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9 Attorneys for Defendants  
10 EQUITY RESIDENTIAL SERVICES, LLC, and  
EQUITY RESIDENTIAL SERVICES II, LLC

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**

13  
14 PETER VIZZA, as an individual and on  
15 behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 EQUITY RESIDENTIAL SERVICES II,  
19 LLC, a Delaware limited liability company;  
20 EQUITY RESIDENTIAL SERVICES,  
LLC, a Delaware limited liability company;  
and DOES 1 through 100,

21 Defendants.  
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Case No. 2:18-CV-003342

**NOTICE OF REMOVAL**

1 **TO THE CLERK OF THE ABOVE-ENTITLED COURT:** Defendants  
2 Equity Residential Services, LLC and Equity Residential Services II, LLC  
3 (collectively, “Equity Residential”) hereby remove Los Angeles County Superior  
4 Court Case No. BC693215 to this Court. This removal is based on 28 U.S.C.  
5 sections 1332, 1441, 1446 and 1453.

6 **I. PROCEDURAL HISTORY & VENUE**

7 1. On February 7, 2018, Plaintiff Peter Vizza (“Plaintiff”) filed a wage and  
8 hour class action complaint in Los Angeles County Superior Court against Equity  
9 Residential and Does 1 through 100.

10 2. Plaintiff served the Complaint on Equity Residential on March 21, 2018.  
11 The Complaint, along with all other process, pleadings, and orders served on Equity  
12 Residential (listed below) are attached hereto.

13

Exhibit Number	Document
Exhibit 1	Summons
Exhibit 2	Complaint
Exhibit 3	Civil Case Cover Sheet
Exhibit 4	ADR Information Packet and Civil Forms

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18 3. The Los Angeles County Superior Court is located within the Central  
19 District of California. *See* 28 U.S.C. § 84(c). Thus, venue is proper in the Central  
20 District of California. *See* 28 U.S.C. § 1441(a).

21 **II. GROUNDS FOR REMOVAL**

22 4. The Class Action Fairness Act, 28 U.S.C. § 1332(d) (CAFA) gives  
23 federal district courts original jurisdiction over class actions in which (1) the number  
24 of putative class members exceeds 100, (2) the amount in controversy exceeds  
25 \$5,000,000, and (3) where any proposed class member and any defendant are citizens  
26 of different states. This class action satisfies each of these requirements.

27 **A. There are more than 100 putative class members.**

28 5. First, Plaintiff’s putative class includes all “current and former non-

1 exempt employees in California who worked in excess of 8 hours in a work day  
2 and/or in excess of 40 hours in a workweek and received Incentive Pay” from  
3 February 7, 2014 through the present date. *See* Exhibit 2, Complaint ¶ 14. This  
4 group is referred to as the “Overtime Class.” *Id.*

5 6. Additionally, Plaintiff’s putative class also includes all “current and  
6 former employees who received a wage statement which identified the employer as  
7 ‘Equity Residential;” as well as “current and former employees in California who  
8 received a wage statement which paid overtime wages but did not list the hours  
9 worked and/or the hourly rates[.]” *Id.* This group is referred to as the “Wage  
10 Statement Class.” *Id.*

11 7. Moreover, Plaintiff’s putative class consists of all members of the  
12 Overtime Class and the Wage Statement class “during the four years immediately  
13 preceding the filing of the Complaint through the present[.]” *Id.*

14 8. Plaintiff states that he does not know exactly how large the class is, only  
15 that “it is estimated that the members of the Classes could exceed one hundred (100)  
16 individuals.” *Id.* at ¶ 16.

17 9. Equity Residential’s review of its files shows that during the relevant  
18 time periods it had approximately 1,701 (nonexempt) individuals in the Overtime  
19 Class and approximately 1,204 (exempt and nonexempt) individuals in the Wage  
20 Statement class. Therefore, because the number of putative class members exceeds  
21 100, this case satisfies CAFA’s numerosity requirement. *See* 28 U.S.C. § 1332(d).

22 **B. There is minimal diversity.**

23 10. Plaintiff is a resident of California. Complaint ¶ 3. CAFA’s minimal  
24 diversity requirement is satisfied if any defendant is a citizen of a state other than  
25 California. 28 U.S.C. § 1332(d)(2)(A).

26 11. Equity Residential Services, LLC and Equity Residential Services II,  
27 LLC are both organized under the laws of the State of Delaware. The principal place  
28 of business for both entities is in Chicago, Illinois.

1 12. Because Equity Residential is a citizen of Delaware and Illinois, and  
2 Plaintiff a citizen of California, this case satisfies CAFA’s minimal diversity  
3 requirement. *See* 28 U.S.C. § 1332(d)(2)(A).

4 **C. The amount in controversy exceeds \$5,000,000.**

5 13. When assessing the amount in controversy, the court must assume that  
6 the allegations of the complaint are true and that a jury will return a complete verdict  
7 in favor of the plaintiffs. *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp. 2d. 1199,  
8 1204-05 (E.D. Cal. 2008) (*citing Kenneth Rothschild Trust v. Morgan Stanley Dean*  
9 *Witter*, 199 F. Supp. 2d 993, 1001 (C.D. Cal. 2002)); *see also* 28 U.S.C. § 1332(d).  
10 Consequently, “a removing defendant is *not* obligated to research, state, and prove  
11 the plaintiff’s claims for damages.” *Coleman v. Estes Express Lines, Inc.*, 730  
12 F. Supp. 2d 1141, 1148 (E.D. Cal. 2010).

