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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUL 28 2011

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BY M. Flores, Deputy
Mary Flores

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

BC 466315

13 ANTOINETTE LINDSAY, individually, and
14 on behalf of other members of the general
15 public similarly situated, and on behalf of
16 aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA");

17 Plaintiff,

18 vs.

19 DOUGLAS EMMETT, INC., a Maryland
20 corporation; DOUGLAS EMMETT
MANAGEMENT, INC., a Delaware
21 corporation; DOUGLAS EMMETT, LLC, an
22 unknown business entity; and DOES 1 through
100, inclusive,

23 Defendants.

Case No.:

**CLASS ACTION COMPLAINT
FOR DAMAGES & ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA
LABOR CODE § 2698, ET SEQ.**

- (1) Violation of California Labor Code § 1194 (Unpaid Minimum and Overtime Wages)
- (2) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)
- (3) Violation of California Business and Professions Code § 17200, et seq.

DEMAND FOR JURY TRIAL

CIT/CASE: HC466315 LEA/DEFH;
RECEIVED: 07/28/11 01:53:37 PM
DATE PAID: 07/28/11 01:53:37 PM
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CHECK: 395.00
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CITY/COUNTY: LOS ANGELES

D-324 Emile A. Elia

57/28/11

1 COMES NOW, Plaintiff Antoinette Lindsay ("Plaintiff"), individually, and on
2 behalf of members of the general public similarly situated, and on behalf of aggrieved
3 employees pursuant to the California Private Attorneys General Act, and alleges as
4 follows:

5 **JURISDICTION AND VENUE**

6 1. This class action is brought pursuant to the California Code of Civil
7 Procedure section 382. The monetary damages and restitution sought by Plaintiff
8 exceeds the minimal jurisdiction limits of the Superior Court and will be established
9 according to proof at trial. The "amount in controversy" for each class representative,
10 including claims for compensatory damages, penalties, interest, and pro rata share of
11 attorneys' fees, is less than \$75,000.

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

17 3. This Court has jurisdiction over Defendants because, upon information
18 and belief, Defendants are citizens of California, have sufficient minimum contacts in
19 California, or otherwise intentionally avail themselves of the California market so as to
20 render the exercise of jurisdiction over them by the California courts consistent with
21 traditional notions of fair play and substantial justice.

22 4. Venue is proper in this Court because, upon information and belief,
23 Defendants maintain offices, have agents, and transact business in the County of Los
24 Angeles. Furthermore, according to the California Secretary of State's website,
25 Defendants are headquartered 808 Wilshire Boulevard, Suite 200, City of Santa
26 Monica, State of California, 90401. Plaintiff resides in the County of Los Angeles and
27 some of the acts and omissions alleged herein, relating to Plaintiff specifically, took
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1 place in the State of California, County of Los Angeles.

2 **PARTIES**

3 5. Plaintiff ANTOINETTE LINDSAY is an individual residing in the State
4 of California.

5 6. Defendants DOUGLAS EMMETT, INC., DOUGLAS EMMETT
6 MANAGEMENT, INC., and DOUGLAS EMMETT, LLC (hereinafter referred to as
7 "DOUGLAS EMMETT"), at all times herein mentioned, were and are, upon
8 information and belief, a Maryland corporation, a Delaware corporation, and an
9 unknown business entity, respectively, and at all times hereinafter mentioned, an
10 employer whose employees are engaged throughout the State of California, including
11 the County of Los Angeles.

12 7. At all relevant times, DOUGLAS EMMETT was the "employer" of
13 Plaintiff within the meaning of all applicable state laws and statutes.

14 8. At all times herein relevant, DOUGLAS EMMETT and DOES 1 through
15 100, and each of them, were the agents, partners, joint venturers, representatives,
16 servants, employees, successors-in-interest, co-conspirators and assigns, each of the
17 other, and at all times relevant hereto were acting within the course and scope of their
18 authority as such agents, partners, joint venturers, representatives, servants, employees,
19 successors, co-conspirators and assigns, and all acts or omissions alleged herein were
20 duly committed with the ratification, knowledge, permission, encouragement,
21 authorization and consent of each defendant designated herein.

22 9. The true names and capacities, whether corporate, associate, individual or
23 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who
24 sues said defendants by such fictitious names. Plaintiff is informed and believes, and
25 based on that information and belief alleges, that each of the defendants designated as a
26 DOE is legally responsible for the events and happenings referred to in this Complaint,
27 and unlawfully caused the injuries and damages to Plaintiff as alleged in this
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1 Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true
2 names and capacities when the same have been ascertained.

3 10. DOUGLAS EMMETT and DOES 1 through 100 will hereinafter
4 collectively be referred to as Defendants.

5 11. Plaintiff further alleges that Defendants including the unknown defendants
6 identified as DOES, directly or indirectly controlled or affected the working conditions,
7 wages, working hours, and conditions of employment of Plaintiff and the other class
8 members so as to make each of said Defendants employers and employers liable under
9 the statutory provisions set forth herein.

