

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

Prodigy Investment Holdings, Inc.,<sup>1</sup>

Reorganized Debtor.

Chapter 11

Case No. 23-11120 (BLS)

(Jointly Administered)

**Objection Deadline: February 12, 2025 at 4:00 p.m. (ET)**

**Hearing Date: February 19, 2025 at 10:00 a.m. (ET)**

**MOTION OF THE DISTRIBUTION TRUSTEE FOR AN ORDER (I) ENFORCING  
THE CONFIRMATION ORDER AND (II) GRANTING RELATED RELIEF**

Steven Balasiano, in his capacity as the distribution trustee (the “Distribution Trustee”) of the PTR A Distribution Trust (the “Distribution Trust”) established in the above-captioned chapter 11 case (the “Chapter 11 Case”) of the reorganized debtor (“Prodigy” or the “Reorganized Debtor”) by and through his undersigned counsel, hereby files this motion (the “Motion”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), (i) enforcing the Confirmation Order, including the Plan Injunction, against Jorge Sanchez (“Sanchez”), Rikki Rodriguez (“Rodriguez”), and Nick Marquez (“Marquez”), and (ii) granting such other and further relief as is just and proper and the *Declaration of Eric J. Monzo in Support of Motion of the Distribution Trustee for an Order (I) Enforcing the Confirmation Order and (II) Granting Related Relief* (the “Monzo Declaration”), attached hereto as **Exhibit B**. In support of this Motion, the Distribution Trustee respectfully states as follows:

<sup>1</sup> The Reorganized Debtor in this Chapter 11 Case, along with the last four digits of the Reorganized Debtor’s federal tax identification number, is: Prodigy Investments Holdings, Inc. (9565). The location of the Reorganized Debtor’s service address is: 3350 Virginia St., 2nd Floor, Miami, FL 33133.



**PRELIMINARY STATEMENT**<sup>2</sup>

1. After the Debtors commenced these Chapter 11 Cases, in January 2024, Sanchez, a former employee of the Debtors, commenced an action against the Debtors, Rodriguez, and Marquez<sup>3</sup>, entitled *Sanchez v. Proterra Operating Company, Inc., et al.* (the “Sanchez Action”), asserting various labor and employment related claims against the named defendants arising out of Sanchez’s one-month employment with the Debtors in early 2021. Despite receiving notice throughout the Chapter 11 Cases, including but not limited to the Bar Date Notice, Sanchez failed to comply with the Bar Date Order or take any action to preserve any alleged claims against the Debtors.

2. As such, Sanchez does not have a claim against the Debtors, their estates, the Reorganized Debtors, or the Distribution Trust and has been advised in writing that any such claim is now time barred and enjoined. Specifically, on more than one occasion, the Distribution Trustee has advised Sanchez (through his attorney) that the Plan and Plan Injunction prohibit Sanchez from continuing the Sanchez Action and taking any action to collect on account of the alleged liability set forth in the complaint underlying the Sanchez Action, and reserved the right to take action in the event Sanchez continued any such actions. Despite these clear warnings, Sanchez has failed to dismiss the Sanchez Action as against the Debtors.

3. Accordingly, the Distribution Trustee seeks an Order from this Court (i) enforcing the Confirmation Order, including the Plan Injunction, against Sanchez, Rodriguez, and Marquez, and (ii) granting such other and further relief as is just and proper.

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<sup>2</sup> Capitalized terms not defined in this Preliminary Statement shall have the meanings ascribed to them in this Motion.

<sup>3</sup> Rodriguez and Marquez were employees of the Debtors at the time of the allegations set forth in the Complaint.

### **JURISDICTION AND VENUE**

4. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012. Further, the Confirmation Order provides that the Court “shall retain jurisdiction over the Chapter 11 Cases and all matters arising out of, or related to, the Chapter 11 Cases and the Plan, including the matters set forth in Article [XI] (*sic*) of the Plan.” Confirmation Order at ¶¶ UU, 168. Article XI of the Plan states that this Court retains jurisdiction to, among other things: (i) “adjudicate, decide, or resolve any and all matters related to Causes of Action, including any claims that may be brought against, or on behalf of, any Debtor . . . or other Released Party or Exculpated Party of a Debtor in their capacity as such (including to enforce the release and exculpation provisions of this Plan)”; (ii) “adjudicate, decide, or resolve any and all matters related to sections 1141 and 1145 of the Bankruptcy Code”; (iii) “issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan”; and (iv) “resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions and other provisions contained in Article IX hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions.” Plan at Article XI, ¶¶ f, g, i, and j.

5. This is a core proceeding pursuant to 28 U.S.C. § 157(b), and the Court has jurisdiction to enter a final order with respect thereto.

6. Venue of the Chapter 11 Case and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

7. The statutory predicate for the relief requested is sections 105(a) and 1141 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”). Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Distribution Trustee consents to the entry of a final order by the Court in connection with this Motion to the extent it is later determined that the Court, absent consent of the parties, cannot enter a final order consistent with Article III of the United States Constitution.

### **BACKGROUND**

#### **A. The Chapter 11 Cases**

8. On August 7, 2023, Proterra Inc (“Proterra”) and its affiliate, Proterra Operating Company, Inc. (together with Proterra, the “Debtors”) filed voluntary petitions for relief in the United States Bankruptcy Court for the District of Delaware (the “Court”), commencing the Chapter 11 Cases. Additional details regarding the Debtors and the facts and circumstances supporting the relief requested herein are set forth in the *Declaration of Gareth T. Joyce in Support of First Day Relief* [D.I. 16].

9. On January 25, 2024, the Debtors filed the *Third Amended Disclosure Statement for Third Amended Joint Chapter 11 Plan of Reorganization for Proterra Inc and its Debtor Affiliate* [D.I. 944].

10. Also on January 25, 2024, the Debtors filed the *Notice of (A) Hearing to Consider Confirmation of the Chapter 11 Plan of Reorganization for Proterra Inc and its Debtor Affiliate and (B) Related Voting and Objection Deadlines* [D.I. 952] (the “Confirmation Hearing Notice”).

11. On March 1, 2024, the Debtors filed the *Fifth Amended Joint Chapter 11 Plan of Reorganization for Proterra Inc and its Debtor Affiliate* [D.I. 1154] (the “Plan”).

12. On March 6, 2024, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Fifth Amended Joint Chapter 11 Plan of Reorganization of Proterra Inc and its Debtor Affiliate* [D.I. 1180] (the “Confirmation Order”), confirming the Plan and approving all supplements thereto, including the Distribution Trust Agreement (the “DTA”).

13. The Plan went effective on March 13, 2024 (the “Effective Date”). *See Notice of (I) Entry of Confirmation Order, (II) Occurrence of Effective Date, and (III) Final Deadlines for Filing Certain Claims* [D.I. 1208] (the “Notice of Effective Date”).

14. On March 22, 2024, the Court entered the *Order (I) Amending Case Caption to Reflect Change of Debtors’ Names, (II) Closing Proterra Operating Company, Inc’s Chapter 11 Case; and (III) Granting Related Relief* [D.I. 1233] (the “Case Closing Order”) authorizing the Debtors and Distribution Trust to amend the case caption used in the Chapter 11 Cases to reflect the changes of their respective legal names. As such, the Proterra Operating Company, Inc., Case No. 23-11121 (BLS), was closed while the lead case, Proterra Inc., Case No. 23-11120 (BLS), remained open. Furthermore, the caption was amended to reflect the new name of the Reorganized Debtor in the remaining Chapter 11 Case, Prodigy Investments Holdings, Inc.

15. Pursuant to the Plan, as of the Effective Date, the Distribution Trust was established, for among other reasons, to reconcile claims and provide for distributions to the Distribution Trust’s Beneficiaries. *See Plan, Art. IV.* To that end, the Plan and the DTA authorize the Distribution Trustee to pursue objections to, and estimation and settlements of, all Disputed Claims. *See Plan, Art. IV.C.7.*

## **B. Bar Date and Plan Injunction**

16. On September 5, 2023, the Court entered the *Order Establishing Bar Dates for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [D.I. 187] (the

“Bar Date Order”), setting forth certain dates by which parties holding prepetition claims against the Debtors were required to file proofs of claim. The Bar Date Order established November 13, 2023, 4:00 p.m. (prevailing ET), as the deadline for all entities (except for governmental units and holders of administrative claims) holding claims against the Debtors that arose or are deemed to have arisen prior to the Petition Date to file proofs of claim (the “General Bar Date”). *See* Bar Date Order.

