

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Christian B. Clark SBN: 330380</p> <p>WEBB LAW GROUP, APC 466 W. Fallbrook Ave. Suite 102 Fresno, CA 93711</p> <p>TELEPHONE NO.: (559) 431-4888 FAX NO. (Optional): (559) 821-4500</p> <p>E-MAIL ADDRESS (Optional): Service@WebbLawGroup.com</p> <p>ATTORNEY FOR (Name): Michael Pescasio and Adrian Roup</p>	<p style="text-align: center;"><i>FOR COURT USE ONLY</i></p> <p>Electronically FILED by Superior Court of California, County of Los Angeles 4/05/2023 8:11 AM David W. Slayton, Executive Officer/Clerk of Court, By N. Le, Deputy Clerk</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</p> <p>STREET ADDRESS: 300 East Olive Avenue, Rm 225 MAILING ADDRESS: 300 East Olive Avenue, Rm 225 CITY AND ZIP CODE: Burbank, CA 91502 BRANCH NAME: Burbank Courthouse</p>	
<p>PLAINTIFF/PETITIONER: Michael Pescasio and Adrian Roup DEFENDANT/RESPONDENT: El Liel, LLC et al.</p>	
<p style="text-align: center;">NOTICE OF ENTRY OF JUDGMENT OR ORDER</p> <p>(Check one): <input checked="" type="checkbox"/> UNLIMITED CASE (Amount demanded exceeded \$25,000)</p> <p> <input type="checkbox"/> LIMITED CASE (Amount demanded was \$25,000 or less)</p>	<p>CASE NUMBER: 21BBCV00061</p>

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): March 28, 2023
2. A copy of the judgment, decree, or order is attached to this notice.

Date: April 4, 2023

Christian B. Clark
(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

▶ Christian B. Clark
(SIGNATURE)

PLAINTIFF/PETITIONER: Michael Pescasio and Adrian Roup	CASE NUMBER: 21BBCV00061
DEFENDANT/RESPONDENT: El Liel, LLC et al.	

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and not a party to this action. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (specify): ***SEE ATTACHED POS***

2. I served a copy of the Notice of Entry of Judgment or Order by enclosing it in a sealed envelope with postage fully prepaid and (check one):

- a. deposited the sealed envelope with the United States Postal Service.
- b. placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The Notice of Entry of Judgment or Order was mailed:

- a. on (date): ***SEE ATTACHED POS***
- b. from (city and state):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

Names and addresses of additional persons served are attached. (You may use form POS-030(P).)

5. Number of pages attached _____.

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

Date:***SEE ATTACHED POS***

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

North Central District, Burbank Courthouse, Department B

21BBCV00061

MICHEAL PESCASIO, et al. vs ELENA BUECA, et al.

March 28, 2023

9:52 AM

Judge: Honorable John J. Kralik

Judicial Assistant: W. Delgado

Courtroom Assistant: D. Quispe

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Ruling on Submitted Matter

The Court, having taken the matter under submission on 03/24/2023 for Hearing on Motion for Order Allowing Service by Publication, Filed by Plaintiffs Michael Pescasio and Adrian Roup on 11/23/2022, now rules as follows:

The Court grants Plaintiffs' motion for an order allowing service by publication on Defendants Elena Bucca and David Rogers.

Plaintiffs shall provide notice of this order.

The Court's complete Order is filed herewith for reference and may be viewed on the court's website.

Certificate of Mailing is attached.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Burbank Courthouse 300 East Olive Avenue, Rm 225, Burbank, CA 91502		FILED Superior Court of California County of Los Angeles 03/28/2023
PLAINTIFF/PETITIONER: Michael Pescasio et al		David W. Slayton, Executive Officer / Clerk of Court By: <u>W. Delgado</u> Deputy
DEFENDANT/RESPONDENT: Elena Bueca, et al.		
CERTIFICATE OF MAILING		CASE NUMBER: 21BBCV00061

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Ruling on Submitted Matter) of 03/28/2023 upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Burbank, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Lenden F. Webb
Webb Law Group, APC
10509 Vista Sorrento Parkway, Suite 450
San Diego, CA 92121

David W. Slayton, Executive Officer / Clerk of Court

Dated: 03/28/2023

By: W. Delgado
Deputy Clerk

CERTIFICATE OF MAILING

WEBB LAW GROUP, APC
466 W. Fallbrook Ave., Ste 102
Fresno California 93711

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action; my primary business address is: **10509 Vista Sorrento Parkway, Suite 450, San Diego, CA 92121**. My email address is **Service@WebbLawGroup.com**.

On **April 4, 2023** I caused the service of document(s) described as:

MOTION FOR ORDER ALLOWING SERVICE BY PUBLICATION - NOTICE OF ENTRY OF ORDER

on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope at: San Diego, California, addressed as follows:

David Glaubiger, Esq.
21000 Devonshire Street, Suite 112
Chatsworth, CA 91311
Email: d.chats@hotmail.com
Telephone: (818) 725-9711
Facsimile: (818) 725-9712
Attorney for Defendants XVIII Entertainment, LLC. and John Rogers (ESA JJ Rogers)

XX (BY MAIL) I am readily familiar with this business' practice for collection and processing of correspondence for mailing, and that correspondence, with postage thereon fully prepaid, will be deposited with the U.S. Postal Service on the date hereinabove in the ordinary course of business, at San Diego, California as a **courtesy only**.

XX (BY E-MAIL) I caused the above-referenced document(s) to be electronically mailed to the offices of the addressee(s) **pursuant to Cal. Code of Civ. Proc. § 1010.6**. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Executed on **April 4, 2023**, at San Diego, California.

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



MEGAN ABERCROMBIE

**SUMMONS
(CITACION JUDICIAL)**

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

NOTICE TO DEFENDANT: EL LIEL, LLC, a California Limited Liability Company; CRANKY (AVISO AL DEMANDADO): PANTS PRODUCTIONS, LLC, California Limited Liability Company; XVIII ENTERTAINMENT LLC, California Limited Liability Company; ELENA BUECA, an individual; JJ ROGERS, an individual; and DOES 1 through 50, inclusive

YOU ARE BEING SUED BY PLAINTIFF: MICHAEL PESCASIO, an individual; (LO ESTÁ DEMANDANDO EL DEMANDANTE): and ADRIAN ROUP, an individual.

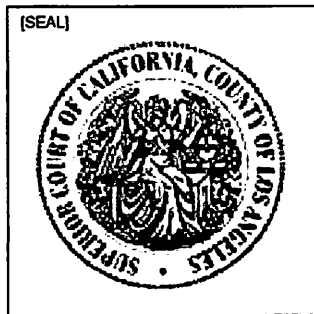
NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.
You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.
There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.
Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.
Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: 300 EAST OLIVE AVENUE, RM 225
(El nombre y dirección de la corte es): BURBANK, CA 91502
Superior Court of California, County of Los Angeles BURBANK COURTHOUSE
~~111 North Hill Street HH~~
~~Los Angeles, California 90012~~

CASE NUMBER:
(Número del Caso):
21BBCV00061

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Lenden F. Webb
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
WEBB LAW GROUP (559) 431-4888
466 W. Fallbrook Ave., Fresno, CA 93711
DATE: 01/20/2021 Clerk, by H. Hankins, Deputy
(Fecha) Sherri R. Carter Executive Officer / Clerk of Court (Secretario) (Adjunto)

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



NOTICE TO THE PERSON SERVED: You are served
1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

**SUMMONS
(CITACION JUDICIAL)**

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

NOTICE TO DEFENDANT: EL LIEL, LLC, a California Limited Liability Company; CRANKY
(AVISO AL DEMANDADO): PANTS PRODUCTIONS, LLC, California Limited Liability
Company; XVIII ENTERTAINMENT LLC, California Limited Liability Company; ELENA
BUECA, an individual; JJ ROGERS, an individual; and DOES 1 through 50, inclusive

**YOU ARE BEING SUED BY PLAINTIFF: MICHAEL PESCASIO, an individual;
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**
and ADRIAN ROUP, an individual.

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

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

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

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

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

The name and address of the court is: 300 EAST OLIVE AVENUE, RM 225
(El nombre y dirección de la corte es): BURBANK, CA 91502
Superior Court of California, County of Los Angeles BURBANK COURTHOUSE
~~111 North Hill Street HH
Los Angeles, California 90012~~

CASE NUMBER:
(Número del Caso):
21BBCV00061

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Lenden F. Webb
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
WEBB LAW GROUP (559) 431-4888
466 W. Fallbrook Ave., Fresno, CA 93711
DATE: 01/20/2021 Clerk, by H. Hankins, Deputy
(Fecha) Sherri R. Carter Executive Officer / Clerk of Court *(Secretario)* H. Hankins *(Adjunto)*

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



NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. as the person sued under the fictitious name of *(specify)*:
- 3. on behalf of *(specify)*:
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other *(specify)*:
- 4. by personal delivery on *(date)*:

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY: Christian B. Clark Webb Law Group, APC 466 W. Fallbrook Ave., Suite 102 Fresno, CA 93711		STATE BAR NUMBER 330380	<i>Reserved for Clerk's File Stamp</i>
ATTORNEY FOR (Name): Plaintiffs Michael Pescasio; and Adrian Roup			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS: Burbank Courthouse - 300 E Olive Ave, Burbank, CA 91502			
PLAINTIFF: Michael Pescasio; and Adrian Roup			
DEFENDANT: El Liel, LLC., et al.			
AMENDMENT TO COMPLAINT (Fictitious / Incorrect Name)			CASE NUMBER: 21BBCV00061

FICTITIOUS NAME (No order required)

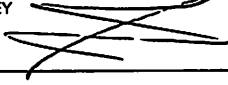
Upon the filing of the complaint, the plaintiff, being ignorant of the true name of the defendant and having designated the defendant in the complaint by the fictitious name of:

FICTITIOUS NAME DOE No. 1

and having discovered the true name of the defendant to be:

TRUE NAME David Rogers

amends the complaint by substituting the true name for the fictitious name wherever it appears in the complaint.

DATE March 31, 2021	TYPE OR PRINT NAME Christian B. Clark	SIGNATURE OF ATTORNEY 
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INCORRECT NAME (Order required)

The plaintiff, having designated a defendant in the complaint by the incorrect name of:

INCORRECT NAME

and having discovered the true name of the defendant to be:

TRUE NAME

amends the complaint by substituting the true name for the incorrect name wherever it appears in the complaint.

DATE	TYPE OR PRINT NAME	SIGNATURE OF ATTORNEY
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ORDER

THE COURT ORDERS the amendment approved and filed.

Dated

Judicial Officer

Electronically Received 04/01/2021 12:00 AM

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action; my primary business address is: **466 West Fallbrook Avenue, Suite 102, Fresno, California 93711**. My email address is **Office@WebbLawGroup.com**.