10 CLASS ACTION ALLEGATIONS

11 12. Plaintiff brings this action on her own behalf and on behalf of all other
12 members of the general public similarly situated, and on behalf of aggrieved employees
13 pursuant to the California Private Attorneys General Act and, thus, seeks class
14 certification under Code of Civil Procedure section 382.

15 13. The proposed class is defined as follows:

16 All current and former hourly paid or non-exempt employees who worked
17 for Defendants within the State of California at any time during the period
18 from four years preceding the filing of this Complaint to final judgment.

19 14. Plaintiff reserves the right to establish subclasses as appropriate.

20 15. The class is ascertainable and there is a well-defined community of
21 interest in the litigation:

- 22 a. Numerosity: The class members are so numerous that joinder of all
23 class members is impracticable. The membership of the entire
24 class is unknown to Plaintiff at this time; however, the class is
25 estimated to be one thousand five hundred (1500) individuals and
26 the identity of such membership is readily ascertainable by
27 inspection of Defendants' employment records.
28

- 1 b. Typicality: Plaintiff's claims are typical of all other class members'
2 as demonstrated herein. Plaintiff will fairly and adequately protect
3 the interests of the other class members with whom she has a well-
4 defined community of interest.
- 5 c. Adequacy: Plaintiff will fairly and adequately protect the interests
6 of each class member, with whom she has a well-defined
7 community of interest and typicality of claims, as demonstrated
8 herein. Plaintiff has no interest that is antagonistic to the other
9 class members. Plaintiff's attorneys, the proposed class counsel,
10 are versed in the rules governing class action discovery,
11 certification, and settlement. Plaintiff has incurred, and during the
12 pendency of this action will continue to incur, costs and attorneys'
13 fees, that have been, are, and will be necessarily expended for the
14 prosecution of this action for the substantial benefit of each class
15 member.
- 16 d. Superiority: A class action is superior to other available methods
17 for the fair and efficient adjudication of this litigation because
18 individual joinder of all class members is impractical.
- 19 e. Public Policy Considerations: Certification of this lawsuit as a class
20 action will advance public policy objectives. Employers of this
21 great state violate employment and labor laws every day. Current
22 employees are often afraid to assert their rights out of fear of direct
23 or indirect retaliation. However, class actions provide the class
24 members who are not named in the complaint anonymity that
25 allows for the vindication of their rights.

26 16. There are common questions of law and fact as to the class members that
27 predominate over questions affecting only individual members. The following common
28

1 questions of law or fact, among others, exist as to the members of the class:

- 2 a. Whether Defendants' failure to pay wages, without abatement or
3 reduction, in accordance with the California Labor Code, was
4 willful;
- 5 b. Whether Defendants' had a corporate policy and practice of failing
6 to pay their hourly-paid or non-exempt employees for all hours
7 worked, missed meal periods and rest breaks in violation of
8 California law;
- 9 c. Whether Defendants required Plaintiff and the other class members
10 to work over eight (8) hours per day and/or over forty (40) hours
11 per week and failed to pay the legally required overtime
12 compensation to Plaintiff and the other class members;
- 13 d. Whether Defendants deprived Plaintiff and the other class members
14 of meal periods or required Plaintiff and the other class members to
15 work during meal periods without compensation;
- 16 e. Whether Defendants deprived Plaintiff and the other class members
17 of rest periods or required Plaintiff and the other class members to
18 work during rest periods without compensation; ,
- 19 f. Whether Defendants failed to pay minimum wages to Plaintiff and
20 the other class members;
- 21 g. Whether Defendants failed to pay all wages due to the class
22 members within the required time upon their discharge or
23 resignation;
- 24 h. Whether Defendants failed to timely pay all wages due to Plaintiff
25 and the other class members during their employment;
- 26 i. Whether Defendants complied with wage reporting as required by
27 the California Labor Code; including, *inter alia*, section 226;
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- 1 j. Whether Defendants kept complete and accurate payroll records as
2 required by the California Labor Code, including, *inter alia*, section
3 1174(d);
- 4 k. Whether Defendants' failed to reimburse Plaintiff and the other
5 class members for necessary business-related expenses and costs;
- 6 l. Whether Defendants' conduct was willful or reckless;
- 7 m. Whether Defendants engaged in unfair business practices in
8 violation of California Business & Professions Code section
9 17200, et seq.;
- 10 n. The appropriate amount of damages, restitution, and/or monetary
11 penalties resulting from Defendants' violation of California law;
12 and
- 13 o. Whether Plaintiff and the other class members are entitled to
14 compensatory damages pursuant to the California Labor Code.

15 **GENERAL ALLEGATIONS**

16 17. At all relevant times set forth herein, Defendants employed Plaintiff and
17 other persons as hourly-paid or non-exempt employees.

18 18. Defendants, jointly and severally, have employed Plaintiff as an hourly-
19 paid, non-exempt employee, from approximately August 2008 to approximately August
20 2010 in the State of California in the County of Los Angeles.

