS, including, but not limited to, expenses for cell phone use and other employment-
25 related expenses, in violation of California Labor Code § 2802.

26 59. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF
27 and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek
28 reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code §

1 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory
2 penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in
3 California Labor Code § 2802(c), as well as other available remedies.

4 **TENTH CAUSE OF ACTION**

5 **Unfair and Unlawful Business Practices**

6 **[Cal. Bus. & Prof. Code §§ 17200 *et. seq.*]**

7 **(Against all DEFENDANTS)**

8 60. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

9 61. Each and every one of DEFENDANTS' acts and omissions in violation of the California
10 Labor Code and/or the applicable IWC Wage Order as alleged herein, including, but not limited to,
11 DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure and
12 refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime
13 compensation, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS' failure
14 and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure and
15 refusal to furnish accurate itemized wage statements; DEFENDANTS' failure and refusal to maintain
16 required records, DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS
17 MEMBERS for necessary expenditures and/or losses incurring in discharging their duties, constitutes an
18 unfair and unlawful business practice under California Business and Professions Code §§ 17200, *et seq.*

19 62. DEFENDANTS' violations of California wage and hour laws constitute a business
20 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a
21 significant period of time, and in a systematic manner, to the detriment of PLAINTIFF, CLASS
22 MEMBERS and the general public.

23 63. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest
24 periods, and other benefits as required by the California Labor Code, the California Code of
25 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record,
26 report, and pay the correct sums of assessment to the state authorities under the California Labor Code
27 and other applicable regulations.

28 64. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS

1 have reaped unfair and illegal profits during the CLASS PERIOD at the expense of PLAINTIFF,
2 CLASS MEMBERS, and members of the public. DEFENDANTS should be made to disgorge their ill-
3 gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

4 65. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and CLASS
5 MEMBERS to seek preliminary and permanent injunctive relief, including, but not limited to, orders
6 that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS MEMBERS the
7 wages and other compensation unlawfully withheld from them. PLAINTIFF and CLASS MEMBERS
8 are entitled to restitution of all monies to be disgorged from DEFENDANTS in an amount according to
9 proof at the time of trial, but not in excess of the jurisdiction of this Court.

10 **ELEVENTH CAUSE OF ACTION**

11 **Representative Action for Civil Penalties**

12 **[Cal. Labor Code §§ 2698–2699.5]**

13 **(Against DEFENDANTS)**

14 66. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

15 67. PLAINTIFF are an “aggrieved employees” within the meaning of California Labor Code
16 § 2699(c), and a proper representative to bring a civil action on behalf of himself and other current and
17 former employees of DEFENDANTS pursuant to the procedures specified in California Labor Code
18 § 2699.3, because PLAINTIFF was employed by DEFENDANTS and the alleged violations of the
19 California Labor Code were committed against PLAINTIFF.

20 68. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code
21 §§ 2698, *et seq.*, PLAINTIFF seek to recover civil penalties, including, but not limited to, penalties
22 under California Labor Code §§ 2699, 210, 225.5, 226.3, 1174.5, 1197.1, 1199, and IWC Wage Order
23 No. 5-2001, § 20, from DEFENDANTS in a representative action for the violations set forth above,
24 including, but not limited to, violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7,
25 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF are also entitled to an award of reasonable
26 attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

27 69. Pursuant to California Labor Code § 2699.3, PLAINTIFF gave written notice by online
28 filing with the California Labor and Workforce Development Agency (“LWDA”) and by certified mail

1 to DEFENDANTS of the specific provisions of the California Labor Code and IWC Wage Orders
2 PLAINTIFF alleges DEFENDANTS have been violated along with the facts and theories supporting the
3 alleged violations. PLAINTIFF'S notice to the LWDA was accompanied by PLAINTIFF'S payment of
4 \$75.00 filing fee. Because the LWDA did not provide PLAINTIFF with notice of its intent to investigate
5 the alleged violations in the 65 calendar days that have lapsed, PLAINTIFF have complied with all of
6 the requirements set forth in California Labor Code § 2699.3 to commence a representative action
7 against DEFENDANTS on behalf of herself and other similarly aggrieved employees of
8 DEFENDANTS. Therefore, PLAINTIFF have complied with all of the requirements set forth in
9 California Labor Code § 2699.3 to commence a representative action under PAGA.

10 **PRAYER FOR RELIEF**

11 **WHEREFORE**, PLAINTIFF, individually, and on behalf of all other persons similarly situated
12 and aggrieved, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
13 and each of them, as follows:

- 14 1. For compensatory damages in an amount to be ascertained at trial;
- 15 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well as
16 disgorged profits from the unfair and unlawful business practices of DEFENDANTS;
- 17 3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and
18 IWC Wage Order No. 5-2001;
- 19 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 20 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating
21 the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in
22 the unlawful business practices complained of herein;
- 23 6. For waiting time penalties pursuant to California Labor Code § 203;
- 24 7. For statutory and civil penalties according to proof, including, but not limited to, all
25 penalties authorized by the California Labor Code §§ 226(e) and 2699;
- 26 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§
27 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing
28 for pre-judgment interest;

1 9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194,
2 2699, 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for
3 attorneys' fees and costs;

4 10. For declaratory relief;

5 11. For an order certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and
6 Ninth Causes of Action as a class action;


7 12. For an order appointing PLAINTIFF as a class representative and PLAINTIFF'S counsel
8 as class counsel; and

9 13. For such further relief that the Court may deem just and proper.

10 DATED: August 22, 2018

Respectfully Submitted,
MATERN DAW GROUP, PC

11
12
13 By:


MATTHEW J. MATERN
JOSHUA D. BOXER
ROY K. SUH

14
15 Attorneys for Plaintiff ADRIENNE LIGGINS
16 individually and on behalf of others similarly
17 situated and aggrieved
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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable by jury as of right.

DATED: August 22, 2018

Respectfully Submitted,
MATERN LAW GROUP, PC

By: 

MATTHEW J. MATERN
JOSHUA D. BOXER
ROY K. SUH

Attorneys for Plaintiffs ADRIENNE LIGGINS
individually and on behalf of others similarly
situated and aggrieved

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BY FAX

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Matthew J. Matern (SBN 159798); Joshua D. Boxer (SBN 226712) MATERN LAW GROUP, PC 1230 Rosecrans Ave., Suite 200 Manhattan Beach, CA 90266 TELEPHONE NO.: (310) 531-1900 FAX NO.: (310) 531-1901 ATTORNEY FOR (Name): Plaintiff Adrienne Liggins		FOR COURT USE ONLY ORIGINAL FILED Superior Court of California County of Los Angeles AUG 22 2018 Sherri R. Carter, Executive Officer/Clerk By: Rita Nazaryan, 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: Central District		CASE NUMBER: BC717321 JUDGE: DEPT:
CASE NAME: Adrienne Liggins v. GMRI, INC., et al		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

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

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

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary: declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Eleven (11)
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: August 22, 2018
Joshua D. Boxer

(TYPE OR PRINT NAME)

SIGNATURE OF PARTY OR ATTORNEY FOR PARTY

NOTICE

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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
Auto (22)–Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)	Breach of Rental/Lease Contract (<i>not unlawful detainer or wrongful eviction</i>)	Construction Defect (10)
	Contract/Warranty Breach–Seller Plaintiff (<i>not fraud or negligence</i>)	Claims Involving Mass Tort (40)
	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)
Asbestos Property Damage	Collection Case–Seller Plaintiff	Enforcement of Judgment
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Product Liability (<i>not asbestos or toxic/environmental</i>) (24)	Insurance Coverage (<i>not provisionally complex</i>) (18)	Abstract of Judgment (Out of County)
Medical Malpractice (45)	Auto Subrogation	Confession of Judgment (<i>non-domestic relations</i>)
Medical Malpractice–Physicians & Surgeons	Other Coverage	Sister State Judgment
Other Professional Health Care Malpractice	Other Contract (37)	Administrative Agency Award (<i>not unpaid taxes</i>)
Other PI/PD/WD (23)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Premises Liability (e.g., slip and fall)	Other Contract Dispute	Other Enforcement of Judgment Case
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Real Property	Miscellaneous Civil Complaint
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Other Complaint (<i>not specified above</i>) (42)
Other PI/PD/WD	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Non-PI/PD/WD (Other) Tort	Writ of Possession of Real Property	Injunctive Relief Only (<i>non-harassment</i>)
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Mechanics Lien
Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08)	Quiet Title	Other Commercial Complaint Case (<i>non-tort/non-complex</i>)
Defamation (e.g., slander, libel) (13)	Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)	Other Civil Complaint (<i>non-tort/non-complex</i>)
Fraud (16)	Unlawful Detainer	Miscellaneous Civil Petition
Intellectual Property (19)	Commercial (31)	Partnership and Corporate Governance (21)
Professional Negligence (25)	Residential (32)	Other Petition (<i>not specified above</i>) (43)
Legal Malpractice	Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)	Civil Harassment
Other Professional Malpractice (<i>not medical or legal</i>)	Judicial Review	Workplace Violence
Other Non-PI/PD/WD Tort (35)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Employment	Petition Re: Arbitration Award (11)	Election Contest
Wrongful Termination (36)	Writ of Mandate (02)	Petition for Name Change
Other Employment (15)	Writ–Administrative Mandamus	Petition for Relief From Late Claim
	Writ–Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ–Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal–Labor	
	Commissioner Appeals	

COPY

SHORT TITLE Adrienne Liggins v. GMRI, INC., et al.	CASE NUMBER BC 717821
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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 2.0 in all new civil case filings in the Los Angeles Superior Court.

BY FAX

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 15-20 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. 2. May be filed in central (other county, or no bodily injury/property damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | <ol style="list-style-type: none"> 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 |
|---|---|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	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., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
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	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	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. 1., 4. 1., 3. 1., 4.

SHORT TITLE: Adrienne Liggins v. GMRI, INC., 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., 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	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	2., 5., 6.
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
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.	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	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)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Adrienne Liggins v. GMRI, INC., 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., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<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., 8.
	<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., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.		
	<input type="checkbox"/> A6100 Other Civil Petition	2., 9.	

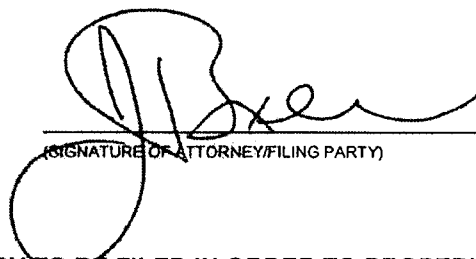
SHORT TITLE: Adrienne Liggins v. GMRI, INC., et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<p>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</p> <p><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.</p>	<p>ADDRESS: 2610 N. Sepulveda Blvd.</p>			
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; padding: 2px;">CITY: Manhattan Beach</td> <td style="width:33%; padding: 2px;">STATE: CA</td> <td style="width:33%; padding: 2px;">ZIP CODE: 90266</td> </tr> </table>	CITY: Manhattan Beach	STATE: CA	ZIP CODE: 90266	
CITY: Manhattan Beach	STATE: CA	ZIP CODE: 90266		

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 8/22/18



 (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. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
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.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

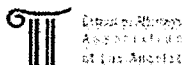


Superior Court of California
County of Los Angeles

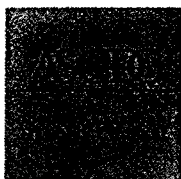


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

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

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

The parties agree that:

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

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

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

The following parties stipulate:

Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____

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: TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	STATE BAR NUMBER	Reserved for Clerk's File Stamp
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

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

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

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

The parties agree that:

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

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

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 PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.

Advantages of ADR

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

Disadvantages of ADR - ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

The Most Common Types of ADR

- **Mediation**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

- **Mediation is particularly effective** when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.
- **Mediation may not be effective** when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

- **Arbitration**

In arbitration, a neutral person called an “arbitrator” hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either “binding” or “non-binding.” Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator’s decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator’s decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

- **Mandatory Settlement Conference (MSC)**

Settlement Conferences are appropriate in any case where settlement is an option.

Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to mscdept18@lacourt.org.

Additional Information

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs (www.dca.ca.gov) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for “mediators; or “arbitrators.”

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at <http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

<http://css.lacounty.gov/programs/dispute-resolution-program-drp/>

County of Los Angeles Dispute Resolution Program
3175 West 6th Street, Room 406
Los Angeles, CA 90020-1798
TEL: (213) 738-2621
FAX: (213) 386-3995

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<small>Reserved for Clerk's File Stamp</small> CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles AUG 22 2018 Sherri R. Carter, Executive Officer/Clerk By: Rita Nazaryan, Deputy
COURTHOUSE ADDRESS: 111 North Hill Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL – CLASS ACTION/COMPLEX	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: BC717321

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
	Hon. Elihu M. Berle	6	211				
	Hon. William F. Highberger	10	10				
	Hon. John Shepard Wiley, Jr.	9	9				
	Hon. Kenneth Freeman	14	14				
	Hon. Ann Jones	11	11				
	Hon. Maren E. Nelson	17	17				
X	Hon. Carolyn B. Kuhl	12	12				
					Hon. Brian S. Currey	15	15
					*Provisional complex (non-class action) case assignment pending complex determination	14	Supervising Judge 14

Given to the Plaintiff/Cross-Complainant/Attorney of Record

SHERRI R. CARTER, Executive Officer/Clerk of Court

on **AUG 21 2018**

By RITA NAZARYAN, 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.

1 MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
2 JOSHUA D. BOXER (SBN 226712)
ROY K. SUH (SBN 283988)
3 1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
4 Telephone: (310) 531-1900
Facsimile: (310) 531-1901

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

AUG 31 2018

Sherri R. Carter, Executive Officer/Clerk
By: Rita Nazarian, Deputy

5 Attorneys for Plaintiff ADRIENNE LIGGINS
6 individually and on behalf of others similarly
7 situated and aggrieved

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

10
11 ADRIENNE LIGGINS individually and on
12 behalf of others similarly situated and
aggrieved

Case No. BC717321

[Assigned for all purposes to the Honorable
Carolyn B. Kuhl, Dept. 12]

13 Plaintiff,

14 NOTICE OF DEPOSIT OF ADVANCE
JURY FEE BY PLAINTIFF ADRIENNE
LIGGINS

14 vs.

Action Filed: August 22, 2018
Trial Date: None Set

15 GMRI, INC., a Florida corporation doing
16 business as Olive Garden Italian Restaurant;
OLIVE GARDEN HOLDINGS, LLC, a
17 Florida limited liability company; OLIVE
GARDEN, LLC, a California limited liability
18 Company; DARDEN RESTAURANTS, INC.,
a Florida corporation; OLIVE GARDEN
19 ITALIAN RESTAURANT – MANHATTAN
BEACH, an entity of unknown form; and
20 OLIVE GARDEN ITALIAN RESTAURANT
– HUNTINGTON BEACH, an entity of
21 unknown form; and DOES 1 through 50,
inclusive,

22 Defendants.
23

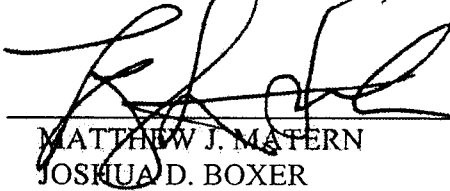
1 TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that, pursuant to California Code of Civil Procedure § 631(b),
3 Plaintiff ADRIENNE LIGGINS hereby deposits an advance jury fee in the amount of \$150.00 in the
4 above-captioned matter.