On **March 31, 2021** I caused the service of document(s) described as:

1. AMENDMENT TO COMPLAINT – FICTICIOUS

on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope at: San Diego, California, addressed as follows:

David Glaubiger, Esq.
21000 Devonshire Street, Suite 112
Email: **d.chats@hotmail.com**
Telephone: (818) 725-9711
Facsimile: (818) 725-9712
*Attorney for Defendants XVIII
Entertainment, LLC. and John Rogers
(ESA JJ Rogers)*

Scott A. Meehan, Esq.
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
Email: **sameehanlaw@gmail.com**
Telephone: (818) 707-0338
Facsimile: (818) 707-0339
Attorney for Defendant, Elena Rogers

Elena Rogers
4329 Colfax Avenue, Apt. 200
Studio City, CA 91604
Agent for Cranky Pants Productions, LLC

XX (BY MAIL) I am readily familiar with this business' practice for collection and processing of correspondence for mailing, and that correspondence, with postage thereon fully prepaid, will be deposited with the U.S. Postal Service on the date hereinabove in the ordinary course of business, at San Diego, California (*to Elena Rogers only*).

(BY FACSIMILE) I caused the above-referenced document(s) to be faxed to the offices of the addressee(s) pursuant to a valid stipulation and left a voicemail for counsel.

XX (BY E-MAIL) I caused the above-referenced document(s) to be electronically mailed to the offices of the addressee(s) pursuant to an applicable code or a valid stipulation. (*Served via email pursuant to Emergency Rule 12 and CCP § 1010.6(a)(4)*). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Executed on **March 31, 2021**, at San Diego, California.

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


WILLIAM C. STANINGER

Lenden F. Webb (SBN 236377)
Christian B. Clark (SBN 330380)
WEBB LAW GROUP, APC
466 W. Fallbrook Ave. Suite 102
Fresno, CA 93711
Telephone: (559) 431-4888
Facsimile: (559) 821-4500
Email: LWebb@WebbLawGroup.com
Email: CClark@WebbLawGroup.com

Attorney for Plaintiffs, Michael Pescasio, an individual; and Adrian Roup, an individual.

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

Case No.: **21BBCV00061**

MICHAEL PESCASIO, an individual; and
ADRIAN ROUP, an individual,

Plaintiffs,

vs.

EL LIEL, LLC, a California Limited Liability
Company; CRANKY PANTS
PRODUCTIONS, LLC, California Limited
Liability Company; XVIII
ENTERTAINMENT LLC, California Limited
Liability Company; ELENA BUECA, an
individual;
JJ ROGERS, an individual;
and DOES 1 through 50, inclusive,

Defendants.

COMPLAINT FOR:

- 1. FAILURE TO PROVIDE MEAL PERIODS AND PAID REST BREAKS, COUNT ONE [CAL. LAB. CODE §§ 226.7, 512];**
- 2. FAILURE TO PROVIDE MEAL PERIODS AND PAID REST BREAKS, COUNT TWO [CAL. LAB. CODE §§ 226.7, 512];**
- 3. FAILURE TO PAY ALL OVERTIME HOURS WORKED, COUNT ONE [CAL. LAB. CODE §§ 1194(a), 510];**
- 4. FAILURE TO PAY ALL OVERTIME HOURS WORKED, COUNT TWO [CAL. LAB. CODE §§ 1194(a), 510];**
- 5. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS, COUNT ONE [CAL. LAB. CODE § 226];**
- 6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS, COUNT TWO [CAL. LAB. CODE § 226];**
- 7. FAILURE TO PAY WAGES WHEN DUE [CAL. LAB. CODE §§ 202, 203];**
- 8. FAILURE TO PAY MINIMUM WAGE [CAL. LAB. CODE § 1194];**
- 9. FAILURE TO REIMBURSE ALL EXPENSES, COUNT ONE [CAL. LAB. CODE §2802];**
- 10. FAILURE TO REIMBURSE ALL EXPENSES, COUNT TWO [CAL. LAB. CODE §2802];**
- 11. BREACH OF ORAL CONTRACT, COUNT ONE**
- 12. BREACH OF ORAL CONTRACT, COUNT TWO**
- 13. INTENTIONAL MISREPRESENTATION, COUNT ONE**

WEBB LAW GROUP, APC
466 West Fallbrook Avenue, Suite 102
Fresno, California 93711

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- 14. INTENTIONAL MISREPRESENTATION, COUNT TWO
- 15. FRAUD: NEGLIGENT MISREPRESENTATION;
- 16. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
- 17. UNLAWFUL AND UNFAIR BUSINESS PRACTICES UNDER CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200 et. seq.;
- 18. WAITING-TIME PENALTIES FOR NONPAYMENT OF WAGES [CAL. LAB. CODE §§ 201-204, 218];

DEMAND FOR JURY TRIAL

INTRODUCTION

Plaintiff MICHAEL PESCASIO (*hereinafter referred to as "Pescasio"*), an individual, Plaintiff ADRIAN ROUP (*hereinafter "Roup"*), an individual (*all Plaintiffs hereinafter referred to collectively as "Plaintiffs"*), allege, based on information and belief, the following against Defendants EL LIEL, LLC, a California Limited Liability Company; CRANKY PANTS PRODUCTIONS, LLC., California Limited Liability Company; XVIII ENTERTAINMENT LLC, California Limited Liability Company; ELENA BUECA, an individual; JJ ROGERS, an individual; and DOES 1 through 50, inclusive, and DOES 1 through 50 (*Hereinafter referred to collectively as "Defendants"*), as follows:

1. Plaintiff Michael Pescasio was and at all times mentioned herein is, an individual residing in the County of Los Angeles, State of California.
2. Plaintiff Adrian Roup was and at all times mentioned herein is, an individual residing in the County of Los Angeles, State of California.
3. Plaintiffs are informed and believe, and thereon allege, that Defendant El Liel, LLC ("*El Liel*") is, and at all relevant times herein mentioned, was a California Limited Liability Company doing business in California. El Liel's principal place of business is located in Studio City, California.

1 4. Plaintiffs are informed and believe, and thereon allege, that Defendant CRANKY
2 PANTS PRODUCTIONS, LLC, is, and at all times relevant herein mentioned, was a California
3 Limited Liability Company doing business in California. Cranky Pants Productions' principal
4 place of business is located in Studio City, California.

5 5. Plaintiffs are informed and believe, and thereon allege, that Defendant XVIII
6 Entertainment, LLC, is, and at all time relevant herein mentioned, was a California Limited
7 Liability Company doing business in California. XVIII Entertainment's principal place of
8 business is located in West Covina, CA.

9 6. Plaintiffs are informed and believe, and thereon allege, that El Liel and Cranky Pants
10 Productions are alter-ego corporations of each other and are in reality one and the same. Plaintiffs
11 allege this by reason of the following:

- 12 a. Plaintiffs are informed and believe, and thereon allege, that personnel between El
13 Liel and Cranky Pants Productions were interchangeable, and the same
14 employees worked for both El Liel and Cranky Pants Productions.
- 15 b. Plaintiffs are informed and believe, and thereon allege, that management and
16 ownership of El Liel and Cranky Pants Productions was compromised of the same
17 people and a unity of interest exists between El Liel and Cranky Pants
18 Productions.
- 19 c. Plaintiffs are informed and believe, and thereon allege, El Liel and Cranky Pants
20 Productions shared the same office space and business location as if they were
21 one entity.
- 22 d. Plaintiffs are informed and believe, and thereon allege, that adherence to the
23 corporate fiction of the separate corporate existence of Defendants would, under
24 the circumstances, sanction a fraud and promote injustice.

25 7. Plaintiffs are informed and believe, and thereon allege, that El Liel and XVIII
26 Entertainment, LLC are alter-ego corporations of each other and are in reality one and the same.
27 Plaintiffs allege this by reason of the following:
28

- 1 a. Plaintiffs are informed and believe, and thereon allege, that personnel between El
2 Liel and XVIII Entertainment were interchangeable, and the same employees
3 worked for both El Liel and XVIII Entertainment.
- 4 b. Plaintiffs are informed and believe, and thereon allege, that management and
5 ownership of El Liel and XVIII Entertainment was compromised of the same
6 people and a unity of interest exists between El Liel and XVIII Entertainment.
- 7 c. Plaintiffs are informed and believe, and thereon allege, that XVIII Entertainment
8 used its corporate identity to procure labor, services or merchandise for El Liel
9 and shared these with El Liel as if they were one entity.
- 10 d. Plaintiffs are informed and believe, and thereon allege, that adherence to the
11 corporate fiction of the separate corporate existence of Defendants would, under
12 the circumstances, sanction a fraud and promote injustice.

13 8. Plaintiffs are informed and believe, and thereon allege, that El Liel is the alter ego of
14 Elena Bueca and they are in reality one and the same. Pescasio alleges this by reason of the
15 following:

- 16 a. Plaintiffs are informed and believe, and thereon allege, that Elena Bueca treated
17 the assets of El Liel as her own thereby creating a unity of interest.
- 18 b. Plaintiffs are informed and believe, and thereon allege, that the formation and use
19 of El Liel by Elena Bueca was created in order to transfer to it Elena Bueca's
20 existing personal liability.
- 21 c. Plaintiffs are informed and believe, and thereon allege, that Elena Bueca formed
22 El Liel as a mere shell, instrumentality, or conduit for her own individual
23 business.
- 24 d. Plaintiffs are informed and believe, and thereon allege, that adherence to the
25 separation of corporation and individual of Defendants would, under the
26 circumstances, sanction a fraud and promote injustice in that Defendant would
27 attempt to use the corporation as a shield against liability that would otherwise
28 inure to them personally.

1 9. Plaintiffs are informed and believe, and thereon allege, that El Liel is the alter ego of JJ
2 Rogers and they are in reality one and the same. Pescasio alleges this by reason of the following:

- 3 a. Plaintiffs are informed and believe, and thereon allege, that JJ Rogers treated the
4 assets of El Liel as her own thereby creating a unity of interest.
- 5 b. Plaintiffs are informed and believe, and thereon allege, that the formation and use
6 of El Liel by JJ Rogers was created in order to transfer to it JJ Rogers existing
7 personal liability.
- 8 c. Plaintiffs are informed and believe, and thereon allege, that JJ Rogers formed El
9 Liel as a mere shell, instrumentality, or conduit for her own individual business.
- 10 d. Plaintiffs are informed and believe, and thereon allege, that adherence to the
11 separation of corporation and individual of Defendants would, under the
12 circumstances, sanction a fraud and promote injustice in that Defendants would
13 attempt to use the corporation as a shield against liability that would otherwise
14 inure to them personally.

15 10. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 25 are
16 persons, corporations, or other entities which reside or are authorized to do and are doing
17 business in the State of California. The true identities of DOES 1 through 25 are currently
18 unknown to Plaintiffs; therefore, Plaintiff now sues DOES 1 through 25 by fictitious names.
19 Plaintiff will amend this Complaint to state the proper names of each DOE Defendant when its
20 identity is discovered.