21 19. Defendants hired Plaintiff and classified her as an hourly-paid, non-
22 exempt employee, and failed to compensate her for all hours worked, missed meal
23 periods or rest breaks.

24 20. Defendants had the authority to hire and terminate Plaintiff and the other
25 class members; to set work rules and conditions governing Plaintiff's and the other
26 class members' employment; and to supervise their daily employment activities.

27 21. Defendants exercised sufficient authority over the terms and conditions of
28

1 Plaintiff's and the other class members' employment for them to be joint employers of
2 Plaintiff and the other class members.

3 22. Defendants directly hired and paid wages and benefits to Plaintiff and the
4 other class members.

5 23. Defendants continue to employ hourly paid or non-exempt employees
6 within the State of California.

7 24. Plaintiff is informed and believes, and based thereon alleges, that at all
8 times herein relevant, Defendants were advised by skilled lawyers and other
9 professionals, employees, advisors, and consultants highly knowledgeable about
10 California wage laws, employment and personnel practices.

11 25. Plaintiff is informed and believes, and based thereon alleges, that at all
12 times herein relevant, without any justification, Defendants must have ignored the
13 employment and personnel policy changes proposed by skilled lawyers and other
14 professionals, employees, advisors, and consultants highly knowledgeable about
15 California wage laws, employment and personnel practices.

16 26. Plaintiff and the other class members worked over eight (8) hours in a
17 day, and/or forty (40) hours in a week during their employment with Defendants.

18 27. Plaintiff is informed and believes, and based thereon alleges, that
19 Defendants engaged in a uniform policy and systematic scheme of wage abuse against
20 their hourly paid or non-exempt employees. This scheme involved, *inter alia*, failing to
21 pay them for all hours worked, missed meal periods and rest breaks in violation of
22 California law.

23 28. Plaintiff is informed and believes, and based thereon alleges, that
24 Defendants knew or should have known that Plaintiff and the other class members were
25 entitled to receive certain wages for overtime compensation and that they were not
26 receiving wages for overtime compensation.

27 29. Plaintiff is informed and believes, and based thereon alleges, that
28

1 Defendants failed to provide Plaintiff and the other class members the required rest and
2 meal periods during the relevant time period as required under the Industrial Welfare
3 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

4 30. Plaintiff is informed and believes, and based thereon alleges, that
5 Defendants knew or should have known that Plaintiff and the other class members were
6 entitled to receive all meal periods or payment of one additional hour of pay at
7 Plaintiff's and the other class member's regular rate of pay when a meal period was
8 missed, and they did not receive all meal periods or payment of one additional hour of
9 pay at Plaintiff's and the other class member's regular rate of pay when a meal period
10 was missed.

11 31. Plaintiff is informed and believes, and based thereon alleges, that
12 Defendants knew or should have known that Plaintiff and the other class members were
13 entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's
14 regular rate of pay when a rest period was missed, and they did not receive all rest
15 periods or payment of one additional hour of pay at Plaintiff's and the other class
16 members' regular rate of pay when a rest period was missed.

17 32. Plaintiff is informed and believes, and based thereon alleges, that
18 Defendants knew or should have known that Plaintiff and the other class members were
19 entitled to receive at least minimum wages for compensation and that they were not
20 receiving at least minimum wages for all hours worked.

21 33. Plaintiff is informed and believes, and based thereon alleges, that
22 Defendants knew or should have known that the class members were entitled to receive
23 all wages owed to them upon discharge or resignation, including overtime and
24 minimum wages and meal and rest period premiums, and they did not, in fact, receive
25 all such wages owed to them at the time of their discharge.

26 34. Plaintiff is informed and believes, and based thereon alleges, that
27 Defendants knew or should have known that Plaintiff and the other class members were
28

1 entitled to receive all wages owed to them during their employment. Plaintiff and the
2 other class members did not receive payment of all wages, including overtime and
3 minimum wages and meal and rest period premiums, within any time permissible under
4 California Labor Code section 204.

5 35. Plaintiff is informed and believes, and based thereon alleges, that
6 Defendants knew or should have known that Plaintiff and the other class members were
7 entitled to receive complete and accurate wage statements in accordance with California
8 law, but, in fact, they did not receive complete and accurate wage statements from
9 Defendants. The deficiencies included, *inter alia*, the failure to include the total
10 number of hours worked by Plaintiff and the other class members.

11 36. Plaintiff is informed and believes, and based thereon alleges, that
12 Defendants knew or should have known that Defendants had to keep complete and
13 accurate payroll records for Plaintiff and the other class members in accordance with
14 California law, but, in fact, did not keep complete and accurate payroll records.

15 37. Plaintiff is informed and believes, and based thereon alleges, that
16 Defendants knew or should have known that Plaintiff and the other class members were
17 entitled to reimbursement for necessary business-related expenses and cost.

