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**FILED**  
Superior Court of California  
County of Los Angeles

APR 29 2015

Sherri R. Carter, Executive Officer/Clerk  
By M. Soto, Deputy  
Moses Soto

12 Attorneys for Plaintiff,  
13 ELIZABETH CENICEROS

D-323  
ELIHU BERLE

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 FOR THE COUNTY OF LOS ANGELES  
16 (UNLIMITED JURISDICTION)

17 ELIZABETH CENICEROS, on behalf of  
18 herself and all others similarly situated

19 *Plaintiff,*

20 vs.

21 PLANNED PARENTHOOD LOS ANGELES, a  
22 California corporation; and DOES 1-50,  
23 inclusive,

24 *Defendants.*

Case No. **BC 580126**

**CLASS ACTION**

**COMPLAINT FOR:**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512, and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7, and 1198);
3. Failure to Pay Hourly and Overtime Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1, and 1198);
4. Failure to Provide Accurate Written Wage Statements (Lab. Code § 226(a));
5. Failure to Timely Pay All Final Wages (Lab. Code §§ 201-203);
6. Unfair Competition (Bus. & Prof. Code §§ 17200, *et seq.*);
7. Forfeiture of Vested Vacation Benefits

**JURY TRIAL DEMANDED.**

CIT/CASE: BC580126  
LEA/DEF#:   
RECEIPT #: CCH524880098  
DATE PAID: 04/29/15 03:39 PM  
PAYMENT: \$1,435.00

RECEIVED:  
CHECK: \$1,435.00  
CASH:  
CHANGE:  
CARD:

25 *Ceniceros v. Planned Parenthood Los Angeles*

Class Action Complaint

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04/29/15

1 Plaintiff, ELIZABETH CENICEROS (hereafter "Plaintiff"), on behalf of herself and all  
2 others similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against defendant PLANNED  
5 PARENTHOOD LOS ANGELES, a California corporation and DOES 1 through 50 inclusive  
6 (hereafter "Defendants") for alleged violations of the Labor and Business and Professions  
7 Codes. As set forth below, Plaintiff alleges that Defendants have failed to pay her and all other  
8 similarly situated individuals for all vested vacation pay, failed to provide them with meal  
9 periods, failed to provide them with rest periods, failed to pay premium wages for unprovided  
10 meal and/or rest periods, failed to provide premium and/or the appropriate amount of wages for  
11 unprovided meal and/or rest periods, failed to pay overtime wages, failed to provide them with  
12 accurate written wage statements, and failed to timely pay them all of their final wages  
13 following separation of employment. Based on these alleged Labor Code violations, Plaintiff  
14 now brings this class and representative action to recover unpaid wages, restitution, and related  
15 relief on behalf of herself, all others similarly situated, and the general public.

16 **JURISDICTION AND VENUE**

17 2. This Court has subject matter jurisdiction to hear this case because Plaintiff is  
18 informed and believes that the monetary damages and restitution sought herein for Defendants'  
19 conduct exceeds the minimal jurisdictional limits of the Superior Court.

20 3. Plaintiff is informed and believes that the individual claims of the below-defined  
21 classes are under the \$75,000.00 threshold for Federal diversity jurisdiction and the aggregate  
22 claim is under the \$5,000,000.00 threshold for Federal jurisdiction, under the Class Action Fairness  
23 Act of 2005. Further, there is no federal question at issue as the issues herein are based solely on  
24 California law.

25 4. Venue is proper in Los Angeles County pursuant to Code of Civil Procedure  
26 Sections 395(a) and 395.5 in that liability arose in Los Angeles County because at least some of  
27 the transactions that are the subject matter of this Complaint occurred therein and/or each  
28 defendant is found, maintains offices, transacts business, and/or has an agent therein.

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**PARTIES**

**A. Plaintiff**

5. Plaintiff worked for Defendants in an hourly position as a Patient Access Representative from approximately March 2014 to August 2014.

**B. Defendants**

6. Defendant PLANNED PARENTHOOD LOS ANGELES is a California corporation authorized to do business in California.

7. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as Does 1-50, inclusive, but is informed and believes that said Defendants are legally responsible for the conduct alleged herein and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint to allege both the true names and capacities of the Doe Defendants when ascertained.