21 11. Plaintiffs are informed and believe, and thereon allege that DOES 26 through 50 are
22 persons, corporations, or other entities which reside or are authorized to do and are doing business
23 in the State of California. The true identities of DOES 26 through 50 are currently unknown to
24 Plaintiff and therefore Plaintiff prays for leave to amend this Complaint to assert the property
25 names of each Roes Defendant when its identity is discovered. Plaintiffs are informed and believe,
26 and thereon allege that DOES 26 through 50 were the managerial agent, employee, predecessor,
27 subsidiary successor, joint venture, co-conspirator, alter ego, and/or representative of each and
28 every other Defendant named herein or identified as Does 26 through 50, and acted with the

1 permission, authorization and/or ratification and consent of each and every other Defendant at all
2 relevant times herein.

3 12. Plaintiffs are informed and believe, and thereon allege that, at all relevant times, each of
4 the Defendants, whether named or fictitious, were the agent or employee of each of the other
5 Defendants, and in doing the things alleged to have been done in the complaint, acted within the
6 scope of such agency or employment, or ratified the acts of the other.

7 **GENERAL ALLEGATIONS**

8
9 13. Plaintiff realleges and incorporates herein by reference each and every allegation of
10 paragraphs 1 through 12 as though fully set forth herein.

11 14. Plaintiffs Pescasio and Roup were employed by Defendants for the purpose of shooting a
12 documentary in Romania. Plaintiffs Pescasio and Roup were employed for around twenty-two
13 (22) workdays by Defendants.

14 15. Plaintiff Pescasio entered into an oral employment agreement with Defendants, whereby
15 Plaintiffs agreed to work on a two (2) to three (3) week shoot in Romania for a discounted rate of
16 \$500.00 per day.

17 16. Plaintiff Pescasio entered into an oral employment agreement with Defendants, whereas
18 Defendants agreed to rent camera equipment for the film totaling \$25,380.00 for the twenty-two
19 (22) day period.

20 17. Plaintiff Roup entered into an oral employment agreement with Defendants, whereby
21 Roup agreed to work on a two (2) to three (3) week shoot in Romania for a discounted rate of
22 \$60.00 per hour.

23 18. Plaintiff Roup entered into an oral employment agreement with Defendants, whereby
24 Defendants agreed to rent camera equipment for the film totaling \$5,067.00 for the twenty-two
25 (22) day period.

26 19. In addition, Plaintiff Roup was told that he would be employed full-time after the twenty-
27 two (22) day shoot completed as the principle editor on the project and as a film festival consultant
28 for a rate of between \$75 and \$150 per hour.

1 20. Once Plaintiffs were employed, Defendants did not offer any payroll services or timecards
2 for Plaintiff Roup or Plaintiff Pescasio.

3 21. Additionally, Defendants only booked Plaintiffs one-way tickets to Romania, which did
4 not give Plaintiffs any formal end date for their employment with Defendants.

5 22. For each day during the twenty-two (22) day shoot in Romania, Plaintiff Pescasio worked
6 on average 12-17 hours per day. Defendants were completely in charge of each day's schedule
7 and did not provide Plaintiff with any rest breaks or meal breaks. Defendants lack of a consistent
8 work week schedule made the work environment hectic and stressful for employees.

9 23. For each day during the twenty-two (22) day shoot in Romania, Plaintiff Roup worked on
10 average 13-15 hours per day. Defendants were completely in charge of each day's schedule and
11 did not provide Plaintiff with any rest breaks or meal breaks. Defendants lack of a consistent
12 work week schedule made the work environment hectic and stressful for employees.

13 24. Once done shooting for the documentary, Defendants insisted that they pay Plaintiff
14 Pescasio a single lump-sum payment of \$5,000 for all of Pescasio expenses and hours work as
15 opposed to previously agreed upon amount of \$500.00 per day.

16 25. In addition to the stressful work hours, the working conditions Plaintiff Roup was
17 subjected to were extremely poor. Roup was forced to sleep on floors and couches after long
18 days, and was often required to shoot dangerous scenes on live roads and railroads without any
19 form of safety precautions.

20 26. For example, Plaintiff Roup was forced to operate cameras while hanging outside of
21 moving vehicles without prior warning or any kind of safety equipment; was forced to film
22 inside moving vehicles on freeways for multiple hours without safety equipment or prior
23 warning or notice; was forced to operate cameras on live construction sites and train stations
24 without safety equipment or permits.

25 27. Defendant JJ Rogers even stated in an email to Defendant Elena Bueca that she should
26 be careful not to "kill the crew" due to the conditions.

27
28

1 28. The film was written, directed, and produced by Defendant Elena Bueca. Defendant
2 Elena Bueca controlled the day-to-day operations on the movie set and managed all employees,
3 including Roup.

4 29. Defendant JJ Rogers worked on the film as a remote producer and director, and assisted
5 Elena Bueca in a managerial capacity both during and leading up to the shoot, had significant
6 managerial control over the day-to-day operations on the movie set, and held significant
7 managerial control over all employees, including Complainant.

8 30. On information and belief, Elena Bueca was at all relevant times married to Dave
9 Rogers, a relative of JJ Rogers.

10 31. On information and belief, Defendant JJ Rogers used his company, XVIII
11 Entertainment, LLC to take out an insurance policy for the shoot in Romania.

12 32. During the shoot Plaintiff Roup's drone was damaged. Roup was instructed to send an
13 incident report to Defendant JJ Rogers. Defendants thereafter refused to repair or replace
14 Plaintiff Roup's equipment, which impacted Roup's ability to pursue gainful employment upon
15 returning to the United States after the shoot.

16 33. Once done shooting for the documentary, Defendants paid Plaintiff Roup a single lump-
17 sum payment of \$4,000 for all of Roup's expenses and hours work as opposed to previously
18 agreed upon amount of \$60.00 per hour plus the cost of equipment rental and the agreed-upon
19 down payment of \$5,000.

20 34. Defendants also claimed that they would not pay for the rental equipment for the film
21 despite the oral employment agreement in which Defendants said they would cover the rental
22 charges. To date, Defendants have not covered the cost of the rental equipment.

23 35. Defendants thereafter sent a 1099 to Plaintiff Roup in an improper attempt to misclassify
24 Roup as an independent contractor.

25 36. Defendants also claimed that they would not pay for the rental equipment for the film
26 despite the oral employment agreement in which Defendants said they would cover the rental
27 charges. To date, Defendants have not covered the cost of the rental equipment.
28

1 37. Defendant Elena Bueca acted on behalf of Defendant El Liel as its owner, and/or director
2 and/or officer within the meaning of Labor Code 558.1 in causing the Sections 202, 203, 226,
3 226.7, 510, 512, 1194 or 2804, of the Labor Code to be violated and as such Elena Bueca may
4 be held liable as the employer for such violations that she caused.

5 38. Defendant JJ Rogers acted on behalf of Defendant XVIII Entertainment, LLC as its
6 owner, and/or director and/or officer within the meaning of Labor Code 558.1 in causing the
7 Sections 202, 203, 226, 226.7, 510, 512, 1194 or 2804, of the Labor Code to be violated and as
8 such JJ Rogers may be held liable as the employer for such violations that he caused.

9 **FIRST CAUSE OF ACTION**

10 **For Failure to Provide Meal Periods and Paid Rest Breaks**

11 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order § 4]**

12 **(Count One By Plaintiff Michael Pescasio and Against All Defendants)**

13 39. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein,
14 paragraphs 1 through 38 of this Complaint.

15 40. Plaintiff Pescasio was employed by Defendants for around twenty-two (22) workdays
16 and has been at all relevant times classified as a non-exempt employee.

17 41. Pescasio's work for Defendants was not out of the hiring entities usual course of
18 business, was not an independently established trade, and Pescasio was not free from control
19 and direction of Defendants in performing his work. As such, Pescasio was an employee of
20 Defendants, not an independent contractor. Additionally, workers in the film industry are
21 employees and not independent contractors. *Angelotti v. The Walt Disney Co.*, 192 Cal. App.
22 4th 1394, 121 Cal. Rptr. 3d 863 (2011); *Johnson v. Berkofsky-Barret Prods.*, 211 Cal. App. 3d
23 1067, 260 Cal. Rptr. 67 (1989); *Durae v. Indus. Acci. Com.*, 206 Cal. App. 2d 691 (1962).

24 42. Throughout Pescasio's employment with El Liel, Cranky Pants Productions, and Elena
25 Bueca, Pescasio was never provided rest period nor meal periods. Although Pescasio
26 consistently exceeded eight (8) hours of work per day during the twenty-two (22) day period of
27 employment.
28

1 43. Labor Code § 226.7 requires employers, including Defendants, to provide non-exempt
2 employees with meal periods as mandated by the Industrial Welfare Commission.

3 44. Labor Code § 512(a), in part, provides that employers, including Defendants, may not
4 employ an employee for a work period of more than five (5) hours per day without providing
5 an employee the opportunity to take uninterrupted meal period of not less than 30 minutes,
6 except that if the total work period per day of the employee is no more than six (6) hours, the
7 meal period may be waived by mutual consent of both employer and employee. Employers may
8 not employ an employee for a work period more than ten (10) hours day without providing the
9 employee with a second meal period of not less than 30 minutes.

10 45. Pursuant to Labor Code § 226.7(b), employers shall pay an employee one additional
11 hour of pay at the employee's regular rate of compensation of each meal period that is missed.

12 46. Additionally, Labor Code § 226.7 requires employers, including Defendants, to provide
13 rest period to its non-exempt employees as mandated by Order of the Industrial Welfare
14 Commission.

15 47. The IWC wage order § 4 states, in part, that every employer shall authorize and permit
16 all employees to take rest periods, which insofar as practicable shall be in the middle of each
17 work period. Employees shall receive a 10-minute rest period every four (4) hours or major
18 fraction thereof that they are required to work. Authorized rest period time shall be counted, as
19 hours worked, for which there shall be no deduction from wages.

20 48. Pursuant to Labor Code § 226.7(b) and Section 4 of the applicable wage order,
21 Defendants shall pay Pescasio one additional hour of pay at his regular rate of compensation
22 for each day the rest period is not provided.

23 49. At all relevant times herein, Pescasio was not provided with all mandatory meal and rest
24 periods although Pescasio consistently exceeded eight (8) hours of work per day during the
25 twenty-two (22) day period of employment.

26 50. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC wage order
27 every pay period with respect to Pescasio because he was not provided with all mandatory meal
28

1 and/or rest periods and Defendants failed to pay plaintiff one additional hour of compensation
2 in lieu thereof.

3 51. At all relevant times herein, Defendants failed to pay Pescasio all mandated paid rest
4 breaks and failed to pay wage premiums in lieu of mandated meal or rest periods, thereby
5 receiving an economic benefit.

