

Danielle Hultenius Moore (SBN 232480)

E-Mail: dmoore@fisherphillips.com

Aaron F. Olsen (SBN 224947)

E-Mail: aolsen@fisherphillips.com

Julia F. Drury (SBN 340767)

E-Mail: jdrury@fisherphillips.com

FISHER & PHILLIPS LLP

4747 Executive Drive, Suite 1000

San Diego, California 92121

Telephone: (858) 597-9600

Facsimile: (858) 597-9601

Attorneys for Defendant,
International Paper Company

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

EDWARD HOLLINGSWORTH, an
individual,

Plaintiff,

v.

RANDSTAD US, LLC, a
corporation; INTERNATIONAL
PAPER COMPANY, a corporation;
and DOES 1 through 10 inclusive,

Defendants.

Case No.:

*[Previously known as Tulare Superior
Court Case No. VCU309347]*

**DECLARATION OF AARON F.
OLSEN IN SUPPORT OF
DEFENDANT'S NOTICE AND
PETITION FOR REMOVAL OF
ACTION UNDER 28 U.S.C.
SECTIONS 1332, 1441 AND 1446**

State Complaint Filed: May 23, 2024
Trial Date: None Set

Case No.:

OLSEN DECLARATION IN SUPPORT OF DEFENDANT INTERNATIONAL PAPER
COMPANY'S NOTICE AND PETITION FOR REMOVAL

1 I, Aaron F. Olsen, declare as follows:

2 1. I am an attorney at law, licensed to practice in the State of California
3 and before this Court. I am a partner with Fisher & Phillips LLP, counsel of record
4 for INTERNATIONAL PAPER COMPANY (“Defendant”) in this case and make
5 this declaration in support of Defendant’s Notice of Removal under 28 U.S.C. §§
6 1332, 1441, and 1446. All of the information set forth herein is based on my
7 personal and first-hand knowledge except where indicated, and if called and sworn
8 as a witness, I could and would testify competently thereto.

9 2. On information and belief, on or about May 23, 2024, Plaintiff filed a
10 Complaint in Tulare County Superior Court. A true and correct copy of the
11 Complaint is attached hereto as **Exhibit A**.

12 3. I have been informed that on May 30, 2024, Plaintiff served a copy of
13 the Summons and Complaint and related papers on International Paper Company’s
14 registered agent for service of process. True and correct copies of the Summons,
15 Civil Case Cover Sheet, and Alternative Dispute Resolution Package are attached
16 as **Exhibit B**.

17 4. The Complaint (**Exhibit A**), Summons, Civil Case Cover Sheet, and
18 Alternative Dispute Resolution Package (**Exhibit B**) are the only pleadings,
19 process, or orders that have been served upon Defendant.

20 5. On June 28, 2024, Defendant filed its Answer and Affirmative
21 Defenses to Plaintiff’s Unverified Complaint. A true and correct copy is attached
22 as **Exhibit C**.

23 6. I am aware that on April 12, 2024, Plaintiff sent a letter to International
24 Paper Company and Randstad, US LLC demanding \$495,000 to settle this matter.
25 In the letter, Plaintiff claimed that he was entitled to economic damages including
26 back pay and front pay, plus benefits and medical expenses. He also claimed that
27 he was entitled to non-economic damages, which included significant emotional
28 distress. Plaintiff highlighted that juries frequently award eight and nine figure

1 Case No.:

OLSEN DECLARATION IN SUPPORT OF DEFENDANT INTERNATIONAL PAPER
COMPANY’S NOTICE AND PETITION FOR REMOVAL

1 verdicts against employers in favor of plaintiffs with low economic damages by
2 citing to several recent cases. Plaintiff concluded that damages in this case could
3 easily total over \$1,000,000, not including punitive damages or attorneys' fees and
4 costs.

5 7. I have spoken to counsel for Randstad US, LLC and I have been
6 informed that Randstad US, LLC consents to removal of this case to the United
7 States District Court Eastern District of California.

8 8. Written notice of Defendant's Notice of Removal and Removal in the
9 United States District Court for the Eastern District of California will be served on
10 Plaintiff's counsel of record. A copy of the Notice to Adverse Party of Removal of
11 Action to Federal Court is attached to the Notice as **Exhibit 1** (without exhibits
12 because the Notice is the exhibit). In addition, a copy of this Notice of Removal
13 and Removal will be filed with the Clerk of the Court in the Superior Court for the
14 State of California, County of Tulare. A copy of the Notice to State Court of
15 Removal of Action to Federal Court is attached to the Notice as **Exhibit 2** (without
16 exhibits because the Notice is the exhibit).

17
18 /s/ Aaron F. Olsen
19 Aaron F. Olsen
20
21
22
23
24
25
26
27
28

EXHIBIT “A”

For All Purposes

AARON N. COLBY (State Bar No. 247339)
aaron@colbylegal.com
ZOE YUZNA (State Bar No. 268496)
zoe@colbylegal.com
COLBY LAW FIRM, PC
13263 Ventura Boulevard, Suite 203
Studio City, California 91604
Telephone: (818) 253-1599
Fax: (818) 475-1981

Attorneys for Plaintiff
EDWARD HOLLINGSWORTH

ELECTRONICALLY FILED
Superior Court of California,
County of Tulare
05/23/2024

By: Vanessa Minguella,
Deputy Clerk

Case Management Conference

09/23/2024 08:30 AM - Department 02

To obtain an ADR packet please visit the court's website.

<https://www.tulare.courts.ca.gov/divisions/civil>

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

EDWARD HOLLINGSWORTH, an individual,

Plaintiff,

vs.

RANDSTAD US, LLC, a corporation;
INTERNATIONAL PAPER COMPANY, a
corporation; and DOES 1 through 10 inclusive,

Defendant.

Case No. VCU309347

PLAINTIFF'S COMPLAINT FOR:

1. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
2. **DISCRIMINATION IN VIOLATION OF GOVERNMENT CODE SECTION 12940(a)**
3. **FAILURE TO PREVENT IN VIOLATION OF GOVERNMENT CODE SECTION 12940(k)**
4. **FAILURE TO ENGAGE IN INTERACTIVE PROCESS IN VIOLATION OF GOVERNMENT CODE SECTION 12940(n)**
5. **FAILURE TO PROVIDE ACCOMMODATION IN VIOLATION OF GOVERNMENT CODE SECTION 12940(m)**
6. **RETALIATION FOR REQUESTING ACCOMMODATION IN VIOLATION OF GOVERNMENT CODE SECTION 12940(m)**
7. **RETALIATION FOR REFUSING AND/OR COMPLAINING ABOUT ILLEGAL CONDUCT IN VIOLATION OF LABOR CODE SECTION 1102.5**
8. **INVASION OF PRIVACY (DRUG TESTING)**

JURY TRIAL DEMANDED

PLAINTIFF'S COMPLAINT FOR DAMAGES

1 Plaintiff EDWARD HOLLINGSWORTH ("Plaintiff") alleges and complains against Defendants
2 Randstad US, LLC, International Paper Company, and Does 1 through 10 (collectively, "Defendant") as
3 follows:

4 **PARTIES | JURISDICTION | VENUE**

5 1. Defendant Randstad US, LLC operates a staffing agency business that provides workers to
6 organizations, including Defendant International Paper Company. While Defendant Randstad US, LLC
7 is the employer of record, their clients (like Defendant International Paper) control and direct the Randstad
8 US, LLC employees on a day-to-day basis.

9 2. Defendant conducts business in the State of California.

10 3. Under California Code of Civil Procedure section 395(a), venue is proper in this County
11 because Defendant resides in this County and/or Plaintiff's alleged injuries herein occurred in this County.

12 4. The true names and capacities of the defendants named herein as Does 1 through 10,
13 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore
14 sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474.
15 Plaintiff believes that all of the Doe defendants are California residents. Plaintiff will amend this
16 Complaint to show such true names and capacities when they have been determined. Defendant and Doe
17 Defendants are collectively referred to as "Defendant," "Defendants" or "Defendant Employers."

18 5. Plaintiff believes that, at all times relevant herein, each defendant designated, including
19 Does 1 through 10, was the agent, managing agent, principal, owner, partner, joint venturer, representative,
20 manager, servant, employee, and/or co-conspirator of each of the other defendants, and was at all times
21 mentioned herein acting within the course and scope of said agency and employment, and that all acts or
22 omissions alleged herein were duly committed with the ratification, knowledge, permission,
23 encouragement, authorization, and consent of each defendant designated herein.

24 6. Defendant, and each of them, acted in concert with one another to commit the wrongful
25 acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts
26 alleged herein, and/or attempted to do so, including pursuant to Government Code section 12940(i).
27 Defendant, and each of them, formed and executed a conspiracy or common plan pursuant to which they
28 would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and

pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

ALTER EGO | AGENCY | JOINT EMPLOYER

7. There exists such a unity of interest and ownership between Defendant Employers that the individuality and separateness of Defendant Employers have ceased to exist. At all times relevant hereto, Defendant Employers, and each of them, were the agents, employees, managing agents, supervisors, coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendant Employers, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or joint venture and with the permission and consent of each of the other Defendant Employers. Whenever and wherever reference is made in this complaint to any act or failure to act by a defendant or co-defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

8. Plaintiff believes Defendant Employers were both Plaintiff's joint employer and are liable under the joint employer and single enterprise theories. *See Laird v. Capital Cities* (1998) 68 Cal.App.4th 727, 737-38 (four factors to prove single enterprise are "interrelation of operations, common management, centralized control of labor relations, and common ownership or financial control. ... Although courts consider the four factors together, they often deem centralized control of labor relations the most important."); *see also Vernon v. State of California* (2004) 116 Cal.App.4th 114, 128 (separate entities can also be deemed a "joint employer" by having the right to control the employment relationship, as evaluated by focusing on "an examination of defendant's role with respect to the right to hire, fire, transfer, promote, discipline, set the terms, conditions and privileges of employment, train and pay the plaintiff.")).

9. Defendant Employers were Plaintiff's employers, joint employers and/or special employers within the meaning of Government Code sections 12926 (d), 12940 (a),(h),(1), (h)(3)(A), (i), and, 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of this Court. Defendant Employers were Plaintiff's employers, joint employers and/or special employers within the meaning of the Labor Code and the applicable Industrial Welfare Commission Order, and are each an "employer or other person acting on behalf of an employer" as such term is used in Labor Code sections 558 and/or 558.1, and liable to Plaintiff on that basis. Defendant Employers are Plaintiff's joint

1 employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendant Employers.
2 Plaintiff performed services for each and every one of Defendant Employers, and to the mutual benefit
3 of all Defendant Employers, and all Defendant Employers shared control of Plaintiff as an employee,
4 either directly or indirectly, and the manner in which Defendant Employers' business was and is
5 conducted.

6 10. Labor Code section 558.1 provides that an employer or "other person acting on behalf of
7 an employer" who violates certain California wage and hour laws "may be held liable as the employer for
8 such violation." Labor Code section 558.1 defines "other person acting on behalf of an employer" as a
9 "natural person who is an owner, director, officer, or managing agent" of the employer. Labor Code
10 section 558.1(b). *See* Labor Code section 558(a) (authorizing civil penalties against "any employer or
11 other person acting on behalf of an employer" who causes overtime pay violations to occur."); *see Atempa*
12 *v. Pedrazzani*, 27 Cal.App.5th 809, 823-824 (2018); Labor Code section 1197.1 ("Any employer or other
13 person acting either individually or as an officer, agent, or employee of another person" for failure to pay
14 minimum wages."); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089 (2005) ("aggrieved employees may
15 ... maintain civil actions to recover such penalties"); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089, fn.
16 10 (2005) (alter ego doctrine may be used in wage claim actions to impose liability on controlling directors
17 and shareholders); *see* Government Code section 12925(d) (defining "Person" as one or more individuals,
18 partnerships, associations, corporations, limited liability companies, legal representatives, trustees,
19 trustees in bankruptcy, and receivers or other fiduciaries).