13 14. Moreover, a notice of removal “need not contain evidentiary  
14 submissions,” but merely a “plausible allegation that the amount in controversy  
15 exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co., LLC v.*  
16 *Owens*, 135 S. Ct. 547, 551, 554 (2014); *see also* 28 U.S.C. § 1446(a) (notice of  
17 removal need only contain a “short and plain statement of the grounds for removal”).  
18 Notwithstanding the threshold to remove cases based on Equity Residential’s  
19 assessment that the amount in controversy exceeds \$5,000,000, Equity Residential  
20 provides the following overview of its calculations for the benefit of Plaintiff and the  
21 Court.

22 15. Plaintiff does not allege an amount in controversy. Equity Residential  
23 denies that Plaintiff—or any of the proposed class members—are entitled to any  
24 damages, penalties, or unpaid wages. Plaintiff seeks damages, penalties, and  
25 restitution on behalf of Equity Residential’s approximately 1,701 (nonexempt)  
26 employees in the Overtime Class and approximately 1,204 (exempt and nonexempt)  
27 employees in the Wage Statement Class during the applicable statutory periods.  
28 Plaintiff claims that he, and all of these employees, are entitled to unpaid overtime

1 wages, penalties for noncompliant wage statements, UCL damages, pre-judgment  
2 interest, and attorney fees and costs. Given the size of the class, and the allegations  
3 of the Complaint, the amount-in-controversy exceeds \$5,000,000.

4 16. Specifically, for the Overtime Class, Equity Residential's good faith and  
5 reasonable review of its 2017 employment files for Plaintiff Vizza reveals that, for  
6 the Incentive Pay compensation he alleges he received during the February 5 to  
7 February 18, 2017 pay period (*See* Exhibit 2, Complaint ¶¶ 10, 11), this amounts to a  
8 reasonable estimate of \$84.25 in additional overtime compensation assessed based on  
9 the Incentive Pay's impact on his "regular rate of pay" for 2017. Based on the four-  
10 year statutory time period, Defendants identified the number of employees who  
11 worked each year. This breaks down as follows: 972 employees in 2014, 920  
12 employees in 2015, 972 employees in 2016, 896 employees in 2017, and 963  
13 employees in 2018. In order to avoid duplication, the number of employees each  
14 year was multiplied by the \$84.25 amount identified based on Plaintiff Vizza's  
15 allegations. The result of this calculation is an amount-in-controversy of at least  
16 \$341,124.64 over the four-year statutory period, not including requested attorney  
17 fees, costs or alleged prejudgment interest.<sup>1</sup> Including 30 percent in attorney's fees  
18 (\$102,337.39), a reasonable assumption of the amount at issue for the Overtime Class  
19 is **\$443,462.03**.<sup>2</sup>

20 17. The total number of exempt and nonexempt employees in the Wage  
21 Statement Class during the statutory period is 1,204. Equity Residential's good faith

22 <sup>1</sup> As of April 20, 2018, there are 16 total weeks at issue in 2018, which is 30 percent  
23 of a full year. To account for the partial year, a reasonable assumption is to use 30  
24 percent of the annual alleged amount (\$84.25) which is \$25.28. Multiplied by the  
25 963 employees for 2018, the alleged overtime damages for 2018 are \$24,344.64,  
26 which is included in the above total.

27 <sup>2</sup> The 30 percent attorney fees benchmark rate for wage and hour class actions is  
28 appropriate for purposes of this removal. *See, e.g., Willner v. Manpower Inc.*, 2015  
WL 3863625, at \*7 (N.D. Cal. June 22, 2015) (awarding 30 percent of the common  
fund); *Lusby v. GameStop Inc.*, 2015 WL 1501095, at \*4 (N.D. Cal. Mar. 31, 2015)  
(awarding attorney's fees in the amount of 33 percent of the common fund and  
collecting cases regarding the same).

1 and reasonable review of its employment records reveals that there were 25 wage  
2 statements at issue for each putative class member in 2017 and 9 wage statements at  
3 issue for each putative class member in 2018 (as of April 20, 2018) for a total of 34  
4 wage statements at issue since February 7, 2017. For the approximately 1,133  
5 employees who worked in 2017, the total penalty alleged for the initial \$50 violation  
6 under Labor Code section 226 is \$56,650. For the remaining 33 pay periods, the total  
7 penalty alleged for the subsequent \$100 violations is \$3,738,900. For the  
8 approximately 71 employees who worked only in 2018 (who, based on Equity  
9 Residential's review of records, worked an average of 4 pay periods each), the total  
10 penalty alleged for the initial \$50 violation is \$3,550, and for the remaining 3 pay  
11 periods in 2018 the total penalty alleged for the subsequent \$100 violations is  
12 \$21,300. Plaintiff thus seeks \$3,820,400 in damages for the Wage Statement Class  
13 during the statutory period. In total, including 30 percent in requested attorney's fees  
14 (\$1,146,120), a reasonable assumption of the amount at issue for the Overtime Class  
15 is **\$4,966,520**.

