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FIBED

LOS ANGELES SUPERIOR COURT

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MAR 10 2004

JOHN A. CLARKE, CLERK
BY *S. Hall* S. GABB, DEPUTY

5 Attorneys for Plaintiffs
6 Oscar Gonzalez Aguilar, Edgar Kiiru,
7 Robert Le, Ernesto E. Madrid, and
8 Juan Olivera Sanchez

Case assigned to
Judge

MARY ANN MURPHY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CENTRAL DISTRICT

CITY/CASE: BC311909 LEA/0058;
RECEIPT #: 00460024042
DATE PAID: 03/10/04 00:18:47 PM
PAYMENT: \$292.50 0310
RECEIVED:
CHECK: 292.50
CASH:
CHANGE:
CARD:

BC311909

11 OSCAR GONZALEZ AGUILAR, an)
12 individual; EDGAR KIIRU, an individual;)
13 ROBERT LE, an individual; ERNESTO E.)
14 MADRID, an individual; and JUAN)
15 OLIVERA SANCHEZ, an individual,)

Plaintiffs,

vs.

16 THE CRISTCAT GROUP, INC., dba)
17 JOHNNY ROCKETS, a California)
18 corporation; CRISTCAT PASADENA, INC.,)
19 dba JOHNNY ROCKETS, a California)
20 corporation; CRISTCAT CALABASAS, INC.,)
21 dba JOHNNY ROCKETS, a California)
22 corporation; CRISTCAT CERRITOS, INC.,)
23 dba JOHNNY ROCKETS, a California)
24 corporation; CRISTCAT HOLLYWOOD,)
25 INC., dba JOHNNY ROCKETS, a California)
26 corporation; CRISTCAT FARMERS)
27 MARKET, INC., dba JOHNNY ROCKETS, a)
28 California corporation; JOHNNY PUENTE)
INC., dba JOHNNY ROCKETS, a California)
corporation; BOBARI CORPORATION, dba)
JOHNNY ROCKETS, a California)
corporation; and DOES 1 through 50,)
inclusive.)

Defendants.

- CASE NO.: BC311909
- PLAINTIFFS' COMPLAINT FOR DAMAGES FOR:
 1. FAILURE TO PAY STATUTORILY MANDATED WAGES;
 2. FAILURE TO PROVIDE ADEQUATE MEAL PERIODS;
 3. FAILURE TO PROVIDE ADEQUATE BREAK PERIODS;
 4. FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS
 5. UNLAWFUL DEDUCTIONS FROM WAGES;
 6. FAILURE TO REIMBURSE FOR MAINTAINING OF UNIFORMS;
 7. WAITING TIME PENALTIES;
 8. UNFAIR COMPETITION AND VIOLATION OF LABOR CODE §2698, ET SEQ.;
 9. UNFAIR COMPETITION - ARBITRATION AGREEMENT;
 10. DECLARATORY JUDGMENT AS TO UNCONSCIONABLE MANDATORY ARBITRATION AGREEMENT;
 11. CONVERSION;
 12. VIOLATION OF THE CALIFORNIA FAMILY RIGHTS ACT;
 13. RETALIATION; and
 14. WRONGFUL TERMINATION IN

COMPLAINT FOR DAMAGES

ORIGINAL

Plaintiffs complain and allege as follows:

GENERAL ALLEGATIONS

1. At all relevant times, Plaintiff OSCAR GONZALEZ AGUILAR ("Plaintiff Aguilar") was and now is an individual residing in the County of Los Angeles, State of California. Plaintiff Aguilar was employed by Defendants as a Busser from in or about March 2002 through in or about November 2003. Plaintiff Aguilar's employment with Defendants terminated in or about November 2003 when Plaintiff Aguilar resigned his position with Defendants

2. At all relevant times, Plaintiff EDGAR KIIRU ("Plaintiff Kiiru") was and now is an individual residing in the County of Los Angeles, State of California. Plaintiff Kiiru was employed by Defendants as a Server from in or about March 2000 through in or about November 2003. Plaintiff Kiiru's employment with Defendants terminated in or about November 2003 when Plaintiff Kiiru resigned his position with Defendants.

3. At all relevant times, Plaintiff ROBERT LE ("Plaintiff Le") was and now is an individual residing in the County of Los Angeles, State of California. Plaintiff Le was employed by Defendants as a Server from in or about June 2000 through in or about October 2003. Plaintiff Le's employment with Defendants terminated in or about October 2003 when Plaintiff Le resigned his position with Defendants.