8. Plaintiff is informed and believes that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to each of the other Defendants.

**CLASS ALLEGATIONS**

9. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure § 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

10. **Relevant Time Period:** The relevant time period is defined as the time period beginning four years prior to the filing of this action until judgment is entered. The class and subclass members are defined as follows:

**Hourly Employee Class:** All persons employed by Defendants in hourly or non-exempt positions in California during the **Relevant Time Period**.

**Meal Break Class:** All hourly employees of Defendants in California who worked a shift in excess of five hours during the **Relevant Time Period**.

1           **Rest Break Class:** All hourly employees of Defendants in California who  
2 worked a shift in excess of 3.5 hours during the **Relevant Time Period**.

3           **Overtime Class:** All hourly employees of Defendants who worked a shift  
4 in excess of 8 hours.

5           **Vacation Pay Class:** All persons who were ever employed by Defendants  
6 in California who earned paid vacation days, including, but not limited to,  
7 "Floating Holidays," without receiving compensation for each vested paid  
8 vacation through entry of judgment of this action.

9           **Wage Statement Penalties Class:** All **Hourly Employee Class** members  
10 employed by Defendants in California during the period beginning one  
11 year before the filing of this action and ending when final judgment is  
12 entered.

13           **Waiting Time Penalties Class:** All **Hourly Employee Class** members  
14 who separated from their employment with Defendants during the period  
15 beginning three years before the filing of this action and ending when final  
16 judgment is entered.

17           **UCL Class:** All **Hourly Employee Class** members employed by  
18 Defendants in California during the **Relevant Time Period**.

19           11.   **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the  
20 right to amend or modify the class definitions with greater specificity, by further division into  
21 subclasses, and/or by limitation to particular issues.

22           12.   **Numerosity:** The class members are so numerous that the individual joinder of  
23 each individual class member is impractical. While Plaintiff does not currently know the exact  
24 number of class members, Plaintiff is informed and believes that the actual number exceeds the  
25 minimum required for numerosity under California law.

26           13.   **Commonality and Predominance:** Common questions of law and fact exist as  
27 to all class members and predominate over any questions which affect only individual class  
28 members. These questions include, but are not limited to:

- 29           A.    Have Defendants subjected the vacation time they offer to class members  
30 to unlawful forfeiture?
- 31           B.    Have Defendants maintained a policy or practice of failing to provide

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- employees with their meal breaks?
- C. Have Defendants maintained a policy or practice of failing to provide employees with their rest breaks?
  - D. Have Defendants failed to pay additional wages to class members when they have not been provided with required meal and/or rest periods?
  - E. Have Defendants failed to pay minimum and/or overtime wages to class members as a result of policies that fail to provide meal breaks in accordance with California law?
  - F. Have Defendants used payroll formulas that systematically fail to account for non-discretionary bonuses and/or other applicable remuneration when calculating regular rates of pay for class members?
  - G. Have Defendants failed to pay overtime wages to class members as a result of incorrectly calculating their regular rates of pay?
  - H. Whether Defendants have failed to pay premium wages to class members based on their respective "regular rates of compensation" by not including commissions and/or income in calculating the rates at which those wages are paid?
  - I. Whether Defendants have failed to provide for proportionate accruals for vested vacation time for class members as required by California law?
  - J. Have Defendants subjected the "vacation time" and/or "floating holidays" they offer to class members to forfeiture?
  - K. Have Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, hourly rate and time worked?
  - L. Have Defendants applied policies or practices that result in late and/or incomplete final wage payments?
  - M. Are Defendants liable to class members for waiting time penalties under

1 Labor Code § 203?

2 N. Are class members entitled to restitution of money or property that  
3 Defendants may have acquired from them through unfair competition?

4 14. **Typicality:** Plaintiff's claims are typical of the other class members' claims.  
5 Plaintiff is informed and believes and thereon alleges that Defendants have a policy or practice  
6 of failing to comply with the Labor Code and the Business and Professions Code as alleged  
7 herein.

8 15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative  
9 in that she has no interests that are adverse to, or otherwise conflict with, the interests of absent  
10 class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff  
11 will fairly and adequately represent and protect the interests of the other class members.