18 38. Plaintiff is informed and believes, and based thereon alleges, that
19 Defendants knew or should have known that they had a duty to compensate Plaintiff
20 and the other class members pursuant to California law, and that Defendants had the
21 financial ability to pay such compensation, but willfully, knowingly, and intentionally
22 failed to do so, and falsely represented to Plaintiff and the other class members that they
23 were properly denied wages, all in order to increase Defendants' profits.

24 39. At all material times set forth herein, Defendants failed to pay all overtime
25 wages to Plaintiff and the other class members. Plaintiff and the other class members
26 were required to work more than eight (8) hours per day and/or forty (40) hours per
27 week.
28

1 40. At all material times set forth herein, Defendants failed to provide
2 uninterrupted meal and rest periods to Plaintiff and the other class members.

3 41. At all material times set forth herein, Defendants failed to pay Plaintiff
4 and the other class members at least minimum wages for all hours worked.

5 42. At all material times set forth herein, Defendants failed to pay the class
6 members all wages owed to them upon discharge or resignation.

7 43. At all material times set forth herein, Defendants regularly and
8 consistently failed to pay Plaintiff and the other class members all wages within any
9 time permissible under California law, including, *inter alia*, California Labor Code
10 section 204.

11 44. At all material times set forth herein, Defendants regularly and
12 consistently failed to provide complete and accurate wage statements to Plaintiff and
13 the other class members.

14 45. At all material times set forth herein, Defendants regularly and
15 consistently failed to keep complete and accurate payroll records for Plaintiff and the
16 other class members.

17 46. At all material times set forth herein, Defendants regularly and
18 consistently failed to reimburse Plaintiff and the other class members for necessary
19 business-related expenses and costs.

20 47. At all material times set forth herein, Defendants regularly and
21 consistently failed to properly compensate Plaintiff and the other class members
22 pursuant to California law in order to increase Defendants' profits.

23 48. California Labor Code section 218 states that noting in Article 1 of the
24 Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages
25 or penalty due to him [or her] under this article."

26 49. At all times herein set forth, PAGA was applicable to Plaintiff's
27 employment by Defendants.
28

1 50. At all times herein set forth, PAGA provides that any provision of law
2 under the California Labor Code that provides for a civil penalty to be assessed and
3 collected by the LWDA for violations of the California Labor Code may, as an
4 alternative, be recovered through a civil action brought by an aggrieved employee on
5 behalf of himself and other current or former employees pursuant to procedures
6 outlined in California Labor Code section 2699.3.

7 51. Pursuant to PAGA, a civil action under PAGA may be brought by an
8 “aggrieved employee,” who is any person that was employed by the alleged violator
9 and against whom one or more of the alleged violations was committed.

10 52. Plaintiff was employed by Defendants and the alleged violation was
11 committed against her during their time of employment and she is, therefore, an
12 aggrieved employee. Plaintiff and the other employees are “aggrieved employees” as
13 defined by California Labor Code section 2699(c) in that they are all current or former
14 employees of Defendants, and one or more of the alleged violations were committed
15 against them.

16 53. Pursuant to California Labor Code sections 2699.3 and 2699.5, an
17 aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA
18 after the following requirements have been met:

19 a. The aggrieved employee shall give written notice by certified mail
20 (hereinafter “Employee’s Notice”) to the LWDA and the employer
21 of the specific provisions of the California Labor Code alleged to
22 have been violated, including the facts and theories to support the
23 alleged violations.

24 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to
25 the employer and the aggrieved employee by certified mail that it
26 does not intend to investigate the alleged violation within thirty
27 (30) calendar days of the postmark date of the Employee’s Notice.
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1 unlawful to employ persons without compensating them at a rate of pay time-and-one-
2 half or two-times that person's regular rate of pay, depending on the number of hours
3 worked by the person on a daily or weekly basis.

4 59. Specifically, the applicable IWC Wage Order provides that Defendants
5 are and were required to pay Plaintiff and the other class members employed by
6 Defendants, and working more than eight (8) hours in a day or more than forty (40)
7 hours in a workweek, at a rate of time-and-one-half for all hours worked in excess of
8 eight (8) hours in a day or more than forty (40) hours in a workweek.

9 60. California Labor Code section 510 codifies the right to overtime
10 compensation at one-and-one-half times the regular hourly rate for hours worked in
11 excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8)
12 hours worked on the seventh day of work, and to overtime compensation at twice the
13 regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess
14 of eight (8) hours in a day on the seventh day of work.

15 61. During the relevant time period, Plaintiff and the other class members
16 were not paid for all hours worked.

17 62. During the relevant time period, Plaintiff and the other class members
18 were not paid at least minimum wage compensation for all hours worked.

19 63. During the relevant time period, Plaintiff and the other class members
20 were not paid overtime compensation for the all hours they worked in excess of eight
21 (8) hours in a day and/or forty (40) hours in a week.

