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10 Attorneys for Defendants
11 Sodexo, Inc., and SDH Education West, LLC

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 ESTEVAN RIVERA, individually and on
15 behalf of a class of similarly situated
16 individuals,

17 Plaintiff,

18 vs.

19 SODEXO, INC., a Delaware Corporation,
20 SDH EDUCATION WEST LLC, a
21 Delaware LLC, and DOES 1 - 100,
22 inclusive,

23 Defendants.

No. _____

**NOTICE OF REMOVAL OF CIVIL
ACTION**

Los Angeles County Superior Court
No. 18STCV00292

CLASS ACTION COMPLAINT

1 To the Clerk of the Court, plaintiff Estevan Rivera and plaintiff's attorneys of
2 record:

3 PLEASE TAKE NOTICE that defendants Sodexo, Inc. ("Sodexo"), and SDH
4 Education West, LLC ("SDH"), hereby remove this action from the Superior Court of
5 California in and for the County of Los Angeles (the "Superior Court") to this Court,
6 based on diversity of citizenship jurisdiction under 28 U.S.C. sections 1332, as amended
7 by the Class Action Fairness Act of 2005 ("CAFA"), Pub. L. 109-2 § 4(a), 119 Stat. 9,
8 and 1441(a), and, in support of removal, alleges as follows:

9 1. On October 4, 2018, plaintiff commenced a civil action in the Superior
10 Court entitled "*Estevan Rivera, individually and on behalf of a class of similarly situated*
11 *individuals, Plaintiff, v. Sodexo, Inc., a Delaware Corporation, SDH Education West*
12 *LLC, a Delaware LLC, and Does 1-100, inclusive, Defendants,*" No. 18STCV000292
13 (the "Action"). A true and correct copy of plaintiff's complaint filed in the Action (the
14 "Complaint") is attached as Exhibit A to this notice.

15 2. The Complaint asserts seven causes of action for (1) failure to indemnify
16 employees for necessary expenditures incurred in discharge of duties; (2) failure to pay
17 minimum wages; (3) unauthorized deductions from wages; (4) failure to pay wages upon
18 termination of employment; (5) failure to pay wages in a timely manner after the wages
19 were earned; (6) failure to provide accurate wage statements; and (7) unfair business
20 practices. Plaintiff purports to bring these claims on behalf of himself and a class of
21 "[a]ll nonexempt or hourly paid employees who worked for Defendants in California
22 within four years prior to the filing of this complaint until the date of certification."
23 Cmpl., ¶ 15. The allegations in the Complaint are incorporated into this notice by
24 reference without admitting the truth of any of them.

25 3. On October 31, 2018, plaintiff effected service of process on defendants of
26 the summons and the Complaint. True copies of all papers that defendants received from
27 plaintiff in this Action in addition to the Complaint are attached to this notice as
28 Exhibit B.

1 4. On November 29, 2018, defendants served plaintiff with, and filed with the
2 Superior Court, their answer to the Complaint. A true and correct copy of the answer is
3 attached to this notice as Exhibit C.

4 5. This notice of removal is effected properly and timely pursuant to 28 U.S.C.
5 section 1446(b)(1), as it is filed within 30 days after Sodexo was served with the
6 summons and Complaint in the Action. *See* 28 U.S.C. § 1446(b) (“The notice of
7 removal of a civil action or proceeding shall be filed within 30 days after the receipt by
8 the defendant, through service or otherwise, of a copy of the initial pleading setting forth
9 the claim for relief upon which such action or proceeding is based.”).

10 6. Notice of this removal will be given promptly to plaintiff and the Superior
11 Court pursuant to 28 U.S.C. section 1446(d).

12 7. Venue of this Action exists in this District pursuant to 28 U.S.C. section
13 1441(a) because the Superior Court is located within this District.

14 8. The Action is one over which this Court has original jurisdiction under the
15 provisions of 28 U.S.C. section 1332, and may be removed to this Court pursuant to 28
16 U.S.C. sections 1441(a) and (b), on the following grounds:

17 a. The Action is properly removed to this Court under the amended
18 rules for diversity of citizenship jurisdiction under CAFA.

19 b. CAFA amended 28 U.S.C. section 1332 to provide that a putative
20 class action is removable to federal court if (a) the proposed class members number at
21 least 100; (b) the amount in controversy exceeds \$5,000,000, exclusive of interest and
22 costs; and (c) any member of the class of plaintiffs is a citizen of a state different from
23 any defendant. 119 Stat. 9 § 4(a). Each of these requirements is met in this Action.

24 **The Citizenship of the Parties is Diverse**

25 9. Sodexo is now, and was at the time this Action was commenced, a citizen of
26 a state other than the State of California within the meaning of 28 U.S.C. section
27 1332(c)(1). Sodexo is now, and was as of October 4, 2018, a corporation organized
28 under the laws of the State of Delaware with its principal place of business in the State of

1 Maryland. Declaration of Mahlet Tesfatsion in Support of Defendants' Notice of
2 Removal ("Tsfatsion Decl."), ¶ 2.

3 10. SDH is now, and was at the time this Action was commenced, a citizen of a
4 state other than the State of California within the meaning of 28 U.S.C. section
5 1332(c)(1). SDH is now, and was as of October 4, 2018, a limited liability company
6 organized under the laws of the State of Delaware with its principal place of business in
7 the State of Maryland. SDH is composed solely of Sodexo America, LLC, which is now,
8 and was as of October 4, 2018, a limited liability company organized under the laws of
9 the State of Delaware with its principal place of business in the State of Maryland.
10 Sodexo America, LLC, in turn, is composed solely of Sodexo Management, Inc., which
11 is now, and was as of October 4, 2018, a corporation organized under the laws of the
12 State of New York with its principal place of business in the State of Maryland.
13 Tsfatsion Decl., ¶ 3.

14 11. Sodexo and SDH are the only defendants named in this Action. The
15 presence of Doe defendants has no bearing on diversity with respect to removal. *See* 28
16 U.S.C. § 1441(b) ("citizenship of defendants sued under fictitious name shall be
17 disregarded"). Accordingly, no named defendant is a citizen of California, in which state
18 the Action was filed, and there is complete diversity of citizenship between parties.

19 12. Defendants are informed and believe that, at the time this Action was
20 commenced, plaintiff was a citizen of the State of California within the meaning of 28
21 U.S.C. section 1332(a). *See* Cmplt., ¶ 5 ("Plaintiff Estevan Rivera is a resident of
22 Orange, California."). For diversity purposes, a person is a "citizen" of the state in which
23 he is domiciled. *Kantor v. Wellesley Galleries, Ltd.*, 704 F.2d 1088, 1090 (9th Cir.
24 1983). A person's domicile is the place he resides with the intention to remain or to
25 which he intends to return. *Kantor v. Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir.
26 2001).

27 **The Proposed Class Members Number at Least 100**

28 13. Plaintiff defines his proposed class as "[a]ll nonexempt or hourly paid

1 employees who worked for Defendants in California within four years prior to the filing
2 of this complaint until the date of certification.” Cmpl., ¶ 15. The Complaint asserts
3 that “the class is estimated to be greater than five hundred (500) individuals.” *Id.*,
4 ¶ 20(a).