20 11. Despite the formation of purported corporate existence, Defendant Employers are, in
21 reality, one and the same, including, but not limited to because: (a) Defendant Employers are completely
22 dominated and controlled by one another, who personally committed the frauds and violated the laws as
23 set forth in this complaint, and who have hidden and currently hide behind Defendant Employers to
24 perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose; (b)
25 Defendant Employers derive actual and significant monetary benefits by and through one another's
26 unlawful conduct, and by using one another as the funding source for their own personal expenditures;
27 (c) Defendant Employers, while really one and the same, were segregated to appear as though separate
28 and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other

wrongful or inequitable purpose; (d) Defendant Employers does not comply with all requisite corporate formalities to maintain a legal and separate corporate existence; (e) the business affairs of Defendant Employers are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Defendant Employers are, and at all times relevant hereto were, used by one another as a mere shell and conduit for the conduct of certain of Defendant Employers' affairs, and are, and were, the alter ego of one another. The recognition of the separate existence of each of the Defendant Employers would not promote justice, in that it would permit Defendant Employers to insulate themselves from liability to Plaintiff for violations of the law. The corporate existence of Defendant Employers should each be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein. Accordingly, Defendant Employers constitute the alter ego of one another, and the fiction of their separate corporate existence must be disregarded.

ADMINISTRATIVE EXHAUSTION

12. Plaintiff exhausted administrative requirements for Plaintiff's claims.

13. On May 23, 2024, Plaintiff filed a complaint with the California Civil Rights Department (CRD) (formerly known as the Department of Fair Employment and Housing (DFEH)) setting forth the allegations and claims herein. Plaintiff obtained an immediate Right to Sue from the CRD.

FACTUAL ALLEGATIONS

14. **Plaintiff's Hire & Job Details.** On or about September 9, 2023, Defendant hired Plaintiff Edward Hollingsworth as an employee in the job position of General Labor/Machine Op Assistant to for International Paper Company at 111 North Anderson Road, Exeter, California 93221. Exhibit 1.

15. Defendant classified Plaintiff as a non-exempt employee paid at \$18 per hour. Exhibit 1. Plaintiff's work schedule was typically 12 hour shifts three to four days per week.

16. Plaintiff reported to Randstad Temp Agent *Nicole Pompa* and Market Manager *Richard Cristobal*, along with International Paper Superintendent *Armando Maldonado*.

17. Plaintiff's job duties included operating the back folding machine. There is nothing in the assignment form about the job being a safety-sensitive or dangerous position or requiring any drug testing. Exhibit 1.

1 18. On hire, Randstad issued Plaintiff a drug test which he passed. Nicole Pompa told Plaintiff
2 that “THC was fine” after seeing a small amount of THC in Plaintiff’s test results, and commented to
3 Plaintiff: “wow, you really don’t smoke much at all do you.”

4 19. **Plaintiff Is Injured At Work And Seeks Workers’ Compensation Benefits.** On
5 September 29, 2023, Plaintiff was injured at work while stacking boxes, and the constant movement and
6 over usage of the muscles turned into lasting back and arm pain. Plaintiff told International Paper
7 Company’s Converting Supervisor *Jose Sandoval* about the injury. Jose Sandoval told Plaintiff to go
8 home until he felt better. Plaintiff took three days off work and tried to return but was told by Armando
9 Maldonado to go home because he was not cleared to return to work

10 20. On October 10, 2023, Plaintiff texted Nicole Pompa about seeing the workers’
11 compensation doctor for his injury. Exhibit 2. Nicole Pompa directed Plaintiff to complete the
12 “Employee’s Description of Incident” form at the workers’ compensation clinic, which Plaintiff did.
13 Exhibit 3

14 21. On October 11, 2023, Plaintiff was treated for his injury at the workers’ compensation
15 clinic, which put him on, “*modified work status from today’s date of October 11, 2023 follow-up in a*
16 *week with limitations of limited use of the hands, no forceful grasping, limited pushing and pulling. No*
17 *lifting over 20 pounds.*” Exhibit 4. Plaintiff communicated this to Nicole Pompa. Exhibit 2.

18 22. On October 23, 2023, Plaintiff attended a follow-up appointment for his injury at the
19 workers’ compensation clinic, which put him on, “*modified work status from today’s day of October 23,*
20 *2023, follow up in two weeks with limitations on limited use for the right hand, limited pushing and pulling*
21 *and no loafing over 20 pounds. No forceful grasping.*” Exhibit 5. This was apparently too much for
22 Defendant because instead of accommodating, they came up with a pretext to fire Plaintiff.

23 23. **Wrongful Termination (Discrimination & Retaliation).** On or October 23, 2023,
24 Defendant fired Plaintiff. Richard Cristobal called Plaintiff and told him that Plaintiff could not return to
25 work with modified light duty because Plaintiff had failed a drug test administered by the workers’
26 compensation clinic when Plaintiff first went for treatment. Plaintiff told Richard Cristobal that any traces
27 of THC were from before Plaintiff started working for Defendant because Plaintiff had not used cannabis
28 since he started to work for Defendant.

24. Defendant's reason for firing Plaintiff is a transparent pretext for a wrongful termination. It is also illegal.

25. A substantial motivating reason for Defendant's decision to terminate Plaintiff's employment was Plaintiff's protected classes (disability) and/or protected conduct (seeking a reasonable accommodation and seeking workers' compensation treatment), as alleged herein. A contributing factor in Defendant's decision to terminate Plaintiff's employment was Plaintiff's protected conduct, as alleged herein.

26. Plaintiff did not consent to a mid-employment drug test and had a reasonable expectation of privacy that Defendant violated by requiring him to submit to a drug test in response to seeking treatment at the workers' compensation clinic. The circumstances of Plaintiff's injury did not involve any misuse of equipment, violation of policy, negligence, or anything else that would even hint that Plaintiff was under the influence at work. The drug test was therefore illegal.

FIRST CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

27. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

28. The elements of a claim for wrongful termination in violation of public policy are (1) an employer-employee relationship, (2) the employer terminated the plaintiff's employment, (3) the termination was substantially motivated by a violation of public policy, and (4) the discharge caused the plaintiff harm. *See Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167; *see Yau v. Allen* (2014) 229 Cal.App.4th 144, 154.

29. Plaintiff is informed and believes that any one of the alleged violations of California statutes and public policy listed herein was a substantial motivating reason for Plaintiff's termination of employment.

30. The actions of Defendant as alleged herein constitute multiple and independent violations (or Plaintiff reasonably believed in good faith the actions constituted multiple and independent violations) of California statutes and public policy, including:

- California Government Code § 12940(a) (discrimination)
- California Government Code § 12940(h) (FEHA retaliation)

- 1 • California Government Code § 12940(k) (failure to prevent)
- 2 • California Government Code § 12940(n) (interactive process)
- 3 • California Labor Code § 1102.5 (illegal conduct retaliation)

4 31. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was harmed,
5 and the termination of employment was a substantial factor in causing Plaintiff's harm.

6 32. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has lost, and
7 will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other
8 actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the
9 jurisdictional minimum of this Court.

10 33. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was and is
11 mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated.
12 As a result of the acts of Defendant, Plaintiff suffered harm to Plaintiff's reputation and claims general
13 damages for such mental and physical distress and aggravation in a sum in excess of the jurisdictional
14 minimum of this Court.

15 34. The actions alleged herein were taken by managing agents and/or officers of Defendant
16 and/or ratified by managing agents and/or officers of Defendant, including but not limited to Richard
17 Cristobal, Nicole Pompa, and/or Armando Maldonado, and said managing agents and/or officers of
18 Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code
19 section 3294. As such, Plaintiff is entitled to an award of punitive damages.

20 **SECOND CAUSE OF ACTION**

21 **DISCRIMINATION IN VIOLATION OF GOVERNMENT CODE SECTION 12940(a)**

22 35. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

23 36. At all times mentioned herein, California Government Code section 12940 *et seq.* was in
24 full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

25 37. California Government Code section 12940(a) makes it unlawful for "an employer,
26 because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability,
27 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
28 age, sexual orientation, or veteran or military status of any person, to refuse to hire or employ the person

1 or to refuse to select the person for a training program leading to employment, or to bar or to discharge
2 the person from employment or from a training program leading to employment, or to discriminate against
3 the person in compensation or in terms, conditions, or privileges of employment.”

4 38. Plaintiff’s disability was a substantial motivating factor for Defendant’s decision to
5 terminate Plaintiff’s employment as alleged herein.

6 39. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has lost, and
7 will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other
8 actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the
9 jurisdictional minimum of this Court.

10 40. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was and is
11 mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated.
12 As a result of the aforesaid acts of Defendant, Plaintiff suffered harm to Plaintiff’s reputation and claims
13 general damages for such mental and physical distress and aggravation in a sum in excess of the
14 jurisdictional minimum of this Court.

15 41. The actions alleged herein were taken by managing agents and/or officers of Defendant
16 and/or ratified by managing agents and/or officers of Defendant, including but not limited to Richard
17 Cristobal, Nicole Pompa, and/or Armando Maldonado, and said managing agents and/or officers of
18 Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code
19 section 3294. As such, Plaintiff is entitled to an award of punitive damages.

20 42. As a proximate result of the wrongful acts of Defendant, Plaintiff has been forced to hire
21 attorneys to prosecute the claims herein, and has incurred and is expected to continue to incur attorneys’
22 fees and costs in connection therewith. Plaintiff is entitled to recover attorneys’ fees and costs under
23 California Government Code section 12965(b).

24 **THIRD CAUSE OF ACTION**

25 **FAILURE TO PREVENT HARASSMENT AND/OR DISCRIMINATION IN VIOLATION OF**
26 **GOVERNMENT CODE SECTION 12940(k)**

27 43. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

28 ///

1 44. At all times mentioned herein, California Government Code section 12940 *et seq.* was in
2 full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

3 45. California Government Code section 12940(k) makes it illegal “For an employer...to fail
4 to take all reasonable steps necessary to prevent discrimination and harassment from occurring.”

5 46. Defendant failed to take all reasonable steps necessary to prevent the discrimination that
6 Plaintiff suffered, as alleged herein, and other conduct according to proof.

7 47. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has lost, and
8 will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other
9 actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the
10 jurisdictional minimum of this Court.

11 48. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was and is
12 mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated.
13 As a result of the aforesaid acts of Defendant, Plaintiff suffered harm to Plaintiff’s reputation and claims
14 general damages for such mental and physical distress and aggravation in a sum in excess of the
15 jurisdictional minimum of this Court.

16 49. The actions alleged herein were taken by managing agents and/or officers of Defendant
17 and/or ratified by managing agents and/or officers of Defendant, including but not limited to Richard
18 Cristobal, Nicole Pompa, and/or Armando Maldonado, and said managing agents and/or officers of
19 Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code
20 section 3294. As such, Plaintiff is entitled to an award of punitive damages.

21 50. As a proximate result of the wrongful acts of Defendant, Plaintiff has been forced to hire
22 attorneys to prosecute the claims herein, and has incurred and is expected to continue to incur attorneys’
23 fees and costs in connection therewith. Plaintiff is entitled to recover attorneys’ fees and costs under
24 California Government Code section 12965(b).

25 ///

26 ///

27 ///

28 ///

FOURTH CAUSE OF ACTION

**FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF
GOVERNMENT CODE SECTION 12940(n)**

51. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

52. At all times mentioned herein, California Government Code section 12940 *et seq.* was in full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

53. California Government Code section 12940(n) makes it illegal for an “employer or other entity to fail to engage in a timely, good faith, interactive process with the employee ... to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee ...with a known physical or mental disability or known medical condition.” *See also* Cal. Code of Regs., tit. 2, section 11069.

54. At all times relevant herein, Defendant was aware of Plaintiff’s disability and how it affected Plaintiff’s major life activity of working.

55. Plaintiff was willing to participate in an interactive process to determine whether reasonable accommodations; however, Defendant failed to participate in a timely good-faith interactive process with Plaintiff to determine whether reasonable accommodations could be made, as alleged herein.

56. As a direct and proximate result of this illegal behavior by Defendant, Plaintiff has suffered the loss of Plaintiff’s job, loss of compensation, loss of job benefits, humiliation, mental anguish, and severe emotional and physical distress, in an amount to be proven at trial.