16 18. Moreover, Plaintiff seeks injunctive relief pursuant to the third cause of  
17 action for Unfair Competition, and references an alleged failure to pay all overtime  
18 wages as forming the basis of the request for injunctive relief. Complaint, ¶¶ 30-35.  
19 The cost of injunctive relief may be included to assess the amount in controversy for  
20 purposes of removal. *See, e.g., Molina v. Wells Fargo Bank, N.A.*, 2016 WL  
21 11000053, at \*2 (C.D. Cal. May 3, 2016). Solely for the purposes of determining the  
22 alleged amount in controversy, Plaintiff purportedly seeks an order from the Court  
23 that the historic alleged failures to pay all overtime owed be corrected (in the form of  
24 disgorgement of unpaid overtime) and that on a prospective basis, for the Court to  
25 order Equity Residential to cease and desist the supposedly unlawful overtime  
26 practices and to pay all overtime due. The alleged economic benefit to Plaintiff and  
27 the putative class for injunctive relief pursuant to the UCL claim is equal to at least  
28 the historic amount that is allegedly due to the Overtime Class, as described above.

1 Thus, the amount in controversy on Plaintiff's UCL claim is at least \$341,124.64.  
2 Including 30 percent in attorney's fees (\$102,337.39) which are alleged pursuant to  
3 Code Civ. Proc. sec. 1021.5 (Complaint ¶ 35), a reasonable assumption of the amount  
4 at issue for the UCL Class is **\$443,462.03**.

5 19. Excluding all pre and post-judgment interest available to Plaintiff Vizza  
6 on all of his claims, the total amount-in-controversy for the Overtime Class  
7 (**\$443,462.03**), Wage Statement Class (**\$4,966,520**) and UCL Class (**\$443,462.03**), is  
8 **\$5,853,444.06**.<sup>3</sup> Therefore, because Plaintiff Vizza seeks more than \$5,000,000 in  
9 damages, this case satisfies CAFA's amount-in-controversy requirement. See 28  
10 U.S.C. § 1332(d).

11 **D. This notice of removal is timely.**

12 20. 28 U.S.C. § 1446(b) requires removal within thirty days of a defendant's  
13 receipt of a "pleading, motion, order or other paper from which it may first be  
14 ascertained that the case is one which is or has become removable." If a defendant  
15 has not received some pleading or other paper that, on its face, would make the case  
16 removable, a defendant may remove at any point after it "discovers, based on its own  
17 investigation, that a case is removable." *Roth v. CHA Hollywood Med. Ctr., L.P.*,  
18 720 F. 3d 1121, 1123 (9th Cir. 2013).

19 21. Neither Plaintiff's initial pleading nor any subsequent "pleading, motion,  
20 order or other paper" include direct allegations that would make the case removable.  
21 Rather, Equity Residential is removing based on its own investigation and reasonable  
22 assumptions for the allegations, which shows the amount in controversy exceeds  
23 \$5,000,000, there is minimal diversity, and the number of putative class members  
24 exceeds 100. Equity Residential's notice of removal is timely pursuant to 28 U.S.C.  
25 § 1446(b).

26 \_\_\_\_\_  
27 <sup>3</sup> Equity Residential does not believe Plaintiff or his counsel are entitled damages,  
28 costs or fees in any amount, but includes reasonable estimates for purposes of CAFA  
analysis only.

1           22. Counsel for Equity Residential certifies that in accordance with  
2 28 U.S.C. § 1446(d), copies of this Notice of Removal will be served on Plaintiff's  
3 counsel and filed with the clerk of the Los Angeles County Superior Court.

4 Dated: April 20, 2018

**DUANE MORRIS LLP**

6 By: /s/ James S. Brown

7 James S. Brown

8 Nicholas J. Ferraro

9 Attorneys for Defendants

10 EQUITY RESIDENTIAL SERVICES, LLC  
11 and EQUITY RESIDENTIAL SERVICES II,  
12 LLC



# Exhibit 1

COPY

3 21-18  
150

SUM-100

SUMMONS  
(CITACION JUDICIAL)

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

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

FEB 07 2018

Sherrri R. Carter, Executive Officer/Clerk

By: Marlon Gomez, Deputy

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

EQUITY RESIDENTIAL SERVICES II, LLC, a Delaware limited liability company; EQUITY RESIDENTIAL SERVICES, LLC, a Delaware limited liability company; and DOES 1 through 100,

YOU ARE BEING SUED BY PLAINTIFF:

(U ESTÁ DEMANDANDO EL DEMANDANTE):

PETER VIZZA, as an individual and on behalf of all others similarly situated,

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

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

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

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

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

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

FAKED

The name and address of the court is:

(El nombre y dirección de la corte es): Stanley Mosk

111 N. Hill Street  
Los Angeles, CA 90012

CASE NUMBER:  
(Número del Caso):