17. On October 10, 2023, the Debtors filed the *Notice of Entry of Bar Date Order Establishing Deadlines for Filing Proofs of Claim (Including for Claims Asserted Under Section 503(b)(9) of the Bankruptcy Code) Against the Debtors* (the “Bar Date Notice”) [D.I. 344]. The Bar Date Notice provides that any claimant that is required to file a Proof of Claim, but that fails to properly do so by the applicable bar date, (i) shall be “forever barred, estopped, and enjoined from asserting such claim against the Debtors, their estates, or property of the Debtors,” and (ii) shall not receive or be entitled to receive any payment or distribution of property from the Debtors or their successors or assigns with respect to such claims.” *See* Bar Date Notice, p. 2.

18. In accordance with the Bar Date Order, on October 11, 2023, the Debtors’ claims and noticing agent (the “Claims and Noticing Agent”), mailed the (i) Bar Date Notice and (ii) Proof of Claim form to Sanchez, Rodriguez, and Marquez notifying Sanchez, Rodriguez, and Marquez of their obligations to file a proof of claim by the General Bar Date or be forever barred and estopped from doing so. *See* Affidavit of Service [D.I. 467, Ex. H, pp. 97, 132, and 136]. Despite receiving actual notice of the Bar Date Order, Sanchez, Rodriguez, and Marquez failed to file a Proof of Claim by the General Bar Date or at any point after the General Bar Date. *See* Affidavit of Service [D.I. 467].

19. The Debtors served the Confirmation Hearing Notice, which provided, among other things, information regarding the releases and injunction set forth under the Plan and details regarding the deadline to object to confirmation of the Plan and the confirmation hearing, on Sanchez, Rodriguez, and Marquez on January 30, 2024. *See* Certificate of Service [D.I. 1049, Ex. N, pp 119, 162, and 168].

20. On March 13, 2024, the Debtors served the Notice of Effective Date on Sanchez, Rodriguez, and Marquez. *See* Certificate of Service [D.I. 1224, Ex. C, pp. 129, 176, and 181].

21. The Confirmation Order and Plan provide for the discharge of all claims against the Debtors arising prior to the Effective Date of the Plan, in exchange for the treatment of such claims set forth in the Plan. In addition, pursuant to the Plan and Confirmation Order, confirmation of the Plan serves as a broad permanent injunction (the “Plan Injunction”) against all Entities that have held, hold, or may hold claims or interests that have been released or discharged pursuant to the Plan, from and after the Effective Date, from, *inter alia*, commencing or continuing in any manner any action or other proceeding of any kind on account of, or in connection with, or with respect to, any such Claims or Interests against the Debtors, the Reorganized Debtors, the Released Parties, or the Distribution Trust. *See* Confirmation Order, ¶¶ 74, 95, 122 and 155; Plan, Article IX.E.

22. The Plan defines “Claims” and “Causes of Action” broadly. A “Claim” means “a ‘claim’ as such term is defined in section 101(5) of the Bankruptcy Code, against any Debtor.” Plan, Article I.A.20. “Causes of Action” include:

without limitation, any claims, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, Liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent,

liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) Avoidance Actions; (b) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law; (c) the right to object to or otherwise contest Claims or Interests; (d) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; and (e) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

*Id.* at Article I.A.17.

### **C. Sanchez Action**

23. After the Petition Date, on January 16, 2024, and in violation of the automatic stay, Sanchez commenced an action against Proterra Operating Company, Inc., Proterra, Inc., Rodriguez, and Marquez entitled *Sanchez v. Proterra Operating Company, Inc., et al.*, in the Superior Court of the State of California (the “State Court”) (Case No. 24PSCV00147). *See* Sanchez Complaint. *See* Monzo Declaration, Ex. 1. Sanchez asserted various labor and employment claims against the Debtors, Rodriguez, and Marquez. *See generally* Sanchez Complaint. As set forth in the Sanchez Complaint, Sanchez alleges that he was hired by the Debtors on January 11, 2021 and terminated on February 11, 2021. *See Id.* at ¶¶ 15-24. All claims asserted in the Complaint arise out of Sanchez’s alleged month-long employment with the Debtors, therefore, any alleged claims arose prepetition.

24. On January 26, 2024, the Debtors filed a *Suggestion of Bankruptcy and Notice of Automatic Stay of Proceedings for Proterra Operating Company, Inc., et al.*, in the Sanchez Action and the action was subsequently stayed, in its entirety, by the State Court.

25. On July 23, 2024, counsel for the Distribution Trustee sent a letter (the “Injunction Letter”) via email to Sanchez’s counsel, advising that: (i) the Debtors filed for bankruptcy relief;



(ii) the Bar Date Order established, among other things, the General Bar Date; (iii) Sanchez failed to file a timely Proof of Claim against the Debtors; and (iv) pursuant to the Plan and Confirmation Order, confirmation of the Plan serves as an injunction and describing same. *See* Monzo Declaration, Ex. 2. Counsel for the Distribution Trustee requested that the Sanchez Action be dismissed by no later than August 1, 2024. Notably, the Injunction Letter warned that:

Any efforts to proceed with legal action against the Debtors relating to this Matter will be considered a violation of the Plan Injunction and the Bankruptcy Court’s Confirmation Order. The Trust reserves any and all rights, including the right to seek damages for any willful violation of the Confirmation Order. Please be guided accordingly.

*See id.*

26. Counsel representing the Distribution Trustee, as successor to the Debtors, sent follow-up emails to counsel for Sanchez on the following dates requesting dismissal of the Sanchez Action: (i) July 29, 2024, (ii) July 31, 2024, (iii) August 7, 2024, (iv) October 7, 2024, (v) October 9, 2024, (vi) November 12, 2024, (vii) November 14, 2024, and (viii) November 21, 2024. *See* Monzo Declaration, Ex. 3.

27. On November 27, 2024, counsel for Sanchez filed a motion to be relieved as counsel stating that “[t]here has been an irreconcilable breakdown in the attorney-client relationship, followed by a breakdown in communication. [Sanchez] has not been returning Counsel’s phone calls or emails for months after several attempts to contact him. Counsel is unable to communicate with [Sanchez].” *See* Monzo Declaration, Ex. 4.

28. Despite the Distribution Trustee’s best efforts, the Sanchez Action has not been dismissed to date.

**RELIEF REQUESTED**

29. The Distribution Trustee requests entry of an order, substantially in the form of the Proposed Order attached hereto as **Exhibit A**, to (i) enforce the Confirmation Order, including the Plan Injunction, against Sanchez, Rodriguez, and Marquez, and (ii) grant such other and further relief as is just and proper.

**BASIS FOR RELIEF**

**A. This Court Should Enforce Its Prior Orders to Preclude (i) the Continuation of the Sanchez Action Against the Debtors and Their Estates, and (ii) Sanchez, Rodriguez, and Marquez From Collecting on Any Claim Arising Prepetition From the Debtors, the Reorganized Debtors, their Respective Estates or Successors, or the Distribution Trust.**

30. “A bankruptcy court plainly has jurisdiction to enforce its own injunction,” and the Court has broad discretion to enforce its orders. *In re LandSource Communities Dev., LLC*, 612 B.R. 484, 494 (D. Del. 2020) (“[T]he Bankruptcy Court was best suited to interpret its own order and properly exercised its discretion to reopen the cases and adjudicate the Enforcement Motion.”), *aff’d sub nom. LandSource Communities Dev. LLC v. Citizens Against Corp. Crime, LLC*, 834 F. App’x 747 (3d Cir. 2020); *In re Cont’l Airlines, Inc.*, 236 B.R. 318, 326 (Bankr. D. Del. 1999) (“[W]e do not find significant the fact that the Plan may have been substantially consummated in this case. That fact does not divest us of our inherent jurisdiction to enforce the Confirmation Order issued by this Court.”), *aff’d sub nom. In re Cont’l Airlines, Inc.*, 279 F.3d 226 (3d Cir. 2002). Parties are entitled to ask the Court to enforce an injunction that the Court has already put in place, without filing an adversary proceeding. *In re Cont’l Airlines, Inc.*, 236 B.R. at 327.

31. Pursuant to the Bar Date Order and Bar Date Notice, any person or entity that holds or seeks to assert a claim against the Debtors that arose, or is deemed to have arisen, prior to the Petition Date, must file a proof of claim on or before the applicable bar date or may otherwise be

forever barred, estopped, and enjoined from asserting such claim against the Debtors, their estates, or property of the Debtors. *See* Bar Date Order, ¶¶ 4, 15; Bar Date Notice, pp. 1, 2. Here, due to Sanchez's failure to file a proof of claim in the Chapter 11 Cases prior to the applicable bar date, Sanchez is precluded and barred from asserting and/or collecting on any claim he may have against the Debtors that arose prior to the Petition Date.

