

ORIGINAL

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THE PEOPLE OF THE STATE OF CALIFORNIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

THE PEOPLE OF THE STATE OF
CALIFORNIA,

Plaintiff,

v.

CAL CARTAGE TRANSPORTATION
EXPRESS LLC, CCX2931, LLC, and DOES
1-50, inclusive,

Defendants.

NO FEE - CAL. GOVT. CODE § 6103

FILED
Superior Court of California
County of Los Angeles

JAN 08 2018

Sherri R. Carter, Executive Officer/Clerk
By [Signature] Deputy
Sherry R. Carter

My first case at the
City Attorney's
Office!

BC 6 8 9 3 2 0

Case No. _____

**COMPLAINT FOR RESTITUTION,
CIVIL PENALTIES, AND INJUNCTIVE
RELIEF**

01/08/2018

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IVH 03 5046

1 The People of the State of California ("People") bring this civil enforcement action
2 against defendants Cal Cartage Transportation Express LLC, CCX2931, LLC, and Does 1
3 through 50, inclusive (collectively, "California Cartage Express" or "Defendants"), for violations
4 of California's Unfair Competition Law. The People allege as follows:

5 INTRODUCTION

6 1. In a scheme to increase their profits—by unlawfully evading their obligations to
7 provide benefits, pay relevant taxes, and absorb various operating costs—Defendants have
8 misclassified their drivers as independent contractors, rather than employees. By this action, the
9 People seek to put an end to this illegal and oppressive conduct.

10 2. California Cartage Express is a trucking and drayage company operating in and
11 around the Ports of Los Angeles and Long Beach, as well as throughout the United States.¹
12 "Drayage" refers to the short distance transportation of cargo by truck to and from the ports. To
13 perform the core function of its business—the truck-borne transportation of cargo—California
14 Cartage Express relies on approximately 50 truck drivers who work at the Los Angeles/Long
15 Beach port complex and surrounding areas, without whom the company could not operate.
16 However, despite the drivers being fully integrated into California Cartage Express' operations
17 and California Cartage Express exercising all necessary control over the drivers, California
18 Cartage Express misclassifies drivers as independent contractors.

19 3. Although California Cartage Express labels its drivers as independent contractors
20 in order to increase its profits and shirk its obligations to provide employment benefits and pay
21 applicable taxes, the drivers are plainly employees under California law. California Cartage
22 Express completely controls the overall operation of its business: it coordinates with customers in
23 need of trucking services, negotiates prices, sets delivery times, and provides the workers.
24 California Cartage Express also has near complete control over its drivers' assignments,
25 unilaterally sets the rates it pays those drivers, and retains and exercises the right to terminate
26

27 ¹ CCX2931, LLC conducted trucking and drayage operations as "California Cartage Express"
28 until on or about October 1, 2017, at which point the business was transferred to Cal Cartage
Transportation Express LLC, which continued operations as "California Cartage Express"
without interruption or substantial change.

1 drivers with or without cause.

2 4. California Cartage Express has also established truck leasing programs with terms
3 that give California Cartage Express additional control over drivers and shackle drivers to the
4 company. These leases create steep costs for drivers who are terminated by or otherwise leave
5 California Cartage Express, ensuring that few drivers will take a leased truck to another port
6 company.

7 5. As a result of California Cartage Express' misclassification, its drivers are forced
8 to absorb tens of thousands of dollars of costs appropriately borne by their employer, leaving
9 many in a financially precarious position with limited take home pay. The drivers are also
10 deprived of the protection of workers' compensation benefits in the event of injury, as well as
11 other benefits to which they are entitled. Moreover, because of its misclassification, California
12 Cartage Express fails to properly pay California taxes it owes. These actions illegally reduce
13 California Cartage Express' costs of doing business, and constitute unlawful business practices in
14 violation of California's Unfair Competition Law. The People bring this civil law enforcement
15 action to put a stop to these practices.

16 **PARTIES**

17 6. Plaintiff is the People of the State of California. The People bring this civil
18 enforcement action to enforce California's Unfair Competition Law by and through Michael N.
19 Feuer, the City Attorney of Los Angeles. The City Attorney is authorized to bring such actions
20 on the People's behalf pursuant to California Business and Professions Code sections 17203,
21 17204, 17206, and 17207.²

22 7. Defendant CCX2931, LLC—previously California Cartage Express, LLC—is a
23 California limited liability company with its principal place of business in California. Until it
24 ceased operating on or about October 1, 2017, CCX2931 had offices in the City of Los Angeles
25 located at 2401 East Pacific Coast Highway, Wilmington, CA 90744. Doing business as
26 "California Cartage Express," CCX2931 was a trucking and drayage company operating in and
27 around the Ports of Los Angeles and Long Beach. CCX2931 misclassified its approximately 50

28 ² All further references are to California codes.