BC 693215

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Scott M. Lidman, Lidman Law APC, 222 N. Sepulveda Blvd, Ste. 1550 El Segundo, CA 90245; Tel: (424) 322-4772;  
Fax: (424) 322-4775

SHERRI R. CARTER

DATE:  
(Fecha)

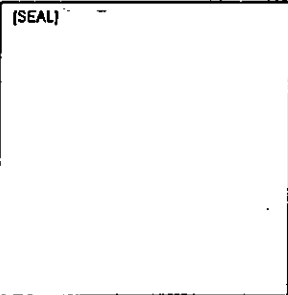
Clerk, by  
(Secretario)

Marlon Gomez

Deputy  
(Adjunto)

(For proof of service with summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- 1.  as an individual defendant.
- 2.  as the person sued under the fictitious name of (specify):

Equity Residential Services II, LLC,  
a Delaware limited liability company

- 3.  on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):

- 4.  by personal delivery on (date):

**COPY**

3 1501

SUM-100

**SUMMONS  
(CITACION JUDICIAL)**

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CONFORMED COPY  
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Superior Court Of California  
County Of Los Angeles

FEB 07 2018

Sherrri R. Carter, EXECUTIVE OFFICER/Clerk

By: Marlon Gomez, 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.

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

111 N. Hill Street  
Los Angeles, CA 90012

CASE NUMBER:  
(Número del Caso): BC693215

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Scott M. Lidman, Lidman Law APC, 222 N. Sepulveda Blvd, Ste. 1550 El Segundo, CA 90245; Tel: (424) 322-4772;  
Fax: (424) 322-4775

DATE:  
(Fecha)

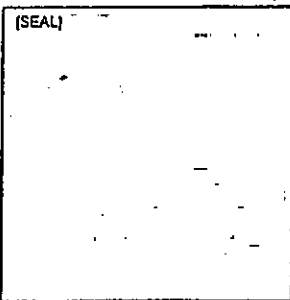
SHERRI R. CARTER

Clerk, by  
(Secretario)

Marlon Gomez

Deputy  
(Adjunto)

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- as the person sued under the fictitious name of (specify):  
Equity Residential Services, LLC,
- on behalf of (specify): a Delaware limited liability company  
under:
 

<input checked="" 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):

FAXED

# Exhibit 2

COPY

**LIDMAN LAW, APC**  
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slidman@lidmanlaw.com  
Elizabeth Nguyen (SBN 238571)  
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El Segundo, California 90245  
Tel: (424) 322-4772  
Fax: (424) 322-4775

Attorneys for Plaintiff

**HAINES LAW GROUP, APC**  
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phaines@haineslawgroup.com  
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222 N. Sepulveda Blvd., Suite 1550  
El Segundo, California 90245  
Tel: (474) 292-2350  
Fax: (424) 292-2355

Attorneys for Plaintiff

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

FEB 07 2018

Sherrill Carter, Executive Officer/Clerk  
By: Marlon Gomez, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

**BC 693215**

PETER VIZZA, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

EQUITY RESIDENTIAL SERVICES II,  
LLC, a Delaware limited liability company;  
EQUITY RESIDENTIAL SERVICES, LLC, a  
Delaware limited liability company; and  
DOES 1 through 100,

Defendants.

Case No.: \_\_\_\_\_

**CLASS ACTION COMPLAINT:**

- (1) **FAILURE TO PAY ALL OVERTIME WAGES OWED (LABOR VODE §§ 204, 510, 558, 1194, 1198);**
- (2) **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS (LABOR CODE § 226 ET SEQ.; and**
- (3) **UNFAIR COMPETITION (BUS & PROF CODE § 17200 et seq.)**

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

FAXED

Exhibit 2

1 Plaintiff Peter Vizza ("Plaintiff"), on behalf of himself and all others similarly situated,  
2 hereby brings this Class Action Complaint ("Complaint") against Equity Residential Services II,  
3 LLC, a Delaware limited liability company, Equity Residential Services, LLC, a Delaware limited  
4 liability company, and DOES 1 to 100, inclusive (collectively "Defendants"), and on information  
5 and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this  
8 Complaint for recovery of unpaid wages and penalties under California Business & Professions  
9 Code § 17200 *et seq.*, Labor Code §§ 204, 226 *et seq.*, 510, 558, 1194, and 1198, and Industrial  
10 Welfare Commission Wage Order 5 ("Wage Order 5"), in addition to seeking declaratory relief  
11 and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382.  
12 This Court has jurisdiction over Defendants' violations of the California Labor Code because the  
13 amount in controversy exceeds this Court's jurisdictional minimum.

14 **VENUE**

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

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,  
22 Plaintiff was and currently is, a California resident. During the four years immediately preceding  
23 the filing of the Complaint in this action and within the statute of limitations periods applicable  
24 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt  
25 employee. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of  
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code  
27 §§ 204, 226 *et seq.*, 510, 558, 1194, and 1198; California Business & Professions Code § 17200  
28 *et seq.* ("Unfair Competition Law"); and Wage Order 5, which sets employment standards for the

1 public housekeeping industry, which includes the industry in which Plaintiff worked for  
2 Defendants.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the four  
4 years preceding the filing of the Complaint and continuing to the present, Defendants did (and  
5 continue to do) business by acquiring, developing and managing apartment complexes throughout  
6 the United States, including throughout the greater Los Angeles area in California. Defendants  
7 employed Plaintiff and other, similarly-situated non-exempt employees within, among other  
8 counties, Los Angeles County and the state of California and, therefore, were (and are) doing  
9 business in Los Angeles County and the State of California.