5
6 Dated: August 28, 2018

MATERN LAW GROUP, PC

7
8 By: _____


MATTHEW J. MATERN
JOSHUA D. BOXER
ROY K. SUH

Attorneys for Plaintiff ADRIENNE LIGGINS
individually and on behalf of others similarly situated
and aggrieved

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SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Copied/Scanned Copy ORIGINAL FILED Superior Court of Los Angeles Reserved for Clerk's Stamp AUG 31 2018 Sherri R. Carter, Executive Officer/Clerk By: Rita Nazaryan, Deputy
COURT ADDRESS: 312 N. Spring Street, Los Angeles, CA 90012	
PLAINTIFF: Adrienne Liggins	
DEFENDANT: GMRI, Inc. et al.	
CIVIL DEPOSIT	CASE NUMBER: BC717321

CLERK: PREPARE A FORM FOR EACH DEPOSITOR PAYING SEPARATELY

PLEASE REPORT TO THE CLERK'S OFFICE/CASHIER:

Room 102, Central Civil Clerk's Office, Room _____

Department Number 9912

	Distribution Codes	Amt Due		Distribution Codes	Amt Due
<input type="checkbox"/>	251 DAILY JURY FEES Dates: _____ # of day(s) _____ x\$ _____		<input type="checkbox"/>	74 DEPOSIT IN TRUST	
<input checked="" type="checkbox"/>	72 JURY FEES Trial Date: _____ (Initial Deposit) \$150.00		<input type="checkbox"/>	101 FIRST PAPERS- GENERAL JURISDICTION	
<input type="checkbox"/>	252 REPORTERS FEES Dates: _____ # of 1/2 day(s) _____ x\$ _____ Full Day _____		<input type="checkbox"/>	101 FIRST PAPERS-LIMITED OVER \$10,000	
			<input type="checkbox"/>	141 With declaration Limited to \$10,000 (per B&P 6322.1(a))	
			<input type="checkbox"/>	130 Limited to \$10,000	
<input type="checkbox"/>	721 SANCTIONS ORDERED ON Date: _____		<input type="checkbox"/>	211 RECLASSIFICATION FEE	
<input type="checkbox"/>	213 MOTIONS/APPLICATION TO CONT. HEARING		<input type="checkbox"/>	150 COMPLEX LITIGATION TRIAL/PLAINTIFF	
<input type="checkbox"/>	200 MOTIONS/APPLICATION TO CONT. TRIAL		<input type="checkbox"/>	151 COMPLEX LITIGATION TRIAL/DEFENDANT	
<input type="checkbox"/>	Other: _____				

To be paid via: Cash Check Certified Check/Money Order Credit Card
 On or Before _____ Forthwith

Payment will be made by Plaintiff Adrienne Liggins Defendant _____

JOHN A. CLARKE, Executive Officer/Clerk

DATE August 31, 2018

BY: _____
Deputy Clerk

TO BE COMPLETED BY DEPOSITOR	CASHIER'S VALIDATION
Depositor's Name: <u>Matern Law Group, PC</u> <input type="checkbox"/> Plaintiff in Pro Per <input type="checkbox"/> Defendant in Pro Per <input checked="" type="checkbox"/> Counsel for <input checked="" type="checkbox"/> Plaintiff <u>Adrienne Liggins</u> <small>Name of Party</small> <input type="checkbox"/> Defendant _____ <small>Name of Party</small> Address of depositor: <u>1230 Rosecrans Avenue, Suite 200</u> <small>Street</small> <u>Manhattan Beach, California 90266</u> <small>City/State/Zip</small>	_____ _____ _____

SEP 24 2018

**CORPORATE CREATIONS®**

Registered Agent • Director • Incorporation

Corporate Creations Network Inc.
11380 Prosperity Farms Road #221E, Palm Beach Gardens, FL 33410

September 25, 2018

GMRI, Inc.
Terry Carter
Darden Restaurants, Inc.
1000 Darden Center Drive
ORLANDO FL 32837

SERVICE OF PROCESS NOTICE

The following is a courtesy summary of the enclosed document(s). **ALL information should be verified by you.**

Note: Any questions regarding the substance of the matter described below, including the status or to whom or where to respond, should be directed to the person set forth in line 12 below or to the court or government agency where the matter is being heard.

Item: 2018-3020

1.	Client Entity: GMRI, Inc.	
2.	Title of Action: Adrienne Liggins Individually and on Behalf of Others Similarly Situated and Aggrieved vs. GMRI, Inc., a Florida Corporation Doing Business as Olive Garden Italian, Et al.	
3.	Document(s) Served: Summons Complex-Class Action Civil Case Cover Sheet Civil Case Cover Sheet Addendum and Statement Of Location	
4.	Court/Agency: Los Angeles County Superior Court	
5.	State Served: California	
6.	Case Number: BC717321	
7.	Case Type: Failure To Provide Required Meal Periods	
8.	Method of Service: Hand Delivered	
9.	Date Received: Friday 9/21/2018	
10.	Date to Client: Tuesday 9/25/2018	
11.	# Days When Answer Due: 30 Answer Due Date: 10/21/2018	CAUTION: Client is solely responsible for verifying the accuracy of the estimated Answer Due Date. To avoid missing a crucial deadline, we recommend immediately confirming in writing with opposing counsel that the date of service in their records matches the Date Received.
12.	SOP Sender: Matthew J. Matern (Name, Address and Phone Number) Manhattan Beach, CA 310-531-1900	
13.	Shipped to Client By: Priority Mail and Email with PDF Link	
14.	Tracking Number: Not Applicable	
15.	Handled By: 051	
16.	Notes: Also Attached: * Voluntary Efficient Litigation Stipulations * Stipulation- Early Organizational Meeting, Etc.	

NOTE: This notice and the information above is provided for general informational purposes only and should not be considered a legal opinion. The client and their legal counsel are solely responsible for reviewing the service of process and verifying the accuracy of all information. At Corporate Creations, we take pride in developing systems that effectively manage risk so our clients feel comfortable with the reliability of our service. We always deliver service of process so our clients avoid the risk of a default judgment. As registered agent, our role is to receive and forward service of process. To decrease risk for our clients, it is not our role to determine the merits of whether service of process is valid and effective. It is the role of legal counsel to assess whether service of process is invalid or defective. Registered agent services are provided by Corporate Creations Network Inc.

COPY

SUM-100

AMENDED SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

GMRI, INC., a Florida corporation doing business as Olive Garden Italian Restaurant; OLIVE GARDEN HOLDINGS, LLC, a Florida

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

ADRIENNE LIGGINS, individually and on behalf of others similarly situated and aggrieved

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

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

SEP 20 2018

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

BY FAX

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

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

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

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

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

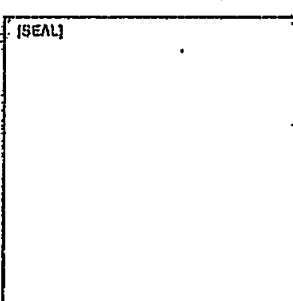
The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles Superior Court
111 North Hill Street-Central District
Los Angeles, California 90012-3014

CASE NUMBER:
(Número del Caso): BC717321

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):
Matthew J. Matern, Esq., 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266 (310) 531-1900

DATE: **SEP 20 2018** **SHERRI R. CARTER** Clerk, by **I Isaac Lovo**, 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

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
**GMRI, INC., A FLORIDA CORPORATION
DOING BUSINESS AS OLIVE GARDEN
ITALIAN RESTAURANT**
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date):

COPY

CM-010

BY FAX

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Matthew J. Matern (SBN 159798); Joshua D. Boxer (SBN 226712) MATERN LAW GROUP, PC 1230 Rosecrans Ave., Suite 200 Manhattan Beach, CA 90266 TELEPHONE NO.: (310) 531-1900 FAX NO.: (310) 531-1901 ATTORNEY FOR (Name): Plaintiff Adrienne Liggins		FOR COURT USE ONLY CONSTITUTIONAL COURT ORIGINAL FILES Superior Court of California County of Los Angeles <p style="font-size: 1.2em; text-align: center;">AUG 22 2018</p> Sherri R. Cartor, Executive Officer/Clerk By: Rita Nazaryan, 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: Central District		CASE NUMBER: <p style="font-size: 1.2em; text-align: center;">BC 717321</p> JUDGE: DEPT:
CASE NAME: Adrienne Liggins v. GMRI, INC., et al		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Complex Case Designation Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		

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

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

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICQ (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Elevation (11)
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: August 22, 2018
 Joshua D. Boxer

(TYPE OR PRINT NAME)

SIGNATURE OF PARTY OR ATTORNEY FOR PARTY

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i>	Breach of Rental/Lease	Construction Defect (10)
	Contract <i>(not unlawful detainer or wrongful eviction)</i>	Claims Involving Mass Tort (40)
	Contract/Warranty Breach—Seller	Securities Litigation (28)
	Plaintiff <i>(not fraud or negligence)</i>	Environmental/Toxic Tort (30)
	Negligent Breach of Contract/Warranty	Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41)
Other PI/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Other Breach of Contract/Warranty	Enforcement of Judgment
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Enforcement of Judgment (20)
Asbestos Property Damage	Collection Case—Seller Plaintiff	Abstract of Judgment (Out of County)
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Confession of Judgment <i>(non-domestic relations)</i>
Product Liability <i>(not asbestos or toxic/environmental)</i> (24)	Insurance Coverage <i>(not provisionally complex)</i> (18)	Sister State Judgment
Medical Malpractice (45)	Auto Subrogation	Administrative Agency Award <i>(not unpaid taxes)</i>
Medical Malpractice—Physicians & Surgeons	Other Coverage	Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Professional Health Care Malpractice	Other Contract (37)	Other Enforcement of Judgment Case
Other PI/DP/WD (23)	Contractual Fraud	Miscellaneous Civil Complaint
Premises Liability (e.g., slip and fall)	Other Contract Dispute	RICO (27)
Intentional Bodily Injury/DP/WD (e.g., assault, vandalism)	Real Property	Other Complaint <i>(not specified above)</i> (42)
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	Declaratory Relief Only
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Injunctive Relief Only <i>(non-harassment)</i>
Other PI/DP/WD	Other Real Property (e.g., quiet title) (26)	Mechanics Lien
Non-PI/DP/WD (Other) Tort	Writ of Possession of Real Property	Other Commercial Complaint Case <i>(non-tort/non-complex)</i>
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Other Civil Complaint <i>(non-tort/non-complex)</i>
Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08)	Quiet Title	Miscellaneous Civil Petition
Defamation (e.g., slander, libel) (13)	Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i>	Partnership and Corporate Governance (21)
Fraud (16)	Unlawful Detainer	Other Petition <i>(not specified above)</i> (43)
Intellectual Property (19)	Commercial (31)	Civil Harassment
Professional Negligence (25)	Residential (32)	Workplace Violence
Legal Malpractice	Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i>	Elder/Dependent Adult Abuse
Other Professional Malpractice <i>(not medical or legal)</i>	Judicial Review	Election Contest
Other Non-PI/DP/WD Tort (35)	Asset Forfeiture (05)	Petition for Name Change
Employment	Petition Re: Arbitration Award (11)	Petition for Relief From Late Claim
Wrongful Termination (36)	Writ of Mandate (02)	Other Civil Petition
Other Employment (15)	Writ—Administrative Mandamus	
	Writ—Mandamus on Limited Court Case Matter	
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor	
	Commissioner Appeals	

COPY

SHORT TITLE: Adrienne Liggins v. GMRI, INC., et al.	CASE NUMBER: BC717881
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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 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 15-20 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|--|
| <ul style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. 2. May be filed in central (other county, or no bodily injury/property damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | <ul style="list-style-type: none"> 6. Location of property of 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. |
|---|--|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	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., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
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	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1, 4
	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. 1., 4. 1., 3. 1., 4.

BY FAX

SHORT TITLE: Adrienne Liggins v. GMRI, INC., 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., 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	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	2., 5., 6.
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
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.	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
	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)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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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, 6.	
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5.	
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8. 2. 2.	
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8.	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8.	
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3.	
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8.	
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8.	
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8.	
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8.	
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 9.	
		<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"/> 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, 8.	
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8.	
		Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8.
		<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, 9.	
<input type="checkbox"/> A6190 Election Contest	2.			
<input type="checkbox"/> A6110 Petition for Change of Name	2, 7.			
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 4, 8.			
<input type="checkbox"/> A6100 Other Civil Petition	2, 9.			

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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <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.		ADDRESS: 2610 N. Sepulveda Blvd.
CITY: Manhattan Beach	STATE: CA	ZIP CODE: 90266

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subs. (b), (c) and (d)].

Dated: 8/22/18


 (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. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
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.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

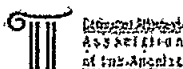


Superior Court of California
County of Los Angeles

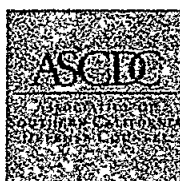


Los Angeles County
Bar Association
Litigation Section

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.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
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: TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	STATE BAR NUMBER 	Reserved for Clerk's File Stamp
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

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

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

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

The parties agree that:

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

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

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 PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.

Advantages of ADR

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

Disadvantages of ADR - ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

The Most Common Types of ADR

- **Mediation**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

- **Mediation is particularly effective** when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.
- **Mediation may not be effective** when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

▪ **Arbitration**

In arbitration, a neutral person called an “arbitrator” hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either “binding” or “non-binding.” Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator’s decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator’s decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

▪ **Mandatory Settlement Conference (MSC)**

Settlement Conferences are appropriate in any case where settlement is an option.

Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to mscdept18@lacourt.org.

Additional Information

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs (www.dca.ca.gov) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for "mediators; or "arbitrators."

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at:
<http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

<http://css.lacounty.gov/programs/dispute-resolution-program-drp/>

County of Los Angeles Dispute Resolution Program
3175 West 6th Street, Room 406
Los Angeles, CA 90020-1798
TEL: (213) 738-2621
FAX: (213) 386-3995

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.

1 MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
2 JOSHUA D. BOXER (SBN 226712)
ROY K. SUH (SBN 283988)
3 1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
4 Telephone: (310) 531-1900
Facsimile: (310) 531-1901
5

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

AUG 31 2018

Sherri R. Carter, Executive Officer/Clerk
By: Rita Nazarian, Deputy

6 Attorneys for Plaintiff ADRIENNE LIGGINS
individually and on behalf of others similarly
situated and aggrieved
7

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

10
11 ADRIENNE LIGGINS individually and on
behalf of others similarly situated and
12 aggrieved

Case No. BC717321

[Assigned for all purposes to the Honorable
Carolyn B. Kuhl, Dept. 12]

13 Plaintiff,

NOTICE OF DEPOSIT OF ADVANCE
JURY FEE BY PLAINTIFF ADRIENNE
LIGGINS

14 vs.