4. At all relevant times, Plaintiff ERNESTO E. MADRID ("Plaintiff Madrid") was and now is an individual residing in the County of Los Angeles, State of California. Plaintiff Madrid was employed by Defendants as a Cook from in or about January 2000 through in or about December 2003. Plaintiff Madrid's employment with Defendants terminated in or about December 2003 when Defendants terminated Plaintiff Madrid's employment in retaliation for making wage claims and for taking a leave permitted by the California Family Rights Act.

5. At all relevant times, Plaintiff JUAN OLIVERA SANCHEZ ("Plaintiff SANCHEZ") was and now is an individual residing in the County of Los Angeles, State of California. Plaintiff Sanchez is employed by Defendants as a Busser/Cook. Plaintiff Sanchez was hired by Defendants in or about March 2002.

1 6. At all relevant times, Defendant CRISTCAT GROUP, INC., dba JOHNNY
2 ROCKETS ("Defendant Cristcat") was and now is a corporation doing business and employing
3 individuals in the County of Los Angeles, State of California.

4 7. At all relevant times, Defendant CRISTCAT PASADENA, INC., dba JOHNNY
5 ROCKETS ("Defendant Cristcat Pasadena") was and now is a corporation doing business and
6 employing individuals in the County of Los Angeles, State of California.

7 8. At all relevant times, Defendant CRISTCAT CALABASAS, INC., dba JOHNNY
8 ROCKETS ("Defendant Cristcat Calabasas") was and now is a corporation doing business and
9 employing individuals in the County of Los Angeles, State of California.

10 9. At all relevant times, Defendant CRISTCAT CERRITOS, INC., dba JOHNNY
11 ROCKETS ("Defendant Cristcat Cerritos") was and now is a corporation doing business and
12 employing individuals in the County of Los Angeles, State of California.

13 10. At all relevant times, Defendant CRISTCAT HOLLYWOOD, INC., dba JOHNNY
14 ROCKETS ("Defendant Cristcat Hollywood") was and now is a corporation doing business and
15 employing individuals in the County of Los Angeles, State of California.

16 11. At all relevant times, Defendant CRISTCAT FARMERS MARKET, INC., dba
17 JOHNNY ROCKETS ("Defendant Cristcat Farmers Market") was and now is a corporation doing
18 business and employing individuals in the County of Los Angeles, State of California.

19 12. At all relevant times, Defendant JOHNNY PUENTE INC., dba JOHNNY
20 ROCKETS ("Defendant Johnny") was and now is a corporation doing business and employing
21 individuals in the County of Los Angeles, State of California.

22 13. At all relevant times, Defendant BOBARI CORPORATION, dba JOHNNY
23 ROCKETS ("Defendant Bobari") was and now is a corporation doing business and employing
24 individuals in the County of Los Angeles, State of California.

25 14. Defendants DOES 1 through 50 are sued as fictitious names, their true names and
26 capacities being unknown to Plaintiffs. When their true names and capacities are ascertained,
27 Plaintiffs will amend this Complaint by inserting their true names and capacities. Plaintiffs are
28 informed and believe and thereon allege that each of the fictitiously named Defendants is

1 responsible in some manner for the occurrences herein alleged, and those Defendants proximately
2 caused, are responsible for, and/or legally liable for Plaintiffs' damages as herein alleged. Each
3 reference in this Complaint to "Defendant," "Defendants," or a specifically named Defendant
4 refers to and includes all Defendants sued under fictitious names.

5 15. Whenever in this Complaint reference is made to any act of Defendants, such
6 allegations shall be deemed to mean all named Defendants and DOES 1 through 50, or their
7 officers, agents, managers, representatives, employees, heirs, assignees, customers, tenants, did or
8 authorized such acts while actively engaged in the operation, management, direction or control of
9 the affairs of Defendants and while acting within the course and scope of their duties.

10 16. On information and belief, at all times mentioned herein, Defendants Cristcat
11 Group, Cristcat Pasadena, Cristcat Calabasas, Cristcat Cerritos, Cristcat Hollywood, Cristcat
12 Farmers Market, Johnny and Bobari are and were integrated enterprises with interrelated
13 operations, common management, common control of labor relations, and/or common ownership
14 or financial control through which Defendants have been conducting the activities alleged. Under
15 the circumstances, adherence to any separate legal existence of Defendants would promote
16 injustice. To avoid an inequitable result, Defendants Cristcat Group, Cristcat Pasadena, Cristcat
17 Calabasas, Cristcat Cerritos, Cristcat Hollywood, Cristcat Farmers Market, Johnny and Bobari
18 should be regarded as integrated enterprises and/or alter egos of each other.