22 64. During the relevant time period, Defendants willfully failed to pay
23 minimum wages to Plaintiff and the other class members as required, pursuant to
24 California Labor Code sections 1194, 1197, and 1197.1.

25 65. During the relevant time period, Defendants willfully failed to pay all
26 overtime wages owed to Plaintiff and the other class members as required, pursuant to
27 California Labor Code sections 510, 1194 and 1198.

1 66. Defendants' failure to pay Plaintiff and the other class members the
2 minimum wage as required violates California Labor Code sections 1194, 1197, and
3 1197.1. Pursuant to those sections, Plaintiff and the other class members are entitled to
4 recover the unpaid balance of their minimum wage compensation as well as interest,
5 costs, and attorneys' fees, and liquidated damages in an amount equal to the wages
6 unlawfully unpaid and interest thereon.

7 67. Defendants' failure to pay Plaintiff and the other class members the unpaid
8 balance of overtime compensation, as required by California laws, violates the
9 provisions of California Labor Code sections 510, 1194 and 1198, and is therefore
10 unlawful.

11 68. Pursuant to California Labor Code section 1194, Plaintiff and the other
12 class members are entitled to recover their unpaid minimum wages and overtime
13 compensation, as well as interest, costs, and attorneys' fees.

14 69. Pursuant to California Labor Code section 1197.1, Plaintiff and the other
15 class members are entitled to recover a penalty of one hundred dollars (\$100) for the
16 initial failure to timely pay each employee minimum wages, and two hundred and fifty
17 dollars (\$250) for each subsequent failure to pay each employee minimum wages.

18 70. Pursuant to California Labor Code section 1194.2, Plaintiff and the other
19 class members are entitled to recover liquidated damages in an amount equal to the
20 wages unlawfully unpaid and interest thereon.

21 71. Pursuant to civil penalties provided for in California Labor Code section
22 2699(a), (f) and (g), the State of California, Plaintiff and the other aggrieved employees
23 are entitled to recover civil penalties plus costs and attorneys' fees for violation of
24 California Labor Code sections 510, 1194, 1197, 1197.1 and 1198.

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1 SECOND CAUSE OF ACTION

2 Violation of California Labor Code § 2698, et seq.

3 (Against All DEFENDANTS. and DOES 1 through 100)

4 72. Plaintiff incorporates by reference the allegations contained in paragraphs
5 1 through 71, and each and every part thereof with the same force and effect as though
6 fully set forth herein.

7 73. PAGA expressly establishes that any provision of the California Labor
8 Code which provides for a civil penalty to be assessed and collected by the LWDA, or
9 any of its departments, divisions, commissions, boards, agencies or employees for a
10 violation of the California Labor Code, may be recovered through a civil action brought
11 by an aggrieved employee on behalf of himself or herself, and other current or former
12 employees.

13 74. Whenever the LWDA, or any of its departments, divisions, commissions,
14 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil
15 action is authorized to exercise the same discretion, subject to the same limitations and
16 conditions, to assess a civil penalty.

17 75. Plaintiff and the other hourly-paid or non-exempt employees are
18 "aggrieved employees" as defined by California Labor Code section 2699(c) in that
19 they are all current or former employees of Defendants, and one or more of the alleged
20 violations was committed against them.

21 **Failure to Pay Overtime**

22 76. Defendants' failure to pay legally required overtime wages to Plaintiff and
23 the other aggrieved employees is in violation of the Wage Orders and constitutes
24 unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

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1 **Failure to Provide Meal Periods**

2 77. Defendants' failure to provide legally required meal periods to Plaintiff
3 and the other aggrieved employees is in violation of the Wage Orders and constitutes
4 unlawful or unfair activity prohibited by California Labor Code sections 226.7 and
5 512(a).

6 **Failure to Provide Rest Periods**

7 78. Defendants' failure to provide legally required rest periods to Plaintiff and
8 the other aggrieved employees is in violation of the Wage Orders and constitutes
9 unlawful or unfair activity prohibited by California Labor Code section 226.7.

10 **Failure to Pay Minimum Wages**

11 79. Defendants' failure to pay legally required minimum wages to Plaintiff
12 and the other aggrieved employees is in violation of the Wage Orders and constitutes
13 unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197
14 and 1197.1.

15 **Failure to Timely Pay Wages Upon Termination**

16 80. Defendants' failure to timely pay wages to the aggrieved employees upon
17 termination in accordance with Labor Code sections 201 and 202 constitutes unlawful
18 and/or unfair activity prohibited by California Labor Code sections 201 and 202.

19 **Failure to Timely Pay Wages During Employment**

20 81. Defendants' failure to timely pay wages to Plaintiff and the other
21 aggrieved employees during employment in accordance with Labor Code section 204
22 constitutes unlawful and/or unfair activity prohibited by California Labor Code section
23 204.

24 **Failure to Provide Complete and Accurate Wage Statements**

25 82. Defendants' failure to provide complete and accurate wage statements to
26 Plaintiff and the other aggrieved employees in accordance with Labor Code section
27 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code
28

1 section 226(a).