Action Filed: August 22, 2018
Trial Date: None Set

15 GMRI, INC., a Florida corporation doing
business as Olive Garden Italian Restaurant;
16 OLIVE GARDEN HOLDINGS, LLC, a
Florida limited liability company; OLIVE
17 GARDEN, LLC, a California limited liability
Company; DARDEN RESTAURANTS, INC.,
18 a Florida corporation; OLIVE GARDEN
ITALIAN RESTAURANT – MANHATTAN
19 BEACH, an entity of unknown form; and
OLIVE GARDEN ITALIAN RESTAURANT
20 – HUNTINGTON BEACH, an entity of
unknown form; and DOES 1 through 50,
21 inclusive,

22 Defendants.
23
24
25
26
27
28

1 TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that, pursuant to California Code of Civil Procedure § 631(b),
3 Plaintiff ADRIENNE LIGGINS hereby deposits an advance jury fee in the amount of \$150.00 in the
4 above-captioned matter.

5

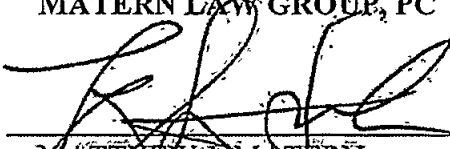
6 Dated: August 28, 2018

MATERN LAW GROUP, PC

7

8

By: _____



9

MATTHEW J. MATERN

10

JOSHUA D. BOXER

11

ROY K. SUH

12

Attorneys for Plaintiff ADRIENNE LIGGINS
individually and on behalf of others similarly situated
and aggrieved

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ORIGINAL FILED
 Superior Court of California
 County of Los Angeles

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		AUG 31 2018 Sherri R. Carter, Executive Officer/Clerk By: Rita Nazarvan, Deputy
COURT ADDRESS: 312 N. Spring Street, Los Angeles, CA 90012		
PLAINTIFF: Adrienne Liggins		
DEFENDANT: GMRI, Inc. et al.		
CIVIL DEPOSIT		CASE NUMBER: BC717321

CLERK: PREPARE A FORM FOR EACH DEPOSITOR PAYING SEPARATELY

PLEASE REPORT TO THE CLERK'S OFFICE/CASHIER:

Room 102, Central Civil Clerk's Office, Room _____ Department Number: 9512

Distribution Codes		Amt Due	Distribution Codes		Amt Due
<input type="checkbox"/>	251 DAILY JURY FEES Dates: _____ # of day(s) _____ x\$ _____		<input type="checkbox"/>	74 DEPOSIT IN TRUST	
<input checked="" type="checkbox"/>	72 JURY FEES Trial Date: _____ (Initial Deposit) \$150.00		<input type="checkbox"/>	101 FIRST PAPERS- GENERAL JURISDICTION	
<input type="checkbox"/>	252 REPORTERS FEES Dates: _____ # of 1/2 day(s) _____ x\$ _____ Full Day _____		<input type="checkbox"/>	101 FIRST PAPERS-LIMITED OVER \$10,000	
<input type="checkbox"/>	721 SANCTIONS ORDERED ON Date: _____		<input type="checkbox"/>	141 With declaration Limited to \$10,000 (per B&P 6322.1(a))	
<input type="checkbox"/>	213 MOTIONS/APPLICATION TO CONT. HEARING		<input type="checkbox"/>	130 Limited to \$10,000	
<input type="checkbox"/>	200 MOTIONS/APPLICATION TO CONT. TRIAL		<input type="checkbox"/>	211 RECLASSIFICATION FEE	
<input type="checkbox"/>	Other: _____		<input type="checkbox"/>	150 COMPLEX LITIGATION TRIAL/PLAINTIFF	
<input type="checkbox"/>			<input type="checkbox"/>	151 COMPLEX LITIGATION TRIAL/DEFENDANT	

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

On or Before _____ Forthwith

Payment will be made by Plaintiff Adrienne Liggins Defendant _____

JOHN A. CLARKE, Executive Officer/Clerk

DATE August 31, 2018

BY: _____
Deputy Clerk

TO BE COMPLETED BY DEPOSITOR	CASHIER'S VALIDATION
Depositor's Name: <u>Matern Law Group, PC</u> <input type="checkbox"/> Plaintiff in Pro Per <input type="checkbox"/> Defendant in Pro Per <input checked="" type="checkbox"/> Counsel for <input checked="" type="checkbox"/> Plaintiff <u>Adrienne Liggins</u> <small>Name of Party</small> <input type="checkbox"/> Defendant _____ <small>Name of Party</small> Address of depositor: <u>1230 Rosecrans Avenue, Suite 200</u> <small>Street</small> <u>Manhattan Beach, California 90266</u> <small>City/State/Zip</small>	

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

CIVIL DEPOSIT
Distribution: Original - Case File Copy-Customer

SEP 21 2018



Corporate Creations Network Inc.
 11380 Prosperity Farms Road #221E, Palm Beach Gardens, FL 33410

September 25, 2018

Olive Garden Holdings, LLC
 Terry Carter
 Darden Restaurants, Inc.
 1000 Darden Center Drive
 ORLANDO FL 32837

SERVICE OF PROCESS NOTICE

The following is a courtesy summary of the enclosed document(s). **ALL information should be verified by you.**

Note: Any questions regarding the substance of the matter described below, including the status or to whom or where to respond, should be directed to the person set forth in line 12 below or to the court or government agency where the matter is being heard.

Item: 2018-3019

1.	Client Entity: Olive Garden Holdings, LLC	
2.	Title of Action: Adrienne Liggins Individually and on Behalf of Others Similarly Situated and Aggrieved vs. GMRI, Inc., a Florida Corporation Doing Business as Olive Garden Italian, Et al.	
3.	Document(s) Served: Summons Complex-Class Action Civil Case Cover Sheet Civil Case Cover Sheet Addendum and Statement Of Location	
4.	Court/Agency: Los Angeles County Superior Court	
5.	State Served: California	
6.	Case Number: BC717321	
7.	Case Type: Failure To Provide Required Meal Periods	
8.	Method of Service: Hand Delivered	
9.	Date Received: Friday 9/21/2018	
10.	Date to Client: Tuesday 9/25/2018	
11.	# Days When Answer Due: 30 Answer Due Date: 10/21/2018	CAUTION: Client is solely responsible for verifying the accuracy of the estimated Answer Due Date. To avoid missing a crucial deadline, we recommend immediately confirming in writing with opposing counsel that the date of service in their records matches the Date Received.
12.	SOP Sender: Matthew J. Matern <small>(Name, Address and Phone Number)</small> Manhattan Beach, CA 310-531-1900	
13.	Shipped to Client By: Priority Mail and Email with PDF Link	
14.	Tracking Number: Not Applicable	
15.	Handled By: 051	
16.	Notes: Also Attached: * Voluntary Efficient Litigation Stipulations * Stipulation- Early Organizational Meeting, Etc.	
<p>NOTE: This notice and the information above is provided for general informational purposes only and should not be considered a legal opinion. The client and their legal counsel are solely responsible for reviewing the service of process and verifying the accuracy of all information. At Corporate Creations, we take pride in developing systems that effectively manage risk so our clients feel comfortable with the reliability of our service. We always deliver service of process so our clients avoid the risk of a default judgment. As registered agent, our role is to receive and forward service of process. To decrease risk for our clients, it is not our role to determine the merits of whether service of process is valid and effective. It is the role of legal counsel to assess whether service of process is invalid or defective. Registered agent services are provided by Corporate Creations Network Inc.</p>		

COPY

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Matthew J. Matern (SBN 159798); Joshua D. Boxer (SBN 226712) MATERN LAW GROUP, PC 1230 Rosecrans Ave., Suite 200 Manhattan Beach, CA 90266 TELEPHONE NO.: (310) 531-1900 FAX NO.: (310) 531-1901 ATTORNEY FOR (Name): Plaintiff Adrienne Liggins		FOR COURT USE ONLY COMPTON COUNTY ORIGINAL FILED Superior Court of California County of Los Angeles AUG 22 2018 Sherri R. Carter, Executive Officer/Clerk By: Rita Nazaryan, 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: Central District		
CASE NAME: Adrienne Liggins v. GMRI, INC., et al		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: BC717321		JUDGE: DEPT:

BY FAX

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

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

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

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input checked="" type="checkbox"/> Large number of witnesses
b. <input 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): Eleven (11)

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: August 22, 2018
 Joshua D. Boxer

(TYPE OR PRINT NAME)

SIGNATURE OF PARTY OR ATTORNEY FOR PARTY

NOTICE

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

Page 1 of 2

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)	Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	Construction Defect (10)
Other PII/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)	Claims Involving Mass Tort (40)
Asbestos (04)	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Asbestos Property Damage	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos Personal Injury/Wrongful Death	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Product Liability (not asbestos or toxic/environmental) (24)	Collection Case—Seller Plaintiff	Enforcement of Judgment
Medical Malpractice (45)	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Medical Malpractice—Physicians & Surgeons	Insurance Coverage (not provisionally complex) (18)	Abstract of Judgment (Out of County)
Other Professional Health Care Malpractice	Auto Subrogation	Confession of Judgment (non-domestic relations)
Other PII/PD/WD (23)	Other Coverage	Sister State Judgment
Premises Liability (e.g., slip and fall)	Other Contract (37)	Administrative Agency Award (not unpaid taxes)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Intentional Infliction of Emotional Distress	Other Contract Dispute	Other Enforcement of Judgment Case
Negligent Infliction of Emotional Distress	Real Property	Miscellaneous Civil Complaint
Other PII/PD/WD	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Non-PII/PD/WD (Other) Tort	Wrongful Eviction (33)	Other Complaint (not specified above) (42)
Business Tort/Unfair Business Practice (07)	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Writ of Possession of Real Property	Injunctive Relief Only (non-harassment)
Defamation (e.g., slander, libel) (13)	Mortgage Foreclosure	Mechanics Lien
Fraud (16)	Quiet Title	Other Commercial Complaint Case (non-tort/non-complex)
Intellectual Property (19)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Other Civil Complaint (non-tort/non-complex)
Professional Negligence (25)	Unlawful Detainer	Miscellaneous Civil Petition
Legal Malpractice	Commercial (31)	Partnership and Corporate Governance (21)
Other Professional Malpractice (not medical or legal)	Residential (32)	Other Petition (not specified above) (43)
Other Non-PII/PD/WD Tort (35)	Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Civil Harassment
Employment	Judicial Review	Workplace Violence
Wrongful Termination (36)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Other Employment (15)	Petition Re: Arbitration Award (11)	Election Contest
	Writ of Mandate (02)	Petition for Name Change
	Writ—Administrative Mandamus	Petition for Relief From Late Claim
	Writ—Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor	
	Commissioner Appeals	

COPY

SHORT TITLE: Adrienne Liggins v. GMRI, INC., et al.	CASE NUMBER: BC717821
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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 2.0 in all new civil case filings in the Los Angeles Superior Court.

BY FAX

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 15-20 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
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. |
|---|--|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	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., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
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	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1, 4
	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. 1., 4. 1., 3. 1., 4.

SHORT TITLE: Adrienne Liggins v. GMRI, INC., 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, 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	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	2, 5, 6. 2, 5.
	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 <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5. 1, 2, 3, 8.
	Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____
Wrongful Eviction (33)		<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6.
Other Real Property (26)		<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6. 2, 6. 2, 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2, 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2, 6.
	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6.

SHORT TITLE: Adrienne Liggins v. GMRI, INC., 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., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<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., 8.
<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., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
<input type="checkbox"/> A6110 Petition for Change of Name		2., 7.	
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.		
<input type="checkbox"/> A6100 Other Civil Petition	2., 9.		

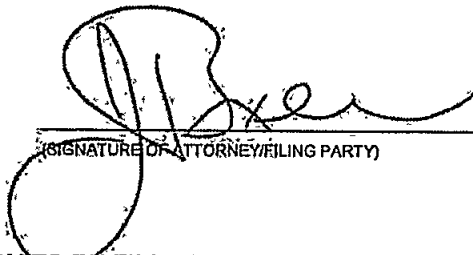
SHORT TITLE: Adrienne Liggins v. GMRI, INC., et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<p>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</p> <p><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.</p>	<p>ADDRESS: 2610 N. Sepulveda Blvd.</p>	
CITY: Manhattan Beach	STATE: CA	ZIP CODE: 90266

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 8/22/18



 (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. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
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.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

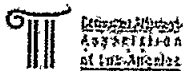


Superior Court of California
County of Los Angeles

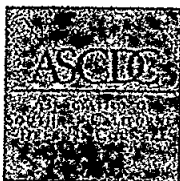


Los Angeles County
Bar Association
Litigation Section

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)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	(ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	(ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	(ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	>	_____
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: TELEPHONE NO.: _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	STATE BAR NUMBER: _____	Reserved for Clerk's File Stamp
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: _____ (TYPE OR PRINT NAME)	Y	_____
Date: _____ (TYPE OR PRINT NAME)	Y	(ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	Y	_____
Date: _____ (TYPE OR PRINT NAME)	Y	(ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	Y	_____
Date: _____ (TYPE OR PRINT NAME)	Y	(ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	Y	_____
Date: _____ (TYPE OR PRINT NAME)	Y	(ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	Y	_____
Date: _____ (TYPE OR PRINT NAME)	Y	(ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	Y	_____
Date: _____ (TYPE OR PRINT NAME)	Y	(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

Superior Court of California County of Los Angeles



ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.

Advantages of ADR

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

Disadvantages of ADR - ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

The Most Common Types of ADR

- **Mediation**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

- **Mediation is particularly effective** when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.
- **Mediation may not be effective** when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

- **Arbitration**

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either "binding" or "non-binding." Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator's decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

- **Mandatory Settlement Conference (MSC)**

Settlement Conferences are appropriate in any case where settlement is an option.

Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to mscdept18@lacourt.org.

Additional Information

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs (www.dca.ca.gov) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for "mediators; or "arbitrators."

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at <http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

<http://css.lacounty.gov/programs/dispute-resolution-program-drp/>

County of Los Angeles Dispute Resolution Program
3175 West 6th Street, Room 406
Los Angeles, CA 90020-1798
TEL: (213) 738-2621
FAX: (213) 386-3995

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<small>Reserved for Clerk's File Stamp</small> CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles AUG 22 2018 Sherri R. Carter, Executive Officer/Clerk By: Rita Nazaryan, Deputy
COURTHOUSE ADDRESS: 111 North Hill Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL – CLASS ACTION/COMPLEX	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: BC717321

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
	Hon. Elihu M. Berle	6	211				
	Hon. William F. Highberger	10	10				
	Hon. John Shepard Wiley, Jr.	9	9				
	Hon. Kenneth Freeman	14	14				
	Hon. Ann Jones	11	11				
	Hon. Maren E. Nelson	17	17				
X	Hon. Carolyn B. Kuhl	12	12				
					Hon. Brian S. Currey	15	15
					*Provisional complex (non-class action) case assignment pending complex determination	14	Supervising Judge 14

Given to the Plaintiff/Cross-Complainant/Attorney of Record

SHERRI R. CARTER, Executive Officer/Clerk of Court

on **AUG 21 2018**

By RITA NAZARYAN, 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.