1 truck drivers operating around the port complex as independent contractors to maximize profits at
2 the direct expense of the drivers. At the helm of CCX2931's operations sat Luke Lynch, the
3 president of its holding company, California Cartage Company. CCX2931 ceased operating on or
4 about October 1, 2017, when it sold its trucking and drayage business to NFI Industries, Inc.

5 8. Defendant Cal Cartage Transportation Express LLC is a Delaware limited liability
6 company with its principal place of business in California. NFI Industries, Inc. formed Cal
7 Cartage Transportation Express for the sole purpose of operating the trucking and drayage
8 business that it purchased from CCX2931 on or about October 1, 2017. Cal Cartage
9 Transportation Express occupies the same offices that CCX2931 did in the City of Los Angeles,
10 located at 2401 East Pacific Coast Highway, Wilmington, CA 90744. Like CCX2931 before it,
11 Cal Cartage Transportation Express does business as "California Cartage Express" and is a
12 trucking and drayage company operating in and around the Ports of Los Angeles and Long
13 Beach. Also like CCX2931, Cal Cartage Transportation Express misclassifies its approximately
14 50 truck drivers as independent contractors to maximize profits at the direct expense of its
15 drivers. Once again, at the helm of Cal Cartage Transportation Express sits Luke Lynch, the
16 president of its holding company.

17 9. Accordingly, CCX2931—doing business as "California Cartage Express"—
18 conducted trucking and drayage operations in and around the Ports of Los Angeles and Long
19 Beach until October 1, 2017, and Cal Cartage Transportation Express—again doing business as
20 "California Cartage Express"—continued such operations without interruption or substantial
21 change starting on October 1, 2017. The ownership change had no impact on California Cartage
22 Express' operations: its core business—the transportation of cargo by truck—is unchanged; its
23 employees are performing the same roles under the same working conditions; California Cartage
24 Express' customer base and area of operation is substantively identical; at the helm remains Luke
25 Lynch; and California Cartage Express continues to misclassify its truck drivers as independent
26 contractors. Indeed, the company's website continues to refer to it as "California Cartage
27 Express, LLC" today, despite the sale and new corporate entity. Based on the foregoing and to
28 improve readability, this pleading will refer to Defendants as "California Cartage Express." Any

1 conduct of California Cartage Express alleged herein occurring before October 1, 2017 is
2 attributed to CCX2931; any conduct occurring on or after October 1, 2017 is attributed to Cal
3 Cartage Transportation Express.

4 10. The true names and capacities of Defendants sued herein as Does 1 through 50,
5 inclusive, are presently unknown to the People. The People therefore sue these Defendants by
6 such fictitious names. When the true names and capacities of these Defendants have been
7 ascertained, the People will seek leave of this Court to amend this Complaint to insert in lieu of
8 such fictitious names the true names and capacities of the fictitiously-named Defendants. The
9 People are informed and believe, and on that basis allege, that each of the fictitiously-named
10 Defendants participated in some or part of the acts alleged herein.

11 11. All of the acts and omissions described in this Complaint were duly performed by,
12 and attributable to, all Defendants, each acting as agent, employee, alter ego, and/or under the
13 direction and control of the others, and that such acts and omissions were within the scope of such
14 agency, employment, alter ego, and/or direction and control. In addition, or in the alternative,
15 each Defendant aided and abetted all other Defendants in violating the letter of and the public
16 policy embodied in the laws set forth in this Complaint.

17 **JURISDICTION AND VENUE**

18 12. The Superior Court has original jurisdiction over this action pursuant to article VI,
19 section 10 of the California Constitution, which grants the Superior Court original jurisdiction in
20 all causes other than those specifically enumerated therein.

21 13. This Court has jurisdiction over Defendants because each defendant resided or had
22 its principal place of business in California during the relevant period in this action, has sufficient
23 minimum contacts with California, or otherwise purposefully avails itself of California markets,
24 thus rendering this Court's exercise of jurisdiction over each defendant consistent with traditional
25 notions of fair play and justice. Additionally, all or a substantial portion of the events giving rise
26 to the People's claims occurred in California.