2 **Failure to Keep Complete and Accurate Payroll Records**

3 83. Defendants' failure to keep complete and accurate payroll records relating
4 to Plaintiff and the other aggrieved employees in accordance with California Labor
5 Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by
6 California Labor Code section 1174(d).

7 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

8 84. Defendants' failure to reimburse Plaintiff and the other aggrieved
9 employees for necessary business-related expenses and costs in accordance with
10 California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair
11 activity prohibited by California Labor Code sections 2800 and 2802.

12 85. Pursuant to California Labor Code section 2699, Plaintiff, individually,
13 and on behalf of all aggrieved employees, requests and is entitled to recover from
14 Defendants and each of them, business expenses, unpaid wages, and/or untimely wages
15 according to proof, interest, attorneys' fees and costs pursuant to California Labor Code
16 section 218.5, as well as all statutory penalties against Defendants, and each of them,
17 including but not limited to:

- 18 a. Penalties under California Labor Code section 2699 in the amount of
19 a hundred dollars (\$100) for each aggrieved employee per pay
20 period for the initial violation, and two hundred dollars (\$200) for
21 each aggrieved employee per pay period for each subsequent
22 violation;
- 23 b. Penalties under California Code of Regulations Title 8 section 11070
24 in the amount of fifty dollars (\$50) for each aggrieved employee per
25 pay period for the initial violation, and one hundred dollars (\$100)
26 for each aggrieved employee per pay period for each subsequent
27 violation;
28

- 1 c. Penalties under California Labor Code section 210 in addition to,
2 and entirely independent and apart from, any other penalty provided
3 in the California Labor Code in the amount of a hundred dollars
4 (\$100) for each aggrieved employee per pay period for the initial
5 violation, and two hundred dollars (\$200) for each aggrieved
6 employee per pay period for each subsequent violation; and
7 d. Any and all additional penalties and sums as provided by the
8 California Labor Code and/or other statutes.

9 86. Pursuant to California Labor Code section 2699(i), civil penalties
10 recovered by aggrieved employees shall be distributed as follows: seventy-five percent
11 (75%) to the Labor and Workforce Development Agency for the enforcement of labor
12 laws and education of employers and employees about their rights and responsibilities
13 and twenty-five percent (25%) to the aggrieved employees.

14 87. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees
15 and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other
16 applicable statute.

17 **THIRD CAUSE OF ACTION**

18 **Violation of California Business & Professions Code § 17200, et seq.**

19 **(Against All DEFENDANTS and DOES 1 through 100)**

20 88. Plaintiff incorporates by reference the allegations contained in paragraphs
21 1 through 87, and each and every part thereof with the same force and effect as though
22 fully set forth herein.

23 89. Defendants' conduct, as alleged in this Complaint, has been, and
24 continues to be, unfair, unlawful and harmful to Plaintiff and the other class members,
25 and Defendants' competitors. Accordingly, Plaintiff and the other class members seek
26 to enforce important rights affecting the public interest within the meaning of Code of
27 Civil Procedure section 1021.5.
28

1 90. Defendants' activities as alleged herein are violations of California law,
2 and constitute unlawful business acts and practices in violation of California Business
3 & Professions Code section 17200, et seq.

4 91. A violation of California Business & Professions Code section 17200, et
5 seq. may be predicated on the violation of any state or federal law. In this instant case,
6 Defendants' policies and practices of requiring employees, including Plaintiff and the
7 other class members, to work overtime without paying them proper compensation
8 violate California Labor Code sections 510 and 1198. Additionally, Defendants'
9 policies and practices of requiring employees, including Plaintiff and the other class
10 members, to work through their meal and rest periods without paying them proper
11 compensation violate California Labor Code sections 226.7 and 512(a). Moreover,
12 Defendants' policies and practices of failing to timely pay wages to Plaintiff and the
13 other class members violate California Labor Code sections 201, 202 and 204.
14 Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and
15 2802.

16 **Failure to Pay Overtime**

17 92. Defendants' failure to pay overtime in violation of the Wage Orders and
18 California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful
19 and/or unfair activity prohibited by California Business & Professions Code section
20 17200, et seq.

21 **Failing to Provide Meal Periods**

22 93. Defendants' failure to provide legally required meal periods in violation
23 of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged
24 above, constitutes unlawful and/or unfair activity prohibited by California Business &
25 Professions Code section 17200, et seq.

26 **Failure to Provide Rest Periods**

27 94. Defendants' failure to provide legally required rest periods in violation of
28

1 the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes
2 unlawful and/or unfair activity prohibited by California Business & Professions Code
3 section 17200, et seq.

4 **Failure to Pay Minimum Wages**

5 95. Defendants' failure to pay minimum wages in violation of the Wage
6 Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above,
7 constitutes unlawful and/or unfair activity prohibited by California Business &
8 Professions Code section 17200, et seq.