6 52. By Defendants' failure to provide Pescasio with meal periods and paid rest breaks are
7 required by California law, and failing to pay one (1) hour of additional wages in lieu of each
8 meal period and/or paid rest break not provided, Defendants willfully violated Labor Code
9 sections 226.7 and 512, and IWC Wage Order section 4. Accordingly, Defendants are liable for
10 one hour of additional wages at the employee's regular rate of compensation for each workday
11 that a meal period and/or paid rest break was not lawfully provided in an amount to be proven
12 at trial.

13 53. Also, as a direct result of Defendants' violations, Defendants are liable to Pescasio for
14 penalties, reasonable attorney's fees, costs and interest under Labor Code §§ 218.5, 218.6, and
15 1194, and/or as permitted by law.

16 **SECOND CAUSE OF ACTION**

17 **For Failure to Provide Meal Periods and Paid Rest Breaks**

18 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order § 4]**

19 **(Count Two By Plaintiff Adrian Roup and Against All Defendants)**

20 54. Plaintiff Adrian Roup re-alleges and incorporates by reference, as though fully set forth
21 herein, paragraphs 1 through 53 of this Complaint.

22 55. Roup was employed by Defendants for around twenty-two (22) workdays and has been
23 at all relevant times classified as a non-exempt employee.

24 56. Roup's work for Defendants was not out of the hiring entities usual course of business,
25 was not an independently established trade, Roup was not free from control and direction of
26 Defendants in performing his work. As such, Roup was an employee of Defendants, not an
27 independent contractor. Additionally, workers in the film industry are employees and not
28 independent contractors. *Angelotti v. The Walt Disney Co.*, 192 Cal. App. 4th 1394, 121 Cal.

1 *Rptr. 3d 863 (2011); Johnson v. Berkofsky-Barret Prods., 211 Cal. App. 3d 1067, 260 Cal. Rptr.*
2 *67 (1989); Durae v. Indus. Acci. Com., 206 Cal. App. 2d 691 (1962).*

3 57. Throughout Roup's employment with Defendants, Roup was never provided rest period
4 nor meal periods. Although Complainant consistently exceeded eight (8) hours of work per day
5 during the twenty-two (22) day period of employment.

6 58. Labor Code § 226.7 requires employers, including Defendants, to provide non-exempt
7 employees with meal periods as mandated by the Industrial Welfare Commission.

8 59. Labor Code § 512(a), in part, provides that employers, including Defendants, may not
9 employ an employee for a work period of more than five (5) hours per day without providing
10 an employee the opportunity to take uninterrupted meal period of not less than 30 minutes,
11 except that if the total work period per day of the employee is no more than six (6) hours, the
12 meal period may be waived by mutual consent of both employer and employee. Employers may
13 not employ an employee for a work period more than ten (10) hours day without providing the
14 employee with a second meal period of not less than 30 minutes.

15 60. Pursuant to Labor Code § 226.7(b), employers shall pay an employee one additional
16 hour of pay at the employee's regular rate of compensation of each meal period that is missed.

17 61. Additionally, Labor Code § 226.7 requires employers, including Defendants, to provide
18 rest period to its non-exempt employees as mandated by Order of the Industrial Welfare
19 Commission.

20 62. The IWC wage order § 4 states, in part, that every employer shall authorize and permit
21 all employees to take rest periods, which insofar as practicable shall be in the middle of each
22 work period. Employees shall receive a 10-minute rest period every four (4) hours or major
23 fraction thereof that they are required to work. Authorized rest period time shall be counted, as
24 hours worked, for which there shall be no deduction from wages.

25 63. Pursuant to Labor Code § 226.7(b) and Section 4 of the applicable wage order,
26 Defendants shall pay Roup one additional hour of pay at his regular rate of compensation for
27 each day the rest period is not provided.

28

1 64. At all relevant times herein, Roup was not provided with all mandatory meal and rest
2 periods although Roup consistently exceeded eight (8) hours of work per day during the twenty-
3 two (22) day period of employment.

4 65. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC wage order
5 every pay period with respect to Roup because he was not provided with all mandatory meal
6 and/or rest periods and Defendants failed to pay plaintiff one additional hour of compensation
7 in lieu thereof.

8 66. At all relevant times herein, Defendants failed to pay Roup all mandated paid rest breaks
9 and failed to pay wage premiums in lieu of mandated meal or rest periods, thereby receiving an
10 economic benefit.

11 67. By Defendants' failure to provide Roup with meal periods and paid rest breaks are
12 required by California law, and failing to pay one (1) hour of additional wages in lieu of each
13 meal period and/or paid rest break not provided, Defendants willfully violated Labor Code
14 sections 226.7 and 512, and IWC Wage Order section 4. Accordingly, Defendants are liable for
15 one hour of additional wages at the employee's regular rate of compensation for each workday
16 that a meal period and/or paid rest break was not lawfully provided in an amount to be proven
17 at trial.

18 68. Also, as a direct result of Defendants' violations, Defendants are liable to Roup for
19 penalties, reasonable attorney's fees, costs and interest under Labor Code §§ 218.5, 218.6, and
20 1194, and/or as permitted by law.

21 **THIRD CAUSE OF ACTION**

22 **For Nonpayment of Overtime Compensation**

23 **[Cal. Lab. Code §§ 1194(a) and 510 et seq.]**

24 **(Count One By Plaintiff Michael Pescasio and Against All Defendants)**

25 69. Plaintiff Michael Pescasio re-alleges and incorporates by reference, as though fully set
26 forth herein, paragraphs 1 through 68 of this Complaint.

27 70. Pescasio was employed by Defendants for around twenty-two (22) workdays and has
28 been at all relevant times classified as a non-exempt employee.

1 71. Pescasio's work for Defendants was not out of the hiring entities usual course of
2 business, was not an independently established trade, and Pescasio was not free from control
3 and direction of Defendants in performing his work. As such, Pescasio was an employee of
4 Defendants, not an independent contractor. Additionally, workers in the film industry are
5 employees and not independent contractors. *Angelotti v. The Walt Disney Co.*, 192 Cal. App.
6 4th 1394, 121 Cal. Rptr. 3d 863 (2011); *Johnson v. Berkofsky-Barret Prods.*, 211 Cal. App. 3d
7 1067, 260 Cal. Rptr. 67 (1989); *Durae v. Indus. Acci. Com.*, 206 Cal. App. 2d 691 (1962).

8 72. Labor Code § 1194 provides that employees are entitled to overtime wages and
9 compensation for work performed and provides a private right of action for failure to pay legal
10 overtime compensation for overtime work performed.

11 73. At all relevant times herein and based on the facts set forth herein, Defendants were
12 required to compensate its non-exempt, hourly employees for all overtime hours worked
13 pursuant and in violation of California Labor Code section 1194.

14 74. Defendants failed to pay overtime, including the time off the clock in which Defendants
15 would make Pescasio incur additional hours. Each day during the twenty-two (22) day shoot in
16 Romania, Pescasio worked on average 12-17 hours per day.

17 75. Defendants did not track Pescasio's time spent working, and Defendants had no policy
18 in place to pay Pescasio for the work that he performed in excess of forty (40) hours in a week
19 or eight (8) hours in a day.

20 76. Pescasio is informed and believes, and thereon alleges that Defendants' business
21 practice of requiring overtime work and not paying for said work according to overtime
22 mandates of California law is, and at all times herein mentioned was in violation of California
23 Labor code section 1194 and California IWC wage orders. Defendants' employment policies
24 and practices wrongfully and illegally failed to compensate Pescasio for overtime compensation
25 as required by California law.

26 77. Defendants willfully failed to pay their employee proper compensation for all overtime
27 hours worked. Defendants' willful failure to provide overtime wages due and owing them upon
28 separation from employment results in a continued payment of wages up to thirty (30) days

1 from the time the wages were due. Therefore, Pescasio is entitled to compensation pursuant to
2 Labor Code Section 203.

3 78. Such practice regarding illegal employee compensation as described herein is unlawful
4 and creates an entitlement to recovery by Pescasio in a civil action, for the unpaid balance of
5 the full amount of overtime premiums owing, including interest thereon, penalties, reasonable
6 attorneys' fees, and costs of suit according to Labor Code Section 1194.

7 **FOURTH CAUSE OF ACTION**

8 **For Nonpayment of Overtime Compensation**

9 **[Cal. Lab. Code §§ 1194(a) and 510 et seq.]**

10 **(Count Two By Plaintiff Adrian Roup and Against All Defendants)**

11 79. Plaintiff Adrian Roup re-alleges and incorporates by reference, as though fully set forth
12 herein, paragraphs 1 through 78 of this Complaint.

13 80. Roup was employed by Defendants for around twenty-two (22) workdays and has been
14 at all relevant times classified as a non-exempt employee.

15 81. Roup's work for Defendants was not out of the hiring entities usual course of business,
16 was not an independently established trade, and Roup was not free from control and direction
17 of Defendants in performing his work. As such, Roup was an employee of Defendants, not an
18 independent contractor. Additionally, workers in the film industry are employees and not
19 independent contractors. *Angelotti v. The Walt Disney Co.*, 192 Cal. App. 4th 1394, 121 Cal.
20 Rptr. 3d 863 (2011); *Johnson v. Berkofsky-Barret Prods.*, 211 Cal. App. 3d 1067, 260 Cal. Rptr.
21 67 (1989); *Durae v. Indus. Acci. Com.*, 206 Cal. App. 2d 691 (1962).

22 82. Labor Code § 1194 provides that employees are entitled to overtime wages and
23 compensation for work performed and provides a private right of action for failure to pay legal
24 overtime compensation for overtime work performed.

25 83. At all relevant times herein and based on the facts set forth herein, Defendants were
26 required to compensate its non-exempt, hourly employees for all overtime hours worked
27 pursuant and in violation of California Labor Code section 1194.
28

1 84. Defendants failed to pay overtime, including the time off the clock in which Defendants
2 would make Roup incur additional hours. Each day during the twenty-two (22) day shoot in
3 Romania, Roup worked on average 13-15 hours per day.

4 85. Defendants did not track Roup's time spent working, and Defendants had no policy in
5 place to pay Roup for the work that he performed in excess of forty (40) hours in a week or
6 eight (8) hours in a day.

7 86. Roup is informed and believes, and thereon alleges that Defendants' business practice
8 of requiring overtime work and not paying for said work according to overtime mandates of
9 California law is, and at all times herein mentioned was in violation of California Labor code
10 section 1194 and California IWC wage orders. Defendants' employment policies and practices
11 wrongfully and illegally failed to compensate Roup for overtime compensation as required by
12 California law.

13 87. Defendants willfully failed to pay their employee proper compensation for all overtime
14 hours worked. Defendants' willful failure to provide overtime wages due and owing them upon
15 separation from employment results in a continued payment of wages up to thirty (30) days
16 from the time the wages were due. Therefore, Roup is entitled to compensation pursuant to
17 Labor Code Section 203.