5 14. Since October 4, 2014, defendants employed at least 27,062 non-exempt
6 employees in positions in the State of California. Tesfatsion Decl., ¶ 9. Accordingly, the
7 requirement that the proposed class members number at least 100 is easily satisfied.

8 **The Amount in Controversy Exceeds \$5,000,000**

9 15. A defendant’s notice of removal “need include only a plausible allegation
10 that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee*
11 *Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 549 (2014). “[T]he amount-in-
12 controversy allegation of a defendant seeking federal-court adjudication should be
13 accepted when not contested by the plaintiff or questioned by the court.” *Id.* at 550. If
14 challenged, under CAFA a removing defendant need prove by only a preponderance of
15 the evidence that the amount in controversy exceeds \$5,000,000. *Rodriguez v. AT&T*
16 *Mobility Servs. LLC*, 728 F.3d 975, 981 (9th Cir. 2013) (“A defendant seeking removal of
17 a putative class action must demonstrate, by a preponderance of evidence, that the
18 aggregate amount in controversy exceeds the jurisdictional minimum.”). A
19 preponderance of the evidence requires that a defendant demonstrate that “it is more
20 likely than not” that the amount in controversy satisfies the jurisdictional minimum.
21 *Abrego Abrego v. Dow Chem. Co.*, 443 F.3d 676, 683 (9th Cir. 2006) (citing and quoting
22 *Sanchez v. Monumental Life Ins. Co.*, 102 F.3d 398, 404 (9th Cir. 1996)).

23 16. Under the removal statute, “[i]n any class action, the claims of the individual
24 class members shall be aggregated to determine whether the matter in controversy
25 exceeds the sum or value of \$5,000,000, exclusive of interest and costs.” 28 U.S.C.
26 § 1332(d)(6).

27 17. Plaintiff alleges, among other things, that “Defendants willfully failed to pay
28 Plaintiff and the other class members who are no longer employed by Defendants their

1 wages ... either at the time of discharge, or within seventy-two (72) hours of their leaving
2 Defendants' employ." Cmpl., ¶ 62. Plaintiff also alleges that "Plaintiff and other class
3 members are entitled to recover from Defendants the statutory penalty for each day they
4 were not paid, at their regular hourly rate of pay, up to a thirty (30) day maximum
5 pursuant to California Labor Code section 203." *Id.*, ¶ 65. Plaintiff seeks to recover
6 "penalties owed under California Labor Code Sections 201-203." *Id.*, Prayer for Relief,
7 ¶ 12.

8 18. Three statutory provisions detail the requirements for pay upon termination
9 in the State of California. California Labor Code section 201 provides that if an
10 employer discharges an employee, it must pay the employee the wages earned and unpaid
11 at the time of discharge. Labor Code section 202 provides that if an employee quits his
12 or her employment, and employer must pay the employee's final wages not later than 72
13 hours thereafter, and on the day of termination if the employee has given 72 hour
14 previous notice of his or her intention to quit. Labor Code section 203 imposes waiting-
15 time penalties in the amount of an employee's daily wages up to a maximum of 30 days
16 for violations of sections 201 and 202. Cal. Lab. Code §§ 201-203.

17 19. A claim for waiting-time penalties is governed by the same statute of
18 limitations as the underlying wage claim, *i.e.*, three years. Cal. Lab. Code § 203(b); Cal.
19 Code Civ. Proc. § 338(a); *Pineada v. Bank of Am.*, 50 Cal. 4th 1389, 1401 (2010)
20 (holding that three-year statute of limitations under Code of Civil Procedure section
21 338(a) applies to Labor Code section 203 claims). Therefore, the limitations period for
22 plaintiff's waiting-time penalties claim began on October 4, 2015 (*i.e.*, three years before
23 plaintiff filed the Complaint on October 4, 2018).

24 20. From October 4, 2015, to November 2, 2018, 14,586 non-exempt employees
25 in California separated from employment with defendants. Tesfatsion Decl., ¶ 10. Of
26 these, 6,908 were full-time employees who, on average, worked 7.86 hours per day at an
27 hourly wage rate at the time of termination of \$13.97, *id.*, ¶ 11; and 7,678 were part-time
28 employees who, on average, worked 6.28 hours per day at an hourly wage rate at the time

1 of termination of \$12.24, *id.*, ¶ 12.

2 21. Accordingly, if, as plaintiff alleges, defendants violated Labor Code sections
3 201 and 202 with respect to non-exempt employees whose employment terminated
4 during the applicable limitations period, his claim for alleged unpaid waiting-time
5 penalties would be \$40,461,413.24, calculated as follows:

6 a. For separated full-time non-exempt employees: \$22,755,822.40
7 (\$13.97/hour (average hourly rate) x 7.86 hours (average hours daily)
8 x 30 days x 6,908 (number of separated full-time non-exempt
9 employees). Tesfatsion Decl., ¶ 13.

10 b. For separated full-time non-exempt employees: \$17,705,590.84
11 (\$12.24/hour (average hourly rate) x 6.28 hours (average hours daily)
12 x 30 days x 7,678 (number of separated full-time non-exempt
13 employees). Tesfatsion Decl., ¶ 14.

14 c. Total for all separated non-exempt employees: \$40,461,413.24
15 (\$22,755,822.40 + 17,705,590.84). Tesfatsion Decl., ¶ 15.

16 22. Since the foregoing analysis looks only at one of seven claims brought by
17 plaintiff for class-wide damages and penalties, there is no question that the amount in
18 controversy in this action easily exceeds \$5,000,000, exclusive of costs and interest.

19 23. In setting forth this calculation, defendants do not admit that they are liable
20 to plaintiff and the putative class in this amount or any amount. In fact, defendants deny
21 that they are liable to plaintiff and the putative class in any amount.

22 24. Based on the foregoing, all requirements under CAFA are satisfied and the
23 Action may be removed to this Court on grounds of diversity of citizenship jurisdiction.

24 Dated: November 30, 2018. JEFFREY D. WOHL
25 PAUL A. HOLTON
26 PAUL HASTINGS LLP

27 By: /s/ Jeffrey D. Wohl
28 Jeffrey D. Wohl
Attorneys for Defendants
Sodexo, Inc., and SDH Education West, LLC

EXHIBIT A

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

OCT 04 2018

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By: Isaac Lovo, Deputy

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7 Attorneys for Plaintiff,
ESTEVAN RIVERA, individually and on behalf of a
8 class of similarly situated individuals

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

12 ESTEVAN RIVERA, individually and on
13 behalf of a class of similarly situated
14 individuals,

15 Plaintiff,

16 v.

17 SODEXO, INC., a Delaware Corporation,
SDH EDUCATION WEST LLC, a Delaware
18 LLC, and DOES 1 -100, inclusive,

19 Defendants.
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21
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23
24

Case No.