32. Furthermore, the Plan Injunction included at Article IX.E of the Plan provides that all Entities that have held, hold, or may hold claims or interests that have been released or discharged pursuant to the Plan shall be permanently enjoined, from and after the Effective Date, from, *inter alia*, commencing or continuing in any manner any action or other proceeding of any kind on account of, or in connection with, or with respect to, any such Claims or Interests against the Debtors, the Reorganized Debtors, the Released Parties or the Distribution Trust. *See* Plan, Article IX.E.

33. The Confirmation Order provides that, as of the Effective Date, the Plan and the Plan Injunction are immediately effective and enforceable and deemed binding on all Persons and Entities. *See* Confirmation Order, ¶¶ 95, 122, 155. As Sanchez did not file a proof of claim in the Chapter 11 Cases, any claim of Sanchez against the Debtors is a nullity and permanently enjoined as of the Effective Date.

34. Finally, pursuant to Section 1141 of the Bankruptcy Code, the Plan is binding upon Sanchez is precluded from seeking payment on account of a claim that arose prepetition. 11 U.S.C. § 1141(a). As Collier on Bankruptcy has recognized:

Under [section 1141], subject to compliance with the requirements of due process under the Fifth Amendment, a confirmed plan of reorganization is binding upon every entity that holds a claim against or interest in the debtor even though a holder of a claim or interest is not scheduled, has not filed a claim, does not receive a distribution under the plan or is not entitled to retain an interest under such plan. *In other words, a confirmed plan precludes parties from raising claims or issues that could have or should have been raised before confirmation but were not.*

*See In re Residential Capital, LLC*, 508 B.R. 838, 846 (Bankr. S.D.N.Y. 2014) (citing 8 Collier on Bankruptcy ¶ 1141.02 (16th ed. Rev. 2013)(emphasis in original).

35. As set forth in the Sanchez Complaint, Sanchez alleges that he was hired by the Debtors on January 11, 2021 and terminated on February 11, 2021. *See* Complaint ¶¶ 15-24. All claims asserted in the Complaint arise out of Sanchez's alleged month-long prepetition employment with the Debtors. Because Sanchez asserts the Debtors' alleged liability arose in 2021, Sanchez was obligated to file a proof of claim on account of such prepetition liability.

36. Sanchez was also put on proper notice of his obligation to comply with the Bar Date Order. *See* Affidavit of Service [D.I. 467, Ex. H, p. 136]. Sanchez's failure to file a proof of claim forever bars, enjoins and estops him from demanding or recovering any amounts from the Debtors, the Reorganized Debtors, their respective estates, or the Distribution Trust. Accordingly, this Court should enforce its prior orders and order that the Sanchez is forever barred from pursuing any claim, filing a late proof of claim in the Chapter 11 Cases, or attempting to collect on account of any alleged claims against the Debtors, the Reorganized Debtors, their respective estates, or the Distribution Trust.

37. In addition, Rodriguez and Marquez also received notice of the General Bar Date and notice of entry of the Confirmation Order and occurrence of the Effective Date. *See* Affidavit of Service [D.I. 467, Ex. H, pp. 97, 132]; *see also* Certificate of Service [D.I. 1224, Ex. C, pp. 129, 176]. Rodriguez and Marquez have also not filed any claims against the Debtors to date, including

any claims related to potential contingent or unliquidated liabilities arising out of the Sanchez Action. To the extent that the claims asserted against Rodriguez and Marquez by Sanchez in the Sanchez Action were permitted to proceed, the Distribution Trustee would likely be required to participate in the Sanchez Action litigation through discovery and defense of the Debtors against any claims that may be asserted by Rodriguez and Sanchez against the Debtors. To the extent that any claims asserted against Rodriguez and Marquez in the Sanchez Action could result in a finding of liability of the Debtors, this Court should enforce its prior orders and order that the Rodriguez and Marquez are forever barred from pursuing any claim, filing late a proof of claim in the Chapter 11 Cases, or attempting to collect on account of any alleged claims against the Debtors, the Reorganized Debtors, their respective estates, or the Distribution Trust.

### **RESERVATION OF RIGHTS**

38. The Distribution Trustee hereby reserves the right to object in the future to any Claim filed by Sanchez on any ground, and to amend, modify or supplement this Motion. The Distribution Trustee further reserves all rights to seek sanctions against Sanchez for any further willful violations of the Confirmation Order, Plan, and Plan Injunction.

### **NOTICE**

39. Notice of this Motion will be provided to: (i) the Office of the U.S. Trustee; (ii) Sanchez; (iii) counsel for Sanchez; (iv) Rikki Rodriguez, (v) Nick Marquez, and (v) any party that has requested notice pursuant to Bankruptcy Rule 2002 after the Effective Date. In light of the nature of the relief requested herein, the Distribution Trustee submits that no other or further notice is required.

**NO PRIOR REQUEST**

40. No prior request for the relief sought in this Motion has been made to this or any other court.

**WHEREFORE**, the Distribution Trustee respectfully requests that this Court enter an order, substantially in the form attached hereto as **Exhibit A**: (i) enforcing the Confirmation Order, including the Plan Injunction, against Sanchez, Rodriguez, and Marquez; and (ii) granting such other and further relief as may be just and proper.

Dated: January 29, 2025  
Wilmington, Delaware

**MORRIS JAMES LLP**

/s/ Eric J. Monzo

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*Counsel to the Distribution Trust*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

Prodigy Investment Holdings, Inc.,<sup>1</sup>

Reorganized Debtor.

Chapter 11

Case No. 23-11120 (BLS)

(Jointly Administered)

**Objection Deadline: February 12, 2025 at 4:00 p.m. (ET)**

**Hearing Date: February 19, 2025 at 10:00 a.m. (ET)**

**NOTICE OF MOTION OF THE DISTRIBUTION TRUSTEE FOR AN ORDER  
(I) ENFORCING THE CONFIRMATION ORDER AND  
(II) GRANTING RELATED RELIEF**

**PLEASE TAKE NOTICE** that on January 29, 2025, the distribution trustee (the “Distribution Trustee”) of the PTR A Distribution Trust (the “Distribution Trust”), by and through its undersigned counsel, filed the *Motion of the Distribution Trustee for an Order (I) Enforcing the Confirmation Order and (II) Granting related Relief* (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

**PLEASE TAKE FURTHER NOTICE** that responses, if any, to the Motion must be filed and received before **February 12, 2025 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the response on undersigned counsel.

**PLEASE TAKE FURTHER NOTICE** that a hearing to consider the Motion will be held on **February 19, 2025 at 10:00 a.m. (ET)** (the “Hearing Date”) before the Honorable Brendan L. Shannon, United States Bankruptcy Judge for the District of Delaware, 824 North Market Street, 6<sup>th</sup> Floor, Courtroom 1, Wilmington, Delaware 19801.

**IF NO OBJECTIONS ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN CONNECTION WITH SUCH PLEADINGS WITHOUT FURTHER NOTICE OR HEARING.**

*[Signature Page to Follow]*

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<sup>1</sup> The Reorganized Debtor in this Chapter 11 Case, along with the last four digits of the Reorganized Debtor’s federal tax identification number, is: Prodigy Investments Holdings, Inc. (9565). The location of the Reorganized Debtor’s service address is: 3350 Virginia St., 2nd Floor, Miami, FL 33133.

Dated: January 29, 2025  
Wilmington, Delaware

**MORRIS JAMES LLP**

/s/ Eric J. Monzo

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*Counsel to the Distribution Trust*



**EXHIBIT A**

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

Prodigy Investment Holdings, Inc.,<sup>1</sup>

Reorganized Debtor.