18 88. Such practice regarding illegal employee compensation as described herein is unlawful
19 and creates an entitlement to recovery by Plaintiff Roup in a civil action, for the unpaid balance
20 of the full amount of overtime premiums owing, including interest thereon, penalties,
21 reasonable attorneys' fees, and costs of suit according to Labor Code Section 1194.

22 **FIFTH CAUSE OF ACTION**

23 **For Failure to Provide Accurate Itemized Wage Statements and Paystubs**

24 **[Cal. Lab. Code § 226]**

25 **(Count One By Plaintiff Michael Pescasio and Against All Defendants)**

26 89. Plaintiff Michael Pescasio re-alleges and incorporates by reference, as though fully set
27 forth herein, paragraphs 1 through 88 of this Complaint.
28

1 90. Pescasio's work for Defendants was not out of the hiring entities usual course of
2 business, was not an independently established trade, and Pescasio was not free from control
3 and direction of Defendants in performing his work. As such, Pescasio was an employee of
4 Defendants, not an independent contractor. Additionally, workers in the film industry are
5 employees and not independent contractors. *Angelotti v. The Walt Disney Co.*, 192 Cal. App.
6 4th 1394, 121 Cal. Rptr. 3d 863 (2011); *Johnson v. Berkofsky-Barret Prods.*, 211 Cal. App. 3d
7 1067, 260 Cal. Rptr. 67 (1989); *Durae v. Indus. Acci. Com.*, 206 Cal. App. 2d 691 (1962).

8 91. Pescasio was an employee of Defendants who did not receive proper protections and
9 benefits of the laws governing the provision of accurate itemized wage statements.

10 92. Labor Code § 226(a) requires that employers furnish employees with written itemized
11 wage statements, semimonthly or at the time of each payment of wages, that show the gross
12 wages earned, total hours worked, the number of piece-rate units earned and any applicable
13 piece rate, all deductions, net wages earned, the inclusive dates of the period for which the
14 employee is paid, the name of the employee and the portion of his or her social security number
15 as required by law, the legal name and address of the legal entity that is the employer, and all
16 applicable hourly rates in effect during the pay period and the corresponding number of hours
17 worked at each hourly rate by the employee.

18 93. Defendants violated Labor Code § 226(a) every pay period with respect to Pescasio
19 because Defendants failed to provide a wage statement to Defendants that complied with the
20 requirements of Labor Code § 226(a).

21 94. As a result of Defendants' knowing and intentional failure to comply with Labor Code
22 § 226(a), Pescasio has suffered an injury in that he was prevented from knowing, understanding
23 and disputing the wage payments paid to him. Furthermore, Pescasio has suffered an injury in
24 that the failure to show all wages earned on the itemized wage statements resulted in being
25 denied all necessary deductions, payments, and withholdings owed by the employer, including,
26 but not limited to, the failure to make all necessary contributions for unemployment benefits,
27 social security benefits, proper payment of taxes and withholdings, and other mandated state
28 and federal benefits.

1 95. Labor Code § 226(e) requires Defendants to pay the greater of all actual damages or
2 fifty dollars (\$50.00) per employee for the initial pay period in which a violation occurred, and
3 one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus
4 attorney's fees and costs to Pescasio who was injured by Defendants' failure to comply with
5 Labor Code § 226(a). The exact amount of the applicable penalty is all in an amount to be shown
6 according to proof at trial, but no less than \$150.00.

7 **SIXTH CAUSE OF ACTION**

8 **For Failure to Provide Accurate Itemized Wage Statements and Paystubs**

9 **[Cal. Lab. Code § 226]**

10 **(Count Two By Plaintiff Adrian Roup and Against All Defendants)**

11 96. Plaintiff Adrian Roup re-alleges and incorporates by reference, as though fully set forth
12 herein, paragraphs 1 through 95 of this Complaint.

13 97. Roup's work for Defendants was not out of the hiring entities usual course of business,
14 was not an independently established trade, and Roup was not free from control and direction
15 of Defendants in performing his work. As such, Roup was an employee of Defendants, not an
16 independent contractor. Additionally, workers in the film industry are employees and not
17 independent contractors. *Angelotti v. The Walt Disney Co.*, 192 Cal. App. 4th 1394, 121 Cal.
18 *Rptr. 3d 863 (2011)*; *Johnson v. Berkofsky-Barret Prods.*, 211 Cal. App. 3d 1067, 260 Cal. *Rptr.*
19 *67 (1989)*; *Durae v. Indus. Acci. Com.*, 206 Cal. App. 2d 691 (1962).

20 98. Roup was an employee of Defendants who did not receive proper protections and
21 benefits of the laws governing the provision of accurate itemized wage statements.

22 99. Labor Code § 226(a) requires that employers furnish employees with written itemized
23 wage statements, semimonthly or at the time of each payment of wages, that show the gross
24 wages earned, total hours worked, the number of piece-rate units earned and any applicable
25 piece rate, all deductions, net wages earned, the inclusive dates of the period for which the
26 employee is paid, the name of the employee and the portion of his or her social security number
27 as required by law, the legal name and address of the legal entity that is the employer, and all
28

1 applicable hourly rates in effect during the pay period and the corresponding number of hours
2 worked at each hourly rate by the employee.

3 100. Defendants violated Labor Code § 226(a) every pay period with respect to Roup because
4 Defendants failed to provide a wage statement to Defendants that complied with the
5 requirements of Labor Code § 226(a).

6 101. As a result of Defendants' knowing and intentional failure to comply with Labor Code
7 § 226(a), Roup has suffered an injury in that he was prevented from knowing, understanding
8 and disputing the wage payments paid to him. Furthermore, Roup has suffered an injury in that
9 the failure to show all wages earned on the itemized wage statements resulted in being denied
10 all necessary deductions, payments, and withholdings owed by the employer, including, but not
11 limited to, the failure to make all necessary contributions for unemployment benefits, social
12 security benefits, proper payment of taxes and withholdings, and other mandated state and
13 federal benefits.

14 102. Labor Code § 226(e) requires Defendants to pay the greater of all actual damages or
15 fifty dollars (\$50.00) per employee for the initial pay period in which a violation occurred, and
16 one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus
17 attorney's fees and costs to Roup who was injured by Defendants' failure to comply with Labor
18 Code § 226(a). The exact amount of the applicable penalty is all in an amount to be shown
19 according to proof at trial, but no less than \$150.00.

20 **SEVENTH CAUSE OF ACTION**

21 **For Failure to Pay Wages When Due**

22 **[Cal. Lab. Code §§ 202 and 203]**

23 **(By Plaintiffs Michael Pescasio and Adrian Roup and Against All Defendants)**

24 103. Plaintiffs Michael Pescasio and Adrian Roup re-alleges and incorporates by reference,
25 as though fully set forth herein, paragraphs 1 through 102 of this Complaint.

26 104. Cal Lab. Code § 203 provides:

27 If an employer willfully fails to pay, without abatement or reduction, in accordance
28 with Sections 201, 201.5, 202, and 205.5, any wages of an employee shall continue

1 as a penalty from the due date thereof at the same rate until paid or until an action
2 therefor is commenced; but the wages shall not continue for more than 30 days.

3 105. The term “wages” includes all amounts for labor performed by an employee, whether
4 the amount is calculated by time, task, piece, commission, or some other method.

5 106. Plaintiffs Pescasio and Roup were employed by Defendants for around twenty-two (22)
6 workdays and has been at all relevant times classified as a non-exempt employee.

7 107. Plaintiffs Pescasio and Roup’s work for Defendants was not out of the hiring entities
8 usual course of business, was not an independently established trade, and Pescasio was not free
9 from control and direction of Defendants in performing his work. As such, Pescasio and Roup
10 were employees of Defendants, not independent contractors. Additionally, workers in the film
11 industry are employees and not independent contractors. *Angelotti v. The Walt Disney Co.*, 192
12 *Cal. App. 4th 1394*, 121 *Cal. Rptr. 3d 863* (2011); *Johnson v. Berkofsky-Barret Prods.*, 211 *Cal.*
13 *App. 3d 1067*, 260 *Cal. Rptr. 67* (1989); *Durae v. Indus. Acci. Com.*, 206 *Cal. App. 2d 691*
14 (1962).

15 108. To date, Pescasio and Roup have not received their paychecks for work done for
16 Defendants. Labor Code § 202 requires that the employer pay any and all wages, without
17 abatement or reduction, to any employee within 72 hours. However, at all relevant times here,
18 Defendants did not provide Pescasio with all wages due and owing, including, but not limited
19 to, regular wages, bonuses, commissions, minimum wages, and wage premiums, among others,
20 within the time specified by Labor Code §§ 202-203.

21 109. Throughout Pescasio and Roup’s employment with Defendants, Pescasio and Roup
22 were not paid all wages due, as evidenced first by Defendants’ failure to enact a proficient
23 workweek schedule. Pescasio was not paid for all hours worked and was not paid overtime
24 compensation. These wages are still unpaid, due, and owed to Pescasio and Roup from the
25 Defendants, by virtue of Defendants’ failure to pay these wages when due.

26 110. Labor Code §§ 202-203 cause the unpaid wages of the employee to continue as a penalty
27 from the due date thereof at the same rate until paid or until an action therefore is commenced,
28 but the wages shall not continue for more than thirty (30) days.

1 111. Pescasio and Roup allege that, at all times material to this action, Defendants willfully
2 failed to timely pay Pescasio and Roup all wages due and owing upon separation of employment
3 as required by Labor Code §§ 202 and 203. Consequently, pursuant to Labor Code § 203,
4 Defendants owe Pescasio the above-described wages that were not paid to Pescasio and Roup.

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7 **EIGHTH CAUSE OF ACTION**

8 **Nonpayment of Minimum Wage**

9 **[Labor Code § 1194]**

10 **(By Plaintiffs Michael Pescasio and Adrian Roup and Against All Defendants)**

11 112. Plaintiffs Michael Pescasio and Adrian Roup re-alleges and incorporates by reference,
12 as though fully set forth herein, paragraphs 1 through 111 of this Complaint.

13 113. Pescasio and Roup were employed by Defendants for around twenty-two (22) workdays
14 and have been at all relevant times classified as a non-exempt employee.

15 114. Pescasio and Roup's work for Defendants was not out of the hiring entities usual course
16 of business, was not an independently established trade, and Pescasio and Roup were not free
17 from control and direction of Defendants in performing his work. As such, Pescasio and Roup
18 were employees of Defendants, not independent contractors. Additionally, workers in the film
19 industry are employees and not independent contractors. *Angelotti v. The Walt Disney Co.*, 192
20 *Cal. App. 4th 1394*, 121 *Cal. Rptr. 3d 863* (2011); *Johnson v. Berkofsky-Barret Prods.*, 211 *Cal.*
21 *App. 3d 1067*, 260 *Cal. Rptr. 67* (1989); *Durae v. Indus. Acci. Com.*, 206 *Cal. App. 2d 691*
22 (1962).