57. In so doing, said managing agents and/or officers of Defendant, including Richard Cristobal, Nicole Pompa, and/or Armando Maldonado, acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

58. Government Code section 12965(b) permits the award of reasonable attorneys’ fees to a plaintiff that successfully pursues a FEHA claim. Plaintiff has and will continue to incur attorneys’ fees in the pursuit of this action. As such, Plaintiff is entitled to an award of reasonable attorneys’ fees.

///

///

FIFTH CAUSE OF ACTION

**FAILURE TO PROVIDE REASONABLE ACCOMMODATION IN VIOLATION OF
GOVERNMENT CODE SECTION 12940(m)**

59. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

60. At all times mentioned herein, California Government Code section 12940 *et seq.* was in full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

61. California Government Code section 12940(m)(1) makes it illegal for an “employer ... to fail to make reasonable accommodation for the known physical or mental disability of an ... employee.” *See also* Cal. Code of Regs., tit. 2, section 11068.

62. At all times relevant herein, Defendant was aware of Plaintiff’s disability and how it affected Plaintiff’s major life activity of working.

63. Plaintiff would have been able to perform Plaintiff’s essential job duties with reasonable accommodations. However, Defendant failed to provide Plaintiff with reasonable accommodations, as alleged herein.

64. As a direct and proximate result of this illegal behavior by Defendant, Plaintiff has suffered the loss of Plaintiff’s job, loss of compensation, loss of job benefits, humiliation, mental anguish, and severe emotional and physical distress, in an amount to be proven at trial.

65. In so doing, said managing agents and/or officers of Defendant, including Richard Cristobal, Nicole Pompa, and/or Armando Maldonado, acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

66. Government Code section 12965(b) permits the award of reasonable attorneys’ fees to a plaintiff that successfully pursues a FEHA claim. Plaintiff has and will continue to incur attorneys’ fees in the pursuit of this action. As such, Plaintiff is entitled to an award of reasonable attorneys’ fees.

///

///

///

///

SIXTH CAUSE OF ACTION

**RETALIATION FOR REQUESTING REASONABLE ACCOMMODATIONS IN
VIOLATION OF GOVERNMENT CODE SECTION 12940(m)**

67. Plaintiff incorporates by reference all preceding and subsequent paragraphs

68. At all times mentioned herein, California Government Code section 12940 *et seq.* was in full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

69. California Government Code section 12940(m)(2) makes it illegal for an “employer ... to, in addition to the employee protections provided pursuant [California Government Code section 12940(h)], retaliate or otherwise discriminate against a person for requesting accommodation under this subdivision, regardless of whether the request was granted.” *See also* Cal. Code of Regs., tit. 2, section 11068.

70. At all times relevant herein, Defendant was aware of Plaintiff’s disability and how it affected Plaintiff’s major life activity of working.

71. During Plaintiff’s employment with Defendant, Plaintiff engaged in protected activities and conduct as alleged herein.

72. Defendant took adverse actions against Plaintiff alleged herein, at least in substantial part, in retaliation for Plaintiff’s protected activities set forth herein.

73. As a direct and proximate result of this illegal behavior by Defendant, Plaintiff has suffered the loss of Plaintiff’s job, loss of compensation, loss of job benefits, humiliation, mental anguish, and severe emotional and physical distress, in an amount to be proven at trial.

74. The actions alleged herein were taken by managing agents and/or officers of Defendant, including but not limited to Richard Cristobal, Nicole Pompa, and/or Armando Maldonado and/or ratified by managing agents and/or officers of Defendant. In so doing, Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

75. Government Code section 12965(b) permits the award of reasonable attorneys’ fees to a Plaintiff that successfully pursues a FEHA claim. Plaintiff has and will continue to incur attorneys’ fees in the pursuit of this action. As such, Plaintiff is entitled to an award of reasonable attorneys’ fees.

SEVENTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5

76. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

77. California Labor Code section 1102.5(a) states that an “employer, or any person acting on behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.”

78. California Labor Code section 1102.5(b) states that an “employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, to a government or law enforcement agency, or because the employer believes that the employee disclosed or may disclose information . . . to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance . . . if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.”

79. California Labor Code section 1102.5(c) states that an “employer, or any person acting on behalf of the employer, shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.”

80. California Labor Code section 1102.5(d) states that an “employer, or any person acting on behalf of the employer, shall not retaliate against an employee for having exercised his or her rights under subdivision (a), (b), or (c) in any former employment.”

///

1 81. California Labor Code section 1102.6 states that “[i]n a civil action or administrative
2 proceeding brought pursuant to Section 1102.5, once it has been demonstrated by a preponderance of the
3 evidence that an activity proscribed by Section 1102.5 was a contributing factor in the alleged prohibited
4 action against the employee, the employer shall have the burden of proof to demonstrate by clear and
5 convincing evidence that the alleged action would have occurred for legitimate, independent reasons even
6 if the employee had not engaged in activities protected by Section 1102.5.”

7 82. California Labor Code section 1102.8(a) states that “[a]n employer shall prominently
8 display in lettering larger than size 14 point type a list of employees’ rights and responsibilities under the
9 whistleblower laws, including the telephone number of the whistleblower hotline described in Section
10 1102.7.”

11 83. Plaintiff is informed and believes that Plaintiff’s protected conduct as alleged herein was a
12 contributing factor in Defendant’s decision to terminate Plaintiff’s employment, and Plaintiff alleges that
13 Defendant’s conduct was a contributing factor in causing Plaintiff’s harm as alleged herein.

14 84. Plaintiff reasonably believed and continues to believe that each of Plaintiff’s complaints
15 related to illegal actions taken by Defendant.

16 85. As a proximate result of the aforesaid acts, Plaintiff has lost, and will continue to lose,
17 substantial earnings, promotional opportunities, fringe benefits and has suffered and/or will suffer other
18 actual, consequential and incidental financial losses, in an amount to be proven at trial.

19 86. As a proximate result of the aforesaid acts, Plaintiff has become mentally upset, distressed,
20 embarrassed, humiliated, and aggravated in a sum to be proven at the time of trial.

21 87. California Labor Code section 1102.5(f) states that in “addition to other penalties, an
22 employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten
23 thousand dollars (\$10,000) for each violation of this section.”

24 88. California Labor Code section 1102.5(j) states that the “court is authorized to award
25 reasonable attorney’s fees to a plaintiff who brings a successful action for a violation of these provisions.”
26 Plaintiff will continue to incur attorneys’ fees in the pursuit of this action. As such, Plaintiff is entitled to
27 an award of reasonable attorneys’ fees.

28 ///

89. California Labor Code section 1103 states that “[a]n employer or any other person or entity that violates this chapter is guilty of a misdemeanor punishable, in the case of an individual, by imprisonment in the county jail not to exceed one year or a fine not to exceed one thousand dollars (\$1,000) or both that fine and imprisonment, or, in the case of a corporation, by a fine not to exceed five thousand dollars (\$5,000).”

90. California Labor Code section 1105 states that “Nothing in this chapter shall prevent the injured employee from recovering damages from his employer for injury suffered through a violation of this chapter.”

91. The actions alleged herein were taken by managing agents and/or officers of Defendant, including but not limited to Richard Cristobal, Nicole Pompa, and/or Armando Maldonado ratified by managing agents and/or officers of Defendant. In so doing, Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

EIGHTH CAUSE OF ACTION

INVAISON OF PRIVACY (DRUG TESTING)

92. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

93. California Constitution, Article 1, Section 8 (privacy) states, “All people are by nature free and independent and have inalienable rights. Among these are enjoying and defending life and liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness and privacy....”

94. The right to drug test under the California Constitution is evaluated by balancing the employee's reasonable expectation of privacy against the employer's legitimate interests in imposing the test. If a drug test is not triggered by a reasonable belief – known as “reasonable suspicion” – that the employee is under the influence of drugs, the employee may have a stronger reason to expect to maintain his/her privacy and therefore an employer may not have a right to demand the test.

///

///

///

1 95. In *Kraslawsky v. Upper Deck, Inc.* (1997) 56 Cal.App.4th 179, there was a factual dispute
2 over whether an employer had reason to believe an employee was impaired, and evidence that the
3 supervisors who requested the test bore the employee some personal animosity that could have affected
4 their decision. The court found the existence of reasonable belief was relevant to determining the
5 constitutionality of the employer's drug test demand.

6 96. Reasonable suspicion is more than mere suspicion. Reasonable suspicion requires further
7 investigation and is based on facts and observations. Specific objective facts and rational inferences drawn
8 from those facts must justify reasonable suspicion.

9 97. Defendant violated Plaintiff's right to privacy by forcing Plaintiff to submit to a drug test
10 as alleged herein.

11 98. Plaintiff had a reasonable expectation of privacy, without circumstances supporting
12 reasonable suspicion required for drug testing.

13 99. Employee drug testing programs implicate privacy interests protected by the California
14 Constitution.

15 100. Defendant intentionally intruded on Plaintiff's privacy without justification.

16 101. Defendant's intrusion into Plaintiff's privacy is highly offensive to reasonable persons.

17 **JURY TRIAL DEMANDED**

18 Plaintiff demands a jury as to all causes of action.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff prays judgment against Defendant as follows:

- 21 a. For general economic damages according to proof;
22 b. For general non-economic damages according to proof;
23 c. For special damages according to proof;
24 d. For penalties where provided by law;
25 e. For punitive damages where allowed by law;
26 f. For prejudgment interest pursuant to California Labor Code section 218.6, California
27 Civil Code section 3287 and/or California Civil Code section 3288 and/or any other
28 provision of law providing for prejudgment interest;

- g. For attorneys' fees where allowed by law;
- h. For costs of suit incurred herein; and
- i. For such other and further relief as deemed just and proper.

DATED: May 23, 2024

COLBY LAW FIRM, PC



By: _____
AARON N. COLBY
ZOE YUZNA

Attorneys for Plaintiff
EDWARD HOLLINGSWORTH

EXHIBIT 1



Assignment Confirmation Form

Name of Employee: Edward Hollingsworth

Location: International Paper **Address:** 1111 N Anderson Rd, Exeter, CA 93221

Start Date: Tomorrow, Wednesday 9/27 **Start Time:** 12pm

Pay: \$18.50/hr

Position: General Labor/Machine Op Assistant

Go through the main door and call the HR department or ask for Manuel

***DRESS CODE: CLEAN WORK JEANS, PLAIN T-SHIRT, STEEL TOED BOOTS.**

***PROPER ATTIRE: NO TANK TOPS, MIDRIFTS, OR INAPPROPRIATE CLOTHING, NO OFFENSIVE LOGOS OR WRITING. NO SWEATS/SHORTS.**

***CELL PHONE/ELECTRONICS: CELL PHONES ARE TO BE KEPT IN YOUR CAR OR LUNCH BAG AND ONLY TO BE USED ON YOUR BREAKS OR LUNCHES. NOT TO BE USED IN PRODUCTION AREAS. NO USE OF IPOD, RADIO, EARPHONES, OR ANY TYPE OF ELECTRONIC DEVICES ON WORK HOURS.**

***BREAKS: DURING YOUR BREAK & LUNCH MAKE SURE YOU RETURN BACK TO WORK ON TIME.**

***MAINTAIN GOOD PERSONAL HYGIENE, NO BEVERAGES IN PRODUCTION AREA (ONLY ALLOWED PLASTIC BOTTLES WITH WATER IN SOME AREAS), NO HORSEPLAYING.**

***NO JEWELRY (INCLUDING HAIR JEWELRY): EAR RINGS OR VISIBLE BODY PIERCINGS, RINGS, BRACELETS/WATCHES, NECK CHAINS, OR OTHER TYPES OF DANGLING/EXPOSED JEWELRY THAT COULD GET CAUGHT IN MOVING EQUIPMENT/OR PROCESSES ARE NOT TO BE WORN IN OPERATING AREAS OF FACILITY.**

- **NAILS: NO FAKE NAILS, NO NAIL POLISH, NAILS MUST BE CUT TO A STANDARD LENGTH. HAIR: MUST BE PULLED BACK AND TIED.**

***UNDERSTANDING IF YOU ARRIVE LATE OR CALL AT AT ANY POINT OF YOUR ASSIGNMENT YOU RUN THE RISK OF CLIENT ENDING YOUR ASSIGNMENT.**

If you have any questions, or can't make it to work call & Leave a message:

Randstad 8a-5p: (559) 571-1277

After Before 8am & 5pm: Richard (623)203-9131 TEXT ONLY Tell your name & where you are assigned, and why you are calling out/running late

ATTENDANCE

You are expected to be at work in accordance with the schedule established by your Company Representative and client manager. If you have any questions about your working hours, contact your Company Representative.