1 MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
2 JOSHUA D. BOXER (SBN 226712)
ROY K. SUH (SBN 283988)
3 1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
4 Telephone: (310) 531-1900
Facsimile: (310) 531-1901
5

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

AUG 31 2018

Sherri R. Carter, Executive Officer/Clerk
By: Rita Nezarwan Deputy

6 Attorneys for Plaintiff ADRIENNE LIGGINS
individually and on behalf of others similarly
7 situated and aggrieved

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

10
11 ADRIENNE LIGGINS individually and on
12 behalf of others similarly situated and
aggrieved

Case No. BC717321

[Assigned for all purposes to the Honorable
Carolyn B. Kuhl, Dept. 12]

13 Plaintiff,

NOTICE OF DEPOSIT OF ADVANCE
JURY FEE BY PLAINTIFF ADRIENNE
LIGGINS

14 vs.

Action Filed: August 22, 2018
Trial Date: None Set

15 GMRI, INC., a Florida corporation doing
business as Olive Garden Italian Restaurant;
16 OLIVE GARDEN HOLDINGS, LLC, a
Florida limited liability company; OLIVE
17 GARDEN, LLC, a California limited liability
Company; DARDEN RESTAURANTS, INC.,
18 a Florida corporation; OLIVE GARDEN
ITALIAN RESTAURANT – MANHATTAN
19 BEACH, an entity of unknown form; and
OLIVE GARDEN ITALIAN RESTAURANT
20 – HUNTINGTON BEACH, an entity of
unknown form; and DOES 1 through 50,
21 inclusive,

22 Defendants.
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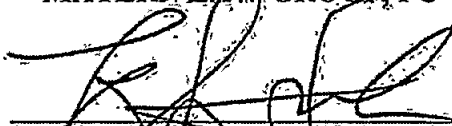
1 TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that, pursuant to California Code of Civil Procedure § 631(b),
3 Plaintiff ADRIENNE LIGGINS hereby deposits an advance jury fee in the amount of \$150.00 in the
4 above-captioned matter.

5
6 Dated: August 28, 2018

MATERN LAW GROUP, PC

7
8 By:



MATTHEW J. MATERN

JOSHUA D. BOXER

ROY K. SUH

9 Attorneys for Plaintiff ADRIENNE LIGGINS
10 individually and on behalf of others similarly situated
11 and aggrieved
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ORIGINAL FILED

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Superior Reserved for Clerk's Stamp County of Los Angeles AUG 31 2018 Sherri R. Carter, Executive Officer/Clerk By: Rita Nazaryan, Deputy
COURT ADDRESS: 312 N. Spring Street, Los Angeles, CA 90012	
PLAINTIFF: Adrienne Liggins	
DEFENDANT: GMRI, Inc. et.al.	
CIVIL DEPOSIT	CASE NUMBER: BC717321

CLERK: PREPARE A FORM FOR EACH DEPOSITOR PAYING SEPARATELY

PLEASE REPORT TO THE CLERK'S OFFICE/CASHIER:

Room 102, Central Civil
 Clerk's Office, Room _____
 Department Number 9512

Distribution Codes		Amt Due	Distribution Codes		Amt Due
<input type="checkbox"/>	251 DAILY JURY FEES Dates: _____ # of day(s) _____ x\$ _____		<input type="checkbox"/>	74 DEPOSIT IN TRUST	
<input checked="" type="checkbox"/>	72 JURY FEES Trial Date: _____ (Initial Deposit) \$150.00		<input type="checkbox"/>	101 FIRST PAPERS- GENERAL JURISDICTION	
<input type="checkbox"/>	252 REPORTERS FEES Dates: _____ # of 1/2 day(s) _____ x\$ _____ Full Day _____		<input type="checkbox"/>	101 FIRST PAPERS-LIMITED OVER \$10,000	
<input type="checkbox"/>	721 SANCTIONS ORDERED ON Date: _____		<input type="checkbox"/>	141 With declaration Limited to \$10,000 (per B&P 6322.1(a))	
<input type="checkbox"/>	213 MOTIONS/APPLICATION TO CONT. HEARING		<input type="checkbox"/>	130 Limited to \$10,000	
<input type="checkbox"/>	200 MOTIONS/APPLICATION TO CONT. TRIAL		<input type="checkbox"/>	211 RECLASSIFICATION FEE	
<input type="checkbox"/>	Other: _____		<input type="checkbox"/>	150 COMPLEX LITIGATION TRIAL/PLAINTIFF	
<input type="checkbox"/>			<input type="checkbox"/>	151 COMPLEX LITIGATION TRIAL/DEFENDANT	

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

On or Before _____ Forthwith

Payment will be made by Plaintiff Adrienne Liggins Defendant _____

JOHN A. CLARKE, Executive Officer/Clerk

DATE August 31, 2018

BY: _____
Deputy Clerk

TO BE COMPLETED BY DEPOSITOR Depositor's Name: <u>Matern Law Group, PC</u> <input type="checkbox"/> Plaintiff in Pro Per <input type="checkbox"/> Defendant in Pro Per <input checked="" type="checkbox"/> Counsel for <input checked="" type="checkbox"/> Plaintiff <u>Adrienne Liggins</u> <small>Name of Party</small> <input type="checkbox"/> Defendant _____ <small>Name of Party</small> Address of depositor <u>1230 Rosecrans Avenue, Suite 200</u> <small>Street</small> <u>Manhattan Beach, California 90266</u> <small>City/State/zip</small>	CASHIER'S VALIDATION
---	----------------------

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

CIVIL DEPOSIT
Distribution: Original - Case File Copy-Customer

SEP 21 2018



Corporate Creations Network Inc.
11380 Prosperity Farms Road #221E, Palm Beach Gardens, FL 33410

September 24, 2018

Darden Restaurants, Inc.
Terry Carter
Darden Restaurants, Inc.
1000 Darden Center Drive
ORLANDO FL 32837

SERVICE OF PROCESS NOTICE

The following is a courtesy summary of the enclosed document(s). **ALL information should be verified by you.**

Note: Any questions regarding the substance of the matter described below, including the status or to whom or where to respond, should be directed to the person set forth in line 12 below or to the court or government agency where the matter is being heard.

Item: 2018-3014

1.	Client Entity: Darden Restaurants, Inc.	
2.	Title of Action: Adrienne Liggins vs. GMRI, Inc.; Olive Garden Holdings, LLC; et al.	
3.	Document(s) Served: Summons Complex - Class Action Civil Case Cover Sheet Civil Case Cover Sheet Addendum and Statement of Location	
4.	Court/Agency: Los Angeles County Superior Court, California	
5.	State Served: Florida	
6.	Case Number: BC717321	
7.	Case Type: Labor Code Violations	
8.	Method of Service: Certified Mail	
9.	Date Received: Monday 9/24/2018	
10.	Date to Client: Monday 9/24/2018	
11.	# Days When Answer Due: 30 Answer Due Date: 10/24/2018	CAUTION: Client is solely responsible for verifying the accuracy of the estimated Answer Due Date. To avoid missing a crucial deadline, we recommend immediately confirming in writing with opposing counsel that the date of service in their records matches the Date Received.
12.	SOP Sender: Matern Law Group, PC (Name, Address and Phone Number) Manhattan Beach, CA (310) 531-1900	
13.	Shipped to Client By: Priority Mail and Email with PDF Link	
14.	Tracking Number: Not Applicable	
15.	Handled By: 101	
16.	Notes: Also Attached: *Voluntary Efficient Litigation Stipulations, *Stipulation - Early Organizational Meeting, *Stipulation - Discovery Resolution, etc.	
<p>NOTE: This notice and the information above is provided for general informational purposes only and should not be considered a legal opinion. The client and their legal counsel are solely responsible for reviewing the service of process and verifying the accuracy of all information. At Corporate Creations, we take pride in developing systems that effectively manage risk so our clients feel comfortable with the reliability of our service. We always deliver service of process so our clients avoid the risk of a default judgment. As registered agent, our role is to receive and forward service of process. To decrease risk for our clients, it is not our role to determine the merits of whether service of process is valid and effective. It is the role of legal counsel to assess whether service of process is invalid or defective. Registered agent services are provided by Corporate Creations Network Inc.</p>		

COPY

SUM-100

SUMMONS BY FAX (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

GMRI, INC., a Florida corporation doing business as Olive Garden Italian Restaurant; OLIVE GARDEN Holdings, LLL, a Florida limited

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

ADRIENNE LIGGINS, individually and on behalf of others similarly situated and aggrieved

FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE) ORIGINAL FILED Superior Court of California County of Los Angeles AUG 22 2018 Sherri R. Carter, Executive Officer/Clerk By: Rita Nazaryan, 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 le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia. Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: (El nombre y dirección de la corte es): Los Angeles Superior Court 111 North Hill Street-Central District Los Angeles, California 90012-3014

CASE NUMBER (Número del Caso): BC717321

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): Matthew J. Matern, Esq., 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266 (310) 531-1900

DATE: (Fecha) AUG 21 2018 Clerk, by SHERRI R. CARTER (Secretario) RITA NAZARYAN, Deputy (Adjunto)

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



- 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. [X] on behalf of (specify): Darden Restaurants, Inc., a Florida 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)

SUM-200(A)

SHORT TITLE: Adrienne Liggins v. GMRI, INC. et al	CASE NUMBER:
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INSTRUCTIONS FOR USE

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

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

Plaintiff
 Defendant
 Cross-Complainant
 Cross-Defendant

liability company; OLIVE GARDEN, LLC, a California limited liability Company; DARDEN RESTAURANTS, INC., a Florida corporation; OLIVE GARDEN ITALIAN RESTAURANT – MANHATTAN BEACH, an entity of unknown form; and OLIVE GARDEN ITALIAN RESTAURANT – HUNTINGTON BEACH, an entity of unknown form; and DOES 1 through 50, inclusive,

COPY

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

AUG 22 2018

Sherri H. Carter, Executive Officer/Clerk
By: Rita Nazaryan, Deputy

1 Matthew J. Matern (SBN 159798)
Joshua D. Boxer (SBN 226712)
2 Roy K. Suh (SBN 283988)
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5 Attorneys for Plaintiff ADRIENNE LIGGINS
6 individually and on behalf of others similarly
situated and aggrieved

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

10 ADRIENNE LIGGINS individually and on behalf
of others similarly situated and aggrieved

11 Plaintiff,

12 v.

13 GMRI, INC., a Florida corporation doing business
14 as Olive Garden Italian Restaurant; OLIVE
GARDEN HOLDINGS, LLC, a Florida limited
15 liability company; OLIVE GARDEN, LLC, a
California limited liability Company; DARDEN
16 RESTAURANTS, INC., a Florida corporation;
OLIVE GARDEN ITALIAN RESTAURANT –
17 MANHATTAN BEACH, an entity of unknown
form; and OLIVE GARDEN ITALIAN
18 RESTAURANT – HUNTINGTON BEACH, an
entity of unknown form; and DOES 1 through 50,
19 inclusive,

20 Defendants

) CASE NO.:

) **COMPLEX – CLASS ACTION**

-) 1. Failure to Provide Required Meal Periods
-) 2. Failure to Provide Required Rest Periods
-) 3. Failure to Pay Overtime Wages
-) 4. Failure to Pay Minimum Wages
-) 5. Failure to Timely Pay Wages
-) 6. Failure to Pay All Wages Due to Discharged
and Quitting Employees
-) 7. Failure to Furnish Accurate Itemized Wage
Statements
-) 8. Failure to Maintain Required Records
-) 9. Failure to Indemnify Employees for Necessary
Expenditures Incurred in Discharge of Duties
-) 10. Unfair and Unlawful Business Practices

) **REPRESENTATIVE ACTION**

-) 11. Penalties under the Labor Code Private
Attorneys General Act

) **DEMAND FOR JURY TRIAL**

BY FAX

MAILED 10/18/18
10/18/18
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO

1 **NATURE OF ACTION**

2 1. PLAINTIFF ADRIENNE LIGGINS (“PLAINTIFF”), bring this class action and
3 representative action case on behalf of herself and all others similarly situated and aggrieved current and
4 former non-exempt employees, who worked in the State of California for defendants GMRI, INC., a
5 Florida corporation doing business as The Olive Garden; OLIVE GARDEN HOLDINGS, LLC, a
6 Florida limited liability company; OLIVE GARDEN, LLC, a California limited liability company;
7 DARDEN RESTAURANTS, INC., a Florida corporation; OLIVE GARDEN ITALIAN
8 RESTAURANT – MANHATTAN BEACH, an entity of unknown form; and OLIVE GARDEN
9 ITALIAN RESTAURANT – HUNTINGTON BEACH, an entity of unknown form, and DOES 1
10 through 50 inclusive (collectively, “DEFENDANTS”), against DEFENDANTS to remedy
11 DEFENDANTS’ illegal wage payment policies and practices during the relevant statutory periods, for
12 which PLAINTIFF seeks damages, restitution, penalties, injunctive relief, interest, attorneys’ fees and
13 costs, and all other legal and equitable remedies deemed just and proper under California law.

14 **JURISDICTION AND VENUE**

15 2. The Superior Court of the State of California has jurisdiction in this matter because, at all
16 relevant times, PLAINTIFF is a resident of the State of California and PLAINTIFF is informed and
17 believes that some of the DEFENDANTS are qualified to do business in California and that all
18 DEFENDANTS regularly conduct business in California. Furthermore, no federal question is at issue
19 because PLAINTIFF’S claims are based solely on California law.

20 3. Venue is proper in this judicial district and the County of Los Angeles, California
21 because PLAINTIFF and persons similarly situated and aggrieved performed work for DEFENDANTS
22 in the County of Los Angeles, DEFENDANTS maintain offices and facilities and transact business in
23 the County of Los Angeles, and because DEFENDANTS’ illegal payroll policies and practices which
24 are the subject of this action were applied to PLAINTIFF and other persons similarly situated and
25 aggrieved, in the County of Los Angeles.

26 **PLAINTIFF AND CLASS MEMBERS**

27 4. PLAINTIFF, at all time relevant to this action, was a resident of the State of California
28 and an employee of DEFENDANTS. DEFENDANTS employed PLAINTIFF from around January 2016

1 to around May 2016 in Manhattan Beach, California and then from around April 2017 to mid-2017 in
2 Huntington Beach, California.

3 5. PLAINTIFF, on behalf of herself and other similarly situated and aggrieved current and
4 former non-exempt employees of DEFENDANTS in the State of California at any time during the four
5 (4) years preceding the filing of this action, and continuing while this action is pending, bring this class
6 and representative action to recover, among other things: wages and penalties from unpaid wages earned
7 and due, including, but not limited to, unpaid minimum wages, unpaid and illegally calculated overtime
8 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and
9 quitting employees, failure to indemnify employees for necessary expenditures and/or losses incurred in
10 discharging their duties, failure to provide accurate itemized wage statements, failure to maintain
11 required records, and interest, attorneys' fees, costs, and expenses.

12 6. PLAINTIFF brings this action on behalf of themselves and the following similarly
13 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt employees of
14 DEFENDANTS in the State of California at any time within the period beginning four (4) years prior to
15 the filing of this action and until the time it settles or proceeds to final judgment (the "CLASS
16 PERIOD").

17 7. PLAINTIFF reserves the right to name additional class representatives.

18 **DEFENDANTS**

19 8. PLAINTIFF is informed and believes, and thereon alleges, that defendant GMRI, INC.
20 ("DEFENDANT GMRI, INC.") is, and at all times relevant to this action was, a limited liability
21 company organized and existing under the laws of the State of Florida. PLAINTIFF is further informed,
22 believes and thereon alleges that, at all relevant times, the State of California authorized DEFENDANT
23 GMRI, INC. to conduct and that DEFENDANT GMRI, INC. did conduct business in California under
24 California entity number: C0753219, doing business as The Olive Garden.