19 17. On information and belief, at all relevant times mentioned herein, Defendants have
20 been and are mere shells, instrumentalities and conduits through which DOES 1 through 50 have
21 been conducting the activities alleged. DOES 1 through 50 have been and are directly managing,
22 controlling and dominating the operations of Defendants such that a unity of interest has and does
23 exist between Defendants and DOES 1 through 50. On information and belief, DOES 1 through
24 50 have manipulated Defendants' assets for their personal use. Under the circumstances,
25 adherence to any separate legal existence of Defendants would promote injustice. To avoid an
26 inequitable result, Defendants should be regarded as the alter ego of DOES 1 through 50.

27 18. The term "Plaintiffs" shall refer collectively to Plaintiffs Aguilar, Kiiru, Le, Madrid,
28 and Sanchez.

1 FACTUAL ALLEGATIONS

2 19. Defendants operate a chain of restaurants throughout Los Angeles County under the
3 fictitious business name of "Johnny Rockets." Each and/or all of the corporate Defendants own at
4 least one of the individual restaurants where the Plaintiffs worked. However, Defendants
5 employed the same managers in multiple restaurants and often shared or exchanged employees,
6 including Plaintiffs, amongst each of the restaurants during the course of the day. Defendants
7 often directed employees, including Plaintiffs, to work 7-8 hours at one restaurant, then an
8 additional 7-8 hours at another restaurant. At times, employees, including Plaintiffs, were not
9 compensated or not properly compensated for hours worked at these other locations. When
10 employees were compensated for hours worked at different locations, Defendants paid the
11 employees, including Plaintiffs, with two separate paychecks for straight time only. Thus, even
12 though an employee may have worked 15 hours in one day performing the same work for the same
13 manager at two locations, he or she did not receive overtime compensation. In addition,
14 employees, including Plaintiffs, were not compensated for time spent traveling from one restaurant
15 to another, even though Defendants mandated that the employees work at both locations.
16 Defendants also required employees, including Plaintiffs, to make food deliveries after they had
17 clocked out without additional compensation.

18 20. Plaintiffs also often worked in excess of 8 hours per day and 40 hours per week in
19 one store. Although Plaintiffs were entitled to overtime compensation for all hours in excess of 8
20 hours per day and 40 hours per week, Defendants failed to properly compensate Plaintiffs for these
21 excess hours as required by law. Defendants edited Plaintiffs' time on their computer system
22 reducing the hours for which they were paid.

23 21. During all relevant time periods, Plaintiffs regularly worked in excess of 5 hours a
24 day without being afforded a meal period of at least a half-hour in which they were relieved of all
25 duties. Plaintiffs also regularly worked in excess of 10 hours a day without receiving a second
26 meal period of at least a half hour in which they were relieved of all duties. Defendants knew
27 these facts and permitted, encouraged and/or required Plaintiffs to forego these meal periods.
28 Defendants attempted to conceal the fact that Plaintiffs were not afforded appropriate meal periods

1 by clocking Plaintiffs out and/or requiring them to clock-out for one-half hour each day.

2 22. During all relevant time periods, Plaintiffs regularly worked in excess of 4 hours a
3 day without being afforded break periods in which they were relieved of all duties. Defendants
4 knew these facts and permitted, encouraged and/or required Plaintiffs to forego these break
5 periods.

6 23. During all relevant time periods, Defendants failed to furnish Plaintiffs with timely
7 itemized wage statements accurately showing total hours worked by Plaintiffs.

8 24. During all relevant time periods, Defendants have deducted sums earned by or due
9 to their employees, including Plaintiffs, for many reasons, including but not limited to broken
10 dishes and glasses. Defendants also required employees to cover checks or tabs, which resulted
11 from either the customers not paying the check, or from orders made or placed incorrectly.

12 25. During all relevant time periods, Defendants required employees, including
13 Plaintiffs, to wear mandatory uniforms as a condition of employment. However, Defendants
14 required employees, including Plaintiffs, to bear the burden of maintaining the mandatory
15 uniforms without reimbursement. Defendants refused to compensate employees, including
16 Plaintiffs, for the time spent by employees for changing into and out of their mandatory uniforms,
17 and for the time spent by employees maintaining the mandatory uniforms.

18 26. On or about October 17, 2003, Defendants distributed a memorandum to all
19 managers directing them to terminate "on the spot" any employee "talking negative about any kind
20 of subject in regards to the restaurant . . ."

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY STATUTORILY MANDATED WAGES**

23 **(Against All Defendants)**

24 27. Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 26,
25 inclusive, as though fully set forth herein.

26 28. Defendants failed to pay Plaintiffs overtime and other wages due.

27 29. Defendants have violated and continue to violate California law, as follows.

28 30. Defendants failed to compensate Plaintiffs for regular time and overtime due, even

1 though they knew or should have known that Plaintiffs were not exempt employees, and that they
2 were working regular time and overtime. By failing to keep adequate time records required by
3 Labor Code §1174(d), Defendants have also made it difficult to calculate the exact overtime
4 compensation due to Plaintiffs.