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

18 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned  
19 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

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

27 8. At all times mentioned herein, Defendants, and each of them, were members of  
28 and engaged in a joint venture, partnership, and common enterprise, and acting within the course

1 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,  
2 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all  
3 members of the Classes.

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Defendants acquire, develop and manage apartment complexes throughout the  
6 United States, including operating over 50 in the greater Los Angeles area. Plaintiff was  
7 employed by Defendants as a non-exempt employee from approximately 1996 through the  
8 present; although his last day actually worked was in or around June 2017 when he commenced  
9 a medical leave of absence. Plaintiff's most recent position held was at Defendants' Valencia  
10 apartment complex as a non-exempt Service Manager, with responsibility for leading all aspects  
11 of the property's hands-on maintenance, including overall inspection, repairs and scheduled  
12 maintenance of apartments and other interior/exterior areas.

13 10. Throughout Plaintiff's employment with Defendants, Plaintiff and other non-  
14 exempt employees would receive an annual, non-discretionary bonus as well as other non-  
15 discretionary monetary awards from Defendants, and other forms of non-discretionary pay  
16 (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). For  
17 example, for the pay period beginning February 5, 2017 and ending February 18, 2017, Plaintiff  
18 received Incentive Pay in the form of a "Performance Bonus."

19 11. During his employment with Defendants, Plaintiff often worked shifts in excess  
20 of 8.0 hours in a day and 40.0 hours in a week. Furthermore, the Incentive Pay Plaintiff received  
21 during his employment was earned over pay periods during which Plaintiff worked these shifts  
22 in excess of 8.0 hours in a day and 40.0 hours in a week. However, Defendants failed to properly  
23 include the Incentive Pay in their calculation of the regular rate of pay for purposes of paying  
24 Plaintiff overtime wages. As a result, Plaintiff was not properly paid all of his required overtime  
25 wages.

26 12. As a result of Defendants' failure to pay all overtime wages owed, Defendants  
27 failed to provide Plaintiff with accurate, itemized wage statements. Additionally, when  
28 Defendants paid Plaintiff Incentive Pay, Defendants did not include the number of hours over



1 which it was earned, nor when they did for certain bonuses pay some sort of overtime, did they  
2 identify the rates of pay at which it was being paid. For example, for the pay period beginning  
3 February 5, 2017 and ending February 18, 2017, Plaintiff received Incentive Pay in the form of a  
4 "Transition Bonus" and also received "Transition OT" in the amount of \$51.19. However, on  
5 that wage statement called a "Payslip," Defendants failed to list the number of hours worked to  
6 earn the Transition OT, and also failed to list the hourly rate at which it was being paid, in  
7 violation of California Labor Code § 226(a)(9).

8 13. Furthermore, Defendants furnished to Plaintiff at the time they paid him his wages,  
9 a paystub which identified "Equity Residential" as Plaintiff's employer. This was inaccurate,  
10 however, as the name of the legal entity of record which employed Plaintiff was in fact "Equity  
11 Residential Services, LLC" and/or "Equity Residential Services II, LLC." Plaintiff's wage  
12 statements were, therefore, inaccurate for this independent reason, in violation of California Labor  
13 Code § 226(a)(8).

#### 14 CLASS ACTION ALLEGATIONS

15 14. **Class Definitions:** Plaintiff brings this action on behalf of himself and the  
16 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 17 a. The Overtime Class consists of all of Defendants' current and former non-exempt  
18 employees in California who worked in excess of 8 hours in a work day and/or in  
19 excess of 40 hours in a work week and received Incentive Pay, during the four  
20 years preceding the filing of the Complaint through the present.
- 21 b. The Wage Statement Class consists of all of: (i) Defendants' current and former  
22 employees in California who received a wage statement which identified the  
23 employer as "Equity Residential"; (ii) Defendants' current and former employees  
24 in California who received a wage statement which paid overtime wages but did  
25 not list the hours worked and/or the hourly rates at which it was being paid; and/or  
26 (iii) members of the Overtime Class, during the one year immediately preceding  
27 the filing of the Complaint through the present.

1 c. The UCL Class consists of members of the: (i) Overtime Class; and/or (ii) Wage  
2 Statement Class, during the four years immediately preceding the filing of the  
3 Complaint through the present

4 15. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court,  
5 to amend or modify the description of the various classes with greater specificity or further  
6 division into subclasses or limitation to particular issues.

7 16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that  
8 joinder of all members would be unfeasible and not practicable. The membership of the Classes  
9 is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes could  
10 exceed one hundred (100) individuals. The identity of such membership is readily ascertainable  
11 via inspection of Defendants' employment records.