Chapter 11

Case No. 23-11120 (BLS)

(Jointly Administered)

**Re: Docket No. \_\_\_\_**

**ORDER GRANTING DISTRIBUTION TRUSTEE’S  
MOTION TO ENFORCE CONFIRMATION ORDER**

Upon the motion (the “Motion”)<sup>2</sup> of Steven Balasiano, in his capacity as the distribution trustee (the “Distribution Trustee”) of the PTR A Distribution Trust (the “Distribution Trust”) established in the above-captioned chapter 11 case (the “Chapter 11 Case”) of the reorganized debtor, for entry of an order (this “Order”) enforcing the Confirmation Order, including the Plan Injunction, against Jorge Sanchez (“Sanchez”), Rikki Rodriguez (“Rodriguez”), and Nick Marquez (“Marquez”); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012*; and this Court having the power to enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Distribution Trustee’s notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the

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<sup>1</sup> The Reorganized Debtor in this Chapter 11 Case, along with the last four digits of the Reorganized Debtor’s federal tax identification number, is: Prodigy Investments Holdings, Inc. (9565). The location of the Reorganized Debtor’s service address is: 3350 Virginia St., 2nd Floor, Miami, FL 33133.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

statements in support of the relief requested therein at a hearing before this Court (the “Hearing”), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. In accordance with the Confirmation Order and Plan, Sanchez is estopped, enjoined and precluded from continuing the Sanchez Action and asserting any claims or causes of action against the Debtors, the Reorganized Debtors, the Distribution Trust, the Distribution Trustee, and the Debtors’ estates.
3. In accordance with the Confirmation Order and Plan, Rodriguez and Marquez are estopped, enjoined and precluded from asserting any claims or causes of action against the Debtors, the Reorganized Debtors, the Distribution Trust, the Distribution Trustee, and the Debtors’ estates.
4. The Plan Injunction is applicable to the Sanchez Action and any other action taken on the part of Sanchez to collect on account of any alleged claims against the Debtors, the Reorganized Debtors, the Distribution Trust, the Distribution Trustee, and the Debtors’ estates.
5. The Distribution Trustee’s right to object in the future to any late claim filed by Sanchez, Rodriguez, or Marquez is fully reserved.
6. Notice of the Motion, as provided therein, shall be deemed good and sufficient notice of the Motion, and the requirements set forth in Rule 9013-1 of the Local Rules for the United States Bankruptcy Court for the District of Delaware are satisfied.

7. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

8. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**EXHIBIT B**

Monzo Declaration

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

Prodigy Investment Holdings, Inc.,<sup>1</sup>

Reorganized Debtor.

Chapter 11

Case No. 23-11120 (BLS)

(Jointly Administered)

**DECLARATION OF ERIC J. MONZO IN SUPPORT OF MOTION OF THE  
DISTRIBUTION TRUSTEE FOR AN ORDER (I) ENFORCING THE  
CONFIRMATION ORDER AND (II) GRANTING RELATED RELIEF**

Pursuant to 28 U.S.C. § 1746, I, Eric J. Monzo, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge and belief:

1. I am a partner at the law firm of Morris James LLP, counsel in the above-captioned Chapter 11 Case to the Distribution Trustee.

2. I submit this declaration in support of the motion (the “Motion”)<sup>2</sup> of the Distribution Trustee enforcing the Confirmation Order, including the Plan Injunction, against Jorge Sanchez, Rikki Rodriguez, and Nick Marquez, and (ii) granting such other and further relief as is just and proper.

3. Attached hereto as Exhibit 1 is a true and correct copy of the Sanchez Complaint.

4. Attached hereto as Exhibit 2 is a true and correct copy of the Injunction Letter from Lindsay Sklar, Esq. to The Law Offices of Gavril T. Gabriel dated July 23, 2024.

5. Attached hereto as Exhibit 3 is a true and correct copy of email correspondence dated July 29, 2024 through November 25, 2024 between counsel for the Distribution Trustee in the Sanchez Action and counsel for Sanchez.

6. Attached hereto as Exhibit 4 is a true and correct copy of the *Declaration of Gavril T. Gabriel in Support of Attorney’s Motion to Be Relieved as Counsel* dated November 27, 2024.

---

<sup>1</sup> The Reorganized Debtor in this Chapter 11 Case, along with the last four digits of the Reorganized Debtor’s federal tax identification number, is: Prodigy Investments Holdings, Inc. (9565). The location of the Reorganized Debtor’s service address is: 3350 Virginia St., 2nd Floor, Miami, FL 33133.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

I declare, under penalty of perjury, that the foregoing statements are true and correct to the best of my knowledge, information and belief.

Dated: January 29, 2025  
Wilmington, Delaware

/s/ Eric J. Monzo  
Eric J. Monzo (DE Bar No. 5214)

**EXHIBIT 1**

Sanchez Complaint



SUM-100

**SUMMONS**  
**(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

PROTERRA OPERATING COMPANY, INC., a Delaware Corporation; PROTERRA, INC., a Delaware Corporation; RIKKI RODRIGUEZ, an individual;

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

JORGE SANCHEZ, an individual

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

**FILED**

Superior Court of California  
County of Los Angeles

01/16/2024

David W. Slayton, Executive Officer / Clerk of Court

By: C. Garcia Deputy

**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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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 o 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): Pomona Courthouse South  
400 Civic Center Plaza, Pomona, CA 91766

CASE NUMBER:  
(Número del Caso):

**24PSCV00147**

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):  
Gavril T. Gabriel, The Law Offices of Gavril T. Gabriel, 8255 Firestone Blvd., Suite 209, Downey, CA 90241, (562) 758-8210

DATE: **01/16/2024**  
(Fecha)

Clerk, by

David W. Slayton, Executive Officer / Clerk of Court

Deputy

(Secretario)

C. Garcia

(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)).

[SEAL]



**NOTICE TO THE PERSON SERVED: You are served**

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

Page 1 of 1

**SUM-200(A)**

SHORT TITLE: Sanchez v. Proterra Inc.	CASE NUMBER:
--	--------------

**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff    ☒ Defendant    ☐ Cross-Complainant    ☐ Cross-Defendant

NICK MARQUEZ, an individual; and DOES 1 through 40, inclusive,

Page 2 of 2

Page 1 of 1

THE LAW OFFICES OF GAVRIL T. GABRIEL  
8255 FIRESTONE BLVD., SUITE 209  
DOWNEY, CA 90241

1 Gavril T. Gabriel, Esq. [SBN: 296433]  
Athina Kotsia, Esq. [SBN: 330608]  
2 Nikolaos Kefallonitis, Esq. [SBN: 343734]  
THE LAW OFFICES OF GAVRIL T. GABRIEL  
3 8255 Firestone Blvd., Suite 209  
Downey, California 90241

4 Phone: (562) 758-8210  
5 Fax: (562) 758-8219  
Email: GGabriel@GTGLaw.Org  
6 AKotsia@GTGLaw.Org  
NKefallonitis@GTGLaw.Org

7 Attorneys for PLAINTIFF,  
8 JORGE SANCHEZ

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
1/16/2024 5:39 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By C. Garcia, Deputy Clerk

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF LOS ANGELES-POMONA COURTHOUSE SOUTH

12  
13 JORGE SANCHEZ, an individual,  
14 Plaintiff,

15 vs.

16 PROTERRA OPERATING COMPANY,  
INC., a Delaware Corporation; PROTERRA,  
17 INC., a Delaware Corporation; RIKKI  
RODRIGUEZ, an individual; NICK  
18 MARQUEZ, an individual; and DOES 1  
through 40, inclusive,  
19 Defendants.

CASE NO. 24PSCV00147

COMPLAINT FOR:

- (1) DISABILITY/PERCEIVED DISABILITY DISCRIMINATION;
- (2) ASSOCIATION-BASED DISABILITY DISCRIMINATION (Gov. Code, § 12926(o));
- (3) WORK ENVIRONMENT HARASSMENT (Gov. Code, § 12940(j));
- (4) RETALIATION (Gov. Code, § 12940(h));
- (5) FAILURE TO PREVENT HARASSMENT, DISCRIMINATION AND RETALIATION;
- (6) RETALIATION [Labor Code, §§ 98.6, 1102.5, 6310];
- (7) FAILURE TO PROVIDE REASONABLE ACCOMMODATION (Gov. Code, § 12940(m));
- (8) FAILURE TO ENGAGE IN GOOD FAITH INTERACTIVE PROCESS (Gov. Code, § 12940(n));
- (9) UNFAIR AND UNLAWFUL BUSINESS PRACTICES; and
- (10) WRONGFUL TERMINATION [In Violation of Public Policy].

Unlimited,  
Jury Trial Demanded

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COMES NOW PLAINTIFF, Jorge Sanchez (hereafter referred to as "Plaintiff" or "Mr. Jorge Sanchez"), and complains and alleges as follows:

### I. SUMMARY

This is an action by Plaintiff, whose employment with PROTERRA OPERATING COMPANY, INC. and PROTERRA, INC. (hereafter collectively referred to as "Defendants") was wrongfully terminated. Plaintiff brings this action against Defendants for economic, non-economic, compensatory, and punitive damages, pursuant to *Civil Code* section 3294, pre-judgment interest pursuant to *Code of Civil Procedure* section 3291, and costs and reasonable attorneys' fees pursuant to *Government Code* section 12965(b) and *Code of Civil Procedure* section 1021.5.