Tardiness/Absence If you will be tardy or absent from work for part or all of the workday or shift, you must report it to your Company Representative and client manager at least 30 minutes before the start of your workday or shift. In the case of Randstad Healthcare Talent, you must report any tardiness or absence to your Company Representative and client manager at least 2 hours before the start of your workday or shift. For any absence of more than one day, you must also report the anticipated duration of the absence and still contact your Company Representative each day of your absence (unless on a leave of absence approved by Benefits). If you are tardy or absent from work without reporting your absence as required by this subsection, you may be subject to disciplinary counseling and/or termination of employment. Similarly, if you have a history of unexcused, excessive tardiness or absenteeism, or a suspicious pattern of tardiness or absenteeism, you may be subject to disciplinary counseling and/or termination of employment. The Company reserves the right to request documentation, including from a health care provider, supporting the need for any absence of three (3) Consecutive days or more.

Job Abandonment - No Call/No Show.

If you will be away from work unexpectedly, you are expected to notify your manager immediately. However, if you do not report to work for three (3) consecutive scheduled workdays or shifts and fail to report these absences as instructed above, the Company will consider you to have resigned from your employment without notice. The effective date of your resignation will be the first day of your no call/no show. However, the client may end your assignment immediately for a single "No Call/No Show."

There may be situations in which compliance with this policy is not feasible or you require a legally protected leave or an accommodation. If you believe you face such extenuating circumstances, you (or your representative) must notify your Company Representative or HR Support Center (1-877-601-7453 or hrrsupport@randstadusa.com) as soon as practicable. You will not be disciplined for any legally protected absence.

EXHIBIT 2



Nicole From Ranstad >

iMessage
Mon, Oct 2 at 10:16 AM

Hi Edward H,
This is Nicole from Visalia
Randstad. Please submit your
time!

Let me know if you need help.

I actually just filled it out and I
pressed submit for approval so I
believe I got it

Ok, thanks!

Let me know if I didn't do it right
or something is wrong

Wed, Oct 4 at 1:26 PM

Looks good!

Tue, Oct 10 at 10:09 AM

Hi. Please call me

Wed, Oct 11 at 12:42 PM

Hey when should I head to that
doctor



iMessage





Nicole From Ranstad >

Hey when should I head to that doctor

Hi, after 1

1:30 I'll call them

Ok sweet

Wed, Oct 11 at 2:07 PM

Hi what time you heading out

?

Sorry I got caught up

It's all good I'm about to head out rn I have to stop at my old work real fast to collect some retirement information

Ok. I resent section 2

Is that what I filled out yesterday?

Yes they resent it

Hopefully that works

OK do I need to fill that out before



iMessage





Nicole From Ranstad >

OK do I need to fill that out before I see the doctor today?

You can go fill it out there



Wed, Oct 11 at 4:08 PM

Hey while I'm doing all this is it a good idea for me to apply for that other job you were telling me about?

Hi. We have to first make sure you are cleared to work. :)

Ok gotcha

4:31

5G

us.pulpstream.com
Add Sketch



Please rate your pain on a scale of 0-10

0 1 2 3 4 5 6
7 8 9 10

Certification

Error

Employee report : Branch will assist you with physician selection. If branch not available please contact Risk Management at 1-800-821-6909 field should not be empty.

Ok

representative. A copy of this form will serve as the original.



iMessage





Nicole From Ranstad >

Employee report - branch will assist you with physician selection. If branch not available please contact Risk Management at 1-800-821-6909 field should not be empty

Ok

representative. A copy of this form will serve as the original.

Accident Date

09/29/2023

Your Email Address (Required for signing)

Ejscrimshire@gmail.com

Date

10/11/2023

Submit

Same thing

Ugh

Did they give you paper work

?

Just sign in stuff I haven't been seen yet

Almost tho

Oh ok.

Thu, Oct 12 at 10:43 AM

Hi did you get paperwork

Yesterday



iMessage



< 5

N



Nicole From Ranstad >

Yes I did

Can you send it to me

Yea one sec

Thu, Oct 12 at 3:07 PM

Hey I'm running behind a little bit
I'll be there in 20

Ok Pete t

+ iMessage



EXHIBIT 3

Name: Edward Hollingsworth Date: 10/12/23
Home Address: 1169 west roby ave City/State/Zip Code Poterville ,CA, 93257
Home Phone Number: N/A Cell Phone Number: 5594830336
Marital Status: Single Date of Incident: 10/4/23 Time: 9:00pm am/pm
Assignment Site: International papper

Description of Incident: _____
Over usage of muscles felt painful numbness in my right back shoulder arm and hand

Were you injured? Yes YES/NO

If yes, who did you first report injury to?
Jose sandavol

Were there any witnesses? Yes YES/NO

If yes, please give name(s) & position(s): Edward coworker in converting

Describe injuries in detail: _____
Over time felt painful numbness in my right back shoulder are and hand

What part(s) of your body were injured: Right back shoulder arm and hand

Have you had a previous problem with this part of your body? No YES/NO

If yes, please answer the following: Date of prior injury: N/a Description of circumstances: _____
N/A

Was first aid done at scene of incident? No YES/NO

If so, explain: N/A

Have you sought medical treatment? Yes YES/NO

If yes, please complete the following:

Physician/Clinic: Sequoia family medical Address: 590 west Putnam porterville ,CA !

Phone number: (N) / A Is this a previous/similar injury? No YES/NO

Did you return to work? Yes if so, date you returned: 10/91/23

Certification

By signing this form, I certify that the information is true and correct on previous pages and I expressly waive all provisions of law which prohibit any person or persons who heretofore did, or who hereafter may, medically attend, treat, or examine me, or who may have information of any kind which may be used to render a decision in any claim for injury or disease arising from said incident on 10/4, 2023, from disclosing such information to my employer and/or to my employer's workers' compensation carrier representative. A copy of this form will serve as the original.

Employee Name: Edward Hollingsworth Date: Oct 12, 2023 Employee Signature: e/
Edward (Oct 12, 2023 11:28 PDT)

Employee's Description of Job Duties

INSTRUCTIONS: This form shall be developed jointly by the employer and employee. It is intended to describe the employee's job duties. The completed form will be reviewed by the treating doctor to determine whether the employee is able to return to their job. This is an important document and should accurately show the requirements of the job.

Employee Name:	Edward Hollingsworth				
Job Title:	Fackfolder	Hours per day:	10-12	Hours worked per week:	50-60
Describe Job Responsibilities:	Folder and stacking boxes cleaning work area				

Check the frequency of activity required of employee to perform the job:

Activity (hours per day)	Never (0 hours)	Occasionally (up to 3 hours)	Frequently (3-6 hours)	Constantly (6-8+ hours)
Sitting	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Walking	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Standing	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Bending (neck)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Bending (waist)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Squatting	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Climbing	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Kneeling	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Crawling	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Twisting (neck)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Twisting (waist)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
HAND USE: Right/Left				
Is repetitive	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Simple Grasp (RT)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Simple Grasp (LF)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Power Grasp (RT)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Power Grasp (LF)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Fine Manipulation (RT)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Fine Manipulation (LF)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Pushing & Pulling (RT)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Pushing & Pulling (LF)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Reaching above shoulder (RT)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Reaching above shoulder (LF)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

1. Please indicate the daily lifting and carrying requirements of the job. Indicate the height that the object is lifted from floor, table or overhead location and the distance the object is to be carried.

	Lifting					Carrying				
	Never: 0 hrs.	Occasionally Up to 3 hrs.	Frequently: 3-6 hrs.	Constantly: 6-8 hrs.	Height	Never: 0 hrs.	Occasionally Up to 3 hrs.	Frequently: 3-6 hrs.	Constantly: 6-8 hrs.	Distance
0-10 lbs.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	N/A	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	N/A
11-25 lbs.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	N/A	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	N/A
26-50 lbs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	3 feet	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	2 feet
51-75 lbs.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	N/A	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	N/A
76-100 lbs.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	N/A	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	M/A
100+ lbs.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	N/A	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	N/A


Describe the heaviest item required to carry and the distance to be carried:	65lbs boxes 2 feet over my head
N/A	
N/A	

2. Please indicate if the job requires:

		YES	NO	(If Yes, please describe briefly)
a	Driving cars, trucks, forklifts and other equipment	<input type="radio"/>	<input checked="" type="radio"/>	
b	Working around equipment and machinery	<input checked="" type="radio"/>	<input type="radio"/>	
c	Walking on uneven ground	<input checked="" type="radio"/>	<input type="radio"/>	
d	Exposure to excessive noise	<input checked="" type="radio"/>	<input type="radio"/>	
e	Exposure to extremes in temperature, humidity, or wetness	<input type="radio"/>	<input checked="" type="radio"/>	
f	Exposure to dust, gas fumes, or chemicals	<input checked="" type="radio"/>	<input type="radio"/>	
g	Working at heights	<input type="radio"/>	<input checked="" type="radio"/>	
h	Operation of foot controls or repetitive foot movement	<input checked="" type="radio"/>	<input type="radio"/>	
i	Use of special visual or auditory protective equipment	<input checked="" type="radio"/>	<input type="radio"/>	
j	Working with bio-hazards such as: blood borne pathogens, sewage, hospital waste, etc.	<input type="radio"/>	<input checked="" type="radio"/>	

3. General Information:

		YES	NO	(If Yes, please describe briefly)
k	Did you have any medical or physical restrictions prior to incident that relate to your injury?	<input type="radio"/>	<input checked="" type="radio"/>	
l	Have you ever been involved in a motor vehicle accident (MVA)? (Include dates and injuries)	<input type="radio"/>	<input checked="" type="radio"/>	
m	Are you currently under any other type of treatment?	<input checked="" type="radio"/>	<input type="radio"/>	Pt
n	Have you ever received vocational rehabilitation? (if yes, include name of school)	<input type="radio"/>	<input checked="" type="radio"/>	
o	Have you been involved in any type of litigation or law suit?	<input type="radio"/>	<input checked="" type="radio"/>	

Employee Comments			
Employer Comments			
Employer Contact Name	Ranstad	Employer Contact Title	Temp agency
Employer Contact Signature		Date	
Employee Signature	 Edward (Oct 12, 2023 11:28 PDT)	Date	Oct 12, 2023

Full Body Diagram

Name/Nombre: Edward Hollingsworth
DOI/Fecha del Accidente: 10/4/23
Location/Empleador: 1111 north Anderson road
Body Parts/Partes Afectadas: Back arm shoulder hand

1

check off all of the locations where injured

Burning/Quemadura + + + + +
Numbness/Entumecimiento = = = = =
Stabbing/Punzadas: / / / / /
Cramping/Calambrres x x x x x
Pins & Needles/Puntadas: o o o o o
Aching/Dolor: > > > > >

Circle the number that best describes your current pain: (back & neck)

Haga un círculo sobre el número que describe su dolor: (espalda y cuello)

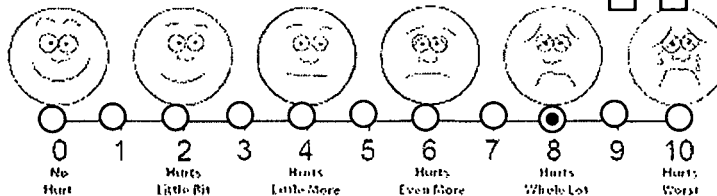
0 1 2 3 4 5 6 7 8 9 10

Circle the number that best describes your current pain: Body part:

Haga un círculo sobre el número que describe su dolor: Parte Afectada:

0 1 2 3 4 5 6 7 8 9 10

Using the 0-10 scale, document your level of pain.