9 **Failure to Timely Pay Wages Upon Termination**

10 96. Defendants' failure to timely pay wages upon termination in violation of
11 California Labor Code sections 201 and 202, as alleged above, constitutes unlawful
12 and/or unfair activity prohibited by California Business & Professions Code section
13 17200, et seq.

14 **Failure to Timely Pay Wages During Employment**

15 97. Defendants' failure to timely pay wages during employment in violation
16 of California Labor Code section 204, as alleged above, constitutes unlawful and/or
17 unfair activity prohibited by California Business & Professions Code section
18 17200, et seq.

19 **Failure to Provide Compliant Wage Statements**

20 98. Defendants' failure to provide compliant wage statements in violation of
21 California Labor Code section 226(a), as alleged above, constitutes unlawful and/or
22 unfair activity prohibited by California Business & Professions Code section
23 17200, et seq.

24 **Failure to Keep Complete and Accurate Payroll Records**

25 99. Defendants' failure to keep complete and accurate payroll records in
26 violation of California Labor Code section 1174(d), as alleged above, constitutes
27 unlawful and/or unfair activity prohibited by California Business & Professions Code
28

1 section 17200, et seq.

2 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

3 100. Defendants' failure to reimburse necessary business-related expenses and
4 costs in violation of California Labor Code sections 2800 and 2802, as alleged above,
5 constitutes unlawful and/or unfair activity prohibited by California Business &
6 Professions Code section 17200, et seq.

7 101. As a result of the herein described violations of California law,
8 Defendants unlawfully gained an unfair advantage over other businesses.

9 102. Plaintiff and the other class members have been personally injured and
10 continue to be injured by Defendants' unlawful business acts and practices as alleged
11 herein, including, but not necessarily limited to, the loss of money and/or property.

12 103. Pursuant to California Business & Professions Code section 17200, et
13 seq., Plaintiff and the other class members are entitled to restitution of the wages and
14 other monies wrongfully withheld and retained by Defendants pursuant to California
15 Labor Code sections 510 and 1198.

16 104. Pursuant to California Business & Professions Code section 17200, et
17 seq., Plaintiff and the other class members are entitled to restitution of the wages
18 withheld and retained by Defendants during a period that commences from four years
19 preceding the date of the filing of this Complaint; an award of attorneys' fees pursuant
20 to California Code of Civil Procedure section 1021.5 and other applicable laws; and an
21 award of costs.

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff, individually, and on behalf of other members of the general public
24 similarly situated, and on behalf of aggrieved employees pursuant to the California
25 Private Attorneys General Act, requests a trial by jury.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff, individually, and on behalf of members of the general
28

1 public similarly situated, and on behalf of aggrieved employees pursuant to the Private
2 Attorneys General Act, prays for relief and judgment against Defendants, jointly and
3 severally, as follows:

4 **Class Certification**

- 5 1. That this action be certified as a class action;
- 6 2. That Plaintiff be appointed as the representative of the Class;
- 7 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 8 4. That Defendants provide to Class Counsel, immediately upon its
9 appointment, the names and most current contact information (address and telephone
10 numbers) of all class members.

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

- 12 5. That the Court declare, adjudge and decree that Defendants violated
13 California Labor Code sections 510, 1194, 1197, 1197.1, 1198 and applicable IWC Wage
14 Orders by willfully failing to pay all minimum and overtime wages due to Plaintiff and
15 the other class members;
- 16 6. For general unpaid wages, unpaid wages at overtime wage rates and such
17 general and special damages as may be appropriate;
- 18 7. For pre-judgment interest on any unpaid minimum wages and overtime
19 compensation commencing from the date such amounts were due;
- 20 8. For statutory wage penalties pursuant to California Labor Code section
21 1197.1 for Plaintiff and the other class members in the amount as may be established
22 according to proof at trial;
- 23 9. For liquidated damages pursuant to California Labor Code section 1194.2;
- 24 10. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
25 California Labor Code section 1194(a);
- 26 11. For civil penalties pursuant to California Labor Code sections 2699(a), (f)
27 and (g) plus costs and attorneys' fees for violation of California Labor Code sections
28

1 510 1194, 1197, 1197.1 and 1198; and

2 12. For such other and further relief as the Court may deem equitable and
3 appropriate.

4 **As to the Second Cause of Action**

5 13. For civil penalties pursuant to California Labor Code sections 2699(a), (f)
6 and (g) plus costs and attorneys' fees for violation of California Labor Code sections
7 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198,
8 2800 and 2802; and

9 14. For such other and further relief as the Court may deem equitable and
10 appropriate.