12 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in  
13 that they have no known conflicts of interest with Plaintiff or absent class members, are  
14 experienced in wage and hour class action litigation, and are dedicated to vigorously  
15 prosecuting this action on behalf of Plaintiff and absent class members.

16 17. **Superiority:** A class action is vastly superior to other available means for fair  
17 and efficient adjudication of the class members' claims and would be beneficial to the parties  
18 and the Court. Class action treatment will allow a number of similarly situated persons to  
19 simultaneously and efficiently prosecute their common claims in a single forum without the  
20 unnecessary duplication of effort and expense that numerous individual actions would entail. In  
21 addition, the monetary amounts due to many individual class members are likely to be relatively  
22 small and would thus make it difficult, if not impossible, for individual class members to both  
23 seek and obtain relief. Moreover, a class action will serve an important public interest by  
24 permitting class members to effectively pursue the recovery of moneys owed to them. Further, a  
25 class action will prevent the potential for inconsistent or contradictory judgments inherent in  
26 individual litigation.

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1 Cal. Code Regs. § 11040(11).

2 25. At all relevant times, Plaintiff was not subject to a valid on-duty meal period  
3 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Break Class**  
4 members have not subject to valid on-duty meal period agreements with Defendants.

5 *Unprovided Meal Periods*

6 26. Plaintiff alleges that, at relevant times during the applicable limitations period,  
7 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**  
8 **Break Class** with uninterrupted meal periods of at least thirty (30) minutes for each five (5)  
9 hour work period, as required by Labor Code § 512 and the Wage Order.

10 *Late Meal Periods*

11 27. Plaintiff alleges that at all relevant times during the applicable limitations period  
12 and as matters of policy and practice, Defendants have failed to pay premium wages to **Meal**  
13 **Break Class** members when they worked five (5) hours without clocking out for any meal  
14 period.

15 *Unprovided Second Meal Periods*

16 28. Plaintiff alleges that at all relevant times during the applicable limitations period  
17 and as matters of policy and practice, Defendants employed **Meal Break Class** members for  
18 shifts of ten (10) or more hours without providing them with second meal periods and without  
19 paying them premium wages, as required by Labor Code § 512 and the Wage Order.

20 29. At all relevant times, Defendants failed to pay Plaintiff and **Meal Break Class**  
21 members additional premium wages, and/or were not paid premium wages at the employees'  
22 regular rates of pay when required meal periods were not provided. In fact, Defendant  
23 maintained a policy of paying employees meal period premium at one half their hourly rate of  
24 pay.

25 30. Pursuant to Labor Code §§ 204, 218.6, and 226.7, Plaintiff, on behalf of herself  
26 and the **Meal Break Class** members, seeks to recover unpaid premium wages, interest thereon,  
27 and costs of suit.

28 31. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the

1 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and  
2 the **Meal Break Class** members, seeks to recover reasonable attorneys' fees.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PROVIDE REST PERIODS**

5 **(Lab. Code §§ 204, 223, 226.7, and 1198)**

6 **(Plaintiff and the Rest Break Class, against all Defendants)**

7 32. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully  
8 alleged herein.

9 33. At all relevant times, Plaintiff and **Rest Break Class** members have been non-  
10 exempt employees of Defendants entitled to the full rest period protections of both the Labor  
11 Code and the Wage Order.

12 34. Section 12 of the Wage Order imposes an affirmative obligation on employers to  
13 permit and authorize employees to take required rest periods at a rate of no less than ten minutes  
14 of net rest time for each four hour work period, or major portion thereof, that must be in the  
15 middle of each work period insofar as is practicable.

16 35. Labor Code § 226.7 and Section 12 the Wage Order both prohibit employers  
17 from requiring employees to work during required rest periods and require employers to pay  
18 non-exempt employees an hour of premium wages at the employees regular rate of pay, on each  
19 workday that the employee is not provided with the required rest period.

20 36. Compensation for missed rest periods constitutes wages within the meaning of  
21 the California Labor Code § 200.

22 37. Labor Code § 1198 makes it unlawful to employ a person under conditions that  
23 violate the Wage Order.

24 38. Plaintiff alleges that at relevant times during the applicable limitations period,  
25 Defendants maintained a policy or practice of not providing members of the **Rest Break Class**  
26 with net rest periods of a least ten (10) minutes for each four (4) hour work period, or major  
27 portion thereof, as required by the Wage Order.