5 31. As a result of the unlawful acts of Defendants and DOES 1-50, and each of them,
6 Plaintiffs have been deprived of overtime and other compensation in amounts to be proven at trial,
7 and are entitled to recovery of such amounts, plus interest thereon and attorneys' fees and costs,
8 pursuant to Labor Code §§218.5 and 1194.

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PROVIDE ADEQUATE MEAL PERIODS (PREMIUM WAGES)**

11 **(Against All Defendants)**

12 32. Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 26,
13 inclusive, as though fully set forth herein.

14 33. Plaintiffs regularly worked in excess of 5 hours a day without being afforded a meal
15 period of at least a half-hour in which they were relieved of all duties. Plaintiffs also regularly
16 worked in excess of 10 hours a day without receiving a second meal period of at least a half hour
17 in which they were relieved of all duties. Defendants knew these facts and permitted, encouraged
18 and/or required Plaintiffs to forego these meal periods. Defendants attempted to conceal the fact
19 that Plaintiffs were not afforded appropriate meal periods by clocking Plaintiffs out for one-half
20 hour each day.

21 34. Because Defendants failed to afford proper meal periods, they are liable to Plaintiffs
22 for 1 hour of additional pay at the regular rate of compensation for each occasion that the proper
23 meal periods were not provided, pursuant to Labor Code §226.7 and the California Wage Orders.

24 35. Plaintiffs claim this amount together with prejudgment interest pursuant to Civil
25 Code §§3287 and 3289, Labor Code §§218 and 218.6, and pursuant to any other provision of law
26 providing for prejudgment interest.

27 36. Plaintiffs also claim attorneys' fees and costs pursuant to Labor Code §§ 218.5 and
28 2698 et seq.

1 THIRD CAUSE OF ACTION

2 **FAILURE TO PROVIDE ADEQUATE BREAK PERIODS (PREMIUM WAGES)**

3 **(Against All Defendants)**

4 37. Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 26,
5 inclusive, as though fully set forth herein.

6 38. Plaintiffs regularly worked in excess of 4 hours a day without being afforded break
7 periods in which they were relieved of all duties.

8 39. Because Defendants failed to afford proper break periods, they are liable to
9 Plaintiffs for 1 hour of additional pay at the regular rate of compensation for each occasion that the
10 proper break periods were not provided, pursuant to Labor Code §226.7 and the California Wage
11 Orders.

12 40. Plaintiffs claim this amount together with prejudgment interest pursuant to Civil
13 Code §§3287 and 3289, Labor Code §§218 and 218.6, and pursuant to any other provision of law
14 providing for prejudgment interest.

15 41. Plaintiffs also claim attorneys' fees and costs pursuant to Labor Code §§ 218.5 and
16 2698 et seq.

17 FOURTH CAUSE OF ACTION

18 **FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS**

19 **(Against All Defendants)**

20 42. Plaintiffs re-allege and incorporate by reference herein the allegations contained in
21 paragraphs 1 through 26, inclusive, as though fully set forth herein.

22 43. Labor Code §226(a) requires employers semi-monthly or at the time of each
23 payment of wages to furnish each employee with a statement itemizing, inter alia, the total hours
24 worked by the employee. Labor Code §226(b) provides that if an employer knowingly and
25 intentionally fails to provide a statement itemizing, inter alia, the total hours worked by the
26 employee, then the employee is entitled to recover the greater of all actual damages or \$50 for the
27 initial violation and \$100 for each subsequent violation, up to \$4,000.

28 44. Defendants knowingly and intentionally failed to furnish Plaintiffs with timely,

1 itemized statements showing their total hours worked, as required by Labor Code §226(a). As a
2 result, Defendants are liable to Plaintiff for the amounts provided by Labor Code §226(b), together
3 with prejudgment interest.

4 **FIFTH CAUSE OF ACTION**

5 **UNLAWFUL DEDUCTIONS FROM WAGES EARNED BY EMPLOYEES**

6 **(Against All Defendants)**

7 45. Plaintiff's re-allege and incorporate by reference herein the allegations contained in
8 paragraphs 1 through 26, inclusive, as though fully set forth herein.

9 46. Labor Code §§ 221-223 and 400-410 make it unlawful for an employer to make
10 deductions from wages for business losses, unless the employer can establish that the loss was
11 caused by a dishonest or willful act, or by the culpable negligence of the employees.

12 47. Defendants made unlawful deductions from Plaintiffs' wages for business losses
13 that were not caused by any dishonest or willful acts or culpable negligence on the part of
14 Plaintiffs. As a result, Defendants are liable to Plaintiffs for the amounts unlawfully deducted.