11 **As to the Third Cause of Action**

12 15. That the Court declare, adjudge and decree that Defendants violated
13 California Business and Professions Code section 17200, et seq. by failing to provide
14 Plaintiff and the other class members all overtime compensation due to them, failing to
15 provide all meal and rest periods to Plaintiff and the other class members, failing to pay
16 for all missed meal and rest periods to Plaintiff and the other class members, failing to
17 pay all minimum wages due to Plaintiff and the other class members, failing to pay
18 Plaintiff's and other class members' wages timely as required by California Labor Code
19 sections 201, 202, and 204, failing to provide Plaintiff and other class members with
20 complete and accurate wage statements, failing to keep complete and accurate payroll
21 records, and failing to reimburse Plaintiff and other class members for necessary
22 business-related expenses and costs.

23 16. For all actual, consequential, and incidental losses and damages,
24 according to proof;

25 17. For restitution of unpaid wages and other monies wrongfully withheld and
26 retained by Defendants to Plaintiff and the other class members and prejudgment
27 interest from the day such amount were due and payable;
28

1 18. For the appointment of a receiver to receive, manage and distribute any
2 and all funds disgorged from Defendants and determined to have been wrongfully
3 withheld acquired by Defendants as a result of violations of California Business &
4 Professions Code section 17200, et seq.;

5 19. For reasonable attorneys' fees and costs of suit incurred herein that
6 Plaintiff and the other class members are entitled to recover under California Code of
7 Civil Procedure section 1021.5; and

8 20. For such other and further relief as the Court may deem equitable and
9 appropriate.

10 DATED: July 26, 2011

THE AIWAZIAN LAW FIRM

11
12
13 By: 

Edwin Aiwazian

Attorneys for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar number, and address):
Edwin Aiwarzian (SBN 232943)
THE AIWAZIAN LAW FIRM
410 West Arden Avenue, Suite 203
Glendale, CA 91203
TELEPHONE NO.: (818) 265-1020 FAX NO.: (818) 265-1021

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUL 28 2011

John A. Clarke, Executive Officer/Clerk
BY Mary Flores Deputy

ATTORNEY FOR (Name): Plaintiff Antoinette Lindsay
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles 90012
BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:
Lindsay vs. Douglas Emmett, Inc., et al.

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)
Complex Case Designation
 Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: BC 466315
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: Auto (22), Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort: Asbestos (04), Product liability (24), Medical malpractice (45), Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort: Business tort/unfair business practice (07), Civil rights (08), Defamation (13), Fraud (16), Intellectual property (19), Professional negligence (25), Other non-PI/PD/WD tort (35)
Employment: Wrongful termination (36), Other employment (15)
Contract: Breach of contract/warranty (06), Rule 3.740 collections (09), Other collections (09), Insurance coverage (18), Other contract (37)
Real Property: Eminent domain/Inverse condemnation (14), Wrongful eviction (33), Other real property (26)
Unlawful Detainer: Commercial (31), Residential (32), Drugs (38)
Judicial Review: Asset forfeiture (05), Petition re: arbitration award (11), Writ of mandate (02), Other judicial review (39)
Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403): Antitrust/Trade regulation (03), Construction defect (10), Mass tort (40), Securities litigation (28), Environmental/Toxic tort (30), Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment: Enforcement of judgment (20)
Miscellaneous Civil Complaint: RICO (27), Other complaint (not specified above) (42)
Miscellaneous Civil Petition: Partnership and corporate governance (21), Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. Large number of separately represented parties d. Large number of witnesses
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. Substantial amount of documentary evidence f. 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): three (3)
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: July 26, 2011
Edwin Aiwarzian
(TYPE OR PRINT NAME)

[Signature]
(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.

ORIGINAL

SHORT TITLE:

Lindsay vs. Douglas Emmett, Inc., et al.

CASE NUMBER

BC 466315

**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 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 14 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- 1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
- 2. May be filed in central (other county, or no bodily injury/property damage).
- 3. Location where cause of action arose.
- 4. Location where bodily injury, death or damage occurred.
- 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

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	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., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 4.	

SHORT TITLE:

Lindsay vs. Douglas Emmett, Inc., 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
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	① 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
		Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
		Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)
Unlawful Detainer	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

Lindsay vs. Douglas Emmett, Inc., 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., 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., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.		
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
<input type="checkbox"/> A6100 Other Civil Petition	2., 9.		

SHORT TITLE:

Lindsay vs. Douglas Emmett, Inc., et al.

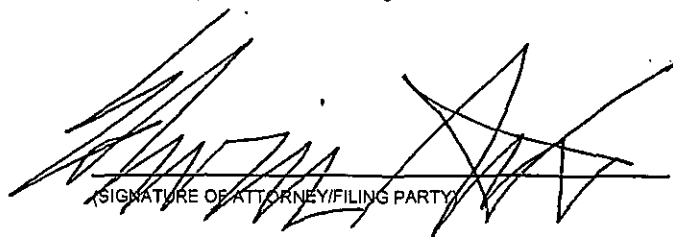
CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 808 Wilshire Boulevard, Suite 200
CITY: Santa Monica	STATE: CA	ZIP CODE: 90401

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central _____ District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subs. (b), (c) and (d)].

Dated: 7/26/2011



(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. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
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.

07/28/11