18STCV00292

[CLASS ACTION-UNLIMITED CASE]

CLASS ACTION COMPLAINT FOR:

- (1) Violation of California Labor Code §§ 2800 and 2802 (Unpaid Business Related Expenses);
- (2) Violation of California Labor Code §§ 1194, 1197, 1197.1 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 221 and 400-410 (Unlawful Business Deductions)
- (4) Violation of California Labor Code §§ 201 and 202 (Wages Not Paid Upon Termination);
- (5) Violation of California Labor Code § 204 (Wages Not Paid During Employment);
- (6) Violation of California Labor Code Section 226 (Wage Statements), and
- (7) Violation of California Business & Professions Code §§ 17200 et seq.

DEMAND FOR JURY TRIAL

27 Plaintiff, individually and on behalf of all other similarly situated individuals, alleges
28 as follows:

JURISDICTION AND VENUE

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1. This class action is brought pursuant to California Code of Civil Procedure section 382. The monetary damages and restitution sought by plaintiff exceeds the minimal jurisdiction limits of the superior court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, article VI, section 10, which grants the superior court "original jurisdiction in all causes except those given by statute to other courts." The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over all defendants because, upon information and belief, each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because defendant Sodexo, Inc. and SDH Education West LLC, are foreign corporations with operations throughout California and thus may be sued in any County in the State.

THE PARTIES

5. Plaintiff Estevan Rivera is a resident of Orange, California.

6. Defendant Sodexo, Inc., was and is, upon information and belief, a Delaware corporation, with its executive offices in Maryland, which has designated a principal place of business in Bakersfield, California. It has businesses and offices throughout the State of California, including Los Angeles County.

7. Defendant SDH Education West LLC was and is, upon information and belief, a Delaware corporation, with its executive offices in Maryland, which has designated a principal place of business in Bakersfield, California. It has businesses and offices throughout the State of California, including Los Angeles County.

8. Plaintiff is unaware of the true names or capacities of defendants sued herein

1 under the fictitious names Does 1 through 100, but prays for leave to amend and serve such
2 fictitiously named defendants pursuant to California Code of Civil Procedure section 474
3 once their names and capacities become known.

4 9. Plaintiff is informed and believes, and thereon alleges, that Does 1 through
5 100 are the partners, agents, owners, shareholders, managers, or employees of Sodexo, Inc.
6 and SDH Education West LLC, and were acting on behalf of Sodexo, Inc. and SDH
7 Education West LLC, at all relevant times.

8 10. Plaintiff is informed and believes, and thereon alleges, that each and all of the
9 acts and omissions alleged herein was performed by, or is attributable to, Sodexo, Inc. and
10 SDH Education West LLC, and Does 1 through 100 (collectively "Defendants"), each
11 acting as the agent for the other, with legal authority to act on the other's behalf. The acts
12 of any and all Defendants were in accordance with, and represent the official policy of,
13 Defendants.

14 11. At all times herein mentioned, defendants, and each of them, ratified each and
15 every act or omission complained of herein. At all times herein mentioned, defendants, and
16 each of them, aided and abetted the acts and omission of each and all the other defendants
17 in proximately causing the damages herein alleged.

18 12. Plaintiff is informed and believes, and thereon alleges, that each of said
19 defendants is in some manner intentionally, negligently, or otherwise responsible for the
20 acts, omissions, occurrences, and transactions alleged herein.

21
22 **CLASS ACTION ALLEGATIONS**

23 13. Plaintiff brings this action on his own behalf, as well as on behalf of each and
24 all other persons similarly situated and, thus, seeks class certification under California Code
25 of Civil Procedure section 382.

26 14. All claims alleged herein arise under California law for which plaintiff seeks
27 relief authorized by California law.

28 15. The proposed class is comprised of and defined as:

1 All nonexempt or hourly paid employees who worked for
2 Defendants in California within four years prior to the filing of this
complaint until the date of certification ("Class").

3 16. The proposed Subclass is comprised of and defined as:

4 All nonexempt or hourly paid employees who worked for
5 Defendants in California and purchased Shoes for Crews shoes
6 within four years prior to the filing of this complaint until the date of
certification until the date of certification ("Unlawful Purchase
Subclass").

7 17. The proposed Subclass is comprised of and defined as:

8 All nonexempt or hourly paid employees who worked for
9 Defendants in California and had the cost of Shoes for Crews shoes
10 deducted from their paycheck without reimbursement within four
11 years prior to the filing of this complaint until the date of
certification until the date of certification ("Unlawful Deduction
Subclass").

12 18. Plaintiff reserves the right to redefine the Class and Subclasses above and to
13 establish additional Subclasses as appropriate based on investigation and discovery.

14 19. The members of the Class and Subclasses will be referred to collectively as
15 "class members" throughout this complaint.

16 20. There is a well-defined community of interest in the litigation and the Class
17 and Subclasses are easily ascertainable:

18 (a) Numerosity: The members of the Class and Subclasses are so
19 numerous that joinder of all members would be unfeasible and impractical. The
20 membership of the entire class is unknown to plaintiff at this time; however, because
21 defendants have multiple restaurants, the class is estimated to be greater than five hundred
22 (500) individuals, and the identity of such membership is readily ascertainable by
23 inspection of defendants' employment records.

24 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
25 protect the interests of each class member with whom he has a well-defined community of
26 interest, and plaintiff's claims (or defenses, if any) are typical of all class members as
27 demonstrated herein.
28

1 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately,
2 protect the interests of each class member with whom he has a well-defined community
3 interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that he has
4 an obligation to make known to the Court any relationship, conflicts, or differences with
5 any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules
6 governing class action discovery, certification, and settlement. Plaintiff has incurred, and
7 throughout the duration of this action will continue to incur, costs and attorneys' fees that
8 have been, are, and will be necessarily expended for the prosecution of this action for the
9 substantial benefit of each class member.

10 (d) Superiority: The nature of this action makes the use of class action
11 adjudication superior to other methods. Class action will achieve economies of time, effort,
12 and expense, as compared to separate lawsuits, and will avoid inconsistent outcomes
13 because the same issues can be adjudicated in the same manner and at the same time for the
14 entire class.

15 (e) Public Policy Considerations: Employers in the state of California
16 violate employment and labor laws every day. Current employees are often afraid to assert
17 their rights out of fear of direct or indirect retaliation. Former employees are fearful of
18 bringing actions because they believe their former employers may damage their future
19 endeavors through negative references and/or other means. Class actions provide the class
20 members who are not named in the complaint with a type of anonymity that allows for the
21 vindication of their rights at the same time as their privacy is protected.