### II. PARTIES

1. *Plaintiff:* Plaintiff is, and at all times mentioned in this Complaint was, a resident of Los Angeles County. Plaintiff was employed by Defendants in Los Angeles County, State of California.

2. *Defendants:* Defendants PROTERRA OPERATING COMPANY, INC. and DOES 1 through 10 (hereafter collectively referred to as "Proterra Operating Company, Inc." or "Defendant") are, and at all times relevant were, a Delaware Corporation organized and existing by virtue of the laws of the State of Delaware, are qualified to do business and are doing business in the State of California, with their relevant place of business in Los Angeles County, California.

3. Defendants PROTERRA, INC. and DOES 11 through 20 (hereafter collectively referred to as "Proterra, Inc." or "Defendant") are, and at all times relevant were, a Delaware Corporation organized and existing by virtue of the laws of the State of Delaware, are qualified to do business and are doing business in the State of California, with their relevant place of business in Los Angeles County, California.

4. *Individual Defendants:* Defendants Rikki Rodriguez and DOES 21 through 30 (hereafter collectively referred to as "Rikki Rodriguez" or "Defendant") are, and at all times relevant were, individuals who reside in Los Angeles County, California.

5. Defendants Nick Marquez and DOES 31 through 40 (hereafter collectively referred to as "Nick Marquez" or "Defendant") are, and at all times relevant were, individuals who reside

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1 in Los Angeles County, California.

2 6. *Doe Defendants:* Defendants Does 1 through 40, inclusive, are sued under fictitious  
3 names pursuant to *Code of Civil Procedure* section 474. Plaintiff is informed and believes, and on  
4 that basis alleges, that each of the Defendants sued under fictitious names are in some manner  
5 responsible for the wrongs and damages alleged below, in so acting was functioning as the agent,  
6 servant, partner, and employee of the co-Defendants, and in taking the actions mentioned below  
7 was acting within the course and scope of his or her authority as such agent, servant, partner, and  
8 employee, with the permission and consent of the co-Defendants. The named Defendants and Doe  
9 Defendants are sometimes hereafter referred to, collectively and/or individually, as "Defendants."

10 7. *Relationship of Defendants:* All Defendants were responsible for the events and  
11 damages alleged herein, including on the following bases: (a) Defendants committed the acts  
12 alleged; (b) at all relevant times, one or more of the Defendants was the agent or employee, and/or  
13 acted under the control or supervision, of one or more of the remaining Defendants and, in  
14 committing the acts alleged, acted within the course and scope of such agency and employment  
15 and/or is or are otherwise liable for Plaintiff's damages; (c) at all relevant times, there existed a  
16 unity of ownership and interest between or among two or more of the Defendants such that any  
17 individuality and separateness between or among those Defendants has ceased, and Defendants are  
18 the alter egos of one another. Defendants exercised domination and control over one another to  
19 such an extent that any individuality or separateness of Defendants does not, and at all times herein  
20 mentioned did not, exist. Adherence to the fiction of the separate existence of Defendants would  
21 permit abuse of the corporate privilege and would sanction fraud and promote injustice. All actions  
22 of all Defendants were taken by employees, supervisors, executives, officers, and directors during  
23 employment with all Defendants, were taken on behalf of all Defendants, and were engaged in,  
24 authorized, ratified, and approved of by all other Defendants.

25 8. *Joint-Employment:* Defendant PROTERRA OPERATING COMPANY, INC. and  
26 Defendant PROTERRA, INC. are joint-employers of Plaintiff. Both Defendants had the right to  
27 control the work of Plaintiff, and they did in fact control Plaintiff's duties. Plaintiff was employed  
28 by both Defendants based on the following:

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- a. Both Defendants supplied the equipment, tools, and place of work;
- b. The work being done by Plaintiff was part of the regular business of both Defendants
- c. Both Defendants had the right to end their relationship with Plaintiff;
- d. The work being done by Plaintiff was Plaintiff's only occupation or business;
- e. The kind of work performed by Plaintiff was usually done under the direction of a supervisor rather than by a specialist working without supervision; and

9. The kind of work performed by Plaintiff did not require specialized or professional skill.

10. Defendant both directly and indirectly employed Plaintiff, as defined in the Fair Employment and Housing Act ("FEHA") at *Government Code* section 12926(d).

11. In addition, Defendant compelled, coerced, aided, and abetted the discrimination, which is prohibited under California *Government Code* section 12940(i).

12. Finally, at all relevant times mentioned herein, all Defendants acted as agents of all other Defendants in committing the acts alleged herein.

13. *Successor Liability*: Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and between Defendants and DOES 1-20, or any of them, (1) there is an express or implied agreement of assumption pursuant to which Defendants PROTERRA OPERATING COMPANY, INC. and 1 through 10 agreed to be liable for the debts of the other Defendants, (2) the transaction between PROTERRA OPERATING COMPANY, INC., PROTERRA, INC. and DOES 1 through 20 amounts to a consolidation or merger, (3) Defendants PROTERRA OPERATING COMPANY, INC. and DOES 1 through 10 are mere successors of the other Defendants and conduct business as a continuation of PROTERRA, INC., or (4) the transfer of assets to PROTERRA OPERATING COMPANY, INC. is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, PROTERRA OPERATING COMPANY, INC. and 1 through 10 are the successors of one or more of the other Defendants, and are liable on that basis.

### III. VENUE AND JURISDICTION

14. Venue is proper in Los Angeles County because Defendants employed Plaintiff in Los Angeles County, and the acts complained of herein occurred in Los Angeles County.



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#### IV. FACTS COMMON TO ALL CAUSES OF ACTION

15. On January 11, 2021, Proterra Inc. and Proterra Operating Company, Inc. (hereafter “Defendants” or “Proterra”) hired Plaintiff Mr. Jorge Sanchez (hereafter “Plaintiff” or “Mr. Sanchez”) as a Battery Assembler. Plaintiff’s daily duties consisted of lining batteries and helping with the enclosure where they build the blocks of positive and negative charge. His job was to make sure the batteries were built in a uniform manner on the conveyer belt. Plaintiff looked for any damages and from there jotted down what needed to be fixed.

16. It was Plaintiff’s understanding that every employee is entitled to 24 hours of PTO regardless of the amount of time they have actually worked for Defendants. Based thereon, on January 12, 2021, Plaintiff called HR Representative Ms. Rikki Rodriguez and requested to use one of his PTO on that day because he was unable to attend work. Plaintiff’s request was granted by Ms. Rodriguez.

17. On January 14, 2021, Plaintiff needed to take his partner, who was 5-month-old pregnant at that time, to the hospital due to contractions. Because of the urgency of the situation Plaintiff did not have time to notify his supervisor, Mr. Nick Marquez, of this. However, Plaintiff contacted Mr. Marquez on the same day, explained to Mr. Marquez what happened with his partner and why he needed to get her to the hospital. Mr. Marquez acknowledged the situation, assured Plaintiff that he was not going to get written up and told him that he could still come to work for the rest of the day, even though Plaintiff proposed to Mr. Marquez that Plaintiff could use his PTO for that day if that would work better for Mr. Marquez. Eventually, Plaintiff went to work on that day and worked for approximately three to five hours.

18. On January 19, 2021, Plaintiff became aware that one of his coworkers’ spouse had contracted Covid. The name of that co-worker is Louis. Plaintiff worked with Louis in the same facility, which was a relatively very small location, and the 6-feet distance requirement could not be complied with because of the placement of the equipment. Because Plaintiff was working in a very close distance with Louis, he was inevitably exposed to Covid. On the same day, Louis was sent home.

19. On January 20, 2021, Plaintiff went to get tested for Covid and waited for the

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1 results. On the same date, Plaintiff agreed with Mr. Marquez and Ms. Rodriguez that Plaintiff would  
2 report back to work if the test results were negative and as soon as Plaintiff felt better. Proterra's  
3 Covid exposure policy, as explained in writing, states that if someone experiences Covid symptoms,  
4 fever or chills, cough, sore throat, fatigue, runny or stuffy nose, muscle or body aches, headache  
5 and loss of taste, then they were required to stay at home. Plaintiff received his negative test result  
6 on the night of January 21, 2021.