27 14. Venue is proper in this Court pursuant to Code of Civil Procedure section 393(a)
28 because violations of law that occurred in the City and County of Los Angeles are part of the

1 cause upon which the People seek recovery of penalties imposed by statute.

2 **GENERAL ALLEGATIONS**

3 **I. Overview of California Law Regarding Classification of Employees**

4 15. In California, courts consider a number of factors in determining whether a given
5 worker is an employee versus an independent contractor. The most significant factor is the
6 employer's right to control the details of the work—the more the employer retains the right to
7 control the worker, the more likely the relationship is one of employee and employer. *See S.G.*
8 *Borello & Sons, Inc. v. Dept. of Industrial Rel.*, 48 Cal. 3d 341, 350 (1989). The right to
9 terminate a worker at will, without cause, also constitutes strong evidence of an
10 employee/employer relationship. *Id.*

11 16. California courts have also found that additional, interrelated factors indicate an
12 employer-employee relationship: (1) when the worker is engaged in the same occupation or
13 business as the principal; (2) when the type of work is commonly supervised by the principal in
14 the relevant locality; (3) when the work does not require a high level of skill; (4) when the
15 principal supplies the instrumentalities, tools, and place of work; (5) when the worker has worked
16 for the principal for a long period of time; (6) when the principal pays an hourly wage rather than
17 a piece rate; (7) when the worker's services are part of the principal's regular business; and (8)
18 when one or both parties believe they have created an employer-employee relationship. *See S.G.*
19 *Borello*, 48 Cal. 3d at 351; *Garcia v. Seacon Logix, Inc.*, 238 Cal. App. 4th 1476, 1484 (2015);
20 *see also* Judicial Council of California Civil Jury Instructions (2015), No. 3704.

21 17. A plaintiff that shows that he or she provided services for an employer is presumed
22 by California law to have done so as an employee, and therefore establishes a prima facie case of
23 an employment relationship. *See Robinson v. George*, 16 Cal. 2d 238, 242 (1940); *Lujan v.*
24 *Minagar*, 124 Cal. App. 4th 1040, 1049 (2004). The employer then bears the burden of proving
25 that the worker was an independent contractor, and not an employee, in light of the factors above.
26 *See S.G. Borello & Sons, Inc.*, 48 Cal. 3d at 349.

1 **II. Overview of California Cartage Express' Control of Its Business**

2 18. California Cartage Express' truck drivers perform an integral and essential aspect
3 of its business: the delivery of cargo. On its website, California Cartage Express advertises its
4 "world class supply chain services," including "trucking." Its Statement of Interest filed with the
5 California Secretary of State describes its business as "Logistics Services – Trucking." California
6 Cartage Express's website boasts that its "fleet of 45 clean trucks operating in the Port of Los
7 Angeles and Long Beach" allows California Cartage Express to "ensure [its customers'] cargo
8 moves from the port to [their] doorstep[s] as quickly as possible." California Cartage Express
9 promises that it will "handle[] every detail associated with draying your container." In short, the
10 delivery of cargo to and from the Ports of Los Angeles and Long Beach is California Cartage
11 Express' principal business operation. Without its drivers, California Cartage Express could not
12 carry on its business.

13 19. California Cartage Express completely controls the overall operation of its
14 trucking business. California Cartage Express currently has only one customer: Borax, a mining
15 operation in the Mojave Desert. California Cartage Express sets pickup and delivery times for
16 Borax's freight and negotiates rates for those services. California Cartage Express also supplies
17 the workers who provide trucking services between the ports and Mojave Desert: its misclassified
18 employee drivers. The drivers do not have any customers of their own and instead exclusively
19 serve California Cartage Express' clients. The drivers do not negotiate the prices for California
20 Cartage Express' trucking services, or have any involvement in California Cartage Express'
21 setting of those prices. Borax pays California Cartage Express directly. Drivers similarly play no
22 role in scheduling pickup and delivery times. In fact, other than occasional superficial
23 interactions with Borax employees involved in loading or unloading trucks, drivers have no
24 contact with the California Cartage Express customer they serve whatsoever. California Cartage
25 Express also possesses the authority to operate at the ports, and its drivers enter the ports to pick
26 up and deliver cargo solely under color of that authority. Simply put, the drivers' responsibility is
27 strictly limited to activities related to driving the trucks and delivering the containers.
28

1 **III. California Cartage Express' Right to Control, and Exercise of Control Over, The**
2 **Details of Drivers' Work**

3 20. California Cartage Express requires its drivers to sign a so-called "Independent
4 Contractor Agreement" ("Agreement") every 90 days, although many drivers work for the
5 company for years. Drivers have no opportunity to negotiate the terms of these Agreements,
6 which give California Cartage Express significant control over the drivers. California Cartage
7 Express does not even explain the terms of the Agreement or provide translations for Spanish
8 speakers, even when drivers request translations. Instead, California Cartage Express adopts a
9 take-it-or-leave-it approach, and drivers—many of them poor immigrants who need to support
10 their families—cannot afford to leave it.