22 21. There are common questions of law and fact as to the Class and Subclasses
23 that predominate over questions affecting only individual members, including, but not
24 limited to:

25 (a) Whether defendants unlawfully collected wages previously paid to
26 Plaintiff and other class members by, among other things, deducting the costs of slip
27 resistant or slip resistant shoes directly from employee paychecks;

28 (b) Whether defendants deducted the costs of slip resistant or slip resistant

1 shoes from Plaintiff and class members compensation, in violation of Labor Code Sections
2 221-224 and/or without consent of Plaintiff and class members;

3 (c) Whether defendants unlawfully imposed business costs on class
4 members in violation of Labor Code Sections 2800 and 2802;

5 (d) Whether Defendants failed to pay Plaintiff and class members the
6 minimum wage, in violation of California Labor Code sections 1194, 1197 and 1197.1, for
7 the pay periods when Defendants made deductions for business-related slip resistant shoes
8 from their employees' paychecks through Defendants' "Shoes for Crews" program;

9 (e) Whether defendants failed to promptly pay all wages to plaintiff and
10 class members upon their discharge or resignation of employment;

11 (f) Whether defendants wage statements violated California Labor Code
12 Section 226;

13 (g) Whether defendants' conduct was willful or reckless;

14 (h) Whether defendants engaged in unfair business practices in violation
15 of California Business & Professions Code sections 17200 et seq.; and

16 (i) The appropriate amount of damages, restitution, or monetary penalties
17 resulting from defendant's violations of California law.

18

19 **GENERAL ALLEGATIONS**

20 22. At all times set forth, Defendants employed Plaintiff and other persons as
21 nonexempt or hourly paid employees.

22 23. Defendants continue to employ nonexempt or hourly paid employees.

23 24. Plaintiff is informed and believes, and thereon alleges, that at all times herein
24 mentioned, Defendants were advised by skilled lawyers and other professionals, employees,
25 and advisors knowledgeable about California labor and wage law, employment, and
26 personnel practices, and about the requirements of California law.

27 25. Shoes for Crews (hereinafter "Shoes For Crews" or "SFC") allowed Sodexo,
28 Inc. and SDH Education West LLC, and other companies to participate in their "corporate

1 shoe-purchasing program." By participating in the program, SFC provided Sodexo, Inc. and
2 SDH Education West LLC, with a "Limited Warranty", which states, in relevant part:

3 "Shoes For Crews, LLC hereby agrees to reimburse a qualifying company
4 participating in the Shoes For Crews corporate shoe purchasing program
5 (Participating Company) for any direct medical expenses paid by Participating
6 Company for injuries sustained by employees of Participating Company resulting
7 from slip and fall accidents while wearing shoes purchased from Shoes For Crews,
8 subject to the following conditions and exceptions. [...]The maximum
9 reimbursement for an individual claim is up to \$5,000, and the annual maximum
10 reimbursement for all individual claims combined is limited to 20% of Participating
11 Company's purchases from SFC during the 12 month period preceding the month in
12 which the accident occurred."

13 26. Any time Defendants are self-insured, the warranties provided by SFC
14 directly cover the cost of compensation by paying medical expenses. Any time Defendants
15 have workers compensation insurance, the warranties indirectly cover the cost of
16 compensation by defraying increases in insurance premiums and replacing lost dividends.
17 (*Allied Interstate Inc. v. Sessions Payroll Management, Inc.*, (2012) 203 Cal.App.4th 808,
18 818 [claims made by a company's employees correlate to an experience modification factor
19 that is used when calculating the employers' workers' compensation insurance premium];
20 *Tudor Ranches, Inc. v. State Comp. Ins. Fund* (1998) 65 Cal.App.4th 1422, 1426, fn. 2;
21 [claims impact an insurer's reserves, which "directly affect the insured's premiums and
22 dividends".])

23 27. Defendants pressure, force, and otherwise require their employees to purchase
24 slip resistant shoes from Shoes for Crews during their employment with Defendants.
25 Defendants offer the Shoes for Crews Program to their employees for the purpose of
26 requiring them to purchase the shoes directly or through payroll deductions. Shoes for
27 Crews markets its slip resistant shoes to employers by offering to the employers'
28 reimbursement for thousands of dollars in workers compensation expenses incurred in

1 connection with a work-place slip and fall. Shoes for Crews reimburse employers for
2 medical expenses paid by the workers compensation board for injuries sustained by an
3 employee at the workplace in the course and scope of employment.

4 28. In connection with Defendants' implementation of the "Shoes for Crews"
5 program, Plaintiff has had the cost of slip resistant shoes from the Shoes for Crews program
6 deducted from his wages. Defendants compel, coerce, and/or require employees to buy slip
7 resistant shoes and pay the cost of these shoes themselves, by wage deductions or
8 otherwise.

9 29. Plaintiff is informed and believes, and thereon alleges that Defendants knew
10 or should have known that Plaintiff and other class members should not have been allowed
11 to bear the cost of defendants Shoes for Crews program, since Defendants thereby allowed
12 employees to bear the cost of uniform expenses that Defendants are required to bear.

13 30. Plaintiff is informed and believes, and thereon alleges that Defendants knew
14 or should have known that they were prohibited from permitting or requiring Plaintiff and
15 class members to pay sums to cover all or part of the cost of workers' compensation, but
16 did accept or require employees purchasing shoes, in order to cover all or part of the cost of
17 workers' compensation expenses.

18 31. When the employees purchased SFC shoes, whether directly or having these
19 sums deducted from wages, they indirectly contributed to the cost of compensation because
20 their purchases resulted in Defendants receiving warranties from SFC. These warranties
21 provided by SFC were designed to offset workers' compensation medical expenses.
22 Undeniably, the warranties did in fact, to the extent specified, cover the cost of workers
23 compensation. Because the warranties extended by SFC are funded by employee purchases
24 of SFC shoes, Defendants had a significant incentive to compel and/or require employees to
25 purchase SFC shoes.

26 32. Thus, when Defendants' employees purchased SFC shoes, or have the cost of
27 SFC shoes deducted from their compensation, they secured at least part of the cost of
28 worker's compensation. Because Defendants received contractual protection against

1 medical expenses, rising premiums, etc., it does not matter whether any employees actually
2 suffered slip and fall accidents triggering the warranties.

3 33. Defendants, by permitting employees to bear the costs of the Shoes for Crews
4 program, are imposing costs of workers compensation on employees, including expenses
5 incurred in connection with obtaining workers compensation coverage, such as insurance
6 premiums. Indeed, Shoes for Crews markets its program as designed to help the employer
7 reduce the cost of workers compensation premiums while the price of the shoes is solely
8 deducted from employee paychecks, or otherwise paid by employees. Shoes for Crews
9 states that: "Participating corporations save considerably on reduced employee slip & falls,
10 workers comp claims, and insurance premiums. (But the program does not cost them
11 anything.)"

12 34. Workers Compensation insurers routinely advise employers that they are
13 eligible for a discount on workers compensation premiums otherwise owed when the
14 employers adopt "management-endorsed safety programs." The rates calculated by workers
15 compensation insurers routinely entail awarding a credit on rates which would be otherwise
16 paid by the employer if the employer has adopted "good safety practices" or if there is a
17 reduction in the number of injuries sustained by employees.

18 35. Workers compensation insurers consider slip resistant shoes worn by
19 employees to be a safety program or good safety practices for which they will reduce the
20 employers' workers compensation premiums. Also, a reduced number of slip and falls at
21 the workplace will also lower employer workers compensation premiums. Here, Plaintiff is
22 informed and believes and thereon alleges, Defendants have obtained the benefit of a
23 reduction of their workers compensation premiums as a result of employees wearing slip
24 resistant shoes, but have permitted Defendants' employees, including Plaintiff and other
25 class members, to pay the cost of the shoes (out of wages or directly) which operates to pay
26 for the reduced premium cost.