7 20. Although Plaintiff tested negative, he did not go to work on January 22, 2021,  
8 because he was still experiencing Covid symptoms, fever, fatigue, body aches and headaches; and  
9 there was an agreement between Plaintiff, Mr. Marquez and Ms. Rodriguez that he would come  
10 back to work once he obtained a negative Covid test result and feel better. However, on January  
11 22, 2021, Plaintiff received a call from Ms. Rodriguez stating that Plaintiff would receive an  
12 unexcused absence as he did not call them to report the absence. On the same day, Plaintiff spoke  
13 with his Case Manager, Armando. Although Plaintiff explained to him the entire background  
14 regarding the specific occasions that caused Plaintiff not go to work, Armando did not seem to  
15 understand Plaintiff's explanations. During his quarantine period, Plaintiff was still placed on the  
16 work schedule. Both Mr. Marquez and Ms. Rodriguez still expected him to come back to work  
17 even though he was under quarantine. Both expected him to call every morning to let them know  
18 if he was going to work because they had him on schedule every day. They insisted that he was  
19 third exposure even though Plaintiff was advised that he was second exposure.

20 21. Plaintiff received a Corrective Action Form with a Final Warning on or around  
21 January 26, 2021. Plaintiff disputed the "Final Warning" because Plaintiff had not received any  
22 write ups, oral or written warnings or any other kind of corrective action before this "last and final."  
23 This was the first time Plaintiff received any disciplinary action. Citing the absence of any previous  
24 warnings, Defendant's decision to issue a Corrective Action Form with a Final Warning is  
25 groundless. Plaintiff asked Mr. Marquez and Ms. Rodriguez how it was possible that he received a  
26 final warning when he did not receive a first or second warning. However, he received no response.  
27 When Plaintiff returned to work, he checked his points on an app and noticed that he got  
28 accumulated around 4-5 points. Some of those points were accumulated while Plaintiff was on



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1 quarantine. According to company policy if someone gets accumulated 8 points total, they can be  
2 terminated.

3 22. On February 2, 2021, Plaintiff was not feeling well because he was experiencing  
4 headaches. Therefore, Plaintiff asked Mr. Marquez if he could leave earlier from work on that day.  
5 Mr. Marquez approved Plaintiff's request and thus Plaintiff was allowed to leave work three hours  
6 earlier than scheduled.

7 23. On February 3, 2021, after work, Plaintiff was involved in a car accident and  
8 promptly informed Mr. Marquez and Ms. Rodriguez. The whole process for reporting the accident  
9 was not concluded until late at night and as a result Plaintiff was not able to sleep. Therefore,  
10 Plaintiff was excused from work the following day. On Friday, Saturday, and Monday there was  
11 no work scheduled. Indeed, General Manager Sidney had sent an e-mail to all of Proterra's  
12 employees, including Plaintiff, that the whole department would be closed on February 5, 2021,  
13 because some of the materials needed to be used for the company's operations had not yet been  
14 delivered.

15 24. On Thursday, February 11, 2021, Mr. Sanchez was called into the office for a  
16 meeting with Erica (Senior Representative HR), Mr. Marquez and Ms. Rodriguez. They informed  
17 him that he was being terminated because he had accumulated too many points (over 8) for  
18 absence/tardiness without showing the relevant record showing the points accumulated.

19 25. As a result of said harassment, discrimination, retaliation and wrongful termination,  
20 Plaintiff has been harmed. Plaintiff seeks economic and non-economic damages, in addition to  
21 interest, attorney's fees and costs.

22 26. *Economic damages:* As a consequence of Defendants' conduct, Plaintiff has  
23 suffered and will suffer harm, including lost wages, lost future income and employment benefits,  
24 damage to Plaintiff's career, lost overtime, unpaid expenses, and penalties, as well as interest on  
25 unpaid wages at the legal rate from and after each payday on which those wages should have been  
26 paid, in a sum to be proven at trial.

27 27. *Non-economic damages:* As a consequence of Defendants' conduct, Plaintiff has  
28 suffered and will suffer psychological and emotional distress, humiliation, mental pain and physical

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1 pain and anguish, in a sum to be proven at trial.

2 28. *Punitive damages:* Defendants' conduct constitutes oppression, fraud, and/or  
3 malice under California *Civil Code* section 3294 and, thus, entitles Plaintiff to an award of  
4 exemplary and/or punitive damages.

5 a. *Malice:* Defendants' conduct was committed with malice within the meaning of  
6 California *Civil Code* section 3294, including that (a) Defendants acted with intent to cause injury  
7 to Plaintiff and/or acted with reckless disregard for Plaintiff's injury, including by terminating  
8 Plaintiff's employment and/or taking other adverse job actions against Plaintiff because of  
9 Plaintiff's protected class and good-faith complaints and/or (b) Defendants' conduct was despicable  
10 and committed in willful and conscious disregard of Plaintiff's rights, health, and safety, including  
11 Plaintiff's right to be free of harassment, discrimination, retaliation and wrongful employment  
12 termination.

13 b. *Oppression:* In addition, and/or alternatively, Defendants' conduct was committed  
14 with oppression within the meaning of *Civil Code* section 3294, including that Defendants' actions  
15 against Plaintiff because of Plaintiff's protected class and good-faith complaints were "despicable"  
16 and subjected Plaintiff to cruel and unjust hardship in knowing disregard of Plaintiff's rights to a  
17 work place free of harassment, discrimination, retaliation and wrongful employment termination.

18 c. *Fraud:* In addition, and/or alternatively, Defendants' conduct, as alleged, was  
19 fraudulent within the meaning of California *Civil Code* section 3294, including that Defendants  
20 asserted false (pretextual) grounds for terminating Plaintiff's employment and/or other adverse job  
21 actions, thereby to cause Plaintiff hardship and deprive Plaintiff of legal rights.

22 d. Defendants, and their managing agents, officers, and/or directors, including Rikki  
23 Rodriguez and Nick Marquez, authorized and/or ratified the wrongful conduct of their employees,  
24 and are liable for punitive damages. Furthermore, Plaintiff's managers and/or supervisors, Rikki  
25 Rodriguez and Nick Marquez, were supervising agents and encouraged and participated in the  
26 discrimination and harassment of Plaintiff. Rikki Rodriguez and Nick Marquez managed Plaintiff's  
27 place of employment, and were directly involved in the handling of Plaintiff's complaints. Rikki  
28 Rodriguez and Nick Marquez oversaw and evaluated the performance of the employees and

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determined their qualifications before they were hired or terminated. Rikki Rodriguez and Nick Marquez did not necessarily need the approval of others to make various personnel decisions. Rikki Rodriguez and Nick Marquez had substantial discretionary authority in their role, which ultimately affected personnel aspects of PROTERRA, INC. and PROTERRA OPERATING COMPANY, INC.'s business. Rikki Rodriguez and Nick Marquez were PROTERRA, INC. and PROTERRA OPERATING COMPANY, INC.'s supervising and managing agents, and Rikki Rodriguez and Nick Marquez acted with oppression, fraud and malice against Plaintiff.

29. *Exhaustion of administrative remedies:* Prior to filing this action, Plaintiff exhausted all administrative remedies by filing a timely administrative complaint with the Department of Fair Employment and Housing ("DFEH") and receiving a DFEH Right to Sue letter ("Exhibit A").

30. *Attorneys' fees:* Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.

#### V. FIRST CAUSE OF ACTION

(Disability/Perceived Disability Discrimination (Gov. Code, § 12940(a)))  
(Against Proterra Operating Company, Inc., Proterra, Inc., and DOES 1 through 20)

31. Plaintiff re-alleges and incorporates by reference the allegations of previous paragraphs of this Complaint as though fully set forth herein.

32. At all times mentioned herein, Defendants employed five or more persons, and *Government Code* sections 12900 *et seq.*, were in full force and effect and binding on Defendants. These sections require Defendants to refrain from discriminating against any employee as a result of their actual and/or perceived disability, pursuant to section 12940(a). Further, these sections require Defendants to refrain from discriminating against any employee for complaining about discrimination pursuant to sections 12940(h) and 12940(j)(1).

33. Plaintiff is a member of more than one protected class within the meaning of *Government Code* sections 12900 *et seq.*

34. At all times relevant, Plaintiff was an employee of Defendants.

35. During Plaintiff's employment, Plaintiff suffered from a disability/was perceived

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1 as disabled and requested reasonable accommodation.

2 36. At all times material hereto, Plaintiff performed Plaintiff's duties and  
3 responsibilities as required by Defendants competently and above expectation.