11 21. The Agreement provides California Cartage Express the unfettered right to
12 "disqualify" any driver found to be "unsafe, unqualified pursuant to federal or state law, in
13 violation of [California Cartage Express'] minimum qualification standards, or in violation of any
14 policies of [California Cartage Express'] customers." A driver so disqualified has no ability to
15 appeal or otherwise challenge California Cartage Express' decision.

16 22. By signing the required Agreement, drivers agree that they will "comply with
17 [California Cartage Express'] policies and procedures and any subsequent revisions thereto." The
18 company sometimes requires drivers to sign documents acknowledging its policies. For example,
19 California Cartage Express recently required its drivers to sign a document acknowledging a new
20 company policy that any driver receiving a citation for using a cellular phone while driving will
21 be terminated.

22 23. The Agreement also gives California Cartage Express unqualified veto power over
23 drivers' ability to assign the Agreement to another party, while leaving California Cartage
24 Express' assignment rights unrestricted.

25 24. The vast majority of California Cartage Express drivers do not have distinct,
26 independent businesses from California Cartage Express. They do not have their own offices,
27 employees, or customers. They do not advertise or otherwise seek to obtain customers or
28 business separate from California Cartage Express.

1 25. California Cartage Express retains the right to terminate its drivers, either with or
2 without cause. The Agreement, which drivers are forced to sign in order to work for the
3 company, provides that either party may terminate the agreement immediately for material breach
4 of any of the Agreement's provisions. Moreover, either party may terminate the Agreement "for
5 any reason" by giving three days' notice. And California Cartage Express has, in fact, exercised
6 its rights during the relevant period and terminated drivers, both with and without cause. For
7 example, California Cartage Express has fired drivers for complaining about or trying to negotiate
8 higher pay rates, for engaging in organizing activities, and for no reason at all. California Cartage
9 Express also punishes drivers by giving them bad work assignments—when port wait times will
10 be longest and/or traffic will be heaviest—or no work assignments at all, thereby starving the
11 drivers of income.

12 26. California Cartage Express exercises control over drivers' work schedules.
13 California Cartage Express executes only one trucking route for its sole client Borax: an over
14 300-mile roundtrip between the Mojave Desert and ports of Los Angeles and Long Beach.
15 Because each trip takes approximately eight hours to complete, California Cartage Express
16 drivers can only complete one roundtrip per day. California Cartage Express dispatchers decide
17 which days drivers will work and when they will pick up and deliver their loads. California
18 Cartage Express dispatchers distribute assignments to drivers via text message with at most a
19 day's notice.

20 27. Drivers have no choice as to the assignments they are given; they cannot request a
21 more desirable delivery time (for example, one where traffic to the Mojave Desert will be at a
22 minimum). Drivers cannot negotiate their schedules or any other details of their assignments. If
23 a driver rejects an assignment, California Cartage Express will punish the driver by withholding
24 work for several days.

25 28. Once a driver completes a delivery to Borax, the driver must call California
26 Cartage Express' dispatch office for instructions about whether to bring an empty container back
27 to the ports and where to deliver it.

28 29. Moreover, drivers have no control over the piece rates they are paid per

1 assignment, which California Cartage Express unilaterally sets. The Agreement that California
2 Cartage Express forces its drivers to sign gives the company the right to set rates of pay and to
3 revise them at any time. Drivers cannot, and do not, negotiate the rates they receive for
4 assignments. Some that have attempted to do so have been terminated by the company.

5 30. California Cartage Express also unilaterally sets modest hourly rates for waiting
6 time at the ports and surcharges to offset the costs of fuel. California Cartage Express does not
7 pay drivers any wages whatsoever for time spent performing a number of tasks necessary to their
8 work, including mandatory regular inspections of their trucks and filling out required paperwork
9 on drivers' completed assignments. Drivers who attempt to negotiate their hourly pay or pay for
10 tasks necessary to their work are terminated or otherwise punished.

11 31. California Cartage Express does not even provide its drivers with a list of its rates
12 prior to assigning work so that drivers know how much money they can expect to make from a
13 given job. California Cartage Express' Agreement states that "the total compensation for
14 everything furnished, provided, or done" by drivers shall be set forth in Appendix A to the
15 agreement, and Appendix A, in turn, refers to a rate schedule set forth in Schedule I to the
16 appendix. However, Schedule I to Appendix A does not contain any rate schedule, and is in fact,
17 aside from its heading, a blank piece of paper. Nor does California Cartage Express provide a
18 separate rate sheet to its drivers or post its rates anywhere at its facilities. As a practical matter,
19 California Cartage Express can unilaterally change its pay rates, and the first time Drivers will
20 learn of the change is when they are paid after they have completed the job.

21 32. California Cartage Express also deducts from drivers' pay, or fails to reimburse
22 for, work-related expenses including fuel, truck insurance, parking, and routine maintenance
23 costs. These and other expenses amount to tens of thousands of dollars a year in costs that
24 California Cartage Express is unlawfully foisting onto its drivers.

25 33. California Cartage Express has the right to, and does, prevent its drivers from
26 working for other trucking companies at the same time they provide services to California
27 Cartage Express. The Agreement requires drivers to obtain California Cartage Express' written
28 consent before driving their trucks for any other company—consent that California Cartage

Express has the absolute right to withhold. In practice, California Cartage Express makes it infeasible for drivers to work for other companies: drivers' California Cartage Express routes are too long to work for multiple companies in the same day, and California Cartage Express punishes drivers who refuse to work for California Cartage Express on certain days.

34. California Cartage Express closely monitors its drivers' work. In a brochure available on the company's website, California Cartage Express boasts of its ability to "track [its customers'] containers['] exact location." The company installs GPS tracking devices on its drivers' trucks, often without the drivers' authorization or consent. California Cartage Express will fire drivers who refuse to allow GPS monitoring. California Cartage Express uses its ability to track its drivers' movements via GPS to supervise their work. In one incident, a driver taking a meal break during a trip received a call from California Cartage Express reminding the driver that the company could see his truck was not moving and instructing him to return to the delivery immediately.

35. Additionally, California Cartage Express' dispatchers stay in close contact with drivers during assignments. Drivers are required to immediately inform the company of any issues arising during an assignment, including accidents, cargo claims (legal demands by a shipper for financial reimbursement for loss or damage of cargo), problems with the truck (flat tires, etc.), and problems with the cargo or container (damage, etc.). Drivers then wait for instructions from California Cartage Express' dispatchers regarding how to address the problem—for example, whether to accept or reject a damaged container.

IV. California Cartage Express' Additional Control of Its Drivers Through Its Leasing System

36. On information and belief, California Cartage Express, like its sister California Cartage Company subsidiaries, created truck leasing programs featuring terms that give the company further control over its drivers.

37. In or about 2006, the Ports of Los Angeles and Long Beach and the State of California adopted new, higher efficiency standards for trucks servicing the ports. Under this Clean Truck Program, only new low-emissions trucks could be used to deliver freight to and from

1 the ports beginning in 2008.

2 38. On information and belief, after the Program's adoption California Cartage
3 Express established exclusive leasing programs for its drivers with third party financial
4 institutions. Although the leases were ostensibly intended to provide drivers a path to truck
5 ownership, in practice the lease terms benefit California Cartage Express by giving it additional
6 control over its drivers and a consistent and reliable fleet of trucks, while pushing the costs
7 associated with those trucks onto the drivers.

8 39. California Cartage Express facilitated the purchase of new clean trucks from the
9 manufacturer, utilizing subsidies available from various public entities, including the City of Los
10 Angeles. The company then provided the trucks to its drivers, along with lease agreements for
11 those trucks. The drivers did not select the trucks they leased.

12 40. On information and belief, drivers who lease trucks do not submit credit
13 applications to the banks, and have no power to shop around for more favorable financing terms
14 from different potential lessors or to negotiate the price of the truck or the leasing terms offered.

15 41. On information and belief, the leases signed by California Cartage Express'
16 drivers are substantially identical to those signed by drivers for its sister California Cartage
17 Company subsidiaries. Drivers who are terminated or fall on hard financial times and cannot
18 keep up their lease payments lose their trucks, regardless of how many lease payments they have
19 made. Thus, a driver who has timely made 59 out of 60 payments under a lease, but is terminated
20 by the company and cannot make the final payment, loses the truck and his or her entire
21 investment in it, and is left with nothing.

22 42. On information and belief, the leases arranged by California Cartage Express, like
23 those of the other California Cartage Company subsidiaries, contain provisions requiring drivers
24 to haul a minimum number of loads for the company per month. If the driver fails to meet the
25 minimum, or to accept every load offered by California Cartage Express if fewer than the
26 minimum, the monthly payment increases substantially. These provisions chain both driver and
27 truck to California Cartage Express, severely restricting the ability of the drivers to take the truck
28 with them if they are terminated by California Cartage Express or if they want to pursue a better

1 opportunity in the market.

2 43. On information and belief, drivers who make it to the end of the initial lease term
3 find that they do not own the truck, and instead have the ability to purchase it for a significant
4 lump sum payment. As a result, drivers refinance their leases with a company called Bush Truck
5 Leasing, Inc. through a special program exclusive to drivers of the California Cartage Company
6 subsidiaries, including California Cartage Express.

7 44. Like the original leases, the refinanced Bush leases bind the drivers to California
8 Cartage Express, as they are expressly conditioned on the continued existence of a so-called
9 Independent Contractor Agreement between the driver and California Cartage Express. Under
10 the terms of the Bush leases, a driver whose Agreement with California Cartage Express is
11 terminated, either with or without cause, is obligated to surrender the truck (and lose his or her
12 investment in it). A driver whose Agreement is terminated can attempt to requalify for his or her
13 lease with Bush, which requires the driver to make three advance lease payments and demonstrate
14 that he or she has entered into an agreement with another Bush-approved trucking company.
15 During the requalification period, the truck stays in Bush's possession, not with the driver.
16 Alternatively, the lease provides that another driver may assume the lease and take the truck.

17 45. Unless stopped by the Court, California Cartage Express' leasing practices are
18 likely to continue in the future, as the ports recently adopted a new Clean Air Action Plan that
19 will further increase emissions standards for trucks operating at the port complex.

20 **ENFORCEMENT AUTHORITY**

21 46. Business and Professions Code section 17200, in relevant part, defines "unfair
22 competition" as "any unlawful, unfair or fraudulent business act or practice[.]"

23 47. Business and Professions Code section 17206(a), in relevant part, states: "Any
24 person who engages, has engaged, or proposes to engage in unfair competition shall be liable for
25 a civil penalty not to exceed two thousand five hundred dollars (\$2,500) for each violation, which
26 shall be assessed and recovered in a civil action brought in the name of the people of the State of
27 California . . . by any city attorney of a city having a population in excess of 750,000 . . . in any
28 court of competent jurisdiction." Business and Professions Code section 17201 states: "As used

1 in this chapter, the term person shall mean and include natural persons, corporations, firms,
2 partnerships, joint stock companies, associations and other organizations of persons.”

3 48. Pursuant to Business and Professions Code section 17203, any person who
4 engages, has engaged, or proposes to engage in unfair competition may be enjoined by any court
5 of competent jurisdiction, and the court may make such orders or judgments to prevent the use of
6 any practice that constitutes unfair competition, or as may be necessary to restore to any person in
7 interest any money or property that may have been acquired by means of such unfair competition.

8 49. Pursuant to Business and Professions Code section 17205, the remedies or
9 penalties provided for violations of the UCL are cumulative to each other, and to the remedies
10 and penalties available under all other laws of the state.

11 **FIRST CAUSE OF ACTION**

12 **VIOLATION OF UNFAIR COMPETITION LAW**

13 **AGAINST ALL DEFENDANTS (MISCLASSIFICATION)**

14 (Business & Professions Code §§ 17200, *et seq.*)

15 50. The People reallege and incorporate by reference paragraphs 1 through 49 above
16 as if set forth fully herein.

17 51. As detailed above, Defendants misclassified and continue to misclassify their truck
18 drivers as independent contractors, when those drivers are, in fact, employees. Defendants have
19 the right to, and regularly do, discharge drivers at any time with or without cause. The drivers’
20 function—hauling freight—constitutes an integral part of Defendants’ business. Defendants
21 control the overall operation by, among other things, obtaining the clients in need of trucking
22 services, and providing the workers to conduct those services. Defendants, rather than the
23 drivers, negotiate prices, schedule pickup and delivery times, and field complaints from their
24 customers. The drivers do not have their own businesses or customers, and instead exclusively
25 service Defendants’ customers. Defendants also retain absolute and unfettered discretion to
26 forbid the drivers from working for any other trucking company, and punish drivers who do so
27 without permission. The drivers have no significant opportunity for profit or loss other than
28 working more hours. The drivers are employed for extended periods of time—in many cases

1 years. Many drivers do not, or within the relevant period did not, own their trucks, and instead
2 lease or leased them under programs established specifically for California Cartage Express truck
3 drivers and for Defendants' benefit. The terms of those leases, which the drivers have no
4 opportunity to negotiate, make it practically impossible for drivers to leave Defendants and retain
5 their trucks.