27 36. Defendants are thus passing along to their employees the cost of workers
28 compensation. They do so by allowing the employees to pay the cost of the slip resistant

1 shoes (an employee sponsored safety program) which thus funds a third-party warranty
2 program that will reimburse the employer for thousands of dollars in workers compensation
3 costs incurred in connection with work-place slip and falls. And Defendants pass along
4 these workers compensation costs by permitting employees to pay the cost of purchasing
5 employer sponsored slip resistant shoes, thereby funding an employer sponsored safety
6 program, which operates to reduce employer workers compensation premiums.

7 37. Here, Defendants are requiring employees to finance the cost of insurance
8 which will repay the employer up to thousands of dollars in workers compensation
9 expenses for slip and falls which occur in the work-place. Defendants are also acting to
10 reduce workers compensation premiums through the strategy of shifting the cost of workers
11 compensation costs to employees.

12 38. As outlined at length in Paragraphs 31-37 above, Defendants have a great
13 incentive for their employees to purchase SFC shoes and as a result coerce, compel and/or
14 require their employees to participate in the program and purchase SFC shoes as part of
15 their uniform for employment with Defendants.

16
17 **FIRST CAUSE OF ACTION**

18 Violation of California Labor Code §§ 2800 and 2802 and Industrial Wage Order §9
19 (Against All Defendants)

20 39. Plaintiff incorporates by reference and realleges as if fully stated herein the
21 allegations set out in the paragraphs above.

22 40. At all times herein set forth, California Labor Code sections 2800 and 2802
23 provide that an employer must reimburse employees for all necessary expenditures incurred
24 by the employee in direct consequence of the discharge of his or his job duties.

25 41. Further, Industrial Wage Order § 9 states that "When uniforms are required
26 by the employer to be worn by the employee as a condition of employment, such uniforms
27 shall be provided and maintained by the employer."

28 42. Plaintiff and other class members were required to wear SFC slip resistant

1 shoes as part of their uniform for their employment with Defendants.

2 43. Plaintiff and other class members incurred necessary business-related
3 expenses and costs that were not fully reimbursed by Defendants, including and without
4 limitation, the costs of SFC slip resistant shoes incurred in direct consequence of their
5 employment with Defendants.

6 44. Specifically, Defendants had, and continue to have, a policy and practice of
7 requiring employees, including Plaintiff and class members, to pay for business-related
8 expenses, including paying for the costs of SFC slip resistant shoes through Defendants'
9 mandatory "Shoes for Crews" program, or slip resistant shoes program, from their own
10 funds. Defendants had, and continue to have, a policy of not reimbursing employees,
11 including Plaintiff and class members, for said business-related expenses and costs.

12 45. Defendants have intentionally and willfully failed to fully reimburse Plaintiff
13 and other class members for necessary business-related expenses and costs.

14 46. Plaintiff and other class members are entitled to recover from Defendants
15 their business-related expenses incurred during the course and scope of their employment,
16 plus interest, as well as costs and attorney's fees pursuant to Labor Code Section 2800 and
17 2802.

18
19 **SECOND CAUSE OF ACTION**

20 Violation of California Labor Code §§ 1194, 1197, 1197.1

21 (Against All Defendants)

22 47. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
23 allegations set out in the paragraphs above.

24 48. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1
25 provided that the minimum wage for employees fixed by the Industrial Welfare
26 Commission is the minimum wage to be paid to employees, and the payment of a lesser
27 wage than the minimum so fixed is unlawful.

28 49. As stated above, Defendants engaged in a practice and/or policy of unlawfully

1 deduct from or reduce an employee's wages for the purpose of shifting the employer's
2 ordinary costs of doing business to the employee.

3 56. At all material times set forth herein, Defendants collected from Plaintiff and
4 other class members wages previously paid to them, by, among other things, directly
5 deducting the costs of business-related SFC slip resistant shoes from their paychecks
6 through Defendants' participation in the "Shoes for Crews" program.

7 57. Thus, at all material times set forth herein, Plaintiff and other class members
8 contributed to the capital and expenses of Defendants' businesses, which constitutes putting
9 up a cash bond and must be refunded by Defendants to Plaintiff and other class members.

10 58. California Labor Code section 218.6 provides for interest specified in
11 California Civil Code section 3289(b), accruing from the date that the wages were due and
12 payable.

13 59. Plaintiff and other class members are entitled to the return of all cash bonds or
14 other investments in Defendants' businesses, with interest at the statutory rate, and
15 attorneys' fees, as well as costs of suit.

16
17 **FOURTH CAUSE OF ACTION**

18 Violation of California Labor Code §§ 201-202

19 (Against All Defendants)

20 60. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
21 allegations set out in the paragraphs above.

22 61. At all times herein set forth, California Labor Code sections 201 and 202
23 provide that if an employer discharges an employee, the wages earned and unpaid at the
24 time of discharge are due and payable immediately, and that if an employee voluntarily
25 leaves his or his employment, his or his wages shall become due and payable not later than
26 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours
27 previous notice of his or his intention to quit, in which case the employee is entitled to his
28 or his wages at the time of quitting.

1 month, other than those wages due upon termination of an employee, are due and payable
2 between the 1st and the 10th day of the following month.

3 69. California Labor Code section 204 provides that all wages earned for labor in
4 excess of the normal work period shall be paid no later than the payday for the next regular
5 payroll period.

6 70. During the relevant time period, Defendants willfully failed to pay Plaintiff
7 and the other class members the wages due to them, including, without limitation,
8 reimbursable business expenses, cash payments, and unlawfully deducted wages, within
9 any time period permissible by California Labor Code section 204.

10 71. Plaintiff and the other class members are entitled to recover all penalties and
11 remedies available for violations of California Labor Code section 204.

12
13 **SIXTH CAUSE OF ACTION**

14 **Violation of California Labor Code § 226**

15 **(Against All Defendants)**

16 72. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
17 allegations set out in the paragraphs above.

18 73. At all material times set forth herein, California Labor Code section 226(a)
19 provides that every employer shall furnish each of his or his employees an accurate
20 itemized wage statement in writing, including, without limitation, showing all wages paid,
21 including all deductions, the rate of pay, and hours worked.

22 74. Defendants knowingly and intentionally did not furnish Plaintiffs with
23 accurate itemized statements required under Labor Code section 226(a).

24 75. As a result of Defendants' violation of California Labor Code section 226(a),
25 Plaintiff and the other class members have suffered injury and damage to their statutorily
26 protected rights.

27 76. Specifically, Plaintiffs and the other class members have been injured by
28 Defendants' intentional violation of California Labor Code section 226(a) because they

1 were denied both their legal right to receive, and their protected interest in receiving,
2 accurate, itemized wage statements under California Labor Code section 226(a).

3 77. Plaintiff and the other class members are entitled to recover from Defendants
4 the greater of their actual damages caused by Defendants' failure to comply with California
5 Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
6 employee.