25 9. PLAINTIFF is informed and believes, and thereon alleges, that defendant OLIVE
26 GARDEN HOLDINGS, LLC ("DEFENDANT OLIVE GARDEN HOLDINGS, LLC") is, and at all
27 times relevant to this action was, a limited liability company organized and existing under the laws of
28 the State of Florida. PLAINTIFF is further informed, believes and thereon alleges that, at all relevant

1 times, the State of California authorized DEFENDANT OLIVE GARDEN HOLDINGS, LLC to
2 conduct and that DEFENDANT OLIVE GARDEN HOLDINGS, LLC did conduct business in
3 California under California entity number: 201605010264.

4 10. PLAINTIFF is informed and believes, and thereon alleges, that defendant OLIVE
5 GARDEN, LLC (“DEFENDANT OLIVE GARDEN, LLC”) is, and at all times relevant to this action
6 was, a limited liability company organized and existing under the laws of the State of California.
7 PLAINTIFF is further informed, believes and thereon alleges that, at all relevant times, the State of
8 California authorized DEFENDANT OLIVE GARDEN, LLC to conduct and that DEFENDANT
9 OLIVE GARDEN, LLC did conduct business in California under California entity number:
10 201719110379.

11 11. PLAINTIFF is informed and believes, and thereon alleges, that defendant DARDEN
12 RESTAURANTS, INC. (“DEFENDANT DARDEN RESTAURANTS, INC.”) is, and at all times
13 relevant to this action was, a corporation organized and existing under the laws of the State of Florida
14 with a Florida Divisions of Corporations File Number: P95000025580. PLAINTIFF is further informed
15 and believes, and thereon alleges, that the State of California may not have authorized DEFENDANT
16 DARDEN RESTAURANTS, INC., and at all times relevant to this action, to conduct business in the
17 State of California.

18 12. PLAINTIFF is informed and believes, and thereon alleges, that defendant OLIVE
19 GARDEN ITALIAN RESTAURANT – MANHATTAN BEACH (“DEFENDANT OLIVE GARDEN
20 ITALIAN RESTAURANT – MANHATTAN BEACH”) is, and at all times relevant to this action was, a
21 an entity of unknown form and unknown jurisdiction. PLAINTIFF is further informed and believes, and
22 thereon alleges, that the State of California may not have authorized DEFENDANT OLIVE GARDEN
23 ITALIAN RESTAURANT – MANHATTAN BEACH and at all times relevant to this action, to conduct
24 business in the State of California including at its 2610 North Sepulveda Boulevard, Manhattan Beach,
25 California 90266 location.

26 13. PLAINTIFF is informed and believes, and thereon alleges, that defendant OLIVE
27 GARDEN ITALIAN RESTAURANT – HUNTINGTON BEACH (“DEFENDANT OLIVE GARDEN
28 ITALIAN RESTAURANT – HUNTINGTON BEACH”) is, and at all times relevant to this action was,

1 a an entity of unknown form and unknown jurisdiction. PLAINTIFF is further informed and believes,
2 and thereon alleges, that the State of California may not have authorized DEFENDANT OLIVE
3 GARDEN ITALIAN RESTAURANT – HUNTINGTON BEACH and at all times relevant to this
4 action, to conduct business in the State of California including at its 16811 Beach Boulevard,
5 Huntington Beach, California 92647 location.

6 14. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
7 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious names.
8 PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated as a DOE is
9 in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF'S and
10 CLASS MEMBERS' injuries and damages, as alleged herein, were proximately caused by the conduct
11 of such DOE defendants. PLAINTIFF will seek leave of court to amend this Complaint to allege the true
12 names and capacities of such DOE defendants when ascertained.

13 15. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, at all
14 times relevant to this action, committed acts and omissions in concert with each other. PLAINTIFF is
15 informed and believes, and thereon alleges, that at all times relevant hereto, DEFENDANTS were the
16 joint employers, alter egos, divisions, affiliates, integrated enterprises, subsidiaries, parents, principals,
17 sisters, related entities, co-conspirators, agents, partners, joint venturers, servants, joint enterprisers,
18 and/or guarantors, actual or ostensible, of each other. PLAINTIFF is informed and believes, and thereon
19 alleges, that each of the DEFENDANTS was completely dominated by his, her or its co-defendant and
20 had authority, actual or ostensible, to perform the actions alleged herein, unless alleged otherwise.

21 16. PLAINTIFF is informed and believes, and thereon alleges, that to the extent that certain
22 actions and omissions were perpetrated by certain DEFENDANTS, the remaining DEFENDANTS
23 condoned, authorized, and ratified such acts and omissions. Accordingly, whenever PLAINTIFF alleges
24 that any of the DEFENDANTS or DEFENDANTS' employees or agents, committed an act or omission,
25 PLAINTIFF attributes such allegations to each of the DEFENDANTS individually, jointly, and
26 severally. PLAINTIFF further attributes such allegations to each DEFENDANTS' employees and agents
27 because they acted on behalf of DEFENDANTS within the course and scope of their employment and
28 agency.

1 17. As a direct and proximate result of DEFENDANTS' unlawful actions, PLAINTIFF and
2 CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet
3 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

4 **CLASS ACTION ALLEGATIONS**

5 18. This action is appropriately suited for a Class Action because:

6 a. The potential class is a significant number. Joinder of all current and former
7 employees individually would be impractical.

8 b. This action involves common questions of law and fact with respect to the
9 potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll
10 practices and policies, which were applied to all non-exempt employees in violation of the California
11 Labor Code, the applicable IWC Wage Order, and the California Business and Professions Code which
12 prohibits unfair business practices arising from such violations.

13 c. PLAINTIFF'S claims are typical of CLASS MEMBERS' claims because
14 DEFENDANTS subjected all non-exempt employees to identical violations of the California Labor
15 Code, the applicable IWC Wage Order, and the California Business and Professions Code.

16 d. PLAINTIFF is able to fairly and adequately protect the interests of all CLASS
17 MEMBERS because it is in PLAINTIFF'S best interest to prosecute the claims alleged herein to obtain
18 full compensation due to PLAINTIFF and CLASS MEMBERS for all services rendered and hours
19 worked.

20 **FIRST CAUSE OF ACTION**

21 **Failure to Provide Required Meal Periods**

22 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

23 **(Against all DEFENDANTS)**

24 19. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

25 20. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and
26 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required,
27 permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than a 30-minute meal
28 period, or to work through them, and have failed to otherwise provide the required meal periods to

1 PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code §§ 226.7, 512 and IWC Wage
2 Order No. 5-2001, § 11.

3 21. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order
4 No. 5-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were not provided
5 with a meal period, in accordance with the applicable wage order, one additional hour of compensation
6 at each employee's regular rate of pay for each workday that a meal period was not provided.

7 22. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197, and
8 IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS for all
9 hours worked during their meal periods.

10 23. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
11 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and
12 due, interest, penalties, expenses, and costs of suit.

13 **SECOND CAUSE OF ACTION**

14 **Failure to Provide Required Rest Periods**

15 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

16 **(Against all DEFENDANTS)**

17 24. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

18 25. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
19 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed to
20 provide rest periods to PLAINTIFF and CLASS MEMBERS as required under California Labor Code
21 §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

22 26. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order
23 No. 5-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided with a
24 rest period, in accordance with the applicable wage order, one additional hour of compensation at each
25 employee's regular rate of pay for each workday that a rest period was not provided.

26 27. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
27 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and
28 due, interest, penalties, expenses, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages

[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]

(Against all DEFENDANTS)

28. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

29. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

30. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF'S and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and by other methods to be discovered.

31. In violation of California law, DEFENDANTS have knowingly and willfully refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on

1 such wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform
2 their obligations under state law, all to their respective damages in amounts according to proof at time of
3 trial, and within the jurisdiction of this Court.

4 32. DEFENDANTS' conduct described herein violates California Labor Code §§ 510, 1194,
5 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code §§ 200, 203,
6 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC
7 Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages
8 owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

9 **FOURTH CAUSE OF ACTION**

10 **Failure to Pay Minimum Wages**

11 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

12 **(Against all DEFENDANTS)**

13 33. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

14 34. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-2001, § 4,
15 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
16 period is unlawful.

17 35. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and CLASS
18 MEMBERS minimum wages for all hours worked by, among other things: requiring, permitting or
19 suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering
20 PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately
21 recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain
22 PLAINTIFF'S and CLASS MEMBERS' records; failing to provide accurate itemized wage statements
23 to PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be discovered.

24 36. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194,
25 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned violations,
26 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial.
27 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable
28 provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are

1 entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest,
2 penalties, attorneys' fees, expenses, and costs of suit.

3 **FIFTH CAUSE OF ACTION**

4 **Failure to Pay Timely Wages During Employment**

5 **[Cal. Labor Code § 204]**

6 **(Against All DEFENDANTS)**

7 37. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

8 38. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
9 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
10 between the 16th and 26th day of the month during which the labor was performed. California Labor
11 Code § 204 also provides that for all labor performed between the 16th and 26th days of any calendar
12 month, DEFENDANTS are required to pay their nonexempt employees between the 1st and 10th day of
13 the following calendar month. In addition, California Labor Code § 204 provides that all wages earned
14 for labor in excess of the normal work period shall be paid no later than the payday of the next regular
15 payroll period.

16 39. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to pay
17 PLAINTIFF and CLASS MEMBERS all the wages they earned when due as required by California
18 Labor Code § 204.

19 40. Pursuant to California Labor Code § 210, failure to pay the wages of each employee as
20 provided in California Labor Code § 204 will subject DEFENDANTS to a civil penalty of: (1) one
21 hundred dollars (\$100) for each failure to pay each employee for each initial violation; and (2) two
22 hundred dollars (\$200) for each failure to pay each employee, plus twenty-five percent (25%) of the
23 amount unlawfully withheld, for each subsequent violation.

24 41. DEFENDANTS' conduct described herein violates California Labor Code § 204. As a
25 proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been
26 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200,
27 210, 226, 558, 1194, 1197.1 and other applicable provisions under the Labor Code and IWC Wage
28 Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed

1 to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

2 **SIXTH CAUSE OF ACTION**

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

4 **[Cal. Labor Code §§ 201, 202, 203]**

5 **(Against all DEFENDANTS)**

6 42. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

7 43. Pursuant to California Labor Code §§ 201, 202, and 203, DEFENDANTS are required to
8 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
9 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the
10 time of discharge are due and payable immediately.

11 44. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to
12 pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her
13 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
14 which case the employee is entitled to his or wages at the time of quitting.

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

19 46. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages
20 and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California Labor
21 Code §§ 201 and 202.

22 47. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory
23 penalties, including the waiting time penalties provided in California Labor Code § 203, together with
24 interest thereon, as well as other available remedies.

25 48. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF
26 and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the
27 time of trial, but not in excess of the jurisdiction of this Court, and are entitled to recovery of such
28 amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code § 1194.

SEVENTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]

(Against all DEFENDANTS)

49. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

50. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due, DEFENDANTS knowingly and intentionally failed to maintain records as required under California Labor Code §§ 226, 1174, and IWC Wage Order No. 5-2001, § 7, including, but not limited to, the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

51. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including, but not limited to, civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including, but not limited to, those provided in California Labor Code § 226(e), as well as other available remedies.

EIGHTH CAUSE OF ACTION

Failure to Maintain Required Records

[Cal. Labor Code §§ 226; IWC Wage Order No. 5-2001, § 7]

(Against all DEFENDANTS)

52. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

53. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all

1 applicable hourly rates in effect during each pay period and the corresponding number of hours worked
2 at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 5-2001, § 7.

3 54. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to
4 provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
5 accordance with California Labor Code § 226(a).

6 55. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF
7 and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
8 earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to
9 all available statutory penalties, including, but not limited to, civil penalties pursuant to California Labor
10 Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees,
11 including, but not limited to, those provided in California Labor Code § 226(e), as well as other
12 available remedies.

13 **NINTH CAUSE OF ACTION**

14 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

15 **[Cal. Labor Code § 2802]**

16 **(Against all DEFENDANTS)**

17 56. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

18 57. California Labor Code § 2802(a) requires an employer to indemnify an employee for all
19 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her
20 his or her duties, or of his or her obedience to the directions of the employer.

21 58. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
22 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in
23 direct consequence of the discharge of their duties while working under the direction of
24 DEFENDANTS, including, but not limited to, expenses for cell phone use and other employment-
25 related expenses, in violation of California Labor Code § 2802.

26 59. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF
27 and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek
28 reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code §

1 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory
2 penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in
3 California Labor Code § 2802(c), as well as other available remedies.

4 **TENTH CAUSE OF ACTION**

5 **Unfair and Unlawful Business Practices**

6 **[Cal. Bus. & Prof. Code §§ 17200 *et seq.*]**

7 **(Against all DEFENDANTS)**

8 60. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

9 61. Each and every one of DEFENDANTS' acts and omissions in violation of the California
10 Labor Code and/or the applicable IWC Wage Order as alleged herein, including, but not limited to,
11 DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure and
12 refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime
13 compensation, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS' failure
14 and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure and
15 refusal to furnish accurate itemized wage statements; DEFENDANTS' failure and refusal to maintain
16 required records, DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS
17 MEMBERS for necessary expenditures and/or losses incurring in discharging their duties, constitutes an
18 unfair and unlawful business practice under California Business and Professions Code §§ 17200, *et seq.*

19 62. DEFENDANTS' violations of California wage and hour laws constitute a business
20 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a
21 significant period of time, and in a systematic manner, to the detriment of PLAINTIFF, CLASS
22 MEMBERS and the general public.

23 63. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest
24 periods, and other benefits as required by the California Labor Code, the California Code of
25 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record,
26 report, and pay the correct sums of assessment to the state authorities under the California Labor Code
27 and other applicable regulations.

28 64. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS

1 have reaped unfair and illegal profits during the CLASS PERIOD at the expense of PLAINTIFF,
2 CLASS MEMBERS, and members of the public. DEFENDANTS should be made to disgorge their ill-
3 gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

4 65. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and CLASS
5 MEMBERS to seek preliminary and permanent injunctive relief, including, but not limited to, orders
6 that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS MEMBERS the
7 wages and other compensation unlawfully withheld from them. PLAINTIFF and CLASS MEMBERS
8 are entitled to restitution of all monies to be disgorged from DEFENDANTS in an amount according to
9 proof at the time of trial, but not in excess of the jurisdiction of this Court.

10 **ELEVENTH CAUSE OF ACTION**

11 **Representative Action for Civil Penalties**

12 **[Cal. Labor Code §§ 2698–2699.5]**

13 **(Against DEFENDANTS)**

14 66. PLAINTIFF incorporates all facts alleged in paragraphs 1-18 as if fully set forth herein.

15 67. PLAINTIFF are an “aggrieved employees” within the meaning of California Labor Code
16 § 2699(c), and a proper representative to bring a civil action on behalf of himself and other current and
17 former employees of DEFENDANTS pursuant to the procedures specified in California Labor Code
18 § 2699.3, because PLAINTIFF was employed by DEFENDANTS and the alleged violations of the
19 California Labor Code were committed against PLAINTIFF.