15 **SIXTH CAUSE OF ACTION**

16 **FAILURE TO REIMBURSE FOR MAINTAINING OF UNIFORMS**

17 **(Against All Defendants)**

18 48. Plaintiff's re-allege and incorporate by reference herein the allegations contained in
19 paragraphs 1 through 26, inclusive, as though fully set forth herein.

20 49. Section 9 of the Industrial Welfare Commission Order No. 7-2001 provides that
21 when uniforms are required by the employer to be worn by the employee as a condition of
22 employment, such uniforms shall be provided and maintained by the employer.

23 50. During all relevant time periods, Defendants required employees, including
24 Plaintiffs, to wear mandatory uniforms as a condition of employment. However, Defendants
25 required employees, including Plaintiffs, to bear the burden of maintaining the mandatory
26 uniforms without reimbursement. As a result, Defendants are liable to Plaintiffs for the amounts
27 expended by Plaintiffs in maintaining the mandatory uniforms.

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1 **SEVENTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(Plaintiffs Aguilar, Kiiru, Le, and Madrid Against All Defendants)**

4 51. Plaintiffs Aguilar, Kiiru, Le, and Madrid re-allege and incorporate herein by
5 reference paragraphs 1 through 26, 28 through 31, 46 through 47 and 49 through 50, inclusive, as
6 though fully set forth herein.

7 52. Labor Code §201 requires an employer who discharges an employee to pay
8 compensation due and owing to said employee immediately upon discharge. Labor Code §202
9 requires an employer to promptly pay compensation due and owing to said employee within 72
10 hours of that employee's termination of employment by resignation. Labor Code §203 provides
11 that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as
12 required by §§201 and 202, then the employer is liable for waiting time penalties in the form of
13 continued compensation for up to 30 work days.

14 53. Defendants willfully failed and refused, and continue to willfully fail and refuse, to
15 timely pay compensation and wages, including unpaid overtime pay, to Plaintiffs Aguilar, Kiiru,
16 Le, and Madrid, whose employment was terminated. As a result, Defendants are liable to
17 Plaintiffs Aguilar, Kiiru, Le, and Madrid for waiting time penalties, together with interest thereon
18 and attorneys' fees and costs, pursuant to California Labor Code §203.

19 **EIGHTH CAUSE OF ACTION**

20 **UNFAIR COMPETITION AND VIOLATION OF LABOR CODE §2698, ET SEQ.**

21 **(Against All Defendants)**

22 54. Plaintiffs re-alleges and incorporates herein by reference paragraphs 1 through 26,
23 28 through 31, 33 through 36, 38 through 41, 43 through 44, 46 through 47, 49 through 50 and 52
24 through 53, inclusive, as though fully set forth herein.

25 55. The illegal policies and actions of Defendants with respect to failure to properly
26 compensate for work time, meal periods, and break periods, as alleged above, constitute unlawful,
27 unfair and fraudulent activity prohibited by Business and Professions Code §17200 and the Labor
28 Code as to all of their employees and former employees.

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persons;

- B. it purports to provide that an arbitration award shall be final and binding as to employees and "Johnny Rockets," but not other persons or entities, including Defendants;
- C. it purports to require Plaintiffs to pay costs of arbitration without limitation;
- D. it purports to require that Plaintiffs pay for 1/3 of the arbitrator's fees;
- E. it purports to provide that the arbitrator shall have the discretion to award attorneys' fees and arbitrator's fees to the prevailing party, even under statutes where Plaintiffs are entitled to attorneys' fees on prevailing and Defendants are not entitled to such fees;
- F. it purports to limit employees' rights to institute arbitration to one-year after the controversy or claim arose, imposing a shorter statute of limitations than provided by law for statutory claims.

63. Defendants should be enjoined from further violations of the law as alleged above.

TENTH CAUSE OF ACTION

DECLARATORY JUDGMENT AS TO UNCONSCIONABLE

MANDATORY ARBITRATION PROGRAM

(Against All Defendants)

64. Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 26 and 61 through 63, inclusive, as though fully set forth herein.

65. Defendants' purported arbitration contract is a contract of adhesion that is unduly oppressive and unconscionable and therefore is invalid and unenforceable as a matter of law.

66. Defendants' purported arbitration contract, even if otherwise valid and enforceable, does not unambiguously encompass all of Plaintiffs' claims herein.

67. Plaintiffs request that Defendants' purported arbitration contract be declared unenforceable and void as to claims in this action.

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1 ELEVENTH CAUSE OF ACTION

2 **CONVERSION**

3 **(Against All Defendants)**

4 68. Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 26,
5 inclusive, as though fully set forth herein.