7 78. Plaintiff and the other class members are also entitled to injunctive relief to
8 ensure compliance with this section, pursuant to California Labor Code section 226(g), plus
9 costs and attorneys' fees for violation of California Labor Code section 226(a).

10
11 **SEVENTH CAUSE OF ACTION**

12 Violation of California Business & Professions Code §§ 17200 et seq.

13 (Against All Defendants)

14 79. Plaintiff incorporates by reference and realleges as if fully stated herein the
15 allegations set out in the paragraphs above.

16 80. Defendants' conduct, as alleged in this complaint, has been, and continues to
17 be, unfair, unlawful, and harmful to the plaintiff, the other members of the class, and the
18 general public. Plaintiff seeks to enforce important rights affecting the public interest
19 within the meaning of Code of Civil Procedure section 1021.5.

20 81. Defendants' activities, as alleged herein, are violations of California law, and
21 constitute unlawful business acts and practices in violation of California Business &
22 Professions Code section 17200 et seq. A violation of California Business & Professions
23 Code sections 17200 et seq. may be predicated on the violation of any state or federal law.
24 In the instant case, Defendants' policies and practices violate California Labor Code
25 sections referred to in this complaint.

26 82. In addition to the above mentioned violations of California law in Paragraphs
27 1-79, Defendants' conduct is in violation of California Labor Code section 450 which
28 reads: "No employer, or agent or officer thereof, or other person, may compel or coerce

1 any employee, or applicant for employment, to patronize his or her employer, or any other
2 person, in the purchase of any thing of value.” (Lab. Code, § 450, subd. (a)). Plaintiff
3 alleges Defendants’ violation of this Labor Code section is an unfair business practice
4 under the California Business & Professions Code sections 17200 et seq.

5 83. Pursuant to California Business & Professions Code sections 17200 et seq.,
6 plaintiff and class members are entitled to restitution of sums withheld and retained by
7 defendants during a period that commences four years prior to the filing of this complaint;
8 an award of attorneys’ fees pursuant to California Code of Civil Procedure section 1021.5,
9 the common fund theory, catalyst theory and other applicable laws; and an award of costs.

10
11 **PRAYER FOR RELIEF**

12 Plaintiff, individually, and on behalf of all others similarly situated, prays for relief
13 and judgment against defendants, jointly and severally, as follows:

14 **Class Certification:**

- 15 1. That this case be certified as a class action;
16 2. That plaintiff be appointed as the representative of the Class and Subclasses;
17 and,
18 3. That counsel for plaintiff be appointed as Class counsel.

19 **As to the First Cause of Action**

- 20 4. That the Court declare, adjudge, and decree that defendants violated
21 California Labor Code sections 2800 and 2802;
22 5. For all actual, consequential, and incidental losses and damages, according to
23 proof, and pre-judgment interest;
24 6. For attorneys’ fees and costs; and
25 7. For such other and further relief as the Court may deem equitable and
26 appropriate.

27
28

1 **As to The Second, Third, Fourth, and Fifth Causes of Action**

2 8. For all wages and other damages owed;

3 9. For pre-judgment interest;

4 10. For attorney's fees and costs under Labor Code Sections 218.5, 1194, the
5 private attorneys general act, and the common fund theory of recovery, and any other
6 applicable statute or law;

7 11. For penalties and liquidated damages owed under Labor Code Sections 1197
8 and 1197.1;

9 12. For all wages and penalties owed under California Labor Code Sections 201-
10 203;

11 13. For such other and further relief as the Court may deem equitable and
12 appropriate.

13 **As to The Sixth Cause of Action**

14 14. For statutory penalties, injunctive relief and attorneys' fees and costs, as
15 provided by Labor Code Section 226;

16 15. For such other and further relief as the Court may deem equitable and
17 appropriate.

18 **As to the Seventh Cause of Action**

19 16. For restitution all sums due to Plaintiff and all class members and
20 prejudgment interest from the day such amounts were due and payable;

21 17. For the appointment of a receiver to receive, manage, and distribute any and
22 all funds disgorged from defendants and determined to have been wrongfully acquired by
23 defendants as a result of violations of California Business & Professions Code sections
24 17200 et seq.;

25 18. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
26 California Code of Civil Procedure section 1021.5, and the common fund theory of
27 recovery;

28 19. For injunctive relief to ensure compliance with this section, pursuant to

1 California Business & Professions Code section 17200 et seq.; and
2 20. For such other and further relief as the Court may deem equitable and
3 appropriate.
4

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.
7

8 Dated: September 26, 2018

FRONTIER LAW CENTER

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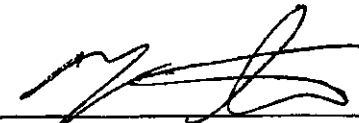
By: 
Robert Starr, Esq.
Eric S. Mintz Esq.
Manny Starr, Esq.
Attorney for Plaintiff ESTEVAN
RIVERA, individually and on behalf of
a class of similarly situated individuals

EXHIBIT B

SUMMONS (CITACION JUDICIAL)

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

SODEXO, INC., a Delaware Corporation, SDH EDUCATION WEST LLC, a Delaware LLC, and DOES 1 -100, inclusive

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

ESTEVAN RIVERA, individually and on behalf of a class of similarly situated individuals

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

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

OCT 18 2018

Sherri R. Carter, Executive Officer/Clerk of Court
By Soraya Romero 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 le 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 desecher el caso.

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

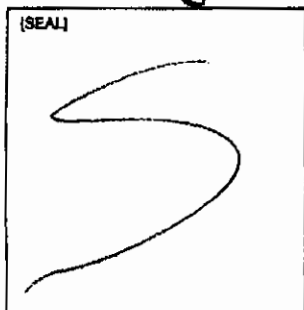
Los Angeles County Superior Court, Stanley Mosk Courthouse
111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):
18STCV00292

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):
Frontier Law Center, APC, 23901 Calabasas Road, Suite 2074, Calabasas, CA, 91302, (818) 814-3433

DATE: (Fecha) Oct 18 2018 Clerk, by: (Secretario) SORAYA ROMERO, 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
- as an individual defendant.
 - as the person sued under the fictitious name of (specify):
 - on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
 - by personal delivery on (date):

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Manny M. Starr (319778) Frontier Law Center 23901 Calabasas Road, #2074 Calabasas, CA 91302 TELEPHONE NO.: (818) 914-3433 FAX NO.: (818) 914-3433 ATTORNEY FOR (Name): Plaintiff Estevan Rivera	FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles OCT 04 2018 Sherri R. Carter, Executive Officer/Clerk of Court By: Isaac Lovo, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Central	CASE NUMBER: <div style="font-size: 24pt; font-weight: bold; text-align: center;">18STCV00292</div> JUDGE: DEPT:
CASE NAME: Estevan v. Sodexo	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)

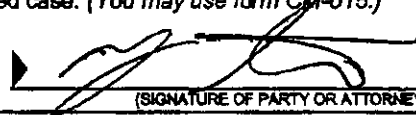
Items 1-6 below must be completed (see instructions on page 2).