Injured Employee Signature: EH Edward (Oct 12, 2023 11:28 PDT)

Date: Oct 12, 2023

Please initial here if no injury: EH

Date: Oct 12, 2023

Head Diagram

Case 1:24-cv-00764-KES-SAB Document 1-2 Filed 07/01/24 Page 37 of 69

Edward Hollingsworth

Name/Nombre:

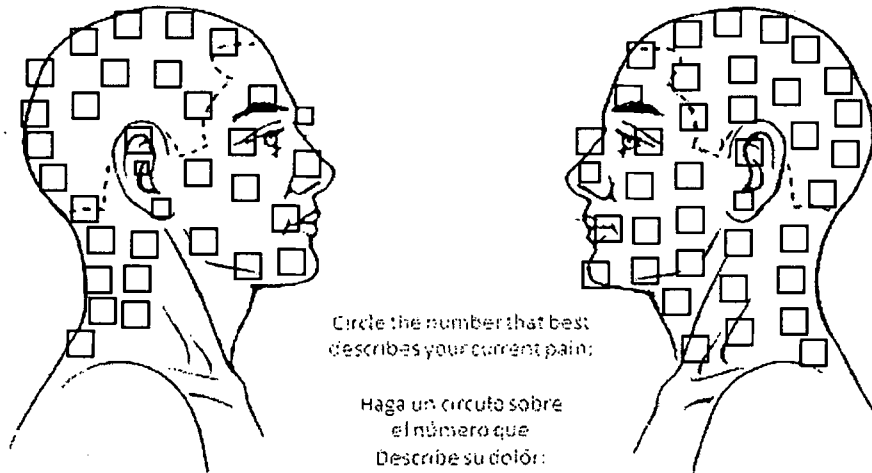
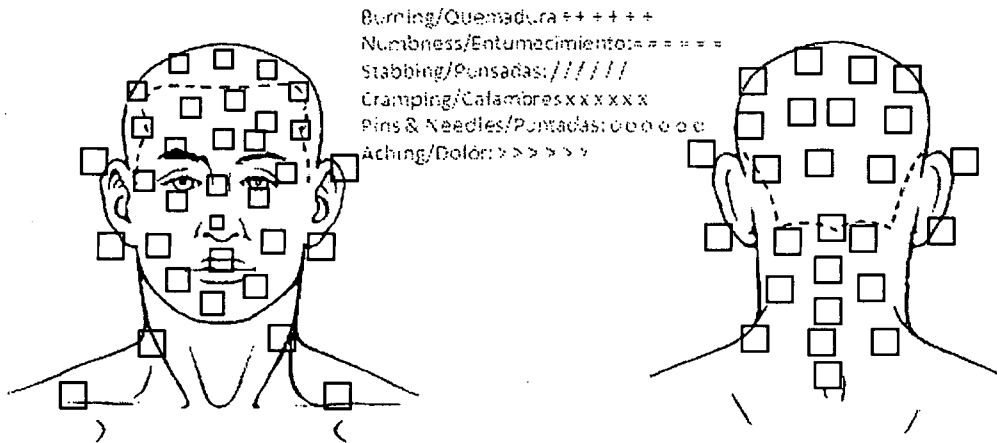
DOI/Fecha del Accidente 10/4/23

Location/Empleador: 1111 north Anderson road

Body Parts/Partes Afectadas: Back arm shoulder hand

2

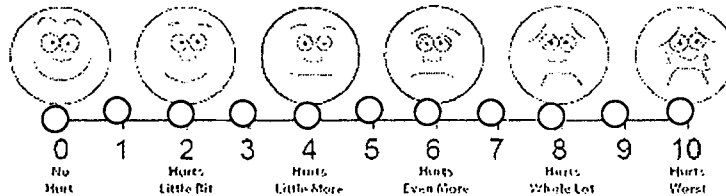
check off where injured



Circle the number that best describes your current pain:

Haga un círculo sobre el número que describe su dolor:

0 1 2 3 4 5 6 7 8 9 10



Using the 0-10 scale, document your level of pain.

Injured Employee Signature EH
Edward (Oct 12, 2023 11:28 PDT)

Date Oct 12, 2023

Please initial here if no head or neck injury EH
EH

Date Oct 12, 2023

Refusal of Medical Treatment

The **Refusal of Medical Treatment Form** should only be completed if the employee currently refuses medical treatment. (Do not have the employee complete this form if he/she wishes to seek medical treatment.)

While working as an employee at International papper (client) on 10/4/23 (date), I had the following work-related injury/illness:
I started feeling painful numbness on my right back shoulder arm and hand

Medical treatment through Workers' Compensation has been offered to me, and, at this time, I have declined it. I understand that if I decide at a later time that I wish to seek such treatment, I will notify you **BEFORE** doing so.

Edward

Employee Signature

Edward Hollingsworth

Employee Printed Name

10/12/23

Date

Branch Witness Signature

Branch Witness Printed Name

Date

I authorize the use or disclosure of my individually identifiable health information, as described below, for purposes of administering my claim or request for reasonable accommodation. I understand that the information I authorize to be used or disclosed possibly may be re-disclosed in accordance with the terms of this Authorization by the recipient and may no longer be protected by federal privacy regulations.

I specifically authorize physicians, nurses and hospitals to communicate information by any reasonable means, including written or telephonic communications or by direct interview, whether or not I am present during or notified of such communications, and I hereby authorize Third Party Administrator (TPA) to initiate and conduct such communications whether or not I am present or have received notice.

1. **What Information is covered by this Authorization.** This authorization applies to all medical, psychological, and/or psychiatric information, records and reports, including information regarding pre-existing conditions (a) that are in existence while this authorization is valid (see Item 3) and (b) that are related to any of the following: my request for reasonable accommodation; my workers' compensation claim; my claim for disability benefits; my claim for bodily injury; my claim for personal injury; my claim for FMLA or my claim for dental benefits.

My claim or request for reasonable accommodation involves the following condition:

None

Information to be disclosed may include, but is not limited to, medical history, chart notes, prescriptions, diagnostic test results, x-ray reports, and records received from other health providers. If directly related to my claimed condition, this information may include the following (Please check "yes" to release the information or "no" to not release it and initial your choice. NOTE: checking "yes" or "no": does NOT mean that you have any of the following conditions or that any of the following types exists):

HIV test results, HIV or AIDS information.

YES ☐

NO ☒

Initial here

EH

Psychiatric information.

YES ☐

NO ☒

Initial here

EH

Information related to drug or alcohol abuse.

YES ☐

NO ☒

Initial here

EH

2. **Who is covered by this Authorization.**

A. Any person or facility that attends, treats or examines me, including but not limited to _____

(Specific name, if needed) is to make this information available to TPA or its representative; and

B. When relevant to my claim, TPA may re-disclose (without further authorization) this information to any of the following, (a) any person or facility that attends, treats or examines me; (b) Any person or facility that impacts determination of my claim or that coordinates my benefits, including without limitation the employer to the extent permitted by state or federal law; or (c) The Social Security Administration or a social security or vocational rehabilitation vendor. TPA may use information obtained pursuant to this authorization in any other claim matter they handle related to me.

3. **How Long this Authorization is Valid.** This authorization is valid during the duration of my claim(s) and any future related claims, unless a different period is required under state law—release in connection with a claim for benefits for health insurance may not remain valid longer than the term of coverage of the policy; or for the duration of the claim for all other insurance claims.

4. **Revocation of this Authorization.** Unless otherwise provided by state law, I understand that I may revoke this authorization at any time by notifying, in writing, TPA at rgs-wc-intake@randstadusa.com. I also understand that the revocation will not have any effect on any actions taken before they received the revocation.

5. **Refusal To Sign.** This Authorization is necessary for the processing of my claim or request for reasonable accommodation. Failure to sign this Authorization may impair or impede the processing of my claim or request for reasonable accommodation. I understand my treatment provider will not condition treatment, payment, enrollment or eligibility on the refusal to sign this authorization.

I understand that I have the right to request and receive a copy of this authorization. I understand that I have the right to inspect the disclosed information at any time. A photocopy of this authorization shall be valid and is to be accepted with the same effect as the original.

EH
Edward (Oct 12, 2023 11:28 PDT)

Signature of Patient or Patient's Representative

Edward Hollingsworth

Printed Name of Patient or Patient's Representative

Edward Hollingsworth

Representative's Relationship to Patient, if applicable

Date Signed Oct 12, 2023

1169 west roby ave Porterville, CA

Patient's Address 93257

Patient's Social Security Number

REDACTED

Date of Injury 10/4/23

EXHIBIT 4

STATE OF CALIFORNIA

DOCTOR'S FIRST REPORT OF OCCUPATIONAL INJURY OR ILLNESS

Within 5 days of your initial examination, for every occupational injury or illness, send two copies of this report to the employer's workers' compensation insurance carrier or the insured employer. Failure to file a timely doctor's report may result in assessment of a civil penalty. In the case of diagnosed or suspected pesticide poisoning, send a copy of the report to Department of Industrial Relations, P.O. Box 420603, San Francisco, CA 94142-0603, and notify your local health officer by telephone within 24 hours.

1. Insurer Name and Address

ESIS	PO Box 6569	Scranton, PA 18505-6569
------	-------------	-------------------------

2. Employer Name

Randstad/Placement Pros

3. Address No. and Street

3833 West Caldwell	Suite B	City	Zip Code
		Visalia	93277

4. Nature of business (e.g. food manufacturing, building construction, retailer of women's clothes.)

--

5. Patient Name (first Name, middle initial, last name)

Edward		Hollingsworth	6. Sex	7. Date of Birth
			Male	REDACTED

8. Address No. and Street

REDACTED		City	Zip Code	9. Phone Number
		Porterville	93257	(559) 483-0336

10. Occupation (Specific job title)

Stacker

11. Social Security Number

REDACTED

12. Address No. and Street Where Injury Occurred

3833 West Caldwell

City Where Injury Occ.

Visalia

County

Tulare

13. Date and hour of injury or onset of illness

09/29/2023	9:00 PM
------------	---------

14. Date last worked

10/09/2023

15. Date and hour of 1st exam or treatment

10/11/2023	4:00 PM
------------	---------

16. Have you or your office previously rendered treatment

--

Patient please complete this portion, if able to do so. Otherwise, doctor please complete immediately, inability or failure of a patient to complete this portion shall not affect his/her rights to workers' compensation under the California Labor Code.

17. Describe how the accident or exposure happened. (Give specific object, machinery or chemical. Use reverse side if more space is required.)

Pt states: I was stacking boxes and the constant movement and over usage of the muscles turned into lasting pain. I now have pain to my back, right arm and left hand./NG

18. SUBJECTIVE COMPLAINTS

Go to Subjective Complaints, page 4

19. Objective Findings**A. Physical Examination**

Go to Objective Findings, page 4

B. X-ray and laboratory results (State if none or pending.)

None

SUBJECTIVE COMPLAINTS

RAB/The patient is a 25-year-old male, stacker from Randstad placement pros. Denies past medical history except for back pain issues that he sees his private doctor for and has been taking baclofen, gabapentin, and ibuprofen already. The patient has a new complaint of pain happening on the September 29, 2023 at around 9 p.m. He was stacking boxes weighing 40 to 60 pounds, developing pain at both arms and hands. The patient is right hand dominant. Has been with the company for one month.

OBJECTIVE FINDINGS

O: Vital signs are as follows: Temperature 98. Respirations 17. Pulse 72. Blood pressure 126/84. Weight 185 pounds. Height 56. Right arm numbness of the third and fourth digit with pain at the third and fourth digit at proximal interphalangeal joint, slight swelling noted of those third and fourth digits. No cyanosis or clubbing noted. No deformity noted. Hand grasp strength is 4/5. No epitrochlear nodes palpated. For the left hand, there is slight numbness with Tinel's sign being positive. Phalen's sign is positive. Hand grasp strength is 4/5. No cyanosis, clubbing, or edema noted for the left hand. Strong radial pulses for both left and right hands.