6 69. Plaintiffs had an absolute right to be paid for their labor or services at the time such
7 wages were due.

8 70. Plaintiffs have been damaged by the conduct of Defendants unlawful conversion of
9 wages and premiums indisputably owed to them.

10 71. As a proximate result of the conversion by Defendants, Plaintiffs are entitled to the
11 return of the wages converted by Defendants in an amount according to proof at the time of trial.

12 72. Plaintiffs are further entitled to compensation for the time and money expended in
13 pursuit of the converted property.

14 73. In doing the acts herein alleged, Defendants acted with oppression, fraud, malice
15 and in conscious disregard of the rights of Plaintiffs, and Plaintiffs are therefore entitled to
16 punitive damages in an amount according to proof at the time of trial.

17 TWELFTH CAUSE OF ACTION

18 **VIOLATION OF THE CALIFORNIA FAMILY RIGHTS ACT**

19 **(GOVERNMENT CODE §12945.2)**

20 **(Plaintiff Madrid Against All Defendants)**

21 74. Plaintiff Madrid re-alleges and incorporates herein by reference paragraphs 1
22 through 26 inclusive, as though fully set forth herein.

23 75. Defendants engaged in unlawful employment practices in violation of the California
24 Family Rights Act by:

25 A. Interfering with, restraining, and/or denying the exercise of Plaintiff
26 Madrid's right to properly designate his leave of absence;

27 B. Interfering with, restraining, and/or denying the exercise of Plaintiff
28 Madrid's right to take leave time for the serious health condition of his

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mother;

C. Discriminating against Plaintiff Madrid for taking leave; and

D. Retaliating against Plaintiff Madrid for taking leave.

76. Plaintiff Madrid is informed and believes and based thereon alleges that his protected leave was a factor in Defendants' discrimination against him, in violation of Government Code §12945.2.

77. Plaintiff Madrid filed a timely Complaint of Discrimination with the California Department of Fair Employment and Housing against Defendants on or about February 20, 2004, and requested an immediate "right-to-sue" letter.

78. At all relevant times, Plaintiff Madrid was an employee covered by Government Code §§12940 et seq., prohibiting discrimination in employment on the basis of protected leave.

79. At all relevant times, Defendants were employers within the meaning of the California Family Rights Act (Government Code §12945.2 (c)(2)), prohibiting discrimination in employment decisions on the basis of protected leave.

80. As a proximate result of the wrongful conduct of Defendants, and each of them, Plaintiff Madrid has suffered and continues to sustain substantial losses in earnings and other employment benefits in an amount according to proof at the time of trial.

81. As a proximate result of the wrongful conduct of Defendants, and each of them, Plaintiff Madrid has suffered and continues to sustain humiliation, emotional distress, and mental pain and anguish, all to his damage in an amount according to proof at the time of trial.

82. In doing the facts herein alleged, Defendants, and each of them, acted with oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff Madrid, and Plaintiff Madrid is therefore entitled to punitive damages in an amount according to proof at the time of trial.

83. Plaintiff Madrid has also incurred and continues to incur attorneys' fees and legal expenses in an amount according to proof at the time of trial.

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1 **THIRTEENTH CAUSE OF ACTION**

2 **RETALIATION**

3 **(Plaintiff Madrid Against All Defendants)**

4 84. Plaintiff Madrid re-alleges and incorporates herein by reference paragraphs 1
5 through 26 and 75 through 83, inclusive, as though fully set forth herein.

6 85. Defendants, and each of them, were motivated to discriminate against Plaintiff
7 Madrid on grounds that violate the California Family Rights Act, Government Code §12945.2, in
8 retaliation for taking protected leave, and Labor Code §§ 98.6, 232.5 and 923, in retaliation for
9 making complaints of unlawful wage practices and working conditions, and for seeking advice of
10 counsel.

11 86. Plaintiff Madrid filed a timely Complaint of Discrimination with the California
12 Department of Fair Employment and Housing against Defendants on or about February 20, 2004,
13 and requested an immediate "right-to-sue" letter.

14 87. At all relevant times, Plaintiff Madrid was an employee covered by Government
15 Code §§12940 et seq., prohibiting discrimination in employment on the basis of protected leave.

16 88. At all relevant times, Defendants were employers within the meaning of the
17 California Family Rights Act (Government Code §12945.2 (c)(2)), prohibiting discrimination in
18 employment decisions on the basis of protected leave.

19 89. As a proximate result of the wrongful conduct of Defendants, and each of them,
20 Plaintiff Madrid has suffered and continues to sustain substantial losses in earnings and other
21 employment benefits in an amount according to proof at the time of trial.