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 P/DP/W/D (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DP/W/D (23) Non-P/DP/W/D (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-P/DP/W/D tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (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 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 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): 7
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: September 26, 2018
 Manny M. Starr



(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.

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

SHORT TITLE: Rivera v. Sodexo	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"/> A8108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A8115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A8151 Writ - Administrative Mandamus <input type="checkbox"/> A8152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A8153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A8150 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"/> A6008 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"/> A6038 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, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 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/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> A6100 Other Civil Petition	2, 9		

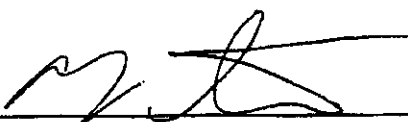
SHORT TITLE: Rivera v. Sodexo	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location,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

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.	ADDRESS: 9801 Washington Blvd.		
CITY: Gaithersburg	STATE: MD	ZIP CODE: 20878	

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

Dated: September 26, 2018



 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

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

<p>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</p>	<p style="font-size: small;">Reserved for Clerk's File Stamp</p> <p>FILED Superior Court of California County of Los Angeles 10/04/2018 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>Isaac Lovo</u> Deputy</p>
<p>COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012</p>	
<p>NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE</p>	
<p>Your case is assigned for all purposes to the judicial officer indicated below.</p>	<p>CASE NUMBER: 18STCV00292</p>

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	William F. Highberger	10					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **Sherri R. Carter, Executive Officer / Clerk of Court**
 on 10/10/2018 (Date) By Isaac Lovo, 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.

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VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

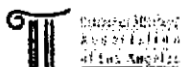


Superior Court of California
County of Los Angeles



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 Council



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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 Council ◆

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

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

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

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

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

The parties agree that:

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

SHORT TITLE:	CASE NUMBER:
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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

EXHIBIT C

COPY

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

NOV 29 2018

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

6 Attorneys for Defendants
7 Sodexo, Inc., and SDH Education West, LLC

8
9 SUPERIOR COURT OF CALIFORNIA
10 COUNTY OF LOS ANGELES

11
12 ESTEVAN RIVERA, individually and on
13 behalf of a class of similarly situated
14 individuals,
15
16 Plaintiff,
17
18 vs.
19 SODEXO, INC., a Delaware Corporation, SDH
20 EDUCATION WEST LLC, a Delaware LLC,
21 and DOES 1 - 100, inclusive,
22
23 Defendants.

No. 18STCV00292
**DEFENDANTS SODEXO, INC., AND
SDH EDUCATION WEST, LLC'S
ANSWER TO PLAINTIFF ESTEVAN
RIVERA'S UNVERIFIED COMPLAINT**

Judge: Hon. William F. Highberger
Dept.: 10

Complaint filed: October 4, 2018
Trial date: None set

DEMAND FOR JURY

FILED

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1 Defendants Sodexo, Inc., and SDH Education West, LLC (collectively referred to in the
2 singular as “Sodexo”), hereby answer the unverified complaint (“Complaint”) of plaintiff Estevan
3 Rivera as follows:

4 **GENERAL DENIAL**

5 1. Pursuant to section 431.30(d) of the California Code of Civil Procedure, Sodexo
6 denies, generally and specifically, each and every allegation in the Complaint.

7 2. Sodexo further denies, generally and specifically, that plaintiff or the others he
8 seeks to represent have been or will be damaged in any sum, or at all, by reason of any act or
9 omission on the part of Sodexo, or any of Sodexo’s past or present agents, representatives, or
10 employees; or that plaintiff or the allegedly aggrieved employees he seeks to represent are
11 entitled to the relief requested.

12 **DEFENSES**

13 Without admitting any facts alleged by plaintiff, Sodexo also raises the following separate
14 defenses to the Complaint:

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

17 2. The Complaint, and each of its causes of action, is barred to the extent that
18 plaintiff has agreed to submit to binding arbitration any or all of the causes of action asserted in
19 the Complaint.

20 3. The Complaint, and each of its causes of action, is barred to the extent that
21 plaintiff is covered by any settlement agreement and/or release covering any causes of action
22 asserted in this action.

23 4. The Complaint, and each of its causes of action, is barred in whole or in part by all
24 applicable statutes of limitation, including but not limited to California Code of Civil Procedure
25 sections 337, 338, 339, 340, and 343; and California Business and Professions Code section
26 17208.

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

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

1 unclean hands.

2 7. The Complaint, and each of its causes of action, is barred by the doctrine of *res*
3 *judicata* and/or collateral estoppel.

4 8. The Complaint, and each of its causes of action, is barred by the doctrine of
5 equitable estoppel.

6 9. The Complaint, and each of its causes of action, is barred by the doctrine of
7 avoidable consequences.

8 10. The Complaint, and each of its claims for relief, is barred because any recovery
9 from Sodexo would result in unjust enrichment to plaintiff.

10 11. Plaintiff has waived or released the right, if any, to pursue the causes of action in
11 the Complaint by reason of his own actions and course of conduct.

12 12. The Complaint, and each of its causes of action, is barred in whole or in part
13 because plaintiff did not satisfy or breached his statutory obligations as provided in the California
14 Labor Code, including but not limited to Labor Code sections 2854, 2856-2859, 2922, and 2924.

15 13. The Complaint, and each of its causes of action, is barred in whole or in part
16 because plaintiff's fundamental breach of his duties as an employee, including the duty of loyalty,
17 is so severe as to render his causes of action void under the Faithless Servant Doctrine and related
18 legal principles.

19 14. The Complaint, and each of its causes of action, is barred in whole or in part
20 because any loss, injury, damage, or detriment alleged in the Complaint resulted from plaintiff's
21 own acts or omissions and was not due to any action or omission of Sodexo.

22 15. The Complaint, and each of its causes of action, is barred in whole or in part
23 because Sodexo had an honest, good-faith belief that all decisions with respect to plaintiff were
24 made solely for legitimate, business-related reasons and were reasonably based upon the facts as
25 Sodexo understood them at the time.

26 16. Plaintiff's causes of action for failure to indemnify for necessary expenditures or
27 losses, however styled, are barred to the extent that plaintiff seeks to recover expenses that were
28 not reasonable and necessary business expenses.

1 17. Plaintiff's causes of action for failure to indemnify for necessary expenditures or
2 losses, however styled, are barred because Sodexo did not know or had no reason to know that
3 plaintiff incurred business expenses.

4 18. Plaintiff's causes of action for failure to indemnify for necessary expenditures or
5 losses, however styled, are barred because Sodexo did not willfully fail to indemnify plaintiff for
6 expenditures or losses, if any.

7 19. Plaintiff's causes of action for failure to indemnify for necessary expenditures or
8 losses, however styled, are barred because Sodexo had a good-faith belief, based in fact and law,
9 that no reimbursements for expenses were due to plaintiff.

10 20. Plaintiff's causes of action for failure to indemnify for necessary expenditures or
11 losses, however styled, are barred to the extent that plaintiff seeks to recover expenses that were
12 not incurred for the primary benefit of Sodexo.