23 115. Pescasio and Roup were not exempt from the requirement to be paid at least the
24 applicable California minimum wage throughout the statutory period for each hour worked.

25 116. Defendants failed to pay overtime, including the time off the clock in which Defendants
26 would make Pescasio and Roup incur additional hours. Each day during the twenty-two (22)
27 day shoot in Romania, Pescasio worked on average 12-17 hours per day, and Roup worked on
28 average 13-15 hours per day.

1 117. Pursuant to California law, compliance with the minimum wage law is determined by
2 analyzing the compensation paid for each hour worked; averaging hourly compensation is not
3 permitted under California law. (*Sheppard v. North Orange County Regional Occupational*
4 *Program (2010) 191 Cal.App.4th 289, 297, fn. 5*). Pescasio and Roup were not paid for each
5 and every hour that they worked, and they were instead paid an arbitrary amount by Defendants.

6 118. Consequently, Defendants violated California Labor Code laws and minimum wage
7 laws, inter alia, Labor Code §§ 200, 221, 222, 223, 1194, 1194.2, 1197, and applicable IWC
8 Wage Order.

9 119. Pescasio and Roup are informed and believe, and thereon allege that Defendants
10 intentionally, willfully, and improperly failed to pay wages to them for each hour worked in
11 violation of Labor Code §§ 221-223, 1194, and 1197.

12 120. Defendants' conduct was willful, as Defendants knew that Pescasio and Roup were
13 entitled to be paid wages throughout the statutory period for each hour worked, yet Defendants
14 chose not to pay them in accordance thereto.

15 121. Pescasio seeks recovery of all unpaid wages, including unpaid wages, liquidated
16 damages, penalties, interest, attorneys' fees and costs of suit, pursuant to Labor Code §§ 1194
17 and 1194.2, against Defendants in an amount to be proven at trial, but no less than \$3,192.00.

18 122. Pescasio seeks recovery of all unpaid wages, including unpaid wages, liquidated
19 damages, penalties, interest, attorneys' fees and costs of suit, pursuant to Labor Code §§ 1194
20 and 1194.2, against Defendants in an amount to be proven at trial, but no less than \$3,192.00.

21 123. Roup seeks recovery of all unpaid wages, including unpaid wages, liquidated damages,
22 penalties, interest, attorneys' fees and costs of suit, pursuant to Labor Code §§ 1194 and 1194.2,
23 against Defendants in an amount to be proven at trial, but no less than \$3,192.00.

24 **NINTH CAUSE OF ACTION**

25 **Failure to Reimburse All Expenses**

26 **[Labor Code § 2802]**

27 **(Count One By Plaintiff Michael Pescasio and Against All Defendants)**

1 124. Plaintiff Michael Pescasio re-alleges and incorporates by reference, as though fully set
2 forth herein, paragraphs 1 through 123 of this Complaint.

3 125. Cal. Lab. Code § 2802 provides, in relevant part, that:

4 An employer shall indemnify his or her employee for all necessary expenditures
5 or losses incurred by the employee in direct consequence of the discharge of his or
6 her duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them
to be unlawful.

7 126. Defendants violated Cal. Lab. Code § 2802 by failing to indemnify and reimburse
8 Pescasio for required expenses incurred in discharge of his job duties or direct consequence of
9 his obedience to the directions of Defendants. Specifically, Defendants failed to reimburse
10 Pescasio for expenses, which included, but were not limited to, costs related to traveling to and
11 from the airport on behalf of and for the benefit of Defendants. Defendants uniform policy,
12 practice, and procedure was to not reimburse Pescasio for expenses resulting from traveling to
13 and from the airport for Defendants within the course and scope of his employment for
14 Defendants. These expenses were necessary to complete his principal job duties, specifically
15 Defendants required Pescasio to make his own travel accommodations to and from the airport
16 and then failed to reimburse him for these expenses.

17 127. Pescasio seeks recovery for expenditures or losses incurred by him in the discharge of
18 his job duties for Defendants, or his obedience to the directions of Defendants for an amount to
19 be proven at trial, but in an amount no less than \$65.00.

20 **TENTH CAUSE OF ACTION**

21 **Failure to Reimburse All Expenses**

22 **[Labor Code § 2802]**

23 **(Count Two By Plaintiff Adrian Roup and Against All Defendants)**

24 128. Plaintiff Adrian Roup re-alleges and incorporates by reference, as though fully set forth
25 herein, paragraphs 1 through 127 of this Complaint.

26 129. Cal. Lab. Code § 2802 provides, in relevant part, that:
27
28

1 An employer shall indemnify his or her employee for all necessary expenditures
2 or losses incurred by the employee in direct consequence of the discharge of his or
3 her duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them
to be unlawful.

4 130. Defendants violated Cal. Lab. Code § 2802 by failing to indemnify and reimburse Roup
5 for required expenses incurred in discharge of his job duties or direct consequence of his
6 obedience to the directions of Defendants. Specifically, Defendants failed to reimburse Roup for
7 expenses, which included, but were not limited to, costs related to traveling to and from the
8 airport on behalf of and for the benefit of Defendants. Defendants uniform policy, practice, and
9 procedure was to not reimburse Roup for expenses resulting from traveling to and from the
10 airport for Defendants within the course and scope of his employment for Defendants. These
11 expenses were necessary to complete his principal job duties, specifically Defendants required
12 Roup to make his own travel accommodations to and from the airport and then failed to
13 reimburse him for these expenses.

14 131. Plaintiff Roup seeks recovery for expenditures or losses incurred by him in the discharge
15 of his job duties for Defendants, or his obedience to the directions of Defendants for an amount
16 to be proven at trial, but in an amount no less than \$1,929.64.

17 **ELEVENTH CAUSE OF ACTION**

18 **For Breach of Oral Contract**

19 **(Count One By Plaintiff Michael Pescasio and Against All Defendants)**

20 132. Plaintiff Michael Pescasio re-alleges and incorporates by reference, as though fully set
21 forth herein, paragraphs 1 through 131 of this Complaint.

22 133. On or around July 11, 2019, Pescasio entered into an oral employment agreement with
23 Defendants, whereby Pescasio agreed to work on a two (2) to three (3) week shoot in
24 Romania for a discounted rate of \$500.00 per day. Further, Defendants agreed to rent camera
25 equipment for the film from Pescasio totaling \$25,380.00 for the twenty-two (22) day period.

26 134. Pescasio has performed all duties, obligations, responsibilities, covenants, conditions,
27 and promises on his part to be performed under the terms of the oral employment agreement,
28

1 except those which have been excused, prevented, waived, or otherwise released by the
2 actions of Defendants.

3 135. Defendants have continuously breached the oral employment agreement by failing and
4 refusing to perform the conditions of the employment agreement with Pescasio in that
5 Defendants have remitted only \$5,000 payment.

6 136. As a direct and proximate result of the intentional material breaches by Defendants of
7 the terms of the oral employment agreement, Pescasio has suffered damages in an amount to
8 be proven at trial, but in an amount no less than \$36,380.00.

9 **TWELFTH CAUSE OF ACTION**

10 **For Breach of Oral Contract**

11 **(Count Two By Plaintiff Adrian Roup and Against All Defendants)**

12 137. Plaintiff Adrian Roup re-alleges and incorporates by reference, as though fully set forth
13 herein, paragraphs 1 through 136 of this Complaint.

14 138. On or around July 2019, Roup entered into an oral employment agreement with
15 Defendants, whereby Roup agreed to work on a two (2) to three (3) week shoot in Romania for
16 a discounted rate of \$60.00 per hour. Further, Roup and Defendants agreed to rent camera
17 equipment for the film totaling \$5,067.00 for the twenty-two (22) day period.

18 139. Roup has performed all duties, obligations, responsibilities, covenants, conditions, and
19 promises on his part to be performed under the terms of the oral employment agreement, except
20 those which have been excused, prevented, waived, or otherwise released by the actions of
21 Defendants.

22 140. Defendants have continuously breached the oral employment agreement by failing and
23 refusing to perform the conditions of the employment agreement with Roup in that Defendants
24 have remitted only \$4,000 payment.

25 141. As a direct and proximate result of the intentional material breaches by Defendants of
26 the terms of the oral employment agreement, Roup has suffered damages in an amount to be
27 proven at trial, but in an amount no less than \$22,227.00.

28 **THIRTEENTH CAUSE OF ACTION**

For Intentional Misrepresentation

(Count One By Plaintiff Michael Pescasio and Against All Defendants)

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2
3 142.Plaintiff Michael re-alleges and incorporates by reference, as though fully set forth
4 herein, paragraphs 1 through 141 of this Complaint.

5 143.Pescasio is informed and believes and thereon alleges that when Defendants agreed to
6 pay Pescasio for his work on the documentary in Romania, that Defendants had no intention of
7 paying this amount and planned to give Pescasio a lump-sum payment less than the total amount
8 of payments so as to escape paying Pescasio what was originally promised.

9 144.On July 11, 2019, Pescasio entered into an oral employment agreement with Defendants,
10 whereby Defendants made promises to Pescasio that they would be paid a discounted rate of
11 \$500.00 per day for work on a two (2) to three (3) week shoot in Romania. Further, Defendants
12 promised Pescasio that they would cover the cost to rent camera equipment for the film totaling
13 \$25,380.00 for the twenty-two (22) day period.

14 145.On September 19, 2019, Defendants paid Pescasio a single lump-sum payment of
15 \$5,000 for all of Pescasio expenses and hours worked on the documentary as opposed to
16 previously agreed upon amount of \$500.00 per day.

17 146.Defendants intentionally deceived Pescasio by originally promising to pay \$500.00 per
18 day for Pescasio's work on the documentary, when in reality they did not intend to pay Pescasio
19 more than a pre-set amount.

20 147.Defendants made promises regarding the per diem payment for the purposes of inducing
21 the Pescasio to rely on their promises and work on the documentary for let than the agreed upon
22 rate.

23 148.Pescasio were unaware of Defendants intention of not paying the agreed upon amount
24 of \$500.00 per day.

25 149.Pescasio acted in justifiable reliance on Defendants promises and at the time the false
26 representations were made by Defendants, Pescasio was ignorant to the falsity of their claims
27 and believed the representations to be true.
28

1 150. As a proximate result of Defendants intentional misrepresentation, Pescasio has suffered
2 damages in the amount of to be proven at trial, but in an amount no less than \$22,227.00.

3 **FOURTEENTH CAUSE OF ACTION**

4 **For Intentional Misrepresentation**

5 **(Count Two By Plaintiff Adrian Roup and Against All Defendants)**

6 151. Plaintiff Adrian Roup re-alleges and incorporates by reference, as though fully set forth
7 herein, paragraphs 1 through 150 of this Complaint.