12 17. **Common Questions of Law and Fact Predominate/Well Defined Community**  
13 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly  
14 situated employees, which predominate over questions affecting only individual members. Those  
15 common questions include, without limitation:

- 16 i. Whether Defendants properly paid all overtime wages at the regular rate to  
17 members of the Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1194  
18 and 1198;
- 19 ii. Whether Defendants provided accurate, itemized wage statements to members of  
20 the Overtime and Wage Statement Classes, pursuant to Labor Code § 226; and
- 21 iii. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive  
22 business practices by and through the wage and hour policies and practices  
23 described above, and whether as a result Defendants owe the classes restitution.

24 18. **Predominance of Common Questions:** Common questions of law and fact  
25 predominate over questions that affect only individual members of the Classes. The common  
26 questions of law set forth above are numerous and substantial and stem from Defendants' policies  
27 and/or practices applicable to each individual class member, such as Defendants' uniform  
28 overtime wage payment, and wage statement policies/practices. As such, the common questions

1 predominate over individual questions concerning each individual class member's showing as to  
2 their eligibility for recovery or as to the amount of their damages.

3 19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because  
4 Plaintiff was employed by Defendants as a non-exempt employee in California during the  
5 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As  
6 alleged herein, Plaintiff, like the members of the Classes, was not provided all legally required  
7 overtime wages, and was not provided with accurate, itemized wage statements.

8 20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps  
9 to represent fairly and adequately the interests of the members of the Classes. Moreover,  
10 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of  
11 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-  
12 and-hour class actions in state and federal courts in the past and are committed to vigorously  
13 prosecuting this action on behalf of the members of the Classes.

14 21. **Superiority:** The California Labor Code is broadly remedial in nature and serves  
15 an important public interest in establishing minimum working conditions and standards in  
16 California. These laws and labor standards protect the average working employee from  
17 exploitation by employers who have the responsibility to follow the laws and who may seek to  
18 take advantage of superior economic and bargaining power in setting onerous terms and  
19 conditions of employment. The nature of this action and the format of laws available to Plaintiff  
20 and members of the Classes make the class action format a particularly efficient and appropriate  
21 procedure to redress the violations alleged herein. If each employee were required to file an  
22 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they  
23 would be able to exploit and overwhelm the limited resources of each individual plaintiff with  
24 their vastly superior financial and legal resources. Moreover, requiring each member of the  
25 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by  
26 employees who would be disinclined to file an action against their former and/or current employer  
27 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent  
28 employment. Further, the prosecution of separate actions by the individual class members, even

1 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications  
2 with respect to the individual class members against Defendants herein; and which would  
3 establish potentially incompatible standards of conduct for Defendants; and/or legal  
4 determinations with respect to individual class members which would, as a practical matter, be  
5 dispositive of the interest of the other class members not parties to adjudications or which would  
6 substantially impair or impede the ability of the class members to protect their interests. Further,  
7 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous  
8 individual prosecution considering all of the concomitant costs and expenses attending thereto.  
9 As such, the Classes identified in Paragraph 13 are maintainable as a Class under § 382 of the  
10 Code of Civil Procedure.

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PAY ALL OVERTIME WAGES**

13 **(AGAINST ALL DEFENDANTS)**

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

15 23. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194 and  
16 1198 which provide that all non-exempt employees are entitled to all overtime wages for all  
17 overtime worked (hours in excess of 8 in one day and/or 40 in one week), and provide a private  
18 right of action for the failure to pay all overtime compensation for overtime work performed.

19 24. At all times relevant herein, Defendants were required to properly compensate  
20 Plaintiff and the members of the Overtime Class for all overtime hours worked pursuant to  
21 California Labor Code §§ 510 and 1194, and Wage Order 5. Labor Code § 510 and Wage Order  
22 5, Section 3 require an employer to pay an employee “one and one-half (1½) times the regular  
23 rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours per workweek.  
24 Labor Code § 510 and Wage Order 5, Section 3 also require an employer to pay an employee  
25 double the employee’s regular rate for work in excess of 12 hours each workday and/or in excess  
26 of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff  
27 and the members of the Overtime Class to work in excess of 8 hours in a workday and/or 40 hours  
28 in a workweek but did not properly compensate Plaintiff and the members of the Overtime Class

1 at one and one-half their regular rate of pay for such hours. Defendants also caused Plaintiff and  
2 the members of the Overtime Class to work in excess of 12 hours in a workday but did not  
3 properly compensate Plaintiff and the members of the Overtime Class at double their regular rate  
4 of pay for such hours.

5 25. The foregoing practices and policies are unlawful and create entitlement to  
6 recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid  
7 amount of overtime premium owing, including interest thereon, as well as statutory penalties,  
8 civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6,  
9 510, 558, 1194 and 1198, Wage Order 5, California Code of Civil Procedure § 1021.5 California  
10 Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

11 **SECOND CAUSE OF ACTION**

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

13 **(AGAINST ALL DEFENDANTS)**

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

15 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
16 knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Plaintiff  
17 and the Wage Statement Class Members with accurate, itemized wage statements that included  
18 among other requirements, accurate total gross wages earned, the legal name of the entity who  
19 employed them, and all applicable hourly rates and rates of pay, in violation of Labor Code §226  
20 *et seq.*

21 28. Defendants' failure to furnish Plaintiff and the members of the Wage Statement  
22 Class with complete and accurate, itemized wage statements resulted in actual injury, as said  
23 failures led to, among other things, the non-payment of all of overtime wages earned, and deprived  
24 them of the information necessary to identify discrepancies in Defendants' reported data.