20 68. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code
21 §§ 2698, *et seq.*, PLAINTIFF seek to recover civil penalties, including, but not limited to, penalties
22 under California Labor Code §§ 2699, 210, 225.5, 226.3, 1174.5, 1197.1, 1199, and IWC Wage Order
23 No. 5-2001, § 20, from DEFENDANTS in a representative action for the violations set forth above,
24 including, but not limited to, violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7,
25 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF are also entitled to an award of reasonable
26 attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

27 69. Pursuant to California Labor Code § 2699.3, PLAINTIFF gave written notice by online
28 filing with the California Labor and Workforce Development Agency (“LWDA”) and by certified mail

1 to DEFENDANTS of the specific provisions of the California Labor Code and IWC Wage Orders
2 PLAINTIFF alleges DEFENDANTS have been violated along with the facts and theories supporting the
3 alleged violations. PLAINTIFF'S notice to the LWDA was accompanied by PLAINTIFF'S payment of
4 \$75.00 filing fee. Because the LWDA did not provide PLAINTIFF with notice of its intent to investigate
5 the alleged violations in the 65 calendar days that have lapsed, PLAINTIFF have complied with all of
6 the requirements set forth in California Labor Code § 2699.3 to commence a representative action
7 against DEFENDANTS on behalf of herself and other similarly aggrieved employees of
8 DEFENDANTS. Therefore, PLAINTIFF have complied with all of the requirements set forth in
9 California Labor Code § 2699.3 to commence a representative action under PAGA.

10 **PRAYER FOR RELIEF**

11 **WHEREFORE**, PLAINTIFF, individually, and on behalf of all other persons similarly situated
12 and aggrieved, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
13 and each of them, as follows:

- 14 1. For compensatory damages in an amount to be ascertained at trial;
- 15 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well as
16 disgorged profits from the unfair and unlawful business practices of DEFENDANTS;
- 17 3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and
18 IWC Wage Order No. 5-2001;
- 19 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 20 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating
21 the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in
22 the unlawful business practices complained of herein;
- 23 6. For waiting time penalties pursuant to California Labor Code § 203;
- 24 7. For statutory and civil penalties according to proof, including, but not limited to, all
25 penalties authorized by the California Labor Code §§ 226(e) and 2699;
- 26 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§
27 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing
28 for pre-judgment interest;

1 9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194,
2 2699, 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for
3 attorneys' fees and costs;

4 10. For declaratory relief;


5 11. For an order certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and
6 Ninth Causes of Action as a class action;

7 12. For an order appointing PLAINTIFF as a class representative and PLAINTIFF'S counsel
8 as class counsel; and

9 13. For such further relief that the Court may deem just and proper.

10 DATED: August 22, 2018

Respectfully Submitted,
MATERN DAW GROUP, PC

11
12
13 By: 
14 MATTHEW J. MATERN
15 JOSHUA D. BOXER
16 ROY K. SUH

17 Attorneys for Plaintiff ADRIENNE LIGGINS
18 individually and on behalf of others similarly
19 situated and aggrieved
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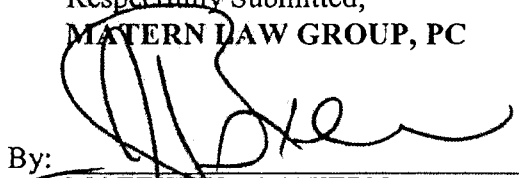
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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable by jury as of right.

DATED: August 22, 2018

Respectfully Submitted,
MATERN LAW GROUP, PC



By: _____

**MATTHEW J. MATERN
JOSHUA D. BOXER
ROY K. SUH**

Attorneys for Plaintiffs ADRIENNE LIGGINS
individually and on behalf of others similarly
situated and aggrieved

COPY

CM-010

BY FAX

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Matthew J. Matern (SBN 159798); Joshua D. Boxer (SBN 226712) MATERN LAW GROUP, PC 1230 Rosecrans Ave., Suite 200 Manhattan Beach, CA 90266 TELEPHONE NO.: (310) 531-1900 FAX NO.: (310) 531-1901 ATTORNEY FOR (Name): Plaintiff Adrienne Liggins		FOR COURT USE ONLY ORIGINAL FILED Superior Court of California County of Los Angeles AUG 22 2018 Sherri R. Carter, Executive Officer/Clerk By: Rita Nazarvan, 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: Central District		
CASE NAME: Adrienne Liggins v. GMRI, INC., et al		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: BC717321 JUDGE: DEPT:

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

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

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

a. <input type="checkbox"/> Large number of separately represented parties	d. <input checked="" type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary: declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): **Eleven (11)**

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: August 22, 2018
 Joshua D. Boxer
 (TYPE OR PRINT NAME)

[Handwritten Signature]
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
Auto (22)–Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)	Breach of Rental/Lease Contract (<i>not unlawful detainer or wrongful eviction</i>)	Construction Defect (10)
	Contract/Warranty Breach–Seller Plaintiff (<i>not fraud or negligence</i>)	Claims Involving Mass Tort (40)
	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)
Asbestos Property Damage	Collection Case–Seller Plaintiff	Enforcement of Judgment
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Product Liability (<i>not asbestos or toxic/environmental</i>) (24)	Insurance Coverage (<i>not provisionally complex</i>) (18)	Abstract of Judgment (Out of County)
Medical Malpractice (45)	Auto Subrogation	Confession of Judgment (<i>non-domestic relations</i>)
Medical Malpractice–Physicians & Surgeons	Other Coverage	Sister State Judgment
Other Professional Health Care Malpractice	Other Contract (37)	Administrative Agency Award (<i>not unpaid taxes</i>)
Other PI/PD/WD (23)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Premises Liability (e.g., slip and fall)	Other Contract Dispute	Other Enforcement of Judgment Case
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Real Property	Miscellaneous Civil Complaint
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Other Complaint (<i>not specified above</i>) (42)
Other PI/PD/WD	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Non-PI/PD/WD (Other) Tort	Writ of Possession of Real Property	Injunctive Relief Only (<i>non-harassment</i>)
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Mechanics Lien
Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08)	Quiet Title	Other Commercial Complaint Case (<i>non-tort/non-complex</i>)
Defamation (e.g., slander, libel) (13)	Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)	Other Civil Complaint (<i>non-tort/non-complex</i>)
Fraud (16)	Unlawful Detainer	Miscellaneous Civil Petition
Intellectual Property (19)	Commercial (31)	Partnership and Corporate Governance (21)
Professional Negligence (25)	Residential (32)	Other Petition (<i>not specified above</i>) (43)
Legal Malpractice	Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)	Civil Harassment
Other Professional Malpractice (<i>not medical or legal</i>)	Judicial Review	Workplace Violence
Other Non-PI/PD/WD Tort (35)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Employment	Petition Re: Arbitration Award (11)	Election Contest
Wrongful Termination (36)	Writ of Mandate (02)	Petition for Name Change
Other Employment (15)	Writ–Administrative Mandamus	Petition for Relief From Late Claim
	Writ–Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ–Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal–Labor Commissioner Appeals	

COPY

SHORT TITLE Adrienne Liggins v. GMRI, INC., et al.	CASE NUMBER BC 717821
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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 2.0 in all new civil case filings in the Los Angeles Superior Court.

BY FAX

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 15-20 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. 2. May be filed in central (other county, or no bodily injury/property damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | <ol style="list-style-type: none"> 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 |
|---|---|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	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., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
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	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	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. 1., 4. 1., 3. 1., 4.

SHORT TITLE: Adrienne Liggins v. GMRI, INC., 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., 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	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	2., 5., 6.
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
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.	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	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)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Adrienne Liggins v. GMRI, INC., 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., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<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., 8.
	<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., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.		
	<input type="checkbox"/> A6100 Other Civil Petition	2., 9.	

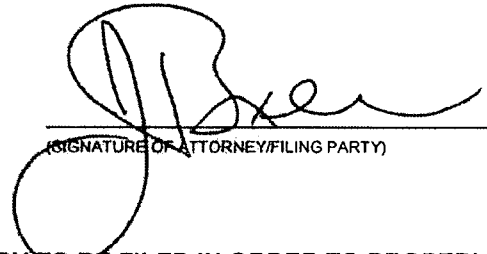
SHORT TITLE: Adrienne Liggins v. GMRI, INC., et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<p>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</p> <p><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.</p>	<p>ADDRESS: 2610 N. Sepulveda Blvd.</p>	
<p>CITY: Manhattan Beach</p>	<p>STATE: CA</p>	<p>ZIP CODE: 90266</p>

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 8/22/18



 (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. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
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.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

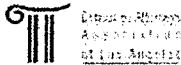


Superior Court of California
County of Los Angeles

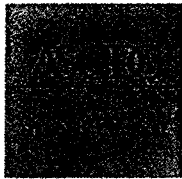


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

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

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

The parties agree that:

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

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

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

The following parties stipulate:

Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____

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: TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	STATE BAR NUMBER	Reserved for Clerk's File Stamp
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

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

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

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

The parties agree that:

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

SHORT TITLE	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

Superior Court of California County of Los Angeles



ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.

Advantages of ADR

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

Disadvantages of ADR - ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

The Most Common Types of ADR

- **Mediation**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

- **Mediation is particularly effective** when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.
- **Mediation may not be effective** when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

- **Arbitration**

In arbitration, a neutral person called an “arbitrator” hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either “binding” or “non-binding.” Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator’s decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator’s decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

- **Mandatory Settlement Conference (MSC)**

Settlement Conferences are appropriate in any case where settlement is an option.

Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to mscdept18@lacourt.org.

Additional Information

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs (www.dca.ca.gov) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for “mediators; or “arbitrators.”

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at <http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

<http://css.lacounty.gov/programs/dispute-resolution-program-drp/>

County of Los Angeles Dispute Resolution Program
3175 West 6th Street, Room 406
Los Angeles, CA 90020-1798
TEL: (213) 738-2621
FAX: (213) 386-3995

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.

1 MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
2 JOSHUA D. BOXER (SBN 226712)
ROY K. SUH (SBN 283988)
3 1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
4 Telephone: (310) 531-1900
Facsimile: (310) 531-1901

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

AUG 31 2018

Sherri R. Carter, Executive Officer/Clerk
By: Rita Nazarian, Deputy

5 Attorneys for Plaintiff ADRIENNE LIGGINS
6 individually and on behalf of others similarly
7 situated and aggrieved

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

10
11 ADRIENNE LIGGINS individually and on
12 behalf of others similarly situated and
aggrieved

Case No. BC717321

[Assigned for all purposes to the Honorable
Carolyn B. Kuhl, Dept. 12]

13 Plaintiff,

14 NOTICE OF DEPOSIT OF ADVANCE
JURY FEE BY PLAINTIFF ADRIENNE
LIGGINS

14 vs.

Action Filed: August 22, 2018
Trial Date: None Set

15 GMRI, INC., a Florida corporation doing
16 business as Olive Garden Italian Restaurant;
OLIVE GARDEN HOLDINGS, LLC, a
17 Florida limited liability company; OLIVE
GARDEN, LLC, a California limited liability
18 Company; DARDEN RESTAURANTS, INC.,
a Florida corporation; OLIVE GARDEN
19 ITALIAN RESTAURANT – MANHATTAN
BEACH, an entity of unknown form; and
20 OLIVE GARDEN ITALIAN RESTAURANT
– HUNTINGTON BEACH, an entity of
21 unknown form; and DOES 1 through 50,
inclusive,

22 Defendants.
23


1 TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that, pursuant to California Code of Civil Procedure § 631(b),
3 Plaintiff ADRIENNE LIGGINS hereby deposits an advance jury fee in the amount of \$150.00 in the
4 above-captioned matter.

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Dated: August 28, 2018

MATERN LAW GROUP, PC

By: 

MATTHEW J. MATERN
JOSHUA D. BOXER
ROY K. SUH

Attorneys for Plaintiff ADRIENNE LIGGINS
individually and on behalf of others similarly situated
and aggrieved

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Copied/Scanned Copy ORIGINAL FILED Superior Court of Los Angeles Reserved for Clerk's Stamp AUG 31 2018 Sherri R. Carter, Executive Officer/Clerk By: Rita Nazaryan, Deputy
COURT ADDRESS: 312 N. Spring Street, Los Angeles, CA 90012	
PLAINTIFF: Adrienne Liggins	
DEFENDANT: GMRI, Inc. et al.	
CIVIL DEPOSIT	CASE NUMBER: BC717321

CLERK: PREPARE A FORM FOR EACH DEPOSITOR PAYING SEPARATELY

PLEASE REPORT TO THE CLERK'S OFFICE/CASHIER:
 Room 102, Central Civil Clerk's Office, Room _____
 Department Number 9912

	Distribution Codes	Amt Due		Distribution Codes	Amt Due
<input type="checkbox"/>	251 DAILY JURY FEES Dates: _____ # of day(s) _____ x\$ _____		<input type="checkbox"/>	74 DEPOSIT IN TRUST	
<input checked="" type="checkbox"/>	72 JURY FEES Trial Date: _____ (Initial Deposit) \$150.00		<input type="checkbox"/>	101 FIRST PAPERS- GENERAL JURISDICTION	
<input type="checkbox"/>	252 REPORTERS FEES Dates: _____ # of 1/2 day(s) _____ x\$ _____ Full Day _____		<input type="checkbox"/>	101 FIRST PAPERS-LIMITED OVER \$10,000	
			<input type="checkbox"/>	141 With declaration Limited to \$10,000 (per B&P 6322.1(a))	
			<input type="checkbox"/>	130 Limited to \$10,000	
<input type="checkbox"/>	721 SANCTIONS ORDERED ON Date: _____		<input type="checkbox"/>	211 RECLASSIFICATION FEE	
<input type="checkbox"/>	213 MOTIONS/APPLICATION TO CONT. HEARING		<input type="checkbox"/>	150 COMPLEX LITIGATION TRIAL/PLAINTIFF	
<input type="checkbox"/>	200 MOTIONS/APPLICATION TO CONT. TRIAL		<input type="checkbox"/>	151 COMPLEX LITIGATION TRIAL/DEFENDANT	
<input type="checkbox"/>	Other: _____				

To be paid via: Cash Check Certified Check/Money Order Credit Card
 On or Before _____ Forthwith

Payment will be made by Plaintiff Adrienne Liggins Defendant _____

DATE August 31, 2018 JOHN A. CLARKE, Executive Officer/Clerk
 BY: _____
 Deputy Clerk

TO BE COMPLETED BY DEPOSITOR	CASHIER'S VALIDATION
Depositor's Name: <u>Matern Law Group, PC</u> <input type="checkbox"/> Plaintiff in Pro Per <input type="checkbox"/> Defendant in Pro Per <input checked="" type="checkbox"/> Counsel for <input checked="" type="checkbox"/> Plaintiff <u>Adrienne Liggins</u> <small>Name of Party</small> <input type="checkbox"/> Defendant _____ <small>Name of Party</small> Address of depositor: <u>1230 Rosecrans Avenue, Suite 200</u> <small>Street</small> <u>Manhattan Beach, California 90266</u> <small>City/State/Zip</small>	_____ _____ _____

SEP 24 2018

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10 Attorneys for Defendants
GMRI, INC., OLIVE GARDEN HOLDINGS, LLC
11 AND DARDEN RESTAURANTS, INC.