8 152. Roup is informed and believes and thereon alleges that when Defendants agreed to pay
9 Roup for his work on the documentary in Romania, that Defendants had no intention of paying
10 this amount and planned to give Roup a lump-sum payment less than the total amount of payments
11 so as to escape paying Roup what was originally promised.

12 153. On July 11, 2019, Roup entered into an oral employment agreement with Defendants,
13 whereby Defendants made promises to Roup that he would be paid a discounted rate of \$60.00
14 per hour for work on a two (2) to three (3) week shoot in Romania. Further, Defendants promised
15 Roup that they would cover the cost to rent camera equipment for the film totaling \$5,067.00 for
16 the twenty-two (22) day period.

17 154. On August 19, 2019, Defendants paid Roup a single lump-sum payment of \$4,000 for all
18 of Roup expenses and hours worked on the documentary as opposed to previously agreed upon
19 amount of \$60.00 per day.

20 155. Defendants intentionally deceived Roup by promising to pay \$60.00 per hour for Roup's
21 work on the documentary, plus the costs for renting the camera equipment, when in reality they
22 did not intend to pay Roup that amount.

23 156. In addition, Defendants represented to Roup that the movie was an autobiographical
24 documentary in order to induce Roup into agreeing to work on the film. In reality, the movie was
25 always intended to be a religious documentary that Roup never would have agreed to work on.
26 Defendants intentionally misrepresented the nature of the film to Roup in order to induce Roup
27 to agree to work on the movie.
28

1 157. Defendants represented to Roup that the film would take two (2) to three (3) weeks
2 maximum to film. In reality, Defendants knew the movie would take longer than that time to film.
3 Defendants intentionally misrepresented the length of the shoot to Roup in order to induce Roup
4 to agree to work on the film.

5 158. Defendants made promises regarding the payment, nature, and logistics of the work for
6 the purposes of inducing the Roup to rely on their promises and to work on the documentary for
7 let than the agreed upon rate.

8 159. Roup was unaware of Defendants intention to not pay the agreed amount. Roup was
9 further unaware of the true nature of the film, and the true length of the shoot.

10 160. Roup acted in justifiable reliance on Defendants promises and at the time the false
11 representations were made by Defendants, Roup was ignorant to the falsity of their claims and
12 believed the representations to be true.

13 161. As a proximate result of Defendants intentional misrepresentation, Roup has suffered
14 damages in the amount of to be proven at trial, but in an amount no less than \$22,227.00.

15 **FIFTEENTH CAUSE OF ACTION**

16 **For Negligent Misrepresentation**

17 **(By Plaintiff Adrian Roup and Against All Defendants)**

18 162. Plaintiff Adrian Roup re-alleges and incorporates by reference, as though fully set forth
19 herein, paragraphs 1 through 161 of this Complaint.

20 163. Roup is informed and believes and thereon alleges that when Defendants agreed to pay
21 Roup for his work on the documentary in Romania, that Defendants had no intention of paying
22 this amount and planned to give Roup a lump-sum payment less than the total amount of payments
23 so as to escape paying Roup what was originally promised.

24 164. On July 11, 2019, Roup entered into an oral employment agreement with Defendants,
25 whereby Defendants made negligently misrepresented to Roup that he would be paid a discounted
26 rate of \$60.00 per hour for work on a two (2) to three (3) week shoot in Romania. Further,
27 Defendants promised Roup that they would cover the cost to rent camera equipment for the film
28 totaling \$5,067.00 for the twenty-two (22) day period.

1 165. On August 19, 2019, Defendants paid Roup a single lump-sum payment of \$4,000 for all
2 of Roup expenses and hours worked on the documentary as opposed to previously agreed upon
3 amount of \$60.00 per day.

4 166. Defendants intentionally deceived Roup by negligently misrepresenting to pay \$60.00 per
5 hour for Roup's work on the documentary, plus the costs for renting the camera equipment, when
6 in reality they did not intend to pay Roup that amount.

7 167. In addition, Defendants negligently misrepresented to Roup that the movie was an
8 autobiographical documentary in order to induce Roup into agreeing to work on the film. In
9 reality, the movie was always intended to be a religious documentary that Roup never would have
10 agreed to work on. Defendants intentionally misrepresented the nature of the film to Roup in order
11 to induce Roup to agree to work on the movie.

12 168. Defendants negligently misrepresented to Roup that the film would take two (2) to three
13 (3) weeks maximum to film. In reality, Defendants knew the movie would take longer than that
14 time to film. Defendants intentionally misrepresented the length of the shoot to Roup in order to
15 induce Roup to agree to work on the film.

16 169. Defendants made promises regarding the payment, nature, and logistics of the work for
17 the purposes of inducing the Roup to rely on their promises and to work on the documentary for
18 let than the agreed upon rate.

19 170. Roup was unaware of Defendants intention to not pay the agreed amount. Roup was
20 further unaware of the true nature of the film, and the true length of the shoot.

21 171. Roup acted in justifiable reliance on Defendants promises and at the time the false
22 representations were made by Defendants, Roup was ignorant to the falsity of their claims and
23 believed the representations to be true.

24 172. As a proximate result of Defendants intentional misrepresentation, Roup has suffered
25 damages in the amount of to be proven at trial, but in an amount no less than \$22,227.00.

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SIXTEENTH CAUSE OF ACTION

For Negligent Infliction of Emotional Distress

(By Plaintiff Adrian Roup and Against All Defendants)

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4 173. Plaintiff Adrian Roup re-alleges and incorporates by reference, as though fully set forth
5 herein, paragraphs 1 through 172 of this Complaint.

6 174. Roup was employed by Defendants for the purpose of shooting a documentary in
7 Romania. Roup was employed for around twenty-two (22) workdays by Defendants.

8 175. For each day during the twenty-two (22) day shoot in Romania, Roup worked on average
9 13-15 hours per day. Defendants were completely in charge of each day's schedule and did not
10 provide Roup with any rest breaks or meal breaks. Defendants lack of a consistent work week
11 schedule made the work environment hectic and stressful for employees.

12 176. In addition to the stressful work hours, the working conditions Roup was subjected to
13 were extremely poor. Roup was forced to sleep on floors and couches after long days, and was
14 often required to shoot dangerous scenes on live roads and railroads without any form of safety
15 precautions.

16 177. For example, Roup was forced to operate cameras while hanging outside of moving
17 vehicles without prior warning or any kind of safety equipment; was forced to film inside
18 moving vehicles on freeways for multiple hours without safety equipment or prior warning or
19 notice; was forced to operate cameras on live construction sites and train stations without safety
20 equipment or permits.

21 178. Defendant JJ Rogers even stated in an email to Defendant Elena Bueca that she should
22 be careful not to "kill the crew" due to the conditions.

23 179. Defendants willfully and deliberately endangered Roup by putting Roup in these
24 extremely dangerous situations without any advanced notice, warning, permits, or safety
25 equipment.

26 180. Additionally, Defendants only booked Roup a one-way ticket to Romania, which did
27 not give Roup any formal end date for his employment with Defendants.
28

1 181.As such, Roup had no way of leaving when he became aware of the dangerous and
2 objectionable working conditions.

3 182.As a result of Defendants' negligent conduct, and the dangerous working conditions Roup
4 was subjected to, Roup suffered emotional distress in the form of suffering, anguish, nervousness,
5 worry, shock, and anxiety.

6 183.Roup has suffered damages in an amount to be proven at trial due to the emotional distress
7 suffered as a result of Defendants' negligent conduct.

8 **SEVENTEENTH CAUSE OF ACTION**

9 **Unlawful and Unfair Business Practices Under**
10 **California Business and Professions Code § 17200 *et seq.***

11 **(By All Plaintiffs and Against All Defendants)**

12 184.Plaintiffs re-allege and incorporate by reference, as though fully set forth herein,
13 paragraphs 1 through 183 of this Complaint.

14 185.At all times relevant to this Complaint, the Business & Professions Code § 17200
15 ("Section 17200") was in full force and effect and binding on the Defendant. Section 17200
16 defines unfair competition to include any "unlawful," "unfair," or "fraudulent" business act or
17 practice.

18 186. It is a violation of Section 17200 for a business to retain funds which it is obligated to pay
19 as compensation to employees or agents for labor performed for the benefit of that business.

20 187. As set forth above, Plaintiffs provided services to Defendants for which the parties agreed
21 Plaintiffs would be compensated.

22 188.Defendants benefited from Plaintiffs services but has failed to provide compensation for
23 those services, and instead has retained the funds for its own benefit.

24 189.Defendants' conduct, as described above, constitutes an "unfair" business practice, as well
25 as an "unlawful" business practice in that it was in breach of their agreements and/or it violates
26 Labor Code § 200 *et seq.* regarding the timely payment of wages.

27 190.As a result of Defendants' conduct, Plaintiffs have incurred injury in fact in the form of
28 lost money.

1 191. As a direct, foreseeable, and proximate result of the aforementioned acts and omissions,
2 Defendants have been unjustly enriched as a result of unfair business practices.

3 **EIGHTEENTH CAUSE OF ACTION**

4 **Waiting-Time Penalties for Nonpayment of Wages**

5 **[Cal. Lab. Code §§ 201-204, 218]**

6 **(By Plaintiffs Michael Pescasio and Adrian Roup and Against All Defendants)**

7 192. Plaintiffs Michael Pescasio and Adrian Roup re-allege and incorporate by reference, as
8 though fully set forth herein, paragraphs 1 through 191 of this Complaint.

9 193. Pescasio and Roup were employed by Defendants for around twenty-two (22) workdays
10 and have been at all relevant times classified as non-exempt employees.

11 194. Pescasio and Roup's work for Defendants was not out of the hiring entities usual course
12 of business, was not an independently established trade, and Pescasio and Roup were not free
13 from control and direction of Defendants in performing his work. As such, Pescasio and Roup
14 were employees of Defendants, not independent contractors. Additionally, workers in the film
15 industry are employees and not independent contractors. *Angelotti v. The Walt Disney Co.*, 192
16 *Cal. App. 4th 1394*, 121 *Cal. Rptr. 3d 863* (2011); *Johnson v. Berkofsky-Barret Prods.*, 211 *Cal.*
17 *App. 3d 1067*, 260 *Cal. Rptr. 67* (1989); *Durae v. Indus. Acci. Com.*, 206 *Cal. App. 2d 691* (1962).

18 195. Pescasio and Roup were employees of Defendants who did not receive proper protections
19 and benefits of the laws governing the provision of accurate itemized wage statements.

20 196. Labor Code § 202 requires that the employer pay all wages earned and unpaid, without
21 abatement or reduction, no later than 72 hours of receiving an employee's notice of intent to quit
22 or immediately at the time of quitting if at least a 72-hour notice was provided.

23 197. Labor Code §§ 202 and 203 cause the unpaid wages of the employee to continue as a
24 penalty from the due date thereof at the same rate until paid or until an action therefore is
25 commenced, but the wages shall not continue for more than thirty (30) days.