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

Exhibit 2

21 9

**THIRD CAUSE OF ACTION**  
**UNFAIR COMPETITION**  
**(AGAINST ALL DEFENDANTS)**

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

31. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to pay all overtime wages owed, and failing to provide accurate itemized wage statements.

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

33. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

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

35. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

**PRAYER**

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

1. For an order certifying the proposed Classes;

Exhibit 2

- 1           2.     For an order appointing Plaintiff as representative of the Classes;
- 2           3.     For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 3           4.     Upon the First Cause of Action, for compensatory, consequential, general and
- 4 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198;
- 5           5.     Upon the Second Cause of Action, for penalties pursuant to Labor § 226;
- 6           6.     Upon the Third Cause of Action, for restitution to Plaintiff and members of the
- 7 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
- 8 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
- 9 *seq.*;
- 10          7.     Prejudgment interest on all due and unpaid wages pursuant to California Labor
- 11 Code § 218.6 and Civil Code §§ 3287 and 3289;
- 12          8.     On all causes of action, for attorneys' fees and costs as provided by Labor Code §
- 13 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and
- 14          9.     For such other and further relief the Court may deem just and proper.

15  
16 Dated: February 7, 2018

Respectfully submitted,  
LIDMAN LAW APC

17  
18 By: \_\_\_\_\_

Scott M. Lidman  
Attorneys for Plaintiff  
PETER VIZZA

19  
20  
21 **DEMAND FOR JURY TRIAL**

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

23  
24 Dated: February 7, 2018

Respectfully submitted,  
LIDMAN LAW APC

25  
26 By: \_\_\_\_\_

Scott M. Lidman  
Attorneys for Plaintiff  
PETER VIZZA

27  
28 Exhibit 2 11

# Exhibit 3



COPY

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Scott M. Lidman (SBN 199433) LIDMAN LAW, APC 222 N. Sepulveda Blvd., Suite 1550 El Segundo, CA 90245 TELEPHONE NO.: (424) 322-4772 FAX NO.: (424) 322-4775 ATTORNEY FOR (Name): Plaintiff Peter Vizza		FOR COURT USE ONLY  <b>CONFORMED COPY ORIGINAL FILED</b> Superior Court Of California County Of Los Angeles  <b>FEB 07 2018</b>  By: Marlon Gomez, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: Same CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk		CASE NUMBER:  JUDGE: DEPT: <b>BC 693215</b>
CASE NAME: <b>Peter Vizza v. Equity Residential Services II, LLC, et al.</b>		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	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:

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

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

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

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

4. Number of causes of action (specify): 3: Overtime Violations; Wage Statement Violations; etc.

5. This case  is  is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-014.)

Date: 2/7/2018  
Scott M. Lidman

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

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

Page 1 of 2

EX-100

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

## CASE TYPES AND EXAMPLES

## Auto/Tort

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

Other PI/PD/W (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)

Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death

Product Liability (not asbestos or toxic/environmental) (24)

Medical Malpractice (45)

Medical Malpractice

Physicians & Surgeons

Other Professional Health Care Malpractice

Other PI/PD/W (23)

Premises Liability (e.g., slip and fall)

Intentional Bodily Injury/PD/W (e.g., assault, vandalism)

Intentional Infliction of

Emotional Distress

Negligent Infliction of

Emotional Distress

Other PI/PD/W

Non-PI/PD/W (Other) Tort

Business Tort/Unfair Business Practice (07)

Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)

Defamation (e.g., slander, libel) (13)

Fraud (16)

Intellectual Property (19)

Professional Negligence (25)

Legal Malpractice

Other Professional Malpractice (not medical or legal)

Other Non-PI/PD/W Tort (35)

Employment

Wrongful Termination (36)

Other Employment (15)

## Contract

Breach of Contract/Warranty (06)

Breach of Rental/Lease

Contract (not unlawful detainer or wrongful eviction)

Contract/Warranty Breach—Seller

Plaintiff (not fraud or negligence)

Negligent Breach of Contract/Warranty

Other Breach of Contract/Warranty

Collections (e.g., money owed, open book accounts) (09)

Collection Case—Seller Plaintiff

Other Promissory Note/Collections Case

Insurance Coverage (not provisionally complex) (18)

Auto Subrogation

Other Coverage

Other Contract (37)

Contractual Fraud

Other Contract Dispute

## Real Property

Eminent Domain/Inverse

Condemnation (14)

Wrongful Eviction (33)

Other Real Property (e.g., quiet title) (26)

Writ of Possession of Real Property

Mortgage Foreclosure

Quiet Title

Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

## Unlawful Detainer

Commercial (31)

Residential (32)

Drugs (38) (if the case involves illegal drugs, check this item, otherwise report as Commercial or Residential)