22 90. As a proximate result of the wrongful conduct of Defendants, and each of them,
23 Plaintiff Madrid has suffered and continues to suffer humiliation, emotional distress, and mental
24 and physical pain and anguish, all to his damage in an amount according to proof at the time of
25 trial.

26 91. In doing the acts herein alleged, Defendants, and each of them, acted with
27 oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff Madrid, and Plaintiff
28 Madrid is therefore entitled to punitive damages according to proof at the time of trial.

1 PRAYER FOR RELIEF

2 WHEREFORE, Plaintiffs respectfully pray for judgment against Defendants, and each of
3 them, as follows:

- 4 1. For general and special damages, including lost past and future wages, in a sum in
5 excess of the minimum jurisdictional limitation of this Court, according to proof at trial;
- 6 2. For interest and/or penalties;
- 7 3. For exemplary and punitive damages;
- 8 4. For restitution;
- 9 5. For liquidated damages pursuant to Labor Code §1197.5(g);
- 10 6. For penalties recoverable under Labor Code § 2698, et seq.;
- 11 7. For attorneys' fees and costs of suit herein incurred, to the extent permitted by law;
- 12 8. For declaratory relief;
- 13 9. For preliminary and permanent injunctive relief; and
- 14 10. For such other, further and different relief which the Court deems just and proper
15 and to prevent Defendants from retaining any benefits from their illegal acts and omissions.

16
17 DATED: March 10, 2004

APPLETON, BLADY & MAGNANIMO, LLP

18
19 By: 

FRANK A. MAGNANIMO

Attorneys for Plaintiffs

Oscar Gonzalez Aguilar, Edgar Kiiru, Robert Le,
Ernesto E. Madrid, and Juan Olivera Sanchez

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, telephone number, and address):
Frank A. Magnanimo, Esq., SBN 174570
Appleton, Blady & Magnanimo, LLP
10880 Wilshire Boulevard, Suite 1010, Los Angeles, California 90024
 TELEPHONE NO.: 310-474-7022 FAX NO.: 310-474-7023

ATTORNEY FOR (Name): **Plaintiffs**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF **Los Angeles**
 STREET ADDRESS: **111 N. Hill Street**
 MAILING ADDRESS: **same**
 CITY AND ZIP CODE: **Los Angeles, California 90012**
 BRANCH NAME: **CENTRAL DISTRICT**

CASE NAME:
Oscar Gonzalez Aguilar v. The Cristcat Group, Inc., dba Johnny Rockets, et al.

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)

Counter **Joinder**

Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)

FOR COURT USE ONLY

FILED

LOS ANGELES SUPERIOR COURT

MAR 10 2004

JOHN A. CLARKE, CLERK
S. Hall
BY S. GABB, DEPUTY

CASE NUMBER: **BC311909**

JUDGE _____
 DEPT. _____

All five (5) items below must be completed (see instructions on page 2).

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

<p>Auto Tort</p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <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) <p>Non-PI/PD/WD (Other) Tort</p> <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) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <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)	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812)</p> <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) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <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 1800 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 post-judgment judicial supervision |
3. Type of remedies sought (check all that apply):
 a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): **14**
5. This case is is not a class action suit.

Date: **March 10, 2004**
Frank A. Magnanimo
 (TYPE OR PRINT NAME)

Frank A. Magnanimo
 (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, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) 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 1800 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 complex case, this cover sheet will be used for statistical purposes only.

ORIGINAL

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 check **all five** items 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. You do not need to submit a cover sheet with amended papers. 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 201.8(c) and 227 of the California Rules of Court.

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 1800 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 Rule 1800-1812)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Toxic Tort/Environmental (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 Tax
 - 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

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

This form is required in all new civil case filings in the Los Angeles Superior Court

1. Check the types of hearing and fill in the estimated length of hearing expected for this case:
 JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 10 HOURS DAYS.
11. Select the correct district and courthouse location (4 steps - If you checked "Limited Case", skip to No. III, Pg. 4):
 1 After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column 1, the Civil Case Cover Sheet case type you selected.
 2 Check one Superior Court type of action in Column 2 which best describes the nature of this case.
 3 In Column 3, circle the reason for the court location choice that applies to the type of action you have checked.

Applicable Reasons for Choosing Courthouse Location (See Column 3 below)

- Class Actions must be filed in the County Courthouse, Central District 6. Location of property or permanently garaged vehicle. Maybe filed in Central (Other county, or no Bodily Inj/Prop. Damage) 7. Location where petitioner resides.
 3. Location where cause of action arose 8. Location wherein defendant/respondent functions wholly
 4. Location where bodily injury, death or damage occurred. 9. Location where one or more of the parties reside.
 5. Location where performance required or defendant resides. 10. Location of the Labor Commissioner Office.