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

OCT 17 2018

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

FAXED

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

14 ADRIENNE LIGGINS, individually and
15 on behalf of others similarly situated and
16 aggrieved,

17 Plaintiff,

18 v.

19 GMRI, INC., A Florida corporation doing
20 business as Olive Garden Italian
21 Restaurant; OLIVE GARDEN
22 HOLDINGS LLC, a Florida limited
23 liability company; OLIVE GARDEN,
24 LLC, a California limited liability
25 Company; DARDEN RESTAURANTS,
26 INC., a Florida corporation; OLIVE
27 GARDEN ITALIAN RESTAURANT –
28 MANHATTAN BEACH, an entity of
unknown form; and OLIVE GARDEN
ITALIAN RESTAURANT –
HUNTINGTON BEACH, an entity of
unknown form; and DOES 1 through 50,
inclusive,

Defendants.

Case No. BC717321
ASSIGNED FOR ALL PURPOSES TO HON.
JUDGE CAROLYN B. KUHL, DEPT. 12

**DEFENDANTS GMRI, INC., OLIVE
GARDEN HOLDINGS, LLC AND
DARDEN RESTAURANTS, INC.'S
ANSWER TO CLASS ACTION
COMPLAINT**

Complaint Filed on August 22, 2018

1 Defendants GMRI, INC. (“GMRI”), OLIVE GARDEN HOLDINGS, LLC (“OGH”),
2 DARDEN RESTAURANTS, INC. (“Darden”) (collectively “Defendants”) for themselves only,
3 answer the unverified Class Action Complaint (“Complaint”) filed by Plaintiff Adrienne Liggins
4 (“Plaintiff”) as follows.

5 **GENERAL DENIAL**

6 Pursuant to California Code of Civil Procedure section 431.30, Defendants generally deny
7 each and every allegation contained in the Complaint. Defendants further deny that Plaintiff has
8 been damaged in any sum, or at all, by reason of any act or omission on the part of Defendants or
9 any of its representatives, agents, servants, or employees.

10 **AFFIRMATIVE DEFENSES**

11 Defendants have not completed their investigation of the facts and circumstances raised in
12 the Complaint. As such, Defendants reserve the right to amend or supplement their Answer and to
13 plead further defenses. Defendants assert the following separate and distinct affirmative or other
14 defenses. In so doing, however, Defendants do not concede that they have the burden of production
15 or proof as to any defense asserted below.

16 **FIRST AFFIRMATIVE DEFENSE**

17 **(Failure To State A Claim)**

18 1. As a separate and distinct affirmative defense, Defendants allege that Plaintiff’s
19 and/or the alleged putative class members’ claims in the Complaint, and each cause of action therein,
20 fail to state a claim sufficient to constitute a cause of action upon which relief can be granted.

21 **SECOND AFFIRMATIVE DEFENSE**

22 **(Arbitration)**

23 2. As a separate and distinct affirmative defense, Defendants allege that Plaintiff’s
24 and/or the alleged putative class members’ claims may be subject to binding arbitration of the
25 claims, which cannot be brought on a collective or representative basis and/or that each purported
26 cause of action therein cannot be maintained because Plaintiff has failed to pursue the arbitration
27 remedies by filing the instant action.

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THIRD AFFIRMATIVE DEFENSE

(Equitable Defenses)

3. As a separate and distinct affirmative defense, Defendants allege that Plaintiff’s and/or the alleged putative class members’ claims are barred, in whole or in part, by the doctrines of waiver, estoppel, laches, consent and/or unclean hands.

FOURTH AFFIRMATIVE DEFENSE

(Federal Preemption)

4. As a separate and distinct affirmative defense, Defendants allege that to the extent Plaintiff’s and/or the alleged putative class members’ claims involve conduct that is, or seek remedies that are, governed or preempted by federal laws, such claims are preempted and the Court lacks subject matter jurisdiction over them.

FIFTH AFFIRMATIVE DEFENSE

(Exemption)

5. As a separate and distinct affirmative defense, Defendants allege that Plaintiff’s and/or the alleged putative class members’ claims are barred, in whole or in part, because, Plaintiff and/or the alleged putative class members’ claims were exempt from overtime, including pursuant to the California Wage Orders.

SIXTH AFFIRMATIVE DEFENSE

(Exemption – No Performance)

6. As a separate and distinct affirmative defense, Defendants are informed and believes that a reasonable opportunity for investigation and discovery will reveal, and on that basis allege, that the Complaint, and each cause of action set forth therein, or some of them, are barred to the extent that Plaintiff and/or the putative class members she seeks to represent, or some of them, did not perform their duties in accordance with the reasonable expectations of Defendants and/or in the manner directed by Defendants, and accordingly such acts or omissions cannot deprive Defendants the benefit of the exemption from overtime consistent with *Ramirez v. Yosemite Water Co.*, 20 Cal. 4th 785 (2000).

1 **SEVENTH AFFIRMATIVE DEFENSE**

2 **(Exhaustion)**

3 7. As a separate and distinct affirmative defense, Defendants allege that the Complaint
4 and each cause of action set forth therein are barred because Plaintiff failed to timely, properly
5 and/or completely exhaust all of the applicable contractual, administrative and/or statutorily required
6 remedies available to her, and that such failure bars this suit in whole or in part.

7 **EIGHTH AFFIRMATIVE DEFENSE**

8 **(Statute Of Limitations)**

9 8. As a separate and distinct affirmative defense, Defendants allege that each purported
10 cause of action set forth in the Complaint may be barred, in whole or in part, by the applicable
11 statute(s) of limitation, including but not limited to, California Code of Civil Procedure sections 337,
12 338 and 340, Labor Code Section 203, and/or Business and Professions Code section 17208.

13 **NINTH AFFIRMATIVE DEFENSE**

14 **(Breach Of Duties)**

15 9. As a separate and distinct affirmative defense to the Complaint, Defendants allege
16 that Plaintiff and/or putative class member claims are barred by their own breach of duties owed to
17 Defendants, including but not limited to those under California Labor Code sections 2853, 2854 and
18 2856.

19 **TENTH AFFIRMATIVE DEFENSE**

20 **(Bona Fide Dispute)**

21 10. As a separate and distinct affirmative defense to the Complaint, Defendants allege
22 there exists a *bona fide* dispute as to whether any additional compensation is actually due to Plaintiff
23 or to any putative class member, and if so, the amount thereof.

24 **ELEVENTH AFFIRMATIVE DEFENSE**

25 **(Class Action – Certification Prerequisites)**

26 11. As a separate and distinct affirmative defense, Defendants allege that Plaintiff's
27 Complaint, and each cause of action therein, fails to state a cognizable class under Section 382 of the
28 California Rules of Civil Procedure, or any other applicable rule or law regulating the maintenance

1 of class actions, because: (a) Plaintiff cannot establish the necessary elements for class treatment; (b)
2 a class action is not an appropriate method for the fair and efficient adjudication of the class claims
3 described in the Complaint; (c) common issues of fact or law do not predominate, rather, to the
4 contrary, individual issues predominate; (d) Plaintiff's claims are not typical of the claims of the
5 alleged putative class; (e) Plaintiff cannot fairly and adequately represent the interests of the alleged
6 putative class; (f) class treatment is neither appropriate nor constitutional under the circumstances in
7 this case; and/or (g) a well-defined community of interest in the questions of law and/or fact
8 affecting Plaintiff and the members of the alleged putative class does not exist.

9 **TWELFTH AFFIRMATIVE DEFENSE**

10 **(Class Action – Standing)**

11 12. As a separate and distinct affirmative defense to the Complaint, and each cause of
12 action therein, Defendants allege that Plaintiff lacks standing to assert the legal rights or interests of
13 others.

14 **THIRTEENTH AFFIRMATIVE DEFENSE**

15 **(Class Action – Lack Of Manageability)**

16 13. As a separate and distinct affirmative defense, Defendants allege that the Complaint,
17 and each cause of action therein, cannot proceed as a purported class action because of difficulties
18 that render the action unmanageable.

19 **FOURTEENTH AFFIRMATIVE DEFENSE**

20 **(Class Action – Violation Of Due Process)**

21 14. As a separate and distinct affirmative defense, Defendants allege that certification of
22 a class and/or allowing the action to proceed with Plaintiff as a representative, as applied to the facts
23 and circumstances of this case, would constitute a denial of Defendants' due process rights, both
24 substantive and procedural, in violation of the Fourteenth Amendment to the United States
25 Constitution and the California Constitution.

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FIFTEENTH AFFIRMATIVE DEFENSE

(Class Action – No Damages)

15. As a separate and distinct affirmative defense, Defendants allege that this case cannot be tried on a representative basis or with the use of statistical sampling because the use of representative evidence or statistical sampling could/would result in damages being awarded to those who have suffered no injury and have no legal right to damages.

SIXTEENTH AFFIRMATIVE DEFENSE

(No Wage Violation – “Hours Worked”)

16. As a separate and distinct affirmative defense, Defendants allege that some or all of the hours claimed by Plaintiff and/or the alleged putative class members are not “hours worked” within the meaning of any Wage Order(s) issued by the California Industrial Welfare Commission and/or under applicable California law and, thus, do not require minimum wage compensation, or any compensation at all.

SEVENTEENTH AFFIRMATIVE DEFENSE

(De Minimis)

17. As a separate and distinct affirmative defense, Defendants allege that the Complaint, and each cause of action therein, are barred, in whole or in part, because some or all of the disputed time for which Plaintiff and/or the alleged putative class members seek to recover wages purportedly owed is not compensable pursuant to the *de minimis* doctrine.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Secreted Or Absented)

18. Plaintiff’s and/or the alleged putative class members’ claims for alleged failure to pay wages are barred to the extent that Defendants did not reasonably know hours were worked by Plaintiff and/or the putative class members Plaintiff seeks to represent, to the extent Plaintiff or the putative class members Plaintiff seeks to represent deliberately prevented Defendants from acquiring knowledge of the hours worked and/or to the extent Plaintiff and/or the putative class she seeks to represent secreted or absented themselves to avoid payment of wages.

1 **NINETEENTH AFFIRMATIVE DEFENSE**

2 **(Meal Periods – Waiver)**

3 19. As a separate and distinct affirmative defense, Defendants allege that Plaintiff and/or
4 the alleged putative class members waived their meal periods, including but not limited to: 1) any
5 day in which their total work period was no more than six hours; 2) any day in which the total work
6 period was between ten and twelve hours and Plaintiff and/or the alleged putative class members
7 waived their second meal period and did not waive their first meal period; and 3) any day in which a
8 meal period was provided by Defendants but not taken or otherwise voluntarily waived by Plaintiff
9 and/or the alleged putative class members, as a result of the exercise of discretion, independent
10 judgment, and self-determination.

11 **TWENTIETH AFFIRMATIVE DEFENSE**

12 **(Meal Breaks And Rest Periods Provided)**

13 20. The meal period and rest breaks claims of Plaintiff and the putative class members
14 Plaintiff seeks to represent fail, in whole or in part, because Defendants provided meal periods and
15 rest breaks in compliance with California law and did not prevent Plaintiff or the putative class
16 members from taking such meal periods and rest breaks.

17 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

18 **(Wage Statements – No “Knowing And Intentional Failure”)**

19 22. As a separate and distinct affirmative defense, Defendants allege that even assuming
20 Plaintiff and/or the alleged putative class members were not provided with a proper itemized
21 statement of wages and deductions, which Defendants deny, Plaintiff and/or the alleged putative
22 class members are not entitled to recover any damages or penalties because, pursuant to Labor Code
23 section 226(e) and/or other applicable California law, any alleged non-compliance was not a
24 “knowing and intentional failure” by Defendants and, instead, was inadvertent and not willful.

25 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

26 **(Labor Code Section 203)**

27 23. As a separate and distinct affirmative defense, Defendants allege that any claims
28 pursuant to or related to Labor Code section 203 are barred to the extent that Plaintiff or putative

1 class members secreted or absented themselves to avoid payment of wages, thereby relieving
2 Defendants of liability for waiting time penalties.

3 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

4 **(Labor Code Sections 201-203 – Payment Of All Wages)**

5 24. As a separate and distinct affirmative defense, Defendants allege that while
6 Defendants dispute any discharge of Plaintiff or putative class members, Defendants paid all wages
7 due to Plaintiff and/or the alleged putative class members when their employment with Defendants
8 ended.

9 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

10 **(Labor Code Section 203 – No Willful Or Intentional Violation)**

11 25. As a separate and distinct affirmative defense, Defendants allege that the Complaint
12 fails to state a claim for penalties under California Labor Code section 203 because Defendants did
13 not willfully or intentionally violate Labor Code sections 201 or 202.

14 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

15 **(Labor Code Sections 201 And 202 – Good Faith Dispute)**

16 26. As a separate and distinct affirmative defense, Defendants allege that the Complaint
17 fails to state a claim for penalties under the California Labor Code because (1) there are *bona fide*
18 good faith disputes as to whether further compensation is due to Plaintiff and/or the putative class
19 members, and if so, as to the amount of such further compensation; (2) Defendants have not willfully
20 failed to pay such additional compensation, if any is owed; and (3) to impose penalties in this case
21 would be inequitable and unjust.

22 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

23 **(Business And Professions Code §§ 17200 *Et Seq.* – Violates Due Process)**

24 27. As a separate and distinct affirmative defense, Defendants allege that the Unfair
25 Competition Law, Business and Professions Code section 17200, *et seq.*, is vague and overbroad,
26 and that prosecution of a representative action under said statute, as applied to the facts and
27 circumstances of this case, would constitute a denial of Defendants' due process rights, both
28 substantive and procedural, in violation of the Fourteenth Amendment to the United States

1 Constitution and the California Constitution.

2 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

3 **(Adequate Remedy At Law – No Declaratory/Injunctive Relief)**

4 28. As a separate and distinct affirmative defense, Defendants allege that Plaintiff and/or
5 the alleged putative class members are not entitled to equitable relief insofar as they have an
6 adequate remedy at law. Defendants further allege that Plaintiff has no standing to seek injunctive
7 relief or assert claims on behalf of others currently employed.

8 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

9 **(Actions Outside Scope Of Employment)**

10 29. As a separate and distinct affirmative defense, Defendants allege that if Plaintiff
11 and/or the alleged putative class members suffered any damages that were proximately or legally
12 caused by the actions of Defendants' employees, which Defendants deny, such actions were
13 committed outside the course and scope of such employees' employment and were not authorized,
14 adopted or ratified by Defendants and/or Defendants neither knew of nor should it have known of
15 such conduct.

16 **TWENTY-NINTH AFFIRMATIVE DEFENSE**

17 **(Good Faith)**

18 30. As a separate and distinct affirmative defense, Defendants allege that the Complaint,
19 and each cause of action therein, cannot be maintained because, without admitting that any violation
20 took place, Defendants allege that any violation of the Labor Code and/or of any order of the
21 Industrial Welfare Commission was an act or omission made in good faith, and that Defendants, in
22 any participation in such acts, had reasonable grounds for believing that the act or omission was not
23 a violation of the Labor Code and/or any order of the Industrial Welfare Commission.