## Judicial Review

Asset Forfeiture (05)

Petition Re: Arbitration Award (11)

Writ of Mandate (02)

Writ—Administrative Mandamus

Writ—Mandamus on Limited Court Case Matter

Writ—Other Limited Court Case

Review

Other Judicial Review (39)

Review of Health Officer Order

Notice of Appeal—Labor

Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Anti-trust/Trade Regulation (03)

Construction Defect (10)

Claims Involving Mass Tort (40)

Securities Litigation (28)

Environmental/Toxic Tort (30)

Insurance Coverage Claims

(arising from provisionally complex case type listed above) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)

Abstract of Judgment (Out of County)

Confession of Judgment (non-domestic relations)

Sister State Judgment

Administrative Agency Award

(not unpaid taxes)

Petition/Certification of Entry of

Judgment on Unpaid Taxes

Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)

Other Complaint (not specified above) (42)

Declaratory Relief Only

Injunctive Relief Only (non-harassment)

Mechanics Lien

Other Commercial Complaint (Case (non-tort/non-complex)

Other Civil Complaint (non-tort/non-complex)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)

Other Petition (not specified above) (43)

Civil Harassment

Workplace Violence

Elder/Dependent Adult Abuse

Election Contest

Petition for Name Change

Petition for Relief From Late Claim

Other Civil Petition

**COPY**

SHORT TITLE: Peter Vizza v. Equity Residential Services II, LLC, et al.	CASE NUMBER: <b>BC693215</b>
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**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

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

**FA**  
**X**  
**E**  
**S**

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

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

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

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

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

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

SHORT TITLE: <b>Peter Vizza v. Equity Residential Services II, LLC, et al.</b>	CASE NUMBER:
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Non-Personal Injury/Property Damage/Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

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

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 8
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8	
<b>Provisionally Complex Litigation</b>	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
<b>Enforcement of Judgment</b>	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		
<b>Miscellaneous Civil Complaints</b>	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		
<b>Miscellaneous Civil Petitions</b>	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	

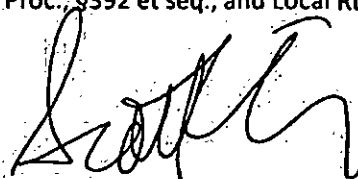
SHORT TITLE: Peter Vizza v. Equity Residential Services II, LLC, et al.	CASE NUMBER
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

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

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the \_\_\_\_\_ 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: 2/7/2018

  
 \_\_\_\_\_  
 (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.

# Exhibit 4

# 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](mailto: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](http://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

**COPY**

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b>	Reserved for Clerk's Stamp
COURT ADDRESS: 111 N. Hill Street	<b>CONFORMED COPY ORIGINAL FILED</b> Superior Court Of California County Of Los Angeles  FEB 07 2018
PLAINTIFF: Peter Vizza	
DEFENDANT: Equity Residential Services II, LLC et al	
<b>CIVIL DEPOSIT</b>	SHEILA M. GOMEZ, Executive Officer/Clerk CASE NUMBER: By: Marlon Gomez, Deputy

CLERK: PREPARE A FORM FOR EACH DEPOSITOR PAYING SEPARATELY

PLEASE REPORT TO THE CLERK'S OFFICE/CASHIER:

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

**BC 693215**

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

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

On or Before \_\_\_\_\_  Forthwith

Payment will be made by  Plaintiff Peter Vizza  Defendant \_\_\_\_\_

JOHN A. CLARKE, Executive Officer/Clerk

DATE \_\_\_\_\_

BY: \_\_\_\_\_  
Deputy Clerk

TO BE COMPLETED BY DEPOSITOR	CASHIER'S VALIDATION
Depositor's Name: Lidman Law, APC <input type="checkbox"/> Plaintiff In Pro Per <input type="checkbox"/> Defendant In Pro Per <input checked="" type="checkbox"/> Counsel for <input checked="" type="checkbox"/> Plaintiff Peter Vizza <small>Name of Party</small> <input type="checkbox"/> Defendant _____ <small>Name of Party</small> Address of depositor: 222 N. Sepulveda Blvd., Suite 1550 Street: El Segundo, CA 90245 City/State/Zip: _____	

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

**CIVIL DEPOSIT**  
Distribution: Original - Case File Copy-Customer

Exhibit 4

FAXED

## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

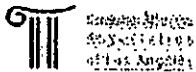


Superior Court of California  
County of Los Angeles



Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

Exhibit 4

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):		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>		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

Exhibit 4

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](http://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](http://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)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	_____
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Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	_____

Exhibit 4

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

## Exhibit 4

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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\_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

**Exhibit 4**

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):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>			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.

Exhibit 4

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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\_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

>

\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

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(TYPE OR PRINT NAME)

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(ATTORNEY FOR DEFENDANT)

Date:

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(ATTORNEY FOR \_\_\_\_\_)

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(ATTORNEY FOR \_\_\_\_\_)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

**THE COURT SO ORDERS.**

Date:

\_\_\_\_\_

\_\_\_\_\_

JUDICIAL OFFICER

Exhibit 4  
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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Equity Residential Services Hit with Proposed Class Action Alleging Labor Law Violations](#)

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