4 Fill in the information requested on page 4 in item III; complete item IV. Sign the certificate.

	-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Dam./Wrongful Death Is this an uninsured motorist case? <input type="checkbox"/> Yes <input type="checkbox"/> No	1.,2.,4.
	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestosis - Personal Injury/Wrongful Death	2. 2.
Other PI/PD/WD Tort	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 6.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1.,2.,4. 1.,2.,4.
	Other PI/PD/WD (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/PD/WD (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7271 Negligent Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Dam./Wrongful Death	1.,2.,4. 1.,2.,4. 1.,2.,3. 1.,2.,3. 1.,2.,4.
Non-PI/PD/WD Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1.,2.,3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1.,2.,3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1.,2.,3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1.,2.,3.
	Intellectual Property (19)	<input type="checkbox"/> A6016 Intellectual Property	2.,3.

ORIGINAL

SHORT TITLE

Oscar Gonzalez Aguilar v. The Cristcat Group, Inc., et al.

CASE NUMBER

Judicial Review (Cont'd.)

-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons - See Step 3 Above
Writ of Mandate (12)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2..8. 2 2
Oth. Jud. Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2..8.

Provisionally Complex Litig.

Antitrust/Trade Reg. (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 Litig. (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1..2..8.
Tox. Tort/Environm (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1..2..3..8.
Ins Coverage Clms from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1..2..5..8.

Enforcement of Judgment

Enforcement of Judgment (2)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2..9. 2..6. 2..9. 2..8. 2..8. 2..8..9.
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Misc. Civ. Cmplts.

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 <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1..2..8. 2..8. 1..2..8. 1..2..8.

Misc. Civil Petitions

Partnership/Corp. 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 <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2..3..9. 2..3..9 2..3..9 2 2..7. 2..3..4..8. 2..9.

III. Statement of Location: Enter the address of the accident, party residence or place of business, performance, or other circumstance indicated in No. II., item 3 on Page 1 as the proper reason for filing in the court location you selected.

REASON. CHECK THE NUMBER UNDER ITEM -3- WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10			ADDRESS: 2934 1/2 Beverly Glen Circle, Suite 405
CITY: Los Angeles	STATE: CA	ZIP CODE: 90077	

IV. Certificate/Declaration of Assignment: The undersigned hereby certifies and declares that the above entitled matter is properly filed for assignment to the Superior courthouse in the Central District of the Los Angeles Superior Court under Section 392 et seq., Code of Civil Procedure and Rule 2(b), (c) and (d) of this court for the reason checked above. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration was executed on March 10, 2004 at Los Angeles California.
(date) (city)


(SIGNATURE OF ATTORNEY/FILING PARTY)

New Civil Case Filing Instructions

This addendum form is required so that the court can assign your case to the correct courthouse location in the proper district for filing and hearing. It satisfies the requirement for a certificate as to reasons for authorizing filing in the courthouse location, as set forth in Los Angeles Superior Court Local Rule 2.0. It must be completed and submitted to the court along with the Civil Case Cover Sheet and the original Complaint or Petition in ALL civil cases filed in any district (including the Central District) of the Los Angeles County Superior Court. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

PLEASE HAVE THE FOLLOWING DOCUMENTS 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 (Summons forms available at the Forms Counter).
3. Civil Case Cover Sheet form required by California Rule of Court 982.2(b)(1), completely filled out (Cover Sheet forms available at the Forms Counter).
4. This "Addendum to Civil Case Cover Sheet--form [Superior Court Form Number 982.2(b)(1)A, revised 7/99], completely filled out (item 11. does not apply in limited civil cases) and submitted with the Civil Case Cover Sheet.*
5. Payment in full of the filing fee (unless filing on behalf of state or local government or no fee is due for the type of case being filed) or an Order of the Court waiving payment of filing fees in forma pauperis (fee waiver application forms available at the Filing Window)
6. In case of a plaintiff or petitioner who is a minor under 18 years of age, an Order of the Court appointing an adult as a guardian ad litem to act on behalf of the minor (Guardian ad Litem Application and Order forms available at the Forms Counter).
7. Additional copies of documents presented for endorsement by the Clerk and return to you.

* With the exception of limited civil and any civil cases concerning bodily injury (including wrongful death) and property damage occurring in this County, Labor Commissioner Appeals, and those types of actions required to be filed in the Central District by Local Court Rule 2(b), all civil actions may be optionally filed either in the Central District or in whichever other court location the rule would allow them to be filed. When a party elects to file a general or unlimited jurisdiction civil action in Central District that would also be eligible for filing in one or more of the other court locations, this form must still be submitted with location and assignment information completed.