6 52. By misclassifying their drivers as independent contractors, Defendants have
7 violated and continue to violate Business and Professions Code §§ 17200, *et seq.* by engaging in
8 acts of unfair competition including, but not limited to, the following:

9 a. Failing to pay Unemployment Insurance taxes in violation of
10 Unemployment Insurance Code section 976;

11 b. Failing to pay Employment Training Fund taxes in violation of
12 Unemployment Insurance Code section 976.6;

13 c. Failing to withhold State Disability Taxes in violation of Unemployment
14 Insurance Code section 984;

15 d. Failing to withhold State income taxes as required by Unemployment
16 Insurance Code section 13020;

17 e. Failing to provide workers' compensation as required by Labor Code
18 section 3700;

19 f. Failing to provide employees with itemized written statements in violation
20 of Labor Code section 226, and to maintain and provide employees with records in violation of
21 I.W.C. Wage Order 9, subsection 7;

22 g. Failing to reimburse employees for business expenses and losses in
23 violation of Labor Code section 2802;

24 h. Failing to ensure payment of the minimum wage at all times as required by
25 Labor Code section 1194 and I.W.C. Wage Order 9, subsection 4.

26 53. Due to Defendants' unlawful and unfair practices described above, Defendants
27 have obtained an unfair advantage over their competitors, deprived employees of benefits and
28 protections to which they are entitled under California law, harmed their truck driver employees,

1 harmed the general public, and deprived the State of California of payments of required taxes.

2 54. The acts of unfair competition of Defendants, and each of them, have caused
3 irreparable damage to the People of the State of California, and present a continuing threat to the
4 public's health, safety, and welfare. Accordingly, the People have no adequate remedy at law that
5 might justify denial of preliminary or permanent injunctive relief, and unless Defendants are
6 permanently enjoined and restrained by an order of this Court, they will continue to commit acts
7 of unfair competition and thereby continue to cause irreparable harm and injury to the public's
8 health, safety, and welfare.

9 **SECOND CAUSE OF ACTION**

10 **VIOLATION OF UNFAIR COMPETITION LAW**

11 **AGAINST ALL DEFENDANTS (VIOLATIONS OF TRUCKING REGULATIONS)**

12 (Business & Professions Code §§ 17200, *et seq.*)

13 55. The People reallege and incorporate by reference paragraphs 1 through 54 above
14 as if fully set forth herein.

15 56. As alleged more fully above, Defendants use the so-called "Independent
16 Contractor Agreements"—the terms of which the drivers cannot negotiate and often do not even
17 understand because agreements are printed only in English—to control and oppress their drivers.

18 57. Defendants, and each of them, have violated, and continue to violate, the UCL by
19 engaging in the unlawful business acts and practices of requiring their drivers to sign, and operate
20 under, agreements with Defendants that do not clearly state on the face of the agreement or in an
21 attached addendum the amount to be paid by Defendants for equipment and services, in violation
22 of federal truck leasing regulations codified at 49 CFR § 376.12.

23 58. Due to Defendants' unlawful and unfair practices described above, Defendants
24 have obtained an unfair advantage over their competitors, and have controlled, harmed, and
25 oppressed their employee drivers.

26 59. The acts of unfair competition of Defendants, and each of them, have caused
27 irreparable damage to the People of the State of California, and present a continuing threat to the
28 public's health, safety, and welfare. Accordingly, the People have no adequate remedy at law that

1 might justify denial of preliminary or permanent injunctive relief, and unless Defendants are
2 permanently enjoined and restrained by an order of this Court, they will continue to commit acts
3 of unfair competition and thereby continue to cause irreparable harm and injury to the public's
4 health, safety, and welfare.