28 39. At all relevant times, Defendants failed to pay Plaintiff and other class members

1 additional premium wages when required rest periods were not provided.

2 40. Specifically, Defendants written policies do not provide that employees may take  
3 a rest break for each four hours worked, and/or major fraction thereof, and that rest breaks  
4 should be taken in the middle of each work period insofar as practicable.

5 41. Pursuant to Labor Code §§ 204, 218.6, and 226.7, Plaintiff, on behalf of herself,  
6 **Rest Break Class** members, seeks to recover unpaid premium wages, interest thereon, and costs  
7 of suit.

8 42. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the  
9 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and  
10 **Rest Break Class** members, seeks to recover reasonable attorneys' fees.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

13 **(Lab. Code §§ 223, 510, 1194, 1197, and 1198)**

14 **(By Plaintiff and the Overtime Class, against all Defendants)**

15 43. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully  
16 alleged herein.

17 44. At all relevant times, Plaintiff and **Overtime Class** members are or have been  
18 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the  
19 Wage Orders.

20 45. Section 2 of the Wage Order defines "hours worked" as "the time during which  
21 an employee is subject to the control of an employer, and includes all the time the employee is  
22 suffered or permitted to work, whether or not required to do so."

23 46. Section 4 of the Wage Order requires an employer to pay non-exempt employees  
24 at least the minimum wage set forth therein for all hours worked, which consist of all hours that  
25 an employer has actual or constructive knowledge that employees are working.

26 47. Labor Code § 1194 invalidates any agreement between an employer and an  
27 employee to work for less than the minimum or overtime wage required under the applicable  
28 Wage Orders.

1 48. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated  
2 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in  
3 addition to the underlying unpaid minimum wages and interest thereon.

4 49. Labor Code § 1197 makes it unlawful for an employer to pay an employee less  
5 than the minimum wage required under the applicable Wage Orders for all hours worked during  
6 a payroll period.

7 50. Labor Code § 1197.1 provides that it is unlawful for any employer or any other  
8 person acting either individually or as an officer, agent, or employee of another person, to pay  
9 an employee, or cause an employee to be paid, less than the applicable minimum wage.

10 51. Labor Code § 1198 makes it unlawful for employers to employ employees under  
11 conditions that violate the Wage Order.

12 52. Labor Code § 204 requires employers to pay non-exempt employees their earned  
13 wages for the normal work period at least twice during each calendar month on days the  
14 employer designates in advance and to pay non-exempt employees their earned wages for labor  
15 performed in excess of the normal work period by no later than the next regular payday.

16 53. Labor Code § 223 makes it unlawful for employers to pay their employees lower  
17 wages than required by contract or statute while purporting to pay them legal wages.

18 54. Labor Code § 510 and Section 3 of the Wage Order require employers to pay  
19 non-exempt employees overtime wages of no less than one and one-half times their respective  
20 regular rates of pay for all hours worked in excess of eight hours in one workday.

21 55. Defendant's written policies provide for that Plaintiff would only be paid  
22 overtime for work performed in excess of 40 hours per week; and does not provide for overtime  
23 wages for any work in excess of 8 hours in a day.

24 56. Accordingly, pursuant to the above referenced statutes; Plaintiff seeks to recover  
25 all overtime not paid, along with liquidated damages thereon.

26 57. Plaintiff is informed and believes that, at all relevant times, Defendants have  
27 applied centrally devised policies and practices to her and **Overtime Class** members with  
28 respect to working conditions and compensation arrangements.

1 58. Defendants failed to pay **Overtime Class** members overtime wages of no less  
2 than one and one-half times their respective regular rates of pay for all hours worked in excess  
3 of eight hours in one workday.