26 198. At all relevant times here, Defendants did not provide Pescasio and Roup with all wages
27 due and owing, including, but not limited to, regular wages, minimum wages, and wage
28 premiums, among others, within the time specified by Labor Code §§ 202 – 203.

1 199. Pescasio and Roup allege that, at all times material to this action, Defendants had a planned
2 pattern and practice of failing to timely pay Pescasio and Roup all wages due and owing upon
3 separation of employment as required by Labor Code § 202. Consequently, pursuant to Labor
4 Code § 203, Defendants owe Pescasio and Roup the waiting time penalty in an amount to be
5 shown according to proof at trial and within the jurisdiction of this Court.

6
7 **PRAYER FOR RELIEF**

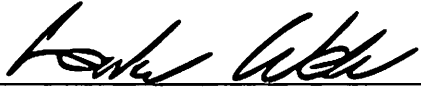
8 WHEREFORE, Plaintiffs pray for judgment and relief against Defendants as follows:

- 9 1. For damages no less than \$494,676.84;
 - 10 2. For all rest break wages owed, and for waiting time wages according to proof pursuant
11 to California Labor Code § 203;
 - 12 3. For all minimum and overtime wages owed;
 - 13 4. For the unpaid balance of the full amount of damages owed according to proof;
 - 14 5. For all wages unlawfully deducted according to proof;
 - 15 6. Waiting time penalties and all other applicable penalties;
 - 16 7. Maximum penalties for misclassification under Labor Code 226.8;
 - 17 8. All funds unlawfully acquired by Defendants by means of any acts or practices declared
18 by this Court;
 - 19 9. For penalties pursuant to statutes set forth in California Labor Code §§ 201 – 204, 221,
20 222, 223, 226, 226.3, 226.4, 226.7, 450 511, 512, 558, 1193.6, 1194.42, 1194.5, 1197.1,
21 and other sections inadvertently omitted;
 - 22 10. For liquidated damages;
 - 23 11. For prejudgment and post judgment interest;
 - 24 12. For costs and attorneys' fees; and
 - 25 13. For such other relief as the Court deems just and proper.
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Date: January 18, 2021

WEBB LAW GROUP, APC

By: 

LENDEN F. WEBB
CHRISTIAN B. CLARK
Attorney for Plaintiffs
Michael Pescasio and Adrian Roup

21BBCV00061

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY <i>(Name, State Bar number, and address):</i> Lenden F. Webb SBN: 236377 WEBB LAW GROUP 466 W. Fallbrook Ave., Fresno, CA 93711 TELEPHONE NO.:(559) 431-4888 FAX NO.:(559) 821-4500 ATTORNEY FOR <i>(Name):</i> Michael Pescasio	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 300 East Olive MAILING ADDRESS: 300 East Olive CITY AND ZIP CODE: Burbank, CA 91502 BRANCH NAME: <u>Burbank Courthouse</u>	
CASE NAME: Michael Pescasio, et al. V. El Liel, LLC., 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: 21BBCV00061
	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): Eighteen (18)
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 20, 2021

Lenden F. Webb
(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

**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)

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.
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).

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

SHORT TITLE: Michael Pescasio, et al. v. El Liel, LLC., et al.

CASE NUMBER

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

**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

SHORT TITLE: Michael Pescasio, et al. v. El Liel, LLC., et al.

CASE NUMBER

	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 <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 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 With Damages	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment With Damages	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case With Damages	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

**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

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

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input 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: 4329 Colfax Ave Apt 200
CITY: Studio City	STATE: CA	ZIP CODE: 91604

Step 5: Certification of Assignment: I certify that this case is properly filed in the _____ North 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: 1/20/2021



 (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.

1 Lenden F. Webb (SBN 236377)
2 Christian B. Clark (SBN 330380)
3 **WEBB LAW GROUP, APC**
4 10509 Vista Sorrento Parkway, Suite 450
5 San Diego, Ca 92121
6 Telephone: (619) 399-7700
7 Facsimile: 619.819.8400
8 E-mail: LWebb@WebbLawGroup.com
9 E-mail: CClark@WebbLawGroup.com

10 Attorney for Plaintiff, Michael Pescasio, an individual; and Adrian Roup, an individual

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES**

13 MICHAEL PESCASIO, an individual; and
14 ADRIAN ROUP, an individual,

15 Plaintiff,

16 v.

17 EL LIEL, LLC, a California Limited
18 Liability
19 Company; CRANKY PANTS
20 PRODUCTIONS, LLC, California Limited
21 Liability Company; XVIII
22 ENTERTAINMENT LLC, California
23 Limited Liability Company;
24 ELENA BUECA, an individual;
25 JJ ROGERS, an individual;
26 and DOES 1 through 50, inclusive,

27 Defendants.

28) Case No. 21BBCV00061

) **NOTICE OF CASE MANAGEMENT
CONFERENCE**

29 PLEASE TAKE NOTICE that on January 25, 2023, at 8:30 a.m. a Case Management
30 Conference came on for regular hearing in Department B in the above captioned court. The
31 court has ordered a continuance of the Case Management Conference to **April 24, 2023, at
32 8:30 a.m. in Department B** of the above-captioned court.

33 ///

34 ///

35 ///

WEBB LAW GROUP, APC
10509 Vista Sorrento Parkway, Suite 450
San Diego, Ca 92121

1 The Court further ordered that counsel for Plaintiffs serve notice of this continuance
2 on all parties. All parties are REQUIRED to attend. A trial date will be set by the Court at that
3 time.

4
5 Dated: February 1, 2023

WEBB LAW GROUP, APC

6
7 By  _____

8 LENDEN F. WEBB
9 CHRISTIAN B. CLARK
10 Attorneys for Plaintiffs,
11 MICHAEL PESCASIO
12 ADRIAN ROUP
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WEBB LAW GROUP, APC
10509 Vista Sorrento Parkway, Suite 450
San Diego, Ca 92121

WEBB LAW GROUP, APC
10509 Vista Sorrento Parkway, Suite 450
San Diego, California 92121

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action; my primary business address is: **10509 Vista Sorrento Parkway, Suite 450, San Diego, CA 92121**. My email address is **Service@WebbLawGroup.com**.

On **February 2, 2023** I caused the service of document(s) described as:

1. NOTICE OF CASE MANAGEMENT CONFERENCE

on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope at: San Diego, California, addressed as follows:

David Glaubiger, Esq.
21000 Devonshire Street, Suite 112
Chatsworth, CA 91311
Email: d.chats@hotmail.com
Telephone: (818) 725-9711
Facsimile: (818) 725-9712
Attorney for Defendants XVIII
Entertainment, LLC. and John Rogers
(ESA JJ Rogers)

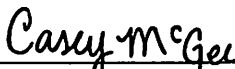
XX (BY MAIL) I am readily familiar with this business' practice for collection and processing of correspondence for mailing, and that correspondence, with postage thereon fully prepaid, will be deposited with the U.S. Postal Service on the date hereinabove in the ordinary course of business, at San Diego, California (*as a courtesy only*).

(BY FACSIMILE) I caused the above-referenced document(s) to be faxed to the offices of the addressee(s) pursuant to a valid stipulation and left a voicemail for counsel.

XX (BY E-MAIL) I caused the above-referenced document(s) to be electronically mailed to the offices of the addressee(s) pursuant to Cal. Code of Civ. Proc. § 1010.6. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Executed on **February 2, 2023**, at San Diego, California.

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



CASEY L. MCGEE

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Burbank Courthouse 300 East Olive Avenue, Rm 225, Burbank, CA 91502	FILED Superior Court of California County of Los Angeles 01/20/2021 Sherri R. Carter, Executive Officer / Clerk of Court By: <u> H. Hankins </u> Deputy
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 21BBCV00061

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
✓ John J. Kralik	B				

Given to the Plaintiff/Cross-Complainant/Attorney of Record Sherri R. Carter, Executive Officer / Clerk of Court
on 01/20/2021 (Date) By H. Hankins, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control (with the parties):** Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR and litigation and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

Main Types of ADR:

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to arrange mediation in Los Angeles County

Mediation for civil cases is voluntary and parties may select any mediator they wish. Options include:

a. The Civil Mediation Vendor Resource List

If all parties agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases):

- ADR Services, Inc. Case Manager patricia@adrservices.com (310) 201-0010 (Ext. 261)
- JAMS, Inc. Senior Case Manager mbinder@jamsadr.com (310) 309-6204
- Mediation Center of Los Angeles (MCLA) Program Manager info@mediationLA.org (833) 476-9145
 - Only MCLA provides mediation in person, by phone and by videoconference.

These organizations cannot accept every case and they may decline cases at their discretion.

Visit www.lacourt.org/ADR/Res_List for important information and FAQs before contacting them.

NOTE: This program does not accept family law, probate, or small claims cases.

b. Los Angeles County Dispute Resolution Programs

<https://wdacs.lacounty.gov/programs/drp/>

- Small claims, unlawful detainers (evictions) and, at the Spring Street Courthouse, limited civil:
 - Free, day-of-trial mediations at the courthouse. No appointment needed.
 - Free or low-cost mediations before the day of trial.
 - For free or low-cost Online Dispute Resolution (ODR) by phone or computer before the day of trial visit

<http://www.lacourt.org/division/smallclaims/pdf/OnlineDisputeResolutionFlyer-EngSpan.pdf>

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>
4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/CI0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

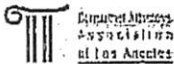


Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

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

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

The parties agree that:

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

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

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

The following parties stipulate:

Date:

 (TYPE OR PRINT NAME)

>

 (ATTORNEY FOR PLAINTIFF)

Date:

 (TYPE OR PRINT NAME)

>

 (ATTORNEY FOR DEFENDANT)

Date:

 (TYPE OR PRINT NAME)

>

 (ATTORNEY FOR DEFENDANT)

Date:

 (TYPE OR PRINT NAME)

>

 (ATTORNEY FOR DEFENDANT)

Date:

 (TYPE OR PRINT NAME)

>

 (ATTORNEY FOR _____)

Date:

 (TYPE OR PRINT NAME)

>

 (ATTORNEY FOR _____)

Date:

 (TYPE OR PRINT NAME)

>

 (ATTORNEY FOR _____)

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

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLES

CASE NUMBER

- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
 6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	v	_____
Date: _____ (TYPE OR PRINT NAME)	v	_____
Date: _____ (TYPE OR PRINT NAME)	v	_____
Date: _____ (TYPE OR PRINT NAME)	v	_____
Date: _____ (TYPE OR PRINT NAME)	v	_____
Date: _____ (TYPE OR PRINT NAME)	v	_____
Date: _____ (TYPE OR PRINT NAME)	v	_____

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Received for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			CASE NUMBER:

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

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

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

The parties agree that:

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

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

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(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER