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FILED
Superior Court of California
County of Los Angeles

MAY 01 2018

Sherril R. Carter, Executive Officer/Clerk
By Marion Gomez Deputy

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

EUGENE ARREOLA, an individual; MIGUEL SANCHEZ, an individual

Case No.: **BC704539**

COMPLAINT FOR DAMAGES:

Plaintiffs,
vs.
JOHN C. DEPP, II, an individual;
SCARAMANGA BROS., INC., a California Corporation; EDWARD WHITE & CO., LLP., a California Limited Liability Partnership; LEONARD DAMIAN, an individual; and DOES 1-80,
Defendants.

1. **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE §510 AND IWC WAGE ORDER NO. 4**
2. **FAILURE TO PROVIDE MEAL AND REST PERIODS IN VIOLATION OF LABOR CODE §§226.7, 512(A), AND IWC WAGE ORDER NO. 4**
3. **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE §226(A)**
4. **FAILURE TO TIMELY PAY WAGES UPON TERMINATION IN VIOLATION OF CALIFORNIA LABOR CODE §§201- 203**
5. **WRONGFUL TERMINATION - CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**
6. **UNLAWFUL BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE §17200 ET SEQ.**

DEMAND FOR JURY TRIAL

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05/01/2018

CIT/CASE: BC704539
LEA/DEF#:

17

RECEIPT #: CCH621759009

DATE PAID: 05/01/18 08:34 AM

PAYMENT: \$435.00

RECEIVED: 310

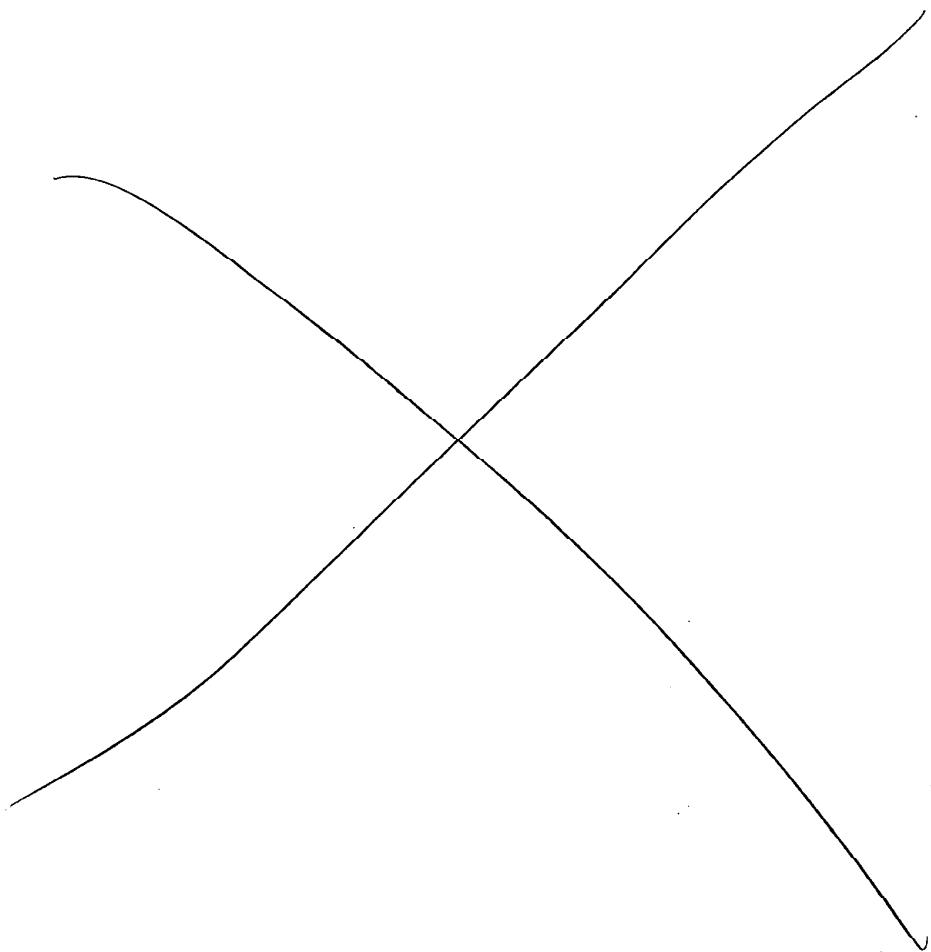
CHECK: \$0.00

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CHANGE: \$0.00

CARD: \$435.00

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1 Plaintiffs Eugene Arreola and Miguel Sanchez (hereinafter "Plaintiffs"), hereby assert the
2 following claims and causes of action against Defendants, JOHN C. DEPP, II; SCARAMANGA
3 BROS., INC., a California Corporation; EDWARD WHITE & CO., LLP, a California Limited
4 Liability Partnership; LEONARD DAMIAN, an individual; and DOES 1-70 (hereinafter
5 "Defendants").

6 **NATURE OF THE ACTION**

7 1. Plaintiffs are private security professionals who were employed by private security
8 company Premier Group International for years and assigned to protect actor Johnny Depp, his
9 family, his properties and his entourage. As a result of Defendant Depp's financial crisis and the
10 summary dismissal of his management team, the Premier Group International was terminated in
11 April 2016, and Plaintiffs were hired individually by Depp, Edward White & Co., LLP and Leonard
12 Damian to continue to protect Depp. Upon being recruited by Leonard Damian and Edward White
13 & Co., Plaintiffs were told they would be classified as "employees," and would be receiving all
14 protections and benefits they were entitled to under the law. However, soon after they began their
15 employment it became clear that Defendants had no intention of complying with the California
16 Labor Code. Plaintiffs now bring this civil action against Defendants for Failure to Pay Wages in
17 Violation of Labor Code §204, Failure to Pay Overtime Wages in Violation of Labor Code §510
18 and IWC Wage Order No. 16, Failure to Provide Meal and Rest Periods in Violation of Labor Code
19 §§226.7, 512(a), and IWC Wage Order No. 4, and Failure to Provide Accurate Wage Statements in
20 Violation of Labor Code §226(a), as well as other causes of action herein.

21 **THE PARTIES**

22 2. Plaintiff Eugene Arreola is, and at all relevant times has been, an individual, and
23 resident of the County of Orange, State of California. He is a retired Detective of the Los Angeles
24 Police Department, having worked in law enforcement for nearly 39 years. He first started
25 protecting Johnny Depp in May of 2007, when he was employed by Premier Group International, a
26 local personal security corporation licensed in California.

27 3. Plaintiff Miguel Sanchez is, and at all relevant times has been, an individual, and
28 resident of the County of Los Angeles, State of California. He first started protecting Johnny Depp

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1 and Depp’s family in November of 2013, when he was employed by Premier Group International, a
2 local personal security corporation licensed in California

3 4. Defendant John C. Depp, is, and at all relevant times has been, an individual, and
4 resident of the County of Los Angeles, State of California. As a famous, and sometimes infamous,
5 actor he has required bodyguard services for himself and his extended family and properties for
6 several decades. He is an officer, employee, and/or agent of Defendant Scaramanga Bros., Inc.

7 5. Defendant Scaramanga Bros., Inc. is and at all relevant times has been, a California
8 corporation doing business in the County of Los Angeles, State of California. Defendant Depp is
9 listed as the Chief Financial Officer and for Scaramanga Bros., Inc., with Edward White listed as its
10 Chief Financial Officer. Plaintiffs received payment checks and IRS 1099 Forms from
11 “Scaramanga Bros., Inc., c/o Edward White & Co., LLP.”

12 6. Defendant Edward White & Co., LLP is, and at all relevant times has been, a limited
13 liability partnership doing business in the County of Los Angeles, State of California. Plaintiffs
14 received payment checks and IRS 1099 Forms from “Scaramanga Bros., Inc., c/o Edward White &
15 Co., LLP.” Defendant Edward White & Co., LLP hired, supervised, trained and otherwise managed
16 Leonard Damian, lead security guard and Plaintiffs’ supervisor.

17 7. Defendant Leonard Damian is, and at all relevant times has been, a resident of the
18 County of Los Angeles, State of California, with his principal place of business being at the Depp
19 compound in Los Angeles.

20 8. Plaintiffs are ignorant of the true names and capacities of the Defendants sued in this
21 Complaint as Does 1 through 70, inclusive, and therefore sue these Defendants by such fictitious
22 names. Plaintiffs will amend this Complaint to allege the true names and capacities of the DOE
23 Defendants when ascertained. Plaintiffs are informed and believe, and based thereon allege, that
24 each of the DOE Defendants is responsible in some manner for the occurrence, injury and other
25 damages alleged in this Complaint.

26 9. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
27 was in some manner responsible for the acts and damages alleged herein, and/or are indebted to
28 Plaintiffs as alleged herein, and that each Defendant participated in the acts alleged herein and that,

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1 in participating in such acts, each Defendant was the agent and co-conspirator of each other
2 Defendant, and was acting in the course and scope of such agency and conspiracy.

3 **JURISDICTION AND VENUE**

4 10. This Court has jurisdiction over all causes of action asserted herein because all
5 causes of action asserted herein arise out of conduct undertaken by Defendants in Los Angeles
6 County, State of California. Defendants' property, as well as the Defendants' businesses are all
7 located in Los Angeles County, State of California. Each Defendant has sufficient minimum
8 contacts with the State of California, is a citizen of the State of California, or otherwise intentionally
9 availed him/her/itself to the State of California so as to render the exercise of jurisdiction over it by
10 the Courts of the State of California consistent with the traditional notions of fair play and
11 substantial justice.

12 11. Venue is proper in this Court because the injury to Plaintiffs occurred, and is
13 occurring, in Los Angeles County, State of California, and the liabilities to which Defendants are
14 subject arise in Los Angeles County, State of California.

15 **FACTS RELEVANT TO ALL CAUSES OF ACTION**

16 12. Plaintiff Eugene Arreola is a 38 year veteran and Detective of the Los Angeles
17 Police Department. After his retirement, Arreola became a sought after private security
18 professional, guarding numerous individuals in the entertainment industry. In 2007 he began to
19 work for the private security firm of Premier Group International, where he was assigned to actor
20 Johnny Depp. From May 2007 until January 2018, Arreola protected, accompanied and secured
21 Depp, his mother, his children, his wife and his girlfriends.

22 13. Plaintiff Arreola became so well trusted and loved by the Depp family, that he
23 formed a close bond to Depp's mother, Betty Sue Palmer, in the last years of her life. Often Arreola
24 would take his own time to visit Betty Sue and brighten her spirits during her long and difficult
25 fight with cancer. Members of Depp's own family and friends told Arreola that his visits were
26 what Betty Sue had to look forward to, and his friendship had given her a new zest for life.

27 14. Plaintiff Miguel Sanchez is a 20 year veteran of private security services, working
28 not only with celebrity clientele, but also on the sets of blockbusters like FACE/OFF, Batman and

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1 Be Cool. Plaintiff Sanchez protected and accompanied Depp’s mother and sister during their most
2 difficult times.

3 15. Sanchez had such an affinity and respect for Betty Sue Palmer that even to this day
4 he visits her gravesite on her birthday. During the last years of his employment, Sanchez was very
5 close to Depp’s children, the younger of which relied on Sanchez for transportation, protection, and
6 general wellbeing up until April of 2018.

7 16. While still employed with Premier Group International and assigned to protect
8 Johnny Depp and his family, Plaintiffs witnessed Depp become increasingly embroiled in personal
9 turmoil and detached from the reality around him. In early 2016 Plaintiffs began to notice a stark
10 change in Depp and the atmosphere on his Hollywood Hills compound. Depp began making
11 sudden and drastic changes to his staff and management team, causing a significant financial crunch
12 for everyone surrounding Depp, except for Depp himself.

13 17. On or about April 30, 2016, Plaintiffs were notified by their coworker Leonard
14 Damian that their employer, Premier Group International had been terminated and would no longer
15 be providing security services for Johnny Depp. Damian stated to Plaintiffs that Edward White &
16 Co. had decided to save money by “cutting the middleman” and bringing all security services in-
17 house. Plaintiffs were told that Defendant Depp wanted Plaintiffs to say as part of his new in-
18 house security team, and that they were being offered employment directly with Depp and Edward
19 White & Co. Plaintiffs were further told that Edward White had appointed Damian the head of all
20 local security personnel, giving Damian the power to organize and dictate Plaintiffs’ schedules,
21 hours of work, meal and rest break coverage, and all other aspects of Plaintiffs’ new “employment.”

22 18. Plaintiffs were told that as far as their employment was concerned, everything would
23 stay the same after Premier Group International’s termination but for the fact that their new
24 employer would be Johnny Depp himself. Plaintiffs were loyal to Depp and his family and
25 understanding of the financial hurricane Depp was in. With their former employer’s blessing, they
26 accepted employment directly with Defendants on or about April 30, 2016.

27 19. Plaintiffs were then asked to fill out IRS W-4 Forms and Employment Eligibility
28 Verifications which they each did in anticipation of full employment. They proceeded to work as

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1 usual until they realized that their first paycheck was missing overtime and rest pay. Later, when
2 Defendant Damian was asked about the discrepancy, he stated that "...the new company only pays
3 daily rates. No one gets paid for over 12 hours."

4 20. From May 2016 through January 2018, Plaintiff Eugene Arreola was never paid
5 overtime wages. He was also not given off duty meal and rest breaks during his twelve hour shifts.

6 21. From May 2016 through April 2018, Plaintiff Miguel Sanchez was never paid
7 overtime wages despite the fact that he worked 12 hour shifts. He further was not given off duty
8 meal and rest breaks as mandated by law. Both Plaintiffs were further misclassified as independent
9 contractors when they were clearly hired as employees and should have been classified as hourly
10 non-exempt employees.

11 22. Furthermore, as a product of Leonard Damian overseeing all local security aspects
12 regarding Depp, his family and his properties, things began to spiral toward chaos. Plaintiffs found
13 themselves in situations that required more than what a bodyguard would be expected to do.
14 Plaintiffs were constantly used as drivers, driving back and forth at Depp's or his family's
15 beckoning. Plaintiffs were asked repeatedly to drive vehicles that contained illegal substances, open
16 containers and minors. Plaintiffs were asked to monitor unstable individuals in Defendant Depp's
17 life and entourage.

18 23. For example, Plaintiff Sanchez, whose primary detail was the protection of Depp's
19 children, was more often than not the primary caretaker for Depp's minor child who lived off of
20 Depp's compound in a separate home alone. Worse yet, Sanchez was told to give into every whim
21 of Depp's children and worried he would lose his job if he did not comply with their demands.

22 24. Often times Plaintiffs were forced to protect Defendant Depp from himself and his
23 vices while in public, becoming caretakers for him. A incident at a local nightclub involved
24 Plaintiffs alerting Depp of illegal substances visible on his face and person while preventing
25 onlookers from noticing Depp's condition.

26 25. Plaintiffs themselves were exposed to unsafe conditions and situations. As an
27 example, on one occasion while he was in the security control room located on Depp's compound
28 with his direct supervisor Leonard Damian, Sanchez heard a gunshot. He looked to Damian who

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1 had taken his gun out of its holster for some unknown reason. Damian, shocked and confused
2 asked Sanchez "Are you hit? Are you hit?" Damian then frantically started looking for where the
3 bullet from his gun had gone. Suddenly Sanchez and Damian noticed the hole in Damian's pants
4 and the blood gushing from his leg. Unbelievably, while playing with his weapon in a small control
5 room on Johnny Depp's property, Leonard Damian, head of Depp's security detail shot himself in
6 the leg. Although stunned to find himself in such an unsafe and life threatening situation at work,
7 Sanchez had no choice but to rush Damian to the hospital in response to Damian's demands.

8 26. As a result of this type of incompetence both Plaintiffs suffered stress related injuries
9 created by a hostile and unsafe work environment, conflicting directions and supervision as well as
10 repeated misrepresentations from Defendants regarding their classification as independent
11 contractors.

12 27. Plaintiffs were also retaliated against when they asked why they were not being
13 given appropriate breaks or being paid overtime. Plaintiff Arreola's hours were reduced when he
14 asked why he was not being paid properly or provided meal and rest breaks. When Plaintiff
15 Sanchez asked for a day off to take his ailing mother to a medical appointment, Defendant Damian
16 initially refused. When Sanchez insisted that he take at least the afternoon off to assist his mother,
17 Damian took him off the scheduled for several days.

18 28. As a result of the toxic and dangerous work environment and the constant labor code
19 violations of their employers, Plaintiffs were forced to leave their employment despite the fact that
20 they enjoyed many of the people they worked with and had no ill will toward Johnny Depp.

21
22 **FIRST CAUSE OF ACTION**

23 **Failure to Pay Overtime Wages in Violation of Labor Code §510 and**

24 **IWC Wage Order No. 4**

25 **(Against All Defendants & Does 1-10)**

26 29. Plaintiffs incorporate each and every allegation contained in the paragraphs above
27 with the same force and effect as if said allegations were fully set forth herein.

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1 30. At all times herein mentioned, California Labor Code §510 and IWC Wage Order
2 No. 4 were in force and effect and were binding on Defendants. California Labor Code §510 and
3 IWC Wage Order No. 4 provide that an employee is entitled to receive overtime wages at a rate of
4 one and one half times his or her regular rate of pay for all hours worked in excess of eight (8) hours
5 per day or forty (40) hours per week. Additionally, for all hours worked in excess of twelve (12)
6 hours per day an employee is entitled to double her regular rate of pay.

7 31. During their employment, Plaintiffs consistently worked in excess of eight (8) hours
8 per day and/or (40) hours per week and were systematically denied compensation for overtime pay
9 by Defendants in an illegal attempt to avoid payment of overtime compensation. After Premier
10 Group International was terminated and Defendants decided to save Depp's funds by running their
11 very own in-house security service, they refused to pay any overtime compensation despite the fact
12 that Plaintiffs would always work 12 hour shifts, and sometimes worked back to back double shifts.

13 32. By way of example, during the pay period of July 16th to the 31st in 2017, Plaintiff
14 Arreola worked 12 hour shifts for 12 days, totaling 144 hours. Yet he was not paid a dime of
15 overtime compensation for the 64 hours of overtime worked during that single pay period.

16 33. As set forth herein, Defendants' policy and practice was to intentionally and
17 systematically deny payment to Plaintiffs for all overtime hours worked. This was done in an
18 illegal attempt to avoid payment of earned overtime wages in violation of the Cal. Lab. Code and
19 IWC requirements. When Plaintiffs asked why all of a sudden they were being denied overtime
20 compensation when for years while employed by Premier Group International they were paid
21 overtime wages, Defendant Damian responded that Ed White decided to save money and cut out
22 overtime.

23 34. As a result of Defendants' unlawful failure to pay overtime compensation to
24 Plaintiffs for overtime hours worked, Plaintiffs have been deprived of compensation in an amount
25 according to proof at the time of trial, and are entitled to recovery of such amounts, plus interest
26 thereon and attorneys' fees and costs, pursuant to the applicable IWC Wage Order and California
27 Labor Code §1194, as well as the assessment of any statutory penalties against Defendants, in a sum
28 as provided by the Cal. Lab. Code and/or other statutes.

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SECOND CAUSE OF ACTION

**Failure to Provide Meal and Rest Breaks in Violation of Labor Code §§226.7, 512(a),
and IWC Wage Order No. 4
(Against All Defendants & Does 11-20)**

35. Plaintiffs reallege and incorporate each and every allegation contained in the paragraphs above with the same force and effect as if said allegations were fully set forth herein.

36. At all times herein mentioned California Labor Code sections 226.7, 512(a) and IWC Wage Order No. 4 were in force and effect and were binding on Defendants. California Labor Code §226.7 provides that no employer shall require an employee to work during any meal or rest period mandated pursuant to and order of the California Industrial Welfare Commission.

37. At all times herein mentioned, IWC Wage Order No. 4 and California Labor Code §512(a) provided that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, unless the total work period per day of the employee is not more than six (6) hours. IWC Wage Order No. 4 also provides that "every employer shall authorize and permit all employees to take rest period, which in so far as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours of major fractions thereof" unless the total daily work time is less than three and one-half (3.5) hours.

38. At all times herein mentioned, Defendants intentionally and improperly denied rest periods to Plaintiffs, and required Plaintiffs to work for a period of time in excess of six (6) hours and required Plaintiffs to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes. In addition, Defendants intentionally and improperly denied Plaintiffs ten (10) minute rest periods for every four (4) hours worked. Defendants never compensated Plaintiffs for their failure to provide these breaks.

39. The denial of lunch and rest periods to Plaintiffs was not only despicable and unlawful, but created unsafe working conditions and environment for Plaintiffs. Plaintiffs would

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1 work consecutive hours without breaks or food, then be required to take Depp or his family
2 members to the airport late at night or monitor his compound for intruders.

3 40. At all times herein mentioned, Defendants willfully required Plaintiffs to work
4 during meal and rest periods, in violations of California Labor Code §226.7, 512(a) and the
5 applicable IWC Wage Order.

6 41. Plaintiffs seek to recover from Defendants one (1) additional hour of pay at their
7 regular rate of compensation for each work day that a meal, rest, or recovery period that was not
8 provided, pursuant to the applicable IWC Wage Order and California Labor Code §226.7(b).

9 42. As a result of Defendants' unlawful failure to provide lunch and rest periods,
10 Plaintiffs have suffered, and will continue to suffer, damages in the amounts which are presently
11 unknown, but will be ascertained and established according to proof at trial, as well as attorneys'
12 fees and costs, pursuant to the applicable IWC Wage Order and California Labor Code §1194, as
13 well as the assessment of any statutory penalties against Defendants, in a sum as provided by the
14 Cal. Lab. Code and/or other statutes.

15
16 **THIRD CAUSE OF ACTION**

17 **Failure to Provide Accurate Wage Statements in Violation of Labor Code §226(a)**

18 **(Against All Defendants & Does 21-30)**

19 43. Plaintiffs reallege and incorporate each and every allegation contained in the
20 paragraphs above with the same force and effect as if said allegations were fully set forth herein.

21 44. At all times herein mentioned, California Labor Code §226(a) was in force and effect
22 and was binding on Defendants. Under California Labor Code §226(a) an employer must furnish
23 each of his or her employees an accurate itemized wage statement in writing showing nine items of
24 information, including total hours worked by the employee, applicable hourly rates and total hours
25 worked at each rate by the employee, the inclusive dates of the period for which the employee is
26 paid, and the name and address of the legal entity that is the employer.

27 45. At all times herein mentioned, Defendants intentionally and willfully failed to
28 provide Plaintiffs with complete and accurate wage statements. The deficiencies include, among

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1 other things, the failure to list the actual total regular hours worked by employees, and the actual
2 total overtime hours worked by employees and amounts being withheld.

3 46. As a result of Defendants' violation of California Labor Code §226(a), Plaintiffs
4 have suffered injury and damage to their statutorily protected rights. In addition, Defendants'
5 failure has prevented Plaintiffs from determining if all hours worked were paid and the extent to
6 which they were underpaid. Plaintiffs have had to file this suit, and will need to conduct discovery,
7 reconstruct time records, and perform computations in order to analyze whether in fact they were
8 properly paid, and thus suffered expenses and lost time. Plaintiffs would not have had to expend
9 these efforts and costs had Defendants provided accurate wage statements listing the total hours
10 worked. This has also delayed Plaintiffs' ability to demand and recover underpayment from
11 Defendants.

12 47. Plaintiffs are entitled to recover and are seeking the greater of all actual damages
13 caused by Defendants' failure to comply with California Labor Code §226(a), or an aggregate
14 penalty not exceeding four thousand dollars (\$4,000) per employee, and an award of costs and
15 reasonable attorneys' fees, in accordance with California Labor Code §226(e).