13 21. Plaintiff's causes of action for failure to indemnify under the applicable Wage
14 Order, however styled, are barred because the Wage Order does not support a private right of
15 action, and plaintiff's exclusive remedy is an action before the California Labor Commissioner.

16 22. Plaintiff was paid all wages owed in accordance with the law.

17 23. Any wages allegedly unpaid to plaintiff were for work that was not performed for
18 the primary benefit of Sodexo.

19 24. Any wages allegedly unpaid to plaintiff were for work that Sodexo did not suffer
20 or permit plaintiff to perform.

21 25. Any wages allegedly unpaid to plaintiff were for work that was not performed
22 while under the direction or control of Sodexo.

23 26. Any wages allegedly unpaid to plaintiff were for work that was performed without
24 Sodexo's actual or constructive knowledge.

25 27. Any wages allegedly unpaid to plaintiff were for work that was not "hours
26 worked" within the meaning of applicable law.

27 28. Plaintiff was paid all of his final wages owed in accordance with the law.

28 29. Sodexo did not willfully fail to pay plaintiff's final wages due at termination.

1 30. At the time of termination, Sodexo had a good-faith belief, based in fact and law,
2 that no wages were due to plaintiff.

3 31. Plaintiff secreted or absented himself to avoid payment of final wages, or refused
4 payment of final wages when fully tendered.

5 32. Any failure to pay wages in accordance with California Labor Code section 204
6 was inadvertent and unintentional.

7 33. Plaintiff suffered no actual injury from the alleged failure to provide accurate and
8 complete written wage statements.

9 34. Sodexo did not knowingly or intentionally fail to provide accurate and complete
10 wage statements; and its failure, if any, to provide such wage statements was inadvertent or due to
11 clerical error.

12 35. Plaintiff's cause of action for unfair competition is barred because plaintiff cannot
13 show an injury to competition, as distinguished from injury to him, which such injury Sodexo
14 denies.

15 36. Plaintiff's cause of action for unfair competition is barred because plaintiff is not
16 seeking recovery of a quantifiable sum.

17 37. Plaintiff's cause of action for unfair competition is barred because California
18 Business and Professions Code section 17200 *et seq.*, and as sought to be applied, violates
19 Sodexo's rights under the United States Constitution and the California Constitution in that,
20 among other things, it is void for vagueness, violative of equal protection, violative of due
21 process, an undue burden upon interstate commerce, and violative of the freedom of contract.

22 38. Plaintiff is barred from seeking injunctive relief under section 17200 because
23 plaintiff lacks standing to seek such relief.

24 39. Plaintiff's claim for equitable relief is barred because plaintiff has an adequate and
25 complete remedy at law.

26 40. Plaintiff has failed to mitigate or reasonably attempt to mitigate damages, if any, as
27 required by law, and any recovery to which plaintiff otherwise would be entitled should be
28 precluded or reduced accordingly.

1 41. Plaintiff has failed to satisfy the prerequisites for class certification, and therefore,
2 lacks standing and cannot represent the interests of others.

3 42. The causes of action asserted by plaintiff are neither common to nor typical of
4 those, if any, of the members of the putative class.

5 43. The causes of action asserted by plaintiff are matters in which individual questions
6 predominate and are not appropriate for class treatment.

7 44. Plaintiff's interests are in conflict with the interest of the members of the proposed
8 class or any of its members.

9 45. Plaintiff is an inadequate representative of the putative class.

10 46. Plaintiff has not shown and cannot show that class treatment of the causes of
11 action asserted in the Complaint is superior to other methods of adjudicating the controversy.

12 47. Plaintiff's counsel lack the skills, experience, and expertise to adequately represent
13 the purported class, the existence of which is expressly denied.

14 48. Plaintiff has not shown and cannot show that class treatment of the causes of
15 action asserted in the Complaint is superior to other methods of adjudicating the controversy.

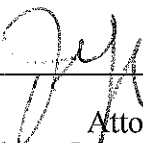
16 49. In the event that a class should be certified in this matter, Sodexo incorporates by
17 reference and re-alleges all of its defenses in response to plaintiff's causes of action on behalf of
18 the class and each class member.

19 **RELIEF REQUESTED**

20 Sodexo asks the Court to deny class certification, to enter judgment in favor of Sodexo
21 and against plaintiff, to award to plaintiff nothing on the Complaint and instead to dismiss the
22 Complaint with prejudice, and to award to Sodexo its costs of suit, including reasonable
23 attorneys' fees, and such further or other relief as the Court may deem proper.

24 Dated: November 29, 2018.

JEFFREY D. WOHL
PAUL A. HOLTON
PAUL HASTINGS LLP

25
26
27 By:  _____
Jeffrey D. Wohl
Attorneys for Defendants
Sodexo, Inc., and SDH Education West, LLC

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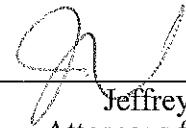
DEMAND FOR JURY

Defendants Sodexo, Inc., and SDH Education West, LLC, hereby demand trial by jury of all issues triable to a jury.

Dated: November 29, 2018.

JEFFREY D. WOHL
PAUL A. HOLTON
PAUL HASTINGS LLP

By: _____



Jeffrey D. Wohl
Attorneys for Defendants
Sodexo, Inc., and SDH Education West, LLC

PROOF OF SERVICE

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I am employed in the City and County of San Francisco, State of California. I am over the age of 18 years, and not a party to the within action. My business address is 101 California Street, 48th Floor, San Francisco, California 94111.

On November 29, 2018, I served the foregoing document described as:

- **DEFENDANTS SODEXO, INC., AND SDH EDUCATION WEST, LLC'S ANSWER TO PLAINTIFF ESTEVAN RIVERA'S UNVERIFIED COMPLAINT**

on the interested parties by placing true and correct copies thereof in envelopes addressed as follows:

Robert L. Starr
Eric S. Mintz
Manny Starr
Frontier Law Center, APC
23901 Calabasas Road, Suite 2074
Calabasas, California 91302

Attorneys for Plaintiff Estevan Rivera

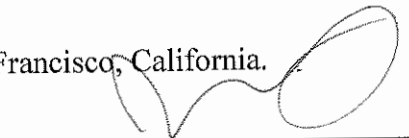
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

robert@frontierlawcenter.com
eric@frontierlawcenter.com
manny@frontierlawcenter.com

- VIA UPS OVERNIGHT MAIL:** By delivering such document(s) to an overnight mail service or an authorized courier in a sealed envelope or package designated by the express service courier addressed to the person(s) on whom it is to be served.
- VIA U.S. MAIL:** The envelopes were then sealed. I am readily familiar with Paul Hastings LLP's practice of collection and processing correspondence for mailing. Under that practice they would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- VIA PERSONAL DELIVERY:** I personally caused to be delivered such sealed envelope by hand to the offices of the addressee(s) pursuant to CCP § 1011.
- BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, the documents were electronically served to the email addresses indicated above.

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

Executed on November 29, 2018, at San Francisco, California.



Isela Gonzalez

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Sodexo, SDH Education 'Passing Along' Workers' Comp Costs to Employees with Slip-Resistant Shoes Mandate, Class Action Claims](#)