24 **THIRTIETH AFFIRMATIVE DEFENSE**

25 **(Substantial Compliance)**

26 31. Defendants allege that, even assuming, *arguendo*, that Defendants failed to comply
27 with any provision of the Labor Code, including Labor Code sections 226.7 and 512, Defendants
28 substantially complied with the Labor Code and or any applicable Wage Orders and Regulations,

1 thus rendering an award of civil penalties inappropriate under the circumstances.

2 **THIRTY-FIRST AFFIRMATIVE DEFENSE**

3 **(No Basis For Attorneys' Fees And Costs)**

4 32. As a separate and distinct affirmative defense, Defendants allege that Plaintiff failed
5 to state facts sufficient to constitute a claim for which attorneys' fees and costs may be awarded.

6 **THIRTY-SECOND AFFIRMATIVE DEFENSE**

7 **(Interest)**

8 33. As a separate and distinct affirmative defense, Defendants allege that the Complaint
9 fails to properly state a claim upon which interest may be awarded, as the damages claimed are not
10 sufficiently certain to allow an award of interest.

11 **THIRTY-THIRD AFFIRMATIVE DEFENSE**

12 **(No Imposition Of Penalties)**

13 34. As a separate and distinct affirmative defense, Defendants allege that, as applied to
14 this putative class action, imposition of penalties would result in the imposition of excessive fines in
15 violation of Article I, section 17 of the California Constitution and the Eighth Amendment to the
16 United States Constitution, as made applicable to the states under the Fourteenth Amendment to the
17 United States Constitution.

18 **THIRTY-FOURTH AFFIRMATIVE DEFENSE**

19 **(Unconstitutional Penalties)**

20 35. As a separate and distinct affirmative defense, Defendants allege that the imposition
21 of replicating individual penalties would deprive Defendants of its fundamental constitutional rights
22 to due process under the Fourteenth Amendment of the United States Constitution and under the
23 Constitution and laws of the State of California. *See State Farm Mutual Automobile Insurance*
24 *Company v. Campbell*, 538 U.S. 408 (2003); *People ex. rel. Lockyer v. R.J. Reynolds*, 37 Cal. 4th
25 707 (2005); *Ratner v. Chemical Bank New York Trust Co.*, 54 F.R.D. 412 (S.D.N.Y. 1972).

1 **THIRTY-FIFTH AFFIRMATIVE DEFENSE**

2 **(Claims Discharged)**

3 36. As a separate and distinct affirmative defense, Defendants allege that the Complaint,
4 and each cause of action therein, are barred, in whole or in part, because all or a portion of the
5 wages, premium pay, interest, attorneys' fees, penalties and/or other relief sought by Plaintiff on his
6 own behalf and/or the alleged putative class members, were, or will be before the conclusion of this
7 action, paid or collected, and, therefore, Plaintiff's claims and/or the claims of the alleged putative
8 class members have been partially or completely discharged.

9 **THIRTY-SIXTH AFFIRMATIVE DEFENSE**

10 **(Avoidable Consequences)**

11 37. As a separate and distinct affirmative defense, Defendants are informed and believe
12 that a reasonable opportunity for investigation and discovery will reveal, and on that basis alleges
13 that any recovery sought by way of Plaintiff's Complaint by Plaintiff and/or any putative class
14 members is barred in whole or in part by the avoidable consequences doctrine. More specifically,
15 Defendants are informed and believe that a reasonable opportunity for investigation and discovery
16 will reveal that Plaintiff and/or any putative class members could have taken reasonable steps to
17 avoid or mitigate the damages they now seek to recover.

18 **THIRTY-SEVENTH AFFIRMATIVE DEFENSE**

19 **(Labor Code Sections And IWC Orders – Unconstitutionally Vague)**

20 38. As a separate and distinct affirmative defense, Defendants allege that the Complaint
21 and each cause of action therein, or some of them, are barred because the applicable wage order(s) of
22 the Industrial Welfare Commission is unconstitutionally vague and ambiguous and violates
23 Defendants' rights under the United States Constitution and the California Constitution as to, among
24 other things, due process of law.

25 **THIRTY-NINTH AFFIRMATIVE DEFENSE**

26 **(No Employment Relationship)**

27 39. As a separate and distinct affirmative defense, Defendants allege that there was no
28 employment relationship between one or all of them and Plaintiff or any putative class member;

1 therefore, the Complaint, and each of its purported claims, fails to state a claim upon which relief
2 can be granted as to Defendants, which never employed Plaintiff or any putative class member.

3 **FORTIETH AFFIRMATIVE DEFENSE**

4 **(Collateral Estoppel/Res Judicata)**

5 40. As a separate and distinct affirmative defense, Defendants allege that such claims are
6 barred by collateral estoppel and/or res judicata insofar as Plaintiff and/or individual putative class
7 members have litigated or will litigate issues raised by the Complaint prior to adjudication of those
8 issues in the instant action.

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ADDITIONAL DEFENSES

42. Defendants presently have insufficient knowledge or information upon which to form a belief as to whether there may be additional, as yet unstated, defenses and reserves the right to assert additional defenses or defenses in the event discovery indicates such defenses are appropriate.

PRAYER FOR RELIEF

WHEREFORE, Defendants pray for relief as follows:

1. Plaintiff takes nothing by way of the Complaint;
2. Plaintiff’s Complaint be dismissed in its entirety with prejudice;
3. Judgment be entered against Plaintiff and in favor of Defendants on all of Plaintiff’s causes of action;
4. Defendants be awarded its costs of suit and attorneys’ fees incurred as provided by law and/or contract; and
5. For such other and further relief as the Court deems fair and just.

Dated: October 17, 2018

JULIE DUNNE
 CARLOS JIMENEZ
 PENNY CHEN
 LITTLER MENDELSON, P.C.
 Attorneys for Defendants
 GMRI, INC., OLIVE GARDEN HOLDINGS,
 LLC, DARDEN RESTAURANTS, INC.

FIRMWIDE:158321100.2 069299.1178

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PROOF OF SERVICE

At the time of service, I was over the age of eighteen years, and not a party to the within action. I am employed in the County of Los Angeles, State of California. My business address is 633 West Fifth Street, 63rd Floor, Los Angeles, California 90071.

On October 17, 2018, I served true copies(y) of the following document(s) described as **DEFENDANTS GMRI, INC., OLIVE GARDEN HOLDINGS, LLC AND DARDEN RESTAURANTS, INC.’S ANSWER TO CLASS ACTION COMPLAINT** on the interested parties in this action as follows:

Matthew J. Matern, Esq.
Joshua D. Boxer, Esq.
Roy K. Suh, Esq.
MATERN LAW GROUP, PC
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901
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jboxer@maternlawgroup.com
rsuh@maternlawgroup.com

Attorney for Plaintiff ADRIENNE LIGGINS

(BY U.S. MAIL) I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed above or on the attached Service List and placed the envelope for collection and mailing, following Littler Mendelson’s ordinary business practices. I am readily familiar with Littler Mendelson’s practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

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

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. Executed on **October 17, 2018** at Los Angeles, California.

Venus Bernardo

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9 Fax No.: 213.443.4299

10 Attorneys for Defendants
GMRI, INC., OLIVE GARDEN HOLDINGS,
11 LLC, DARDEN RESTAURANTS, INC.

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14

15 ADRIENNE LIGGINS, individually
and on behalf of others similarly
16 situated and aggrieved,

17 Plaintiff,

18 v.

19 GMRI, INC., A Florida corporation
doing business as Olive Garden
20 Italian Restaurant; OLIVE GARDEN
HOLDINGS LLC, a Florida limited
21 liability company; OLIVE
GARDEN, LLC, a California limited
22 liability Company; DARDEN
RESTAURANTS, INC., a Florida
23 corporation; OLIVE GARDEN
ITALIAN RESTAURANT –
24 MANHATTAN BEACH, an entity of
unknown form; and OLIVE
25 GARDEN ITALIAN
RESTAURANT – HUNTINGTON
26 BEACH, an entity of unknown form;
and DOES 1 through 50, inclusive,

27 Defendants.
28

Case No.

**DECLARATION OF RANDOLPH
BABITT SUPPORT OF NOTICE OF
REMOVAL OF CIVIL ACTION TO
FEDERAL COURT**

[28 U.S.C. §§ 1332, 1441, & 1446]

Complaint Filed on August 22, 2018

DECLARATION OF RANDOLPH BABITT

I, Randolph Babitt, hereby declare and state as follows:

1. I am the Vice President of Human Resources Shared Services for GMRI, Inc. in the above-entitled matter. I am an authorized custodian of GMRI's records pertaining to human resources practices and policies. Except where otherwise indicated, I have personal knowledge, or knowledge base on my review of corporate records that are within my custody and control, of the facts set forth herein, and if called as a witness, could competently testify thereto.

2. As a result of my job duties, I have read and am intimately familiar with human resources documents that GMRI, Inc. collects and maintains in the regular course of its business operations.

3. GMRI, Inc. pays its non-exempt, hourly employees in California on a weekly basis, resulting in 52 pay periods per year. This practice has been consistent at least since August 22, 2014.

4. Based on my review of the human resources data available to GMRI, Inc., which is created in the course of GMRI's regularly-conducted business operations, GMRI, Inc. employed more than 30,390 employees in Olive Garden Restaurants in California in non-exempt, hourly positions between August 22, 2014 and approximately October 11, 2018.

5. Based on my review of the human resources data available to GMRI, Inc., which is created in the course of GMRI's regularly-conducted business operations, the aforementioned 30,390 employees in Olive Garden Restaurants in California worked at least 1,942,649 workweeks between August 22, 2014 and October 11 2018, based on the hire and termination dates of these employees.

6. Based on my review of the human resources data available to GMRI, Inc., which is created in the course of GMRI's regularly-conducted business operations, GMRI, Inc. employed more than 26,156 employees in Olive Garden Restaurants in California in non-exempt, hourly positions between August 22, 2015 and approximately

1 October 11, 2018.

2 7. Based on my review of the human resources data available to GMRI, Inc.,
3 which is created in the course of GMRI's regularly-conducted business operations, the
4 aforementioned 26,156 employees in Olive Garden Restaurants in California worked at
5 least 1,513,744 workweeks between August 22, 2015 and October 11 2018, based on
6 the hire and termination dates of these employees.

7 8. Based on my review of the human resources data available to GMRI, Inc.
8 which is created in the course of GMRI Inc.'s regularly-conducted business operations,
9 an estimated 16,247 putative class members have separated their employment with
10 GMRI since August 22, 2015.

11 9. Based on my review of the human resources data available to GMRI, Inc.
12 which is created in the course of GMRI Inc.'s regularly-conducted business operations,
13 between August 22, 2017 to October 11, 2018, GMRI employed approximately 16,285
14 putative class members. Of these 16,285 putative class members, 7,621 putative class
15 members were employed for 41 or more workweeks based on hire and termination
16 dates. The remaining 8,664 putative class members were employed for a total of
17 146,256 workweeks based on hire and termination dates.

18 10. Based on my review of the human resources data and documents available
19 to GMRI, Inc. which is created in the course of GMRI Inc.'s regularly-conducted
20 business operations, Plaintiff Adrienne Liggins was employed from January 2016 until
21 August 2016, then again from April 2017 through September 2017.

22 11. Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury,
23 under the laws of the United States of America and the State of California, that the
24 foregoing is true and correct, and that this declaration was executed on October 18,
25 2018, at Orlando, Florida.

26
27 
28 RANDOLPH BABITT

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10 Attorneys for Defendants
GMRI, INC., OLIVE GARDEN HOLDINGS,
11 LLC, DARDEN RESTAURANTS, INC.

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14

15 ADRIENNE LIGGINS, individually
and on behalf of others similarly
16 situated and aggrieved,

17 Plaintiff,

18 v.

19 GMRI, INC., A Florida corporation
doing business as Olive Garden
20 Italian Restaurant; OLIVE GARDEN
HOLDINGS LLC, a Florida limited
21 liability company; OLIVE
GARDEN, LLC, a California limited
22 liability Company; DARDEN
RESTAURANTS, INC., a Florida
23 corporation; OLIVE GARDEN
ITALIAN RESTAURANT –
24 MANHATTAN BEACH, an entity of
unknown form; and OLIVE
25 GARDEN ITALIAN
RESTAURANT – HUNTINGTON
26 BEACH, an entity of unknown form;
and DOES 1 through 50, inclusive,

27 Defendants.
28

Case No.

**DECLARATION OF COLLEEN H.
LYONS IN SUPPORT OF NOTICE OF
REMOVAL OF CIVIL ACTION TO
FEDERAL COURT**

[28 U.S.C. §§ 1332, 1441, & 1446]

Complaint Filed on August 22, 2018

DECLARATION OF COLLEEN H. LYONS

I, Colleen H. Lyons, hereby declare and state as follows:

1. I am the Assistant Secretary of GMRI, Inc. (“GMRI”), a Defendant in the above-entitled matter. Except where otherwise indicated, I have personal knowledge, or knowledge based on my review of corporate records that are within my custody and/or control, of the facts set forth herein, and if called as a witness, could competently testify thereto.

2. GMRI, Inc. (“GMRI”) is incorporated under the laws of the State of Florida and maintains its headquarters in Orlando, Florida.

3. Darden Restaurants, Inc. (“Darden”) is incorporated under the laws of the State of Florida and maintains its headquarters in Orlando, Florida.

4. Olive Garden Holdings, LLC (OGH) is a limited liability company with its sole member residing in Florida.

5. Darden is the sole shareholder of GMRI; GMRI is a wholly-owned subsidiary of Darden.

6. GMRI is the sole member of OGH.

7. In lieu of GMRI shareholder meetings, Darden takes actions as the sole shareholder of GMRI pursuant to written consents executed in the State of Florida.

8. GMRI has only one director and he resides in the State of Florida.

9. In lieu of GMRI director meetings, GMRI’s director takes actions as the sole director of GMRI pursuant to written consents executed in the State of Florida.

10. A substantial majority of GMRI, Inc.’s current corporate officers reside in the State of Florida.

11. GMRI's primary administrative and financial offices are located in the State of Florida, which is also where it maintains a substantial majority of its records.

12. A substantial majority of the corporate policy decisions of GMRI—including operational, executive, and administrative policy decisions, including human resources, benefits and payroll—are made at its Orlando, Florida headquarters.

1 13. In recent years, all of Darden’s shareholder meetings have been held in the
2 State of Florida.

3 14. In recent years, a majority of the meetings of Darden’s Board of Directors
4 have been held in the State of Florida.

5 15. All of Darden’s current executive officers reside in the State of Florida.

6 16. Darden’s current general counsel resides and maintains an office in the
7 State of Florida.

8 17. Darden has no employees; no individuals draw a paycheck from Darden.

9 18. Darden’s administrative and financial offices are located in the State of
10 Florida, which is also where it maintains a substantial majority of its records.

11 19. A substantial majority of the corporate policy decisions of Darden –
12 including operational, executive, administrative policy decisions—are made at its
13 Orlando, Florida headquarters.

14 20. OGH has no employees; no individuals draw a paycheck from OGH.

15 Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury, under
16 the laws of the United States of America and the State of California, that the foregoing
17 is true and correct, and that this declaration was executed on October 18, 2018, at
18 Orlando, Florida.

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COLLEEN H. LYONS

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Olive Garden Employee Files Suit Over Alleged Wage and Hour Violations](#)