Assessment: Bilateral hand pain with right hand numbness.

TREATMENT RENDERED

1. To continue with his medications from his private doctor for his baclofen, gabapentin and ibuprofen. 2. Epsom salt soaks to start. 3. Start the physical therapy that private doctor in Pottersville has requested. 4. We may want to evaluate this patient for there is private doctor to take over care for his hands since he already has been treating for some back issues. 5. In the meantime, the patient remains on modified work status from today's date of October 11, 2023 follow-up in a week with limitations of limited use of the hands, no forceful grasping, limited pushing and pulling. No lifting over 20 pounds.
Rhett A. Beattie, FNP / Sanjay V. Deshmukh, M.D./RAB/rN 1012-000 13616 2023 41715 801_9385 Mr.BeattieT_10112023.docD: 10-12-23 T: 10-13-23/ml

WORK STATUS: Specify restrictions

1. In the meantime, the patient remains on modified work status from today's date of October 11, 2023 follow-up in a week with limitations of limited use of the hands, no forceful grasping, limited pushing and pulling. No lifting over 20 pounds.

20. DIAGNOSES (if occupational illness specify etiologic agent and duration of exposure.) Chemical or toxic compounds involved? Yes ☐ No ☒

1. Pain in right hand	ICD-10	M79.641
2. Pain in left hand	ICD-10	M79.642
3.	ICD-10	
4.	ICD-10	
5.	ICD-10	
6.	ICD-10	
7.	ICD-10	
8.	ICD-10	
9.	ICD-10	
10.	ICD-10	
11.	ICD-10	
12.	ICD-10	

21. Are your findings and diagnosis consistent with patient's account of injury or onset of illness?

Yes ☐

If "no," please explain below:

22. Is there any other current condition that will impede or delay patient's recovery?

If "yes," please explain below:

23. TREATMENT RENDERED (Use reverse side if more space is required.)

Go to Treatment Rendered, page 4

24. If further treatment required, specify treatment plan/estimated duration.

25. If hospitalized as inpatient, give hospital name and location

Date admitted

Estimated length of stay

26. WORK STATUS - Is patient able to perform usual work? ☐ Yes ☒ No

If "no", date when patient can return to

Regular work

Modified work

10/11/2023

Specify restrictions

Go to Work Restrictions, page 4

DOCTOR'S FIRST REPORT OF OCCUPATIONAL INJURY OR ILLNESS

Physician Signature: (original signature, do not stamp)

I declare under penalty of perjury that this report is true and correct to the best of my knowledge and that I have not violated Labor Code section 139.3

Physician signature

[Handwritten Signature]

Cal. License Number: A65424

Executed at: VALLEY INDUSTRIAL MEDICAL GROUP

Date (mm/dd/yyyy): 10/23/2023

Physician Name Rhett Beattie FNP / , DESHMUKH

Specialty: MD

Physician address: 755 E Terrace Ave, Tulare, CA 93274

Phone Number (559) 685-8800

Any person who makes or causes to be made any knowingly fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

PRIVACY NOTICE: The Administrative Director is authorized to maintain the records of the Division of Workers' Compensation (DWC). (Cal. Lab. Code § 126.) The Information Practices Act of 1977 and the Federal Privacy Act require the Administrative Director to provide this notice to individuals who submit information to the DWC pertaining to a workers' compensation claim. (Cal. Civ. Code § 1798.17; Public Law 93-579.)

The principal purpose for requesting information from injured workers, dependents, lien claimants, physician, employers or their representatives is to administer the California workers' compensation system. Each form shows which fields are required to be completed for DWC to process the form. If a required field in a form is incomplete or unreadable, the DWC may return the form to the individual for correction or may reject the form. Providing a social security number is required on this form pursuant to Labor Code § 6409. If you do not provide your security number, the DWC may return the form to you for correction or reject the form. If you do not have a social security number, indicate this in the space provided for the injured worker's social security number. As permitted by law, social security numbers are used to help properly identify injured workers and to conduct statistical research as allowed under the Labor Code.

As authorized by law, information furnished on this form may be given to: you, upon request; the public, pursuant to the Public Records Act; a governmental entity, when required by state or federal law; to any person, pursuant to a subpoena or court order pursuant to any other exception in Civil Code § 1798.24.

An individual has a right of access to records containing his/her personal information that are maintained by the Administrative Director. An individual may also amend, correct, or dispute information in such personal records. (Cal. Civ. Code §§ 1798.34-1798.3.) You may request a copy of the DWC's policies and procedures for inspection of records at the address below. Copies of the procedures and all records are ten cents (\$0.10) per page, payable in advance. (Cal. Civ. Code § 1798.33.) Requests should be sent to: Division of Workers' Compensation- Medical Unit, P.O. Box 71010, Oakland, CA 94612. Tel: (510) 286-3700 or (800) 794-6900. Fax: (510) 622-3467.

EXHIBIT 5

PRIMARY TREATING PHYSICIAN'S PROGRESS REPORT (PR-2)

Check the boxes which indicate why you are submitting a report at this time. If the patient is "Permanent and Stationary" (i.e., has reached maximum medical improvement), do not use this form. You may use DWC Forms PR-3 or PR-4.

- ☒ Periodic Report (Required 45 days after last report) ☐ Change in treatment plan ☐ Release From Care
☐ Change in work status ☐ Need for referral or consultation ☐ Response to request for information
☐ Change in patient's condition ☐ Need for surgery or hospitalization ☐ Request for authorization
☐ Other _____

Patient

Hollingsworth

Patient last name:

Edward

Patient first name:

MI

1169 W Roby Ave

Patient Street Address/PO Box

Porterville

Patient City

CA

State

93257

Zip Code

Male

Sex

Stacker

Occupation

(559) 483-0336

Phone Number

Date of Birth

REDACTED

Claims Administrator

Date of Injury

09/29/2023

ESIS

Claims Administrator Name

1M01M013199801

Claim number

PO Box 6569

Claims Administrator Street Address/

Scranton

Claims Administrator City

PA

State

18505-6569

Zip Code

(800) 748-5161

Phone Number

(855) 496-5410

Fax Number

Randstad/Placement Pros

Employer Name

(559) 579-2986

Phone Number

The information below must be provided. You may use this form or you may substitute or append a narrative report.

Subjective Complaints:

See Attached

Objective findings: (Include significant physical examination, laboratory, imaging, or other diagnostic findings.)

See Attached

Diagnoses:

- | | |
|-------------------------|----------------|
| 1. Pain in right hand | ICD-10 M79.641 |
| 2. Pain in left hand | ICD-10 M79.642 |
| 3. Hypoesthesia of skin | ICD-10 R20.1 |
| 4. _____ | ICD-10 _____ |
| 5. _____ | ICD-10 _____ |
| 6. _____ | ICD-10 _____ |
| 7. _____ | ICD-10 _____ |
| 8. _____ | ICD-10 _____ |
| 9. _____ | ICD-10 _____ |
| 10. _____ | ICD-10 _____ |

RAB/The patient is a 25-year-old male, right-hand dominant. Appointment #2 for him. He has been taking ibuprofen, is weaned away from his private doctor giving him baclofen and gabapentin for his bilateral wrist hand pain. He started physical therapy on his own. We have not requested that, but he has done that on his own. The patient is instructed to continue with physical therapy and this round of therapy would not be covered under workmens comp.

Objective Findings

O: Vital signs are as follows: Temperature 97. Respirations 16. Pulse 72. Blood pressure 116/64. HEENT: Normocephalic, atraumatic. Neck is supple. Lungs: Lung sounds are bronchovesicular with no adventitious lung sounds. Normal inspiration and normal expiration. GI: Abdomen is soft without distention. Bowel sounds are active x 4 abdominal quadrants. No rebound tenderness noted. Edge of liver is not palpated. Extremities: Bilateral hand pain and numbness. Jamar grip strength was done on the patient with setting II for the right is as follows 107, 87, and 91, the patient is right hand dominant. For the left is 90, 94, and 97. Numbness of the third digit of the right hand and pain at the volar surface of the wrist of the right wrist. For the left upper extremity, no pain or swelling noted. Good thumb to finger movement. Capillary refill is 2½ seconds. Strong radial pulse. No epitrochlear nodes palpated. No cyanosis, clubbing or edema noted. No deformity noted. Krakows sign is negative. Tinel's sign is negative. Phalen's sign is negative. For the right upper extremity, good thumb to finger movement. Capillary refill is 2½ seconds. Strong radial pulse. No epitrochlear nodes palpated. Krakows sign is positive. Phalen's sign is positive. Tinel's sign is positive.

Assessment: Bilateral hand pain with right hand numbness.

Treatment Plan

1. Continue with ibuprofen as prescribed. 2. Continue with physical therapy. 3. Icing of the affected right upper extremity. 4. The patient is on modified work status work status from todays date of October 23, 2023, follow up in two weeks with limitations of limited use for the right hand, limited pushing and pulling and no lifting over 20 pounds. No forceful grasping.

Rhett A. Beattie, FNP / Sanjay V. Deshmukh, M.D.RAB/trN 1024-000 13616 2023 41946 801_9498 Mr.BeattieT_10232023.docD: 10-24-23 T: 10-25-23/ag

Limitations/restrictions

1. The patient is on modified work status work status from todays date of October 23, 2023, follow up in two weeks with limitations of limited use for the right hand, limited pushing and pulling and no lifting over 20 pounds. No forceful grasping.

11. _____ ICD-10 _____
12. _____ ICD-10 _____

Treatment Plan: Include treatment rendered to date. List methods, frequency and duration of planned treatment(s). Specify consultation/referral, surgery, and hospitalization. Identify each physician and non-physician provider. Specify type, frequency and duration of physical medicine services (e.g., physical therapy, manipulation, acupuncture). Use of CPT codes is encouraged. Have there been any changes in treatment plan? If so, why?

See Attached

Work Status: This patient has been instructed to:

☐ Remain off-work until _____

☒ Return to *modified* work on 10/23/2023 with the following limitations or restrictions. (List all specific restrictions re: standing, sitting, bending, use of hands, etc.):

See Attached

☐ Return to full duty on _____ with no limitations or restrictions.

Primary Treating Physician: (original signature, do not stamp)

Date of Exam 10/23/2023

I declare under penalty of perjury that this report is true and correct to the best of my knowledge and that I have not violated Labor Code section 139.3.

Physician signature

Cal. License Number: A65424

Executed at: VALLEY INDUSTRIAL MEDICAL GROUP

Date (mm/dd/yyyy): 10/30/2023

Physician Name: Rhett Beattie FNP / DESHMUKH

Specialty: MD

Physician address: 755 E Terrace Ave., Tulare, CA 93274

Phone Number (559) 685-8800

PRIVACY NOTICE: A statement of current data collection and use policies and certain privacy rights of injured workers may be found at the following website: http://www.dir.ca.gov/od_pub/privacy.html.

EXHIBIT “B”

SUM-100

SUMMONS (CITACION JUDICIAL)

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

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

RANDSTAD US, LLC, a corporation; INTERNATIONAL PAPER COMPANY, a corporation; and DOES 1 through 10 inclusive

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

EDWARD HOLLINGSWORTH, an individual

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

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): Visalia County Civic Center
221 S Mooney Blvd
Visalia, CA 93291

CASE NUMBER: (Número del Caso):

VCU309347

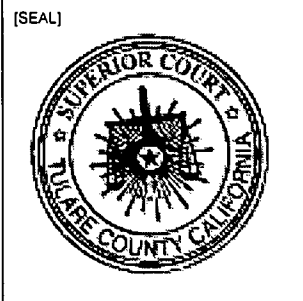
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Aaron Colby & Zoe Yuzna; Colby Law Firm, PC; 13263 Ventura Boulevard, Suite 203, Studio City, California 91604, 818.253.1599

DATE: (Fecha) 05/23/2024 **Stephanie Cameron** Clerk, by *Vanessa V. Minguez Rodriguez* Deputy (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

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

Page 1 of 1

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 (Rev. July 1, 2009)

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courts.ca.gov

For your protection and privacy, please press the Clear
This Form button after you have printed the form.