16 **FOURTH CAUSE OF ACTION**

17 **Failure to Timely Pay Wages Upon Termination in Violation of**

18 **California Labor Code §§201- 203**

19 **(Against All Defendants & Does 31-40)**

20 48. Plaintiffs reallege and incorporate each and every allegation contained in the
21 paragraphs above with the same force and effect as if said allegations were fully set forth herein.

22 49. At all times herein mentioned, California Labor Code §§201- 203 were in force and
23 effect and were applicable to Plaintiffs' employment. California Labor Code §§201 and 202
24 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
25 discharge are due and payable immediately, and that if an employee voluntarily leaves his or her
26 employment, his or her wages shall become due and payable not later than seventy-two (72) hours
27 thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her
28 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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1 the State of California is designed to protect all employees and promote the welfare and well-being
2 of the community at large.

3 54. Plaintiffs were employed by Defendants and were subjected to working conditions
4 that violated public policy, in that Plaintiffs had to endure intolerable working conditions by
5 working extremely unreasonable and long hours, working without lunch or rest breaks, working by
6 themselves in hazardous and dangerous conditions because Defendants would not pay for additional
7 personnel. Plaintiffs would have to work around and near people involved in illegal activity, would
8 be exposed to illegal substances and had to intervene in volatile situations created by those they
9 were hired to safeguard. Defendants intentionally created or knowingly permitted these working
10 conditions. Defendants often put Plaintiffs' drivers and professional licenses at risk with their
11 illegal activity. The working conditions were so intolerable that a reasonable person in Plaintiffs'
12 position would have no reasonable alternative except to resign. Plaintiffs did resign because of
13 these working conditions and other violations.

14 55. As a result of Defendants' acts, Plaintiffs were harmed and the working conditions
15 were a substantial factor in causing Plaintiffs' harm.

16 56. As a proximate consequence of Defendants' wrongful acts as stated above, Plaintiffs
17 have suffered and seek lost earnings, attorney fees, the costs of this suit, and compensation for the
18 emotional distress and other general and special damages suffered.

19 57. The actions and omissions of Defendants were malicious, despicable, fraudulent,
20 oppressive, willful, reckless and exhibited a conscious disregard for the rights of Plaintiffs.
21 Accordingly, Plaintiffs are entitled to punitive damages according to proof.

22
23 **SIXTH CAUSE OF ACTION**

24 **Unlawful Business Practices in Violation of**

25 **California Business & Professions Code §17200 et seq.**

26 **(Against All Defendants & Does 51-60)**

27 58. Plaintiffs reallege and incorporate each and every allegation contained in the
28 paragraphs above with the same force and effect as if said allegations were fully set forth herein.

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1 59. California Business & Professions Code §17200 defines unfair competition as any
2 unlawful, unfair, or fraudulent business act or practice. Section 17200 applies to violations of labor
3 laws and in the employment context.

4 60. At all times relevant hereto, by and through the conduct described herein,
5 Defendants have engaged in unfair and unlawful practices by failing to pay Plaintiffs, and other
6 employees, overtime wages due, waiting time penalties, and have failed to provide rest breaks,
7 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in
8 violation of Cal. Bus & Prof Code §17200 et seq., and have thereby deprived Plaintiffs of
9 fundamental rights and privileges and caused them economic injury as herein alleged.

10 61. Defendants further failed to pay Plaintiffs upon their termination all wage due and
11 owing, and unlawfully classified Plaintiffs as independent contractors when Plaintiffs were clearly
12 non-exempt employees.

13 62. Defendants further engaged in unfair and unlawful business practices by failing to
14 keep accurate information and time records and failing to accurately itemize the total hours worked
15 by Defendants' employees, in violation of California law. As herein alleged, Defendants' conduct
16 was unlawful in that Defendants' systematically violated California law and regulations, including
17 but not limited to Labor Code §201, §202, §204, §226(a), §226.7, §510, §512(a), and §1198.

18 63. By and through the unfair and unlawful business practices described herein,
19 Defendants have obtained valuable property, money, and services from Plaintiffs, and has deprived
20 them of valuable rights and benefits guaranteed by law, all to their detriment and to the benefit of
21 Defendants so as to allow Defendants to unfairly compete against competitors who comply with the
22 law.