4 **FOURTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

6 **(Lab. Code § 226)**

7 **(By Plaintiff and Wage Statement Penalties Class)**

8 59. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully  
9 alleged herein. Labor Code § 226(a) states in pertinent part the following: “ (a) every employer  
10 shall, semimonthly or at the time of each payment of wages, furnish each of his or her  
11 employees, either as a detachable part of the check, draft, or voucher paying the employee’s  
12 wages, or separately when wages are paid by personal check or cash, an accurate itemized  
13 statement in writing showing (1) gross wages earned, (2) total hours worked by the employer,  
14 except for an employee whose compensation is solely based on a salary and who is exempt from  
15 payment of overtime under subdivision (a) of section 515 or any applicable order of the  
16 Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable  
17 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all  
18 deductions made on written orders of the employer may be aggregated and shown as one time,  
19 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)  
20 the name of the employee and only the last four digits of his or her social security number or an  
21 employee identification number other than a social security number, (8) the name and address  
22 of the legal entity that is the employer, (9) all applicable hourly rates in effect during the pay  
23 period and the corresponding number of hours worked at each hourly rate by the employee...”

24 60. Plaintiff is informed and believes that, at all relevant times, Defendants  
25 have failed to provide **Wage Statement Penalties Class** members with accurate written wage  
26 statements as described supra in this complaint. Defendants failed to pay class members meal  
27 and rest period premiums, failed to pay meal and/or rest period premiums at the regular rate of  
28 pay, and did not pay class members overtime wages for all hours worked. As a result of the

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1 foregoing underpayments the gross, and net wages on the paystubs were inaccurate, and the  
2 applicable and correct rates of pay were not stated. Moreover, Defendants failed to include  
3 hourly rates on the wage statements.

4 61. Plaintiff is informed and believes that Defendants' failures to provide  
5 her and **Wage Statement Penalties Class** members with accurate written wage statements have  
6 been intentional in that Defendants have the ability to provide them with accurate wage  
7 statements but have intentionally provided them with written wage statements that Defendants  
8 have known to not comply with Labor Code 226(a).

9 62. Plaintiff and **Wage Statement Penalties Class** members have suffered  
10 injuries, in that Defendants have violated their legal rights to receive accurate wage statements  
11 and have misled them about their actual rates of pay and wages earned. In addition, inaccurate  
12 information on their wage statements has prevented immediate challenges to Defendants'  
13 unlawful pay practices, has required discovery and mathematical computations to determine the  
14 amount of wages owed, has caused difficulty and expense in attempting to reconstruct time and  
15 pay records, and/or has led to the submission of inaccurate information about wages and  
16 deductions to state and federal government agencies.

17 63. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of herself and  
18 **Wage Statement Penalties Class** members, seeks the greater of actual damages or \$50.00 for  
19 the initial pay period in which a violation of Labor Code § 226(a) occurred, and \$100.00 for  
20 each subsequent pay period in which a violation of Labor Code § 226(a) occurred, not to exceed  
21 an aggregate penalty of \$4000.00 per class member, as well as awards of reasonable costs and  
22 attorneys' fees.

23 **FIFTH CAUSE OF ACTION**

24 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

25 **(Lab. Code §§ 201-203)**

26 **(Plaintiff and Waiting Time Penalties Class)**

27 64. Plaintiff incorporates the preceding paragraphs of the Complaint as if  
28 fully alleged herein.

1           65.     At all relevant times, **Plaintiff and Waiting Time Penalties Class**  
2 members have been entitled, upon the end of their employment with Defendants, to timely  
3 payment of all wages earned and unpaid before termination or resignation.

4           66.     At all relevant times, pursuant to Labor Code § 201, employees who have  
5 been discharged have been entitled to payment of all final wages immediately upon termination.

6           67.     At all relevant times, pursuant to Labor Code § 202, employees who have  
7 resigned after giving at least seventy-two (72) hours-notice of resignation have been entitled to  
8 payment of all final wages at the time of resignation.

9           68.     At all relevant times, pursuant to Labor Code § 202, employees who have  
10 resigned after giving less than seventy-two (72) hours-notice of resignation have been entitled  
11 to payment of all final wages within seventy-two (72) hours of giving notice of resignation.

12           69.     During the applicable limitations period, Defendants failed to pay  
13 Plaintiff all of her final wages in accordance with Labor Code § 201 by failing to timely pay her  
14 all of her final wages, including, but not necessarily limited to, all of her earned and unpaid  
15 straight time, overtime, and premium wages.

16           70.     Plaintiff is informed and believes that, at all relevant times, Defendants  
17 have failed to timely pay **Waiting Time Penalties Class** members all of their final wages in  
18 accordance with Labor Code §§ 201 or 202.

19           71.     Plaintiff is informed and believes that, at all relevant times, Defendants  
20 have maintained a policy or practice of paying **Waiting Time Penalties Class** members their  
21 final wages without regard to the requirements of Labor Code §§ 201 and 202 by failing to  
22 timely pay them all final wages.

23           72.     Plaintiff is informed and believes that Defendants' failures to timely pay  
24 all final wages to her and **Waiting Time Penalties Class** members have been willful in that  
25 Defendants have the ability to pay final wages in accordance with Labor Code §§ 201 and 202  
26 but have intentionally adopted policies or practice that are incompatible with those  
27 requirements.

28           73.     Pursuant to Labor Code §§ 203 and 218.6, Plaintiff, on behalf of herself



1 Labor Code violations described in this complaint, Defendants violated Labor Code §§ 215,  
2 216, 225, 226.6, 354, 408, 553, 1175, and/or 1199, which make it a misdemeanor to commit the  
3 Labor Code violations mentioned herein.

4 83. Defendants have committed criminal conduct through their policies and practices  
5 of, *inter alia*, failing to comport with their affirmative obligation on employers to provide non-  
6 exempt employees with uninterrupted, duty-free, meal periods of at least thirty minutes for each  
7 work period of five or more hours and by failing to pay non-exempt employee for all hours  
8 worked.

9 ***Relief Sought***

10 84. The unlawful conduct of Defendants alleged herein amounts to and  
11 constitutes unfair competition within the meaning of Business & Professions Code §§ 17200, *et*  
12 *seq.* Business & Professions Code §§ 17200, *et seq.*, protects against unfair competition and  
13 allows a person who has suffered an injury-in-fact and has lost money or property as a result of  
14 an unfair, unlawful, or fraudulent business practice to seek restitution on his own behalf and on  
15 behalf of other similarly situated persons in a class action proceeding.

16 85. As a result of Defendants' violations of the Labor Code as during the  
17 applicable limitations period as alleged herein, Plaintiff has suffered an injury-in-fact and has  
18 lost money or property in the form of earned wages. Specifically, Plaintiff has lost money or  
19 property as a result of the aforementioned conduct.

20 86. Plaintiff is informed and believes that other similarly situated persons  
21 have been subject to the same unlawful policies or practices of Defendants.

22 87. Due to its unfair and unlawful business practices in violation of the Labor  
23 Code as alleged herein, Defendants have gained a competitive advantage over other comparable  
24 companies doing business in the State of California that comply with their legal obligations  
25 under the Labor Code.

26 88. Pursuant to Business & Professions Code § 17203, Plaintiff, on behalf of  
27 herself and the other members of the UCL Class, seeks declaratory relief and restitution of all  
28 monies rightfully belonging to them that Defendants did not pay them or otherwise retained by

1 means of its unlawful and unfair business practices.

2 89. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit  
3 doctrine and/or the common fund doctrine, Plaintiff and the other members of the **Vacation Pay**  
4 **Class** and **UCL Class** are entitled to recover reasonable attorneys' fees in connection with their  
5 unfair competition claims.

6 **SEVENTH CAUSE OF ACTION**

7 **FORFEITURE OF VACATION PAY**

8 **(By Plaintiffs and the Vacation Pay Class)**

9 90. Plaintiff incorporates the preceding paragraphs of the Complaint as if  
10 fully alleged herein.

11 91. Under California Labor Code § 227.3 and applicable case law, vested paid  
12 vacation benefits and other similar forms of paid time off that earned based on labor performed  
13 are considered wages and cannot be subject to forfeiture without providing compensation for  
14 forfeited days at the applicable rates required by law.

15 92. Pursuant to written company policies, members of the **Vacation Pay Class** have  
16 earned vested paid vacation days, including, but not limited to, "Floating Holiday" days that are  
17 explicitly subject to unpaid forfeiture pursuant to written company policies if they are not used  
18 within specified time periods.

19 93. During the applicable limitations period, Plaintiff has earned vested paid  
20 vacation days, including, but not limited to, "Floating Holiday" days without being  
21 compensated by Defendants for each vested paid vacation day.

22 94. Plaintiff is informed and believes and thereon alleges that Defendants have  
23 maintained policies or practices of causing members of the **California Vacation Pay Class** to  
24 forfeit vested paid vacation days, including, but not limited to, "Floating Holiday" days without  
25 compensating them for each vested paid vacation day.

26 95. As a result of the above, Plaintiff seeks declaratory and injunctive relief,  
27 damages for unpaid wages owed, interest thereon and costs of suit pursuant to California Labor  
28 Code § 218.6, and reasonable attorney's fees pursuant to California Code of Civil Procedure §

1 1021.5.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff, on behalf of herself, all others similarly situated, and the  
4 general public, prays for relief and judgment against Defendants as follows:

- 5 A. An order that the action be certified as a class action;  
6 B. An order that Plaintiff be appointed class representative;  
7 C. An order that counsel for Plaintiff be appointed class counsel;  
8 D. Unpaid Wages;  
9 E. Actual Damages;  
10 F. Liquidated Damages;  
11 G. Restitution;  
12 H. Declaratory relief;  
13 I. Pre-judgment interest;  
14 J. Statutory penalties;  
15 K. Civil penalties;  
16 L. Costs of suit;  
17 M. Reasonable attorneys' fees; and

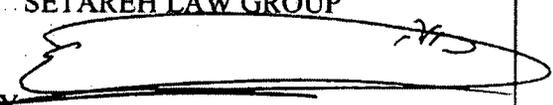
18 Such other relief as the Court deems just and proper.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff, on behalf of herself, all others similarly situated, and the general public, hereby  
21 demands a jury trial on all issues so triable.

22  
23 SETAREH LAW GROUP

24 DATED: April 28, 2015

25 BY 

26 SHAUN SETAREH  
27 Attorneys for Plaintiff,  
28 ELIZABETH CENICEROS

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 Shaun Setareh (SBN 204514)  
 Setareh Law Group  
 9454 Wilshire Blvd. Suite 907  
 Beverly Hills, CA 90212  
 TELEPHONE NO.: (310) 888-7771 FAX NO.: (310) 888-0109  
 ATTORNEY FOR (Name): Elizabeth Ceniceros

FOR COURT USE ONLY

**FILED**  
 Superior Court of California  
 County of Los Angeles

APR 29 2015

Sherri R. Carter, EXECUTIVE OFFICER/Clerk  
 By M. Soto, Deputy  
 Moses Soto

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles  
 STREET ADDRESS: 111 North Hill St.  
 MAILING ADDRESS:  
 CITY AND ZIP CODE: Los Angeles, CA 90012  
 BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:  
 Ceniceros v. Planned Parenthood Los Angeles

**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 580126**

JUDGE:  
 DEPT.

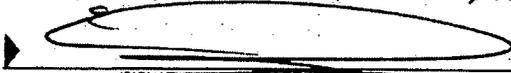
Items 1-6 below must be completed (see instructions on page 2).

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

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a.  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): Seven (7)
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: April 29, 2015  
 Shaun Setareh

(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

CM-010

**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 PIPD/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

|   |                               |
|---|-------------------------------|
| SHORT TITLE:<br>Ceniceros v. Planned Parenthood Los Angeles | CASE NUMBER<br>BC 5 8 0 1 2 6 |
|---|-------------------------------|

**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. | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in central (other county, or no bodily injury/property damage).  | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.   | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                       | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                     | 10. Location of Labor Commissioner Office                  |

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

Auto Tort

Other Personal Injury/Property Damage/Wrongful Death Tort

| <b>A</b><br>Civil Case Cover Sheet<br>Category No.        | <b>B</b><br>Type of Action<br>(Check only one)  | <b>C</b><br>Applicable Reasons -<br>See Step 3 Above |
|---|---|--|
| 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.   |
| Asbestos (04)   | <input type="checkbox"/> A6070 Asbestos Property Damage<br><input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death   | 2.<br>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<br><input type="checkbox"/> A7240 Other Professional Health Care Malpractice   | 1., 4.<br>1., 4.                                     |
| Other Personal Injury Property Damage Wrongful Death (23) | <input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)<br><input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)<br><input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress<br><input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death | 1., 4.<br>1., 4.<br>1., 3.<br>1., 4.                 |

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|---|-------------|
| SHORT TITLE: <b>Ceniceros v. Planned Parenthood Los Angeles</b> | CASE NUMBER |
|---|-------------|

Non-Personal Injury/ Property Damage/ Wrongful Death Tort  
 Employment  
 Contract  
 Real Property  
 Unlawful Detainer

| A<br>Civil Case Cover Sheet<br>Category No.       | B<br>Type of Action<br>(Check only one)   | C<br>Applicable Reasons -<br>See Step 3 Above      |
|---|---|--|
| 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<br><input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)  | 1., 2., 3.<br>1., 2., 3.                           |
| Other (35)  | <input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort   | 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<br><input type="checkbox"/> A6109 Labor Commissioner Appeals  | 1., 2., 3.<br>10.                                  |
| Breach of Contract/ Warranty (06) (not insurance) | <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)<br><input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)<br><input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)<br><input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2., 5.<br>2., 5.<br>1., 2., 5.<br>1., 2., 5.       |
| Collections (09)                                  | <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff<br><input type="checkbox"/> A6012 Other Promissory Note/Collections Case   | 2., 5., 6.<br>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<br><input type="checkbox"/> A6031 Tortious Interference<br><input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)  | 1., 2., 3., 5.<br>1., 2., 3., 5.<br>1., 2., 3., 8. |
| Eminent Domain/Inverse Condemnation (14)          | <input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels_____  | 2.   |
| Wrongful Eviction (33)                            | <input type="checkbox"/> A6023 Wrongful Eviction Case   | 2., 6.   |
| Other Real Property (26)                          | <input type="checkbox"/> A6018 Mortgage Foreclosure<br><input type="checkbox"/> A6032 Quiet Title<br><input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)  | 2., 6.<br>2., 6.<br>2., 6.                         |
| Unlawful Detainer-Commercial (31)                 | <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)  | 2., 6.   |
| 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.   |

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SHORT TITLE:

Ceniceros v. Planned Parenthood Los Angeles

CASE NUMBER

| A<br>Civil Case Cover Sheet<br>Category No.      | B<br>Type of Action<br>(Check only one)  | C<br>Applicable Reasons -<br>See Step 3 Above                                      |
|--|--|--|
| 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<br><input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter<br><input type="checkbox"/> A6153 Writ - Other Limited Court Case Review  | 2., 8.<br>2.<br>2.   |
| Other Judicial Review (39)                       | <input type="checkbox"/> A6150 Other Writ /Judicial Review   | 2., 8.   |
| 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 (20)                     | <input type="checkbox"/> A6141 Sister State Judgment<br><input type="checkbox"/> A6160 Abstract of Judgment<br><input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)<br><input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)<br><input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax<br><input type="checkbox"/> A6112 Other Enforcement of Judgment Case | 2., 9.<br>2., 6.<br>2., 9.<br>2., 8.<br>2., 8.<br>2., 8., 9.                       |
| 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<br><input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)<br><input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)<br><input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)  | 1., 2., 8.<br>2., 8.<br>1., 2., 8.<br>1., 2., 8.                                   |
| 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<br><input type="checkbox"/> A6123 Workplace Harassment<br><input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case<br><input type="checkbox"/> A6190 Election Contest<br><input type="checkbox"/> A6110 Petition for Change of Name<br><input type="checkbox"/> A6170 Petition for Relief from Late Claim Law<br><input type="checkbox"/> A6100 Other Civil Petition                    | 2., 3., 9.<br>2., 3., 9.<br>2., 3., 9.<br>2.<br>2., 7.<br>2., 3., 4., 8.<br>2., 9. |

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

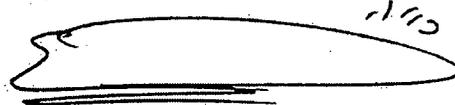
|   |             |
|---|-------------|
| SHORT TITLE:<br>Ceniceros v. Planned Parenthood Los Angeles | CASE NUMBER |
|---|-------------|

**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.

|   |              |                             |
|---|--------------|-----------------------------|
| <b>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</b><br><br><input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. |              | ADDRESS:<br>400 W. 30th St. |
| CITY:<br>Los Angeles  | STATE:<br>CA | ZIP CODE:<br>90007          |

**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: April 29, 2015

  
 (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.

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