Print this form

Save this form

Clear this form

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Aaron Colby (State Bar No. 247339); Zoe Yuzna (State Bar No. 268496) 13263 Ventura Boulevard, Suite 203, Studio City, California 91604		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of Tulare 05/23/2024 By: Vanessa Minguella, Deputy Clerk	
TELEPHONE NO.: (818) 253-1599 FAX NO.: (818) 475-1981 EMAIL ADDRESS: aaron@colbylegal.com; zoe@colbylegal.com ATTORNEY FOR (Name): Plaintiff EDWARD HOLLINGSWORTH			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF TULARE STREET ADDRESS: 221 S. Mooney Street MAILING ADDRESS: CITY AND ZIP CODE: Visalia, CA 93291 BRANCH NAME: Civil			
CASE NAME: Hollingsworth v. RANDSTAD US, LLC, et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <div style="font-size: 1.2em; font-weight: bold;">VCU309347</div>
		JUDGE: DEPT.:	

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

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

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

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Eight (8)
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: May 23, 2024
 Zoe Yuzna, Esq.

(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

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 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



Superior Court of the State of California

COUNTY OF TULARE
CIVIL LEGAL PROCESSING
221 S. Mooney Blvd., Room 201
Visalia, California 93291
Telephone: (559) 730-5000

ALTERNATIVE DISPUTE RESOLUTION PACKAGE

This is Tulare County Superior Court's Alternative Dispute Resolution (ADR) Package. The package contains:

1. The court's current ADR Referral List;
2. Tulare County Superior Court's Local Rule 600 on Case Management Conferences;
3. Information about ADR.

At the time a civil complaint is filed, the clerk will issue a hearing date and time for the Case Management Conference (CMC). This information is placed on the front page of the complaint. Plaintiff must serve notice of the CMC hearing and this ADR Package on each defendant with the summons and complaint.

All parties appearing in the action are ordered to meet and confer prior to the CMC date regarding an agreed upon mediator and mediation date and time under Local Rule 600(a)(5).

Each party must file and serve a CMC statement on Judicial Council form CM-110 no later than 15 calendar days before the CMC hearing under California Rules of Court, rule 3.725 and Local Rule 600(a)(6).

Counsel and unrepresented parties are required to be present, either in person or by CourtCall (See Local Rule 108 regarding CourtCall), at the CMC hearing and have authority to enter into a mediation agreement if the parties have agreed to mediate. Each party appearing shall also have sufficient information and understanding of the case in order to evaluate it accurately.

Please be advised that monetary and/or terminating sanctions shall be imposed against parties and counsel who fail to comply with state and local rules regarding case management conferences without good cause.

CHAPTER 6 – MANAGING CIVIL CASES

Rule 600 – Case Management Conference

- (a) The Judicial Council has implemented state rules for the management of civil cases (Cal. Rules of Court, Chapter 2 Trial Court Management of Civil Cases, rules 10.900, et. Seq.).

In recognition of the state rules requiring the court to implement a case management Plan, the court elects to follow California Rules of Court, rule 3.714.

- (1) At the time the complaint is filed, the clerk will issue a hearing date for the Case Management Conference (CMC) to plaintiff that is no less than 120 days after the filing of the complaint. The clerk will also provide the Plaintiff with the court's Alternative Dispute Resolution (ADR) package including the list of the names of the mediators who have applied and met the court's mediation/arbitration qualifications pursuant to the program adopted by the court under California Rules of Court, rule 10.781. Plaintiff must serve a Notice of CMC and the ADR package on each defendant along with the summons and complaint.
- (2) Any party who files and serves a cross-complaint prior to the CMC must serve on each cross-defendant who is a new party to the action, a copy of the Notice of CMC and the ADR package along with the summons and cross-complaint. If a new cross-defendant is served after the initial CMC, the cross-complainant must serve the new cross-defendant with notice of any pending CMC, any assigned mediation date, trial, or settlement conference dates, and any other dates set by the court or orders made at the CMC.
- (3) If the plaintiff adds a new defendant or identifies a fictitiously named defendant after the initial CMC, along with the summons and complaint, plaintiff must serve the newly named defendant with notice of any pending CMC, any pending mediation date, any assigned trial and settlement conference dates, and any other dates set by the court or orders made at the CMC.
- (4) Proof of service of Notice of the CMC must be filed with the court within 60 days from the date the complaint is filed and may be included in the proof of service of the summons and complaint or cross-complaint.
- (5) This court has found that mediation is highly desirable and orders the parties to meet and confer prior to the CMC date regarding an agreed upon mediator and mediation date and time. A list of mediators and their fees are provided by the court in its ADR package. The mediator must be agreed upon before the CMC and the mediation date and time cleared with the mediator so the court may enter the date in the court's minute order.
- (6) Under California Rules of Court, rule 3.725, no later than 15 calendar days before the date set for the CMC, each party must file a CMC statement and serve it on all other parties in the case. Parties must use the mandatory CMC Statement (Judicial Council form CM-110). All applicable items on the form must be completed.

- (7) In lieu of each party's filing a separate case management statement, any two or more parties may file a joint statement.
- (b) Presence Required – Counsel and unrepresented parties are required to be present, either in person or by telephonic appearance pursuant to The Superior Court of Tulare County, Local Rules, rule 108, and must have: (1) sufficient information and understanding of the case to evaluate it accurately, and (2) sufficient authority to enter into binding agreements such as the diversion of the case to arbitration, including binding arbitration, the setting of a trial date and mandatory settlement conference date, the dismissal of doe defendants or other parties, and the setting of a further case management conference.
- (c) Compliance – Failure to attend the case management conference will result in the court making whatever orders and imposing whatever sanctions as may be necessary and appropriate to obtain compliance with these rules, including but not limited to, a waiver of the right to a jury trial and a waiver of the right to object to a referral to arbitration or other alternate dispute resolution procedure.
- (d) Waiver of Notice – When all parties are present at the case management conference and a trial date and settlement conference dates are agreed to by the parties or ordered by the court, such presence is an effective waiver of a separate or formal notice of settlement conference and trial date. (01/01/03) (Revised 01/01/07, 01/01/09) (07/01/11)

Alternative Dispute Resolution

There are different processes available to settle lawsuits without having to go to trial. The most common forms of ADR are Mediation, Arbitration, and Case Evaluation. In ADR, a trained, impartial person decides disputes or helps the parties reach resolutions of their disputes for themselves. The persons are neutrals who are normally chosen by the disputing parties or by the court. Neutrals can help parties resolve disputes without having to go to court.

Advantages of ADR

- Often quicker than going to trial, a dispute may be resolved in a matter of days or weeks instead of months or years.
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- Can permit more participation, allowing the parties the opportunity to tell their side of the story with more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing the parties to work together with the neutral to resolve the dispute and mutually agree to a remedy.
- Often less stressful than litigation. Most people have reported a high degree of satisfaction with ADR

Because of these advantages, many parties choose ADR to resolve disputes instead of filing a lawsuit. Even after a lawsuit has been filed, the court can refer the dispute to a neutral before the lawsuit becomes costly. ADR has been used to resolve disputes even after trial, when the result is appealed.

Disadvantages of ADR

ADR may not be suitable for every dispute.

If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute. The neutral may charge a fee for his or her services. If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs, such as attorney's fees and expert fees.

Lawsuits must be brought within specified periods of time, known as Statutes of Limitations. Parties must be careful not to let a Statute of Limitation run while a dispute is in an ADR process.

The Most Common Types of ADR

Mediation

In mediation, the mediator (a neutral) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the mediator does not decide how the dispute is to be resolved. The parties do. It is a cooperative process in which the parties work together toward a resolution that tries to meet everyone's interests, instead of working against each other. Mediation normally leads to better relations between the parties and to lasting resolutions. It is particularly effective when parties have a continuing relationship, such as neighbors or businesses. It also is very effective where personal feelings are getting in the way of a resolution. Mediation normally gives the parties a chance to freely express their positions. Mediation can be successful for victims seeking restitution from offenders. When there has been violence between the parties, a mediator can meet separately with the parties.

Arbitration

In arbitration, the arbitrator (a neutral) reviews evidence, hears arguments, and makes a decision (award) to resolve the dispute. This is very different from mediation whereby the mediator helps the parties reach their won resolution. Arbitration normally is more informal, quicker, and less expensive than a lawsuit. In a matter of hours, an arbitrator often can hear a case that otherwise may take a week in court to try. This is because the evidence can be submitted by documents rather than by testimony.

There are Two Types of Arbitration in California

1. **Private arbitration** by agreement of the parties involved in the dispute. This type takes place outside of the court and normally is binding. In most cases, “binding” means that the arbitrator’s decision (award) is final and there will not be a trial or an opportunity to appeal the decision.
2. **Judicial arbitration** ordered by the court. The arbitrator’s decision is not binding unless the parties agree to be bound. A party who does not like the award may file a request for trial with the court within a specified time. However, if that party does not receive a more favorable result at trial, the party may have to pay a penalty.

ADR REFERRAL LIST APRIL 2024		
NAME	HOURLY RATE	PROFILE INFORMATION
Honorale Howard R. Broadman (Ret.) 300 N. Willis Visalia, CA. 93291 Phone: (559) 738-1800 Fax: (559) 738-1102 Email: judgebroadman@judgebroadman.com admin@judgebroadman.com	Half day \$3,500 Full day \$7,500 For full fee schedule go to judgebroadman.com	Click Here Resume on file
Kenneth M. Byrum 5080 California Ave #200 Bakersfield, CA 93309 Phone: (661) 861-6191 Fax: (661) 861-6190 Email: ken@kmbmediation.com	\$300.00 per hour	Click Here Resume on file
Russell D. Cook 1233 West Shaw, Suite 100 Fresno, CA 93711 Phone: (559) 225-2510 Fax: (559) 229-3941 Email: rdcook@rdcooklaw.com	Half Day: \$1,800 Full day: \$3,600	Click Here Resume on file
Bret M. Geckeler 6077 Coffee Rd., Ste 4, PMB1033 Bakersfield, CA 93308 Phone: (661)205-5106 Email: mediate@bretgeckeler.com	Half Day \$3,000 Full Day \$5,000 Complex Cases \$7,000	Click Here Resume on file
M. Troy Hazelton 3585 W. Beechwood Ave, Suite 101 Fresno, CA 93711 Phone: (559) 431-1300 Fax: (559) 431-1442 Email: Thazelton@pgllp.com	\$415 per hour Fees are divided evenly among the parties unless advised otherwise.	Click Here Resume on file
Lee M. Jacobson 1690 W. Shaw Avenue, Suite 201 Fresno, CA 93711 Phone: (559) 448-0400 Fax: (559) 448-0123 Email: lmj@jhnmlaw.com	\$290.00 per hour	Click Here Resume on file

Leah Catherine Launey 42490 Kaweah River Drive Three Rivers, CA 93271 Phone: (559) 561-4270 Fax: (559) 561-4273 Email: lclauney@lanneymediation.com	\$175.00 per hour 2 hour minimum	Click Here Resume on file
Kevin Little Physical Address: 1225 East Divisadero Street Fresno, California 93721 Mail and Delivery Address: Post Office Box 8656 Fresno, California 93747 Telephone: (559) 342-5800 Facsimile: (559) 242-2400 Email: kevin@kevingliddle.com Website: http://www.kevingliddle.com	Half Day \$2,000 Full Day \$4,000	Click Here Resume on file
Douglas E. Noll P.O. Box 2336 Clovis, CA. 93613 Phone: 800-785-4487 Fax: 877-765-1353 Email: doug@nollassociates.com	\$2,500 per party per day	Click Here Resume on file
Honorable Patrick J. O'Hara (Ret.) 300 N. Willis Visalia, CA. 93291 Phone: (559) 429-4570 Fax: (559) 429-4575 Email: judgeohara@judgeohara.com Website: www.judgeohara.com	See website	Click Here Resume on file
Honorable Robert. H. Oliver (Ret.) 5260 N. Palm Ave, Fourth Floor Fresno, CA 93704 Phone: (559)432-5400 or (559)313-6285 Fax: (559) 432-5620 Email: roliver@bakermanock.com	Half Day \$3,000 Full Day \$5,000 \$500 per additional hour	Click Here Resume on file
James M. Phillips 8080 N. Palm Ave, Suite 101 Fresno, CA 93711 Phone: (559) 261-9340 Fax: (888) 974-4321 Email: phillipsqp@aol.com	\$2,500 per side (Half Day) \$4,000 per side (Full Day) \$650 per additional hr	Click Here Resume on file