23 64. All the acts described herein as violations, among other things, the Cal. Lab. Code
24 and IWC Wage Orders, are unlawful and in violation of public policy, and in addition are immoral,
25 unethical, oppressive, and unscrupulous, and therefore constitute unfair and unlawful business
26 practices in violation of Cal. Bus & Prof. Code §17200 et seq.


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- 1 5. For compensatory damages, including lost wages, and other losses, during the period
- 2 commencing on the date that is four years prior to the date of the filing of this Complaint, according
- 3 to proof;
- 4 6. For general damages, according to proof;
- 5 7. For special damages, according to proof;
- 6 8. For declaratory relief under Cal. Bus. & Prof. §17200 *et seq*;
- 7 9. For any additional statutory damages, including reasonable attorneys' fees, according
- 8 to proof;
- 9 10. For an award of interest, including prejudgment interest at the legal rate, according to
- 10 proof;
- 11 11. For punitive and exemplary damages, according to proof where applicable;
- 12 12. For costs of suit incurred herein;
- 13 13. For such other relief as the Court may deem just and proper.

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Dated: May 1, 2018

By: 

 TAMAR G. ARMINAK
 Attorneys for Plaintiffs EUGENE
 ARREOLA and MIGUEL SANCHEZ

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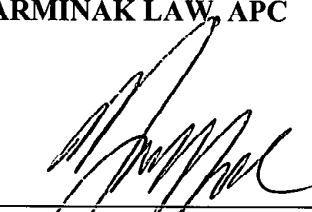
DEMAND FOR A JURY TRIAL

Plaintiffs Eugene Arreola and Miguel Sanchez, hereby demand a trial by jury on all issues triable by jury.

ARMINAK LAW APC

Dated: May 1, 2018

By:



TAMAR G. ARMINAK
Attorneys for Plaintiffs,
EUGENE ARREOLA and MIGUEL
SANCHEZ

ARMINAK LAW, APC
100 North Brand Boulevard, Second Floor
Glendale, California 91203

05/01/2018 8102/10/50

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Tamar G. Arminak SBN 238677 Arminak Law, APC 100 West Broadway, Suite 990 Glendale, CA 91210 TELEPHONE NO.: 818-584-2556 FAX NO.: 818-484-2556 ATTORNEY FOR (Name): Plaintiffs Eugene Arreola and Miguel Sanchez	FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles MAY 01 2018 Sherril B. Carter, Executive Officer/Clerk By <u>Marlon Gomez</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central	CASE NAME: Eugene Arreola, et. al., vs. John C. Depp, II, et al
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: BC704539 JUDGE: _____ DEPT: _____	

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

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

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

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

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

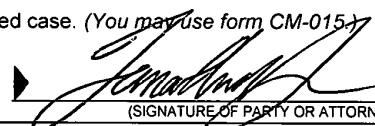
4. Number of causes of action (specify): Six

This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 1, 2018
 Tamar G. Arminak

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

- 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/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (not asbestos or toxic/environmental) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (not medical or legal)
Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (not unlawful detainer or wrongful eviction)
Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (not provisionally complex) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

- Commercial (31)
Residential (32)
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

- Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

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

- Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (non-domestic relations)
Sister State Judgment
Administrative Agency Award (not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
Other Complaint (not specified above) (42)
Declaratory Relief Only
Injunctive Relief Only (non-harassment)
Mechanics Lien
Other Commercial Complaint Case (non-tort/non-complex)
Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
Other Petition (not specified above) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

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

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

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

Auto Tort
Other Personal Injury/Property Damage/Wrongful Death

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

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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 type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	5, 6, 11
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	5, 11
	<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
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

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 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	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1, 2, 8	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> A6100 Other Civil Petition		2, 9	

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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 checked="" type="checkbox"/> 2. <input checked="" 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: 1486 North Sweetzer Avenue
CITY: Los Angeles	STATE: CA	ZIP CODE: 90069

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

Dated: May 1, 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.

05/01/2018