4 37. Defendants treated Plaintiff less favorably than other employees. Plaintiff believes  
5 and based thereon alleges that Plaintiff's disability/perceived disability was a factor in Defendants'  
6 discrimination of Plaintiff.

7 38. Further, Defendant terminated Plaintiff's employment.

8 39. Plaintiff believes and based thereon alleges that Plaintiff's disability/perceived  
9 disability as well as Plaintiff's requests for reasonable accommodation were contributing factors in  
10 Defendant's decision to terminate Plaintiff.

11 40. Such discrimination is in violation of *Government Code* sections 12940 *et seq.*, and  
12 has resulted in damage and injury to Plaintiff, as alleged herein.

13 41. Within the time provided by law, Plaintiff filed a complaint with the California  
14 Department of Fair Employment and Housing, in full compliance with FEHA section 2699.3 and  
15 received and served upon Defendants a Right to Sue letter.

16 42. As a proximate cause of Defendants' willful, knowing, and intentional  
17 discrimination against Plaintiff, Plaintiff has sustained, and continues to sustain, substantial losses  
18 in earnings and other employee benefits.

19 43. As a direct and proximate cause of Defendants' unlawful conduct, Plaintiff has  
20 suffered and continues to suffer humiliation, emotional distress, physical pain and mental pain and  
21 anguish, all to Plaintiff's damage in a sum according to proof.

22 44. Defendants were aware of their obligation not to discriminate against Plaintiff  
23 based upon Plaintiff's disability pursuant to *Government Code* section 12940(a). However,  
24 Defendants failed to do so. Thus, Defendants intentionally disregarded the *Government Code* and  
25 discriminated against Plaintiff, so as to cause injury to Plaintiff. Further, Defendants' conduct was  
26 despicable in that it was carried on by Defendants with a willful and conscious disregard of the  
27 rights or safety of others, thereby constituting malice as defined by *Civil Code* section 3294.

28 45. Defendants' discrimination against Plaintiff was despicable, and subjected Plaintiff

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1 to cruel and unjust hardship by subjecting Plaintiff to unwanted disparate treatment and humiliation,  
2 as herein alleged, in conscious disregard of Plaintiff's rights, thereby constituting oppression as  
3 defined by *Civil Code* section 3294.

4 46. Defendants have acted in a malicious and oppressive manner by subjecting Plaintiff  
5 to unwanted discrimination and disparate treatment, entitling Plaintiff to punitive damages.

6 47. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.  
7 Pursuant to *Government Code* section 12965(b), Plaintiff is entitled to recover reasonable  
8 attorneys' fees and costs (including expert costs) in an amount according to proof.

9 48. The damages caused by Defendants are well in excess of the minimum subject  
10 matter jurisdictional amount of this Court and will be demonstrated according to proof.

11 WHEREFORE, Plaintiff demands judgment as hereafter set forth.

12 **VI. SECOND CAUSE OF ACTION**

13 (Association-Based Disability Discrimination (Gov. Code, § 12926(o)))  
14 (Against Proterra Operating Company, Inc., Proterra, Inc., and DOES 1 through 20)

15 49. Plaintiff re-alleges and incorporates by reference the allegations of previous  
16 paragraphs of this Complaint as though fully set forth herein.

17 50. At all times mentioned herein, Defendants employed five or more persons, and  
18 *Government Code* sections 12900 *et seq.*, were in full force and effect and binding on Defendants.  
19 These sections require Defendants to refrain from subjecting an employee to an adverse  
20 employment action based upon an employee's association with a person who is, or is perceived to  
21 be, a disabled person pursuant to section 12926(o).

22 51. Plaintiff is a member of more than one protected class within the meaning of  
23 *Government Code* sections 12900 *et seq.*

24 52. At all times relevant, Plaintiff was an employee of Defendants.

25 53. During Plaintiff's employment, Plaintiff cared for a family member who possesses  
26 a disability which limits his major life activity as defined by *Government Code* section 12926(m).

27 54. Defendants feared that due to Plaintiff's family member's disability, that Plaintiff  
28 would be inattentive at work, or would have to take time off of work.

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1           55.       Plaintiff was able to perform the essential job duties of Plaintiff's position at all  
2 times mentioned herein with reasonable accommodation.

3           56.       At all times material hereto, Plaintiff performed all duties and responsibilities as  
4 required by Defendants competently and above expectation.

5           57.       Further, Defendants terminated Plaintiff's employment.

6           58.       Defendants treated Plaintiff less favorably than other employees. Plaintiff believes  
7 and based thereon alleges that Plaintiff's family member's disability was a factor in Defendants'  
8 discrimination of Plaintiff.

9           59.       Such discrimination is in violation of *Government Code* sections 12940 *et seq.*, and  
10 has resulted in damage and injury to Plaintiff, as alleged herein.

11          60.       Within the time provided by law, Plaintiff filed a complaint with the California  
12 Department of Fair Employment and Housing, in full compliance with FEHA section 2699.3 and  
13 received and served upon Defendants a Right to Sue letter.

14          61.       As a proximate cause of Defendants' willful, knowing, and intentional  
15 discrimination against Plaintiff, Plaintiff has sustained, and continues to sustain, substantial losses  
16 in earnings and other employee benefits.

17          62.       As a direct and proximate cause of Defendants' unlawful conduct, Plaintiff has  
18 suffered and continues to suffer humiliation, emotional distress, physical pain and mental pain and  
19 anguish, all to Plaintiff's damage in a sum according to proof.

20          63.       Defendants were aware of their obligation not to discriminate against Plaintiff  
21 based upon Plaintiff's family member's disability pursuant to *Government Code* section 12940(a).  
22 However, Defendants failed to do so. Thus, Defendants intentionally disregarded the *Government*  
23 *Code* and discriminated against Plaintiff, so as to cause injury to Plaintiff. Further, Defendants'  
24 conduct was despicable in that it was carried on by Defendants with a willful and conscious  
25 disregard of the rights or safety of others, thereby constituting malice as defined by *Civil Code*  
26 section 3294.

27          64.       Defendants' discrimination against Plaintiff based upon Plaintiff's family  
28 member's disability was despicable, and subjected Plaintiff to cruel and unjust hardship by



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1 subjecting Plaintiff to unwanted disparate treatment and humiliation, as herein alleged, in conscious  
2 disregard of Plaintiff's rights, thereby constituting oppression as defined by *Civil Code* section  
3 3294.

4 65. Defendants have acted in a malicious and oppressive manner by subjecting Plaintiff  
5 to unwanted discrimination and disparate treatment, entitling Plaintiff to punitive damages.

6 66. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.  
7 Pursuant to *Government Code* section 12965(b), Plaintiff is entitled to recover reasonable attorneys'  
8 fees and costs (including expert costs) in an amount according to proof.

9 67. The damages caused by Defendants are well in excess of the minimum subject  
10 matter jurisdictional amount of this Court and will be demonstrated according to proof.

11 WHEREFORE, Plaintiff demands judgment as hereafter set forth.

12 **VII. THIRD CAUSE OF ACTION**

13 (Work Environment Harassment (Gov. Code, § 12940(j)))

14 (Against Proterra Operating Company, Inc., Proterra, Inc.; Rikki Rodriguez, Nick Marquez DOES  
15 1 through 40)

16 68. Plaintiff re-alleges and incorporates by reference the allegations of previous  
17 paragraphs of this Complaint as though fully set forth herein.

18 69. At all times mentioned herein, Defendants employed five or more persons, and  
19 *Government Code* sections 12900 *et seq.*, were in full force and effect and binding on Defendants.  
20 These sections require Defendants to refrain from harassing an employee due to Plaintiff's  
21 protected class, creating a work environment that is hostile, intimidating, offensive, oppressive, or  
22 abusive, pursuant to section 12940(j).

23 70. At all times relevant, Plaintiff was an employee of Defendants.

24 71. Plaintiff is a member of more than one protected class within the meaning of  
25 *Government Code* sections 12900 *et seq.*

26 72. During Plaintiff's employment with Defendants, Defendants subjected Plaintiff to  
27 harassing conduct, as herein alleged, in violation of *Government Code* sections 12940(a) and  
28 12940(j).

73. Any reasonable person in Plaintiff's circumstances would have considered the

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1 work environment to be hostile, intimidating, offensive, oppressive and abusive. Plaintiff herself  
2 considered the work environment to be hostile, intimidating, offensive, oppressive and abusive.

3 74. Plaintiff's protected class, and good-faith complaints were substantial motivating  
4 reasons for Defendant's decision to harass Plaintiff, as herein alleged, in violation of *Government*  
5 *Code* section 12940(h).