<p>Michael Renberg 5088 N. Fruit Ave., #101, Fresno, CA 93711 Phone: (559) 431-6300 Fax: (559) 432-1018 Email: mrenberg@prcelaw.com</p>	<p>\$300 per hour</p>	<p>Click Here Resume on file</p>
<p>Laurie Quigley Saldana 791 Price Street. #323 Pismo Beach, CA. 93449 Phone: (559) 730-1812 Email: laurie@mediationcentral.net</p>	<p>\$350.00 per hour</p>	<p>Click Here Resume on file</p>
<p>Andrew R. Weiss 7109 North Fresno Street, Suite 250 Fresno, CA 93720 Phone: (559) 438-2080 Cell: (559) 259-4663 Email: aweiss@weissmartin.com</p>	<p>\$300.00 per hour</p>	<p>Click Here Resume on file</p>

EXHIBIT “C”

ELECTRONICALLY FILED
Superior Court of California,
County of Tulare
06/28/2024
By: Nalor Renteria,
Deputy Clerk

Danielle Hultenius Moore (SBN 232480)
E-Mail: dmoore@fisherphillips.com
Aaron F. Olsen (SBN 224947)
E-Mail: aolsen@fisherphillips.com
Julia F. Drury (SBN 340767)
E-Mail: jdrury@fisherphillips.com
FISHER & PHILLIPS LLP
4747 Executive Drive, Suite 1000
San Diego, California 92121
Telephone: (858) 597-9600
Facsimile: (858) 597-9601

Attorneys for Defendant
International Paper Company

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

EDWARD HOLLINGSWORTH, an
individual,

Plaintiff,

v.

RANDSTAD US, LLC, a corporation;
INTERNATIONAL PAPER COMPANY,
a corporation; and DOES 1 through 10
inclusive,

Defendants.

CASE NO.: VCU309347
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Bret D. Hillman, Dept. 02*

**DEFENDANT INTERNATIONAL PAPER
COMPANY'S ANSWER AND
AFFIRMATIVE DEFENSES TO
PLAINTIFF'S UNVERIFIED COMPLAINT**

Complaint Filed: 05-23-24
Trial Date: Not Set

Defendant, International Paper Company, ("Defendant") responds to Plaintiff's
complaint as follows:

GENERAL DENIAL

Pursuant to California Code of Civil Procedure section 431.30, subdivision (d),
Defendant generally denies each and every allegation and cause of action in Plaintiff's unverified
complaint.

Defendant denies that Plaintiff has suffered or will sustain any injury, damage, or loss by
any reason of any action, conduct, error, or omission on Defendant's part.

1 In addition to this general denial, pursuant to Code of Civil Procedure section 431.30(g),
2 Defendant asserts the following affirmative defenses to the Complaint.

3 **AFFIRMATIVE DEFENSES**

4 **FIRST AFFIRMATIVE DEFENSE**

5 (Arbitration Agreement)

6 1. This court lacks subject matter jurisdiction because all disputes arising out of or
7 related to Plaintiff's assignment at International Paper Company are subject to Plaintiff's
8 agreement to submit such disputes to binding contractual arbitration, and any contrary state laws
9 operating to defeat such arbitration are preempted by the Federal Arbitration Act, 9 U.S.C.
10 sections 1 *et seq.*

11 **SECOND AFFIRMATIVE DEFENSE**

12 (Not Employer)

13 2. Defendant and Plaintiff never had an employee/employer relationship.

14 **THIRD AFFIRMATIVE DEFENSE**

15 (Failure to State a Claim)

16 3. Plaintiff's complaint, and each and every cause of action therein, fails to state
17 facts sufficient to constitute any cause of action against Defendant.

18 **FOURTH AFFIRMATIVE DEFENSE**

19 (Statute of Limitations)

20 4. Plaintiff's Complaint, and each and every cause of action therein, is barred by the
21 applicable statute of limitations, including, but not limited to, Code of Civil Procedure sections
22 335.1, 338, 340, subdivision (a), and 343 and California Government Code sections 12960 and
23 12965.

24 **FIFTH AFFIRMATIVE DEFENSE**

25 (Workers' Compensation Exclusivity)

26 5. Plaintiff's complaint, and each and every cause of action therein, is barred by the
27 exclusive remedy provisions of the Workers' Compensation Act pursuant to California Labor
28 Code section 3601 *et seq.*

SIXTH AFFIRMATIVE DEFENSE

(Estoppel)

6. Plaintiff is estopped by his conduct from recovering any relief sought in the complaint, or in any purported cause of action alleged therein.

SEVENTH AFFIRMATIVE DEFENSE

(Waiver)

7. By his conduct, Plaintiff has waived any right to recover any relief sought in the complaint, or in any purported cause of action alleged therein

EIGHTH AFFIRMATIVE DEFENSE

(Unclean Hands)

8. Plaintiff's claims are barred by the doctrine of unclean hands.

NINTH AFFIRMATIVE DEFENSE

(Laches)

9. Plaintiff is guilty of undue delay in filing and prosecuting this suit, and accordingly, this action is barred by laches.

TENTH AFFIRMATIVE DEFENSE

(Outside Scope of Agency and/or Employment)

10. The acts of the other named Defendants of which Plaintiff complains were all undertaken outside the scope of their agency and/or employment with this answering Defendant and without the knowledge or consent of this answering Defendant and this answering Defendant may not be held liable therefor.

ELEVENTH AFFIRMATIVE DEFENSE

(Pre-Existing Condition)

11. To the extent Plaintiff suffered any symptoms of mental or emotional distress or injury, they were the result of a pre-existing psychological disorder or alternative concurrent cause, and not the result of any act or omission of Defendant.

///

///

TWELFTH AFFIRMATIVE DEFENSE

(Legitimate Interest)

12. Defendant's legitimate interests were outweighed by Plaintiff's reasonable expectation of privacy.

THIRTEENTH AFFIRMATIVE DEFENSE

(At-Will Employment)

13. Plaintiff's claims are barred because Plaintiff's term of employment was terminable at will, with or without cause, pursuant to California Labor Code section 2922.

FOURTEENTH AFFIRMATIVE DEFENSE

14. If it is found that Plaintiff had a contractual right not to be terminated except for good cause and that Plaintiff was terminated from employment, Plaintiff was terminated with good cause.

FIFTEENTH AFFIRMATIVE DEFENSE

(Failure to Exhaust Administrative Remedies)

15. Plaintiff's claims are barred by Plaintiff's failure to exhaust administrative remedies and/or internal grievance procedures.

SIXTEENTH AFFIRMATIVE DEFENSE

(Legitimate Reasons)

16. There existed legitimate, non-discriminatory, and non-retaliatory reasons for the alleged acts of Defendant of which Plaintiff complains.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Decision Not Based on Prohibited Factor)

17. The alleged acts of which Plaintiff complains were based on reasonable factors other than race, color, national origin, ancestry, sex, religion, creed, gender, marital status, age, sexual orientation, disability or any other prohibited factor.

///

///

///

EIGHTEENTH AFFIRMATIVE DEFENSE

(Same Decision)

18. Even if there was discrimination against Plaintiff (which Defendant denies), Plaintiff would have been terminated anyway.

NINETEENTH AFFIRMATIVE DEFENSE

(Plaintiff's Failure to Engage in Interactive Process)

19. Plaintiff failed to cooperate in the process of reasonable accommodation.

TWENTIETH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

20. Any recovery on Plaintiff's complaint, or any purported cause of action alleged therein, is barred in whole or in part by Plaintiff's failure to mitigate his damages.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(After-Acquired Evidence)

21. Any recovery on Plaintiff's complaint or any purported cause of action alleged therein, is barred in whole or in part by after-acquired evidence which independently justified Plaintiff's termination.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Punitive Damages Unconstitutional)

22. Plaintiff is not entitled to recover punitive or exemplary damages from Defendant on the grounds that any award of punitive or exemplary damages would violate Defendant's constitutional rights under the Due Process Clauses of the Fifth and Fourteenth Amendments of the United States Constitution.

TWENTY-THIRD AFFIRMATIVE DEFENSE

23. Defendant reserves its right to amend its answer and to assert additional affirmative defenses, and to supplement, alter or change its answer and affirmative defenses upon revelation or more definitive facts by Plaintiff and upon Defendant's undertaking of discovery and investigation of this matter. Accordingly, the right to assert additional affirmative defenses, if and to the extent that such affirmative defenses are applicable, is hereby reserved.

1. That Plaintiff take nothing by his complaint for damages;
2. That Plaintiff's complaint herein be dismissed in its entirety with prejudice;
3. That Defendant recover its costs of suit herein, including its reasonable attorneys' fees and costs;
4. That the court award such other and further relief as it deems appropriate.

FISHER & PHILLIPS LLP

By:

DEFENDANT INTERNATIONAL PAPER COMPANY'S ANSWER AND AFFIRMATIVE DEFENSES TO
PLAINTIFF'S UNVERIFIED COMPLAINT

**PROOF OF SERVICE
(CCP §§1013(a) and 2015.5)**

I, the undersigned, am at least 18 years old and not a party to this action. I am employed in the County of San Diego with the law offices of Fisher & Phillips LLP and its business address is 4747 Executive Drive, Suite 1000, San Diego, California 92121.

On June 28, 2024, I served the following document(s) **DEFENDANT INTERNATIONAL PAPER COMPANY'S ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S UNVERIFIED COMPLAINT** on the person(s) listed below by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Aaron N. Colby (SBN 247339)	Telephone: (818) 253-1599
Zoe Yuzna (SBN 268496)	Facsimile: (818) 475-1981
COLBY LAW FIRM, PC	E-Mail: aaron@colbylegal.com
13263 Ventura Boulevard, Suite 203	zoe@colbylegal.com
Studio City, California 91604	<i>Attorneys for Plaintiff, Edward Hollingsworth</i>

☒ **[by MAIL]** - I enclosed the document(s) in a sealed envelope or package addressed to the person(s) whose address(es) are listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in San Diego California, in a sealed envelope with postage fully prepaid.

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

Executed June 28, 2024, at San Diego, California.

Lisa Whitaker
Print Name

By: _____
Lisa Whitaker
Signature

CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action; am employed with the law offices of Fisher & Phillips LLP and my business address is 4747 Executive Drive, Suite 1000, San Diego, California 92121.

On July 1, 2024, I served the foregoing document entitled **DECLARATION OF AARON F. OLSEN IN SUPPORT OF DEFENDANT'S NOTICE AND PETITION FOR REMOVAL OF ACTION UNDER 28 U.S.C. SECTIONS 1332, 1441 AND 1446** on all the appearing and/or interested parties in this action by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Aaron N. Colby (SBN 247339) Zoe Yuzna (SBN 268496) COLBY LAW FIRM, PC 13263 Ventura Boulevard, Suite 203 Studio City, California 91604	E: aaron@colbylegal.com E: zoe@colbylegal.com T: 818-253-1599 F: 818-475-1981 <i>Attorneys for Plaintiff,</i> Edward Hollingsworth
Emily K. Harvin (SBN 299950) Kimberly A. Miller (SBN 317651) OGLETREE DEAKINS 400 South Hope Street, Suite 1200 Los Angeles, CA 90071	E: emily.harvin@ogletree.com E: kimberly.miller@ogletreedeakins.com T: 213-438-5845 <i>Attorneys for Defendant,</i> RANDSTAD US, LLC

☒ **[by MAIL]** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at San Diego, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on July 1, 2024 at San Diego, California.

Amanda Funkhouser

Print Name

By:



Signature