5 **PRAYER FOR RELIEF**

6 Wherefore, the People pray for the following relief:

7 1. Pursuant to Business and Professions Code sections 17203 and 17204, and the
8 equitable powers of the Court, that Defendants, together with their officers, employees, servants,
9 agents, partners, associates, representatives, and all persons acting on behalf of or in concert with
10 them, be permanently enjoined from engaging in unfair competition as defined in Business and
11 Professions Code section 17200, including, but not limited to, the acts and practices alleged in
12 this complaint, and be required to take such actions, and adopt such measures, as are necessary to
13 prevent Defendants from engaging in further such acts and practices;

14 2. Pursuant to Business and Professions Code sections 17203 and 17204, that
15 Defendants be ordered to make restitution of any and all money or property that Defendants
16 acquired or retained by means of their UCL violations;

17 3. Pursuant to Business and Professions Code section 17206, Defendants be assessed
18 a civil penalty of up to \$2,500 for each violation of the UCL;

19 4. The People recover the costs of this action; and

20 5. The People be granted such other and further relief as this Court may deem to be
21 just and proper.

22
23 Dated: January 8, 2018

OFFICE OF THE LOS ANGELES CITY ATTORNEY

24
25 By: 

MICHAEL N. FEUER

Attorneys for Plaintiff,

THE PEOPLE OF THE STATE OF CALIFORNIA

FOR COURT USE ONLY

FILEDSuperior Court of California
County of Los Angeles

JAN 08 2018

Sherri R. Carter, Executive Officer/Clerk

By  Deputy
Shalmya Bolden

BC 689320

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Christopher S. Munsey, Deputy City Attorney (SBN 267061)

Office of the Los Angeles City Attorney
City Hall, 200 North Spring Street, 14th Floor
Los Angeles, California 90012

TELEPHONE NO.: (213) 978-1846

FAX NO.: (213) 978-1312

ATTORNEY FOR (Name): The People of the State of California

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS: Same

CITY AND ZIP CODE: Los Angeles 90012

BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:

People v. Cal Cartage Transportation Express LLC, 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:

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): 2

5. This case ☐ is ☒ is not a class action suit.

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

Date: January 8, 2018

Christopher S. Munsey, Deputy City Attorney

(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.

Page 1 of 2

ORIGINAL

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

ORIGINAL

SHORT TITLE: People v. Cal Cartage Transportation Express LLC	CASE NUMBER: BC 6 8 9 3 2 0
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

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

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|---|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle. | 7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
|--|---|

Auto
Tort

Other Personal Injury/ Property
Damage/ Wrongful Death Tort

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

SHORT TITLE: People v. Cal Cartage Transportation Express LLC	CASE NUMBER
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Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property
Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	☒ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1, 2, 3
Defamation (13)	☐ A6010 Defamation (slander/libel)	1, 2, 3
Fraud (16)	☐ A6013 Fraud (no contract)	1, 2, 3
Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Wrongful Termination (36)	☐ A6037 Wrongful Termination	1, 2, 3
Other Employment (15)	☐ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	1, 2, 3 10
Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case ☐ A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1, 2, 5, 8
Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2, 6
Other Real Property (26)	☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer- Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: People v. Cal Cartage Transportation Express LLC	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus ☐ A6152 Writ - Mandamus on Limited Court Case Matter ☐ A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	☐ A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment ☐ A6160 Abstract of Judgment ☐ A6107 Confession of Judgment (non-domestic relations) ☐ A6140 Administrative Agency Award (not unpaid taxes) ☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax ☐ A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
	RICO (27)	☐ A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only ☐ A6040 Injunctive Relief Only (not domestic/harassment) ☐ A6011 Other Commercial Complaint Case (non-tort/non-complex) ☐ A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment ☐ A6123 Workplace Harassment ☐ A6124 Elder/Dependent Adult Abuse Case ☐ A6190 Election Contest ☐ A6110 Petition for Change of Name/Change of Gender ☐ A6170 Petition for Relief from Late Claim Law ☐ A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

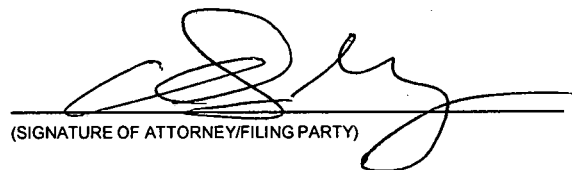
SHORT TITLE: People v. Cal Cartage Transportation Express LLC	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which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

REASON: ☐ 1. ☐ 2. ☒ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11.			ADDRESS: 2401 East Pacific Coast Highway
CITY: Wilmington	STATE: CA	ZIP CODE: 90744	

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

Dated: January 8, 2018


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

01/08/2018