6 75. As a result of Defendants' harassment of Plaintiff, Plaintiff has been harmed.

7 76. As a proximate cause of Defendants' willful, knowing, and intentional harassment  
8 against Plaintiff, Plaintiff has sustained, and continues to sustain, substantial losses in earnings and  
9 other employee benefits.

10 77. As a direct and proximate cause of Defendants' harassment against Plaintiff,  
11 Plaintiff has suffered and continues to suffer humiliation, emotional distress, physical pain and  
12 mental pain and anguish, all to her damage in a sum according to proof.

13 78. Defendants were aware of their obligation not to harass Plaintiff based upon  
14 Plaintiff's protected class and good-faith complaints, pursuant to *Government Code* section  
15 12940(j). However, Defendants failed to do so. Thus, Defendants intentionally disregarded the  
16 *Government Code* and harassed Plaintiff, so as to cause injury to Plaintiff. Further, Defendants'  
17 conduct was despicable in that it was carried on by Defendants with a willful and conscious  
18 disregard of the rights or safety of others, thereby constituting malice as defined by *Civil Code*  
19 section 3294.

20 79. Defendants' harassment of Plaintiff based upon Plaintiff's protected class and  
21 good-faith complaints was despicable, and subjected Plaintiff to cruel and unjust hardship by  
22 subjecting Plaintiff to humiliation and disparate treatment, as herein alleged, in conscious disregard  
23 of Plaintiff's rights, thereby constituting oppression as defined by *Civil Code* section 3294.

24 80. Defendants have acted in a malicious and oppressive manner by harassing Plaintiff  
25 based upon Plaintiff's protected class and good-faith complaints, entitling Plaintiff to punitive  
26 damages.

27 81. Plaintiff has incurred and continues to incur legal expenses and attorney's fees.  
28 Pursuant to *Government Code* section 12965(b), Plaintiff is entitled to recover reasonable



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1 attorney's fees and cost of suit (including expert costs) in an amount according to proof.

2 82. The damages caused by Defendants are well in excess of the minimum subject  
3 matter jurisdictional amount of this Court and will be demonstrated according to proof.

4 WHEREFORE, Plaintiff demands judgment as hereafter set forth.

5 **VIII. FOURTH CAUSE OF ACTION**

6 (Retaliation (Gov. Code, § 12940(h)))

7 (Against Proterra Operating Company, Inc., Proterra, Inc., and DOES 1 through 20)

8 83. Plaintiff re-alleges and incorporates by reference the allegations of previous  
9 paragraphs of this Complaint as though fully set forth herein.

10 84. At all times mentioned herein, Defendants employed five or more persons, and  
11 *Government Code* sections 12900 *et seq.* were in full force and effect and binding on Defendants.  
12 These sections require Defendants to refrain from retaliating against any employee due sex and/or  
13 gender, and good-faith complaints pursuant to sections 12940(a) and 12940(h).

14 85. At all relevant times, Plaintiff was an employee of Defendants.

15 86. Plaintiff is a member of more than one protected class within the meaning of  
16 *Government Code* sections 12900 *et seq.*

17 87. During Plaintiff's employment, Plaintiff experienced disparate treatment and  
18 harassment based upon Plaintiff's protected class, in direct violation of FEHA.

19 88. Plaintiff complained regarding said discrimination and harassment, as herein  
20 alleged. However, Defendants failed to take action in response to Plaintiff's complaints.

21 89. Further, Plaintiff was terminated by Defendant.

22 90. Plaintiff's protected class, and good-faith complaints were contributing factors in  
23 Defendants' retaliation against Plaintiff.

24 91. As a result of Defendant's unlawful conduct, Plaintiff was harmed. Defendants'  
25 retaliation against Plaintiff was a substantial factor in causing Plaintiff's harm.

26 92. As a proximate result of Defendants' willful, knowing, and intentional retaliation  
27 against Plaintiff, Plaintiff has sustained and continues to sustain substantial losses of earnings and  
28 other employment benefits.

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93. As a proximate result of Defendants' willful, knowing, and intentional retaliation against Plaintiff, Plaintiff has suffered and continues to suffer humiliation, emotional distress, physical pain and mental pain and anguish, all to Plaintiff's damage in a sum according to proof.

94. Defendants were aware of their obligation not to retaliate against Plaintiff based upon Plaintiff's protected class and good-faith complaints, pursuant to FEHA and *Government Code* sections 12940 *et seq.* However, Defendants failed to do so. Thus, Defendants intentionally disregarded FEHA and the *Government Code* and retaliated against Plaintiff, so as to cause injury to Plaintiff. Further, Defendants' conduct was despicable in that it was carried on by Defendants with a willful and conscious disregard of the rights or safety of others, thereby constituting malice as defined by *Civil Code* section 3294.

95. Defendants' retaliation against Plaintiff based upon Plaintiff's protected class and good-faith complaints was despicable, and subjected Plaintiff to cruel and unjust hardship by subjecting Plaintiff to disparate treatment and wrongful employment termination, as herein alleged, in conscious disregard of Plaintiff's rights, thereby constituting oppression as defined by *Civil Code* section 3294.

96. Defendants have acted in a malicious and oppressive manner by retaliating against Plaintiff based upon Plaintiff's protected class and good-faith complaints, entitling Plaintiff to punitive damages.

97. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to *Government Code* section 12965(b), Plaintiff is entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

98. The damages caused by Defendants are well in excess of the minimum subject matter jurisdictional amount of this Court, and will be demonstrated according to proof.

WHEREFORE, Plaintiff demands judgment as hereafter set forth.

#### **XI. FIFTH CAUSE OF ACTION**

(Failure to Prevent Harassment, Discrimination and Retaliation (Gov. Code, § 12940(k)))  
(Against Proterra Operating Company, Inc., Proterra, Inc., and DOES 1 through 20)

99. Plaintiff re-alleges and incorporates by reference the allegations of previous paragraphs of this Complaint as though fully set forth herein.

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100. At all times mentioned herein, Defendants employed five or more persons, and *Government Code* sections 12900 *et seq.*, were in full force and effect and binding on Defendants. These sections require Defendants to take all reasonable steps necessary to prevent harassment, discrimination and retaliation from occurring pursuant to *Government Code* section 12940(k). Prior to filing this Complaint, Plaintiff filed a timely administrative charge with the DFEH and received a Right to Sue letter.

101. At all times relevant, Plaintiff was an employee of Defendants.

102. Throughout Plaintiff's employment with Defendants, Defendants failed to prevent its employees from engaging in intentional actions that resulted in Plaintiff's being treated less favorably because of Plaintiff's protected status. During the course of Plaintiff's employment, Defendants failed to prevent their employees from engaging in unjustified employment practices against employees in such protected classes. Plaintiff has been subjected to harassment, discrimination and retaliation, as herein described at the hands of Defendants and Defendants' agents.

103. Defendants failed to take all reasonable steps to prevent the harassment, discrimination and retaliation faced by Plaintiff. As a result, Plaintiff was harmed.

104. Defendants' failure to take all reasonable steps to prevent the harassment, discrimination and retaliation was a substantial factor in causing Plaintiff's harm.

105. Plaintiff believes, and on that basis alleges, that Plaintiff's protected class and good-faith complaints and/or other protected status and/or other protected activity were substantial motivating factors in Defendants' harassment, discrimination, and retaliation of Plaintiff.

106. As a proximate cause of Defendants' willful, knowing, and intentional failure to prevent harassment, discrimination, and retaliation against Plaintiff, Plaintiff has sustained, and continues to sustain, substantial losses in earnings and other employee benefits.

107. As a direct and proximate cause of Defendants' unlawful conduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, physical pain and mental pain and anguish, all to Plaintiff's damage in a sum according to proof.

108. Pursuant to the *Labor Code*, the consequences for violating section 1102.5 can be

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1 significant. Specifically, employers that violate this section may be ordered to reinstate  
2 whistleblowers with backpay and benefits, pay the employee's actual damages, and/or pay a civil  
3 penalty of \$10,000 for each violation pursuant to *Labor Code* sections 98.6(b), 98.6(b)(3), 1102.5(f)  
4 and 1105.

5 109. Defendants were aware of their obligation to prevent harassment, discrimination  
6 and retaliation, pursuant to *Government Code* section 12940(k). However, Defendants failed to do  
7 so. Thus, Defendants intentionally disregarded the *Government Code* and allowed harassment,  
8 discrimination and retaliation against Plaintiff, so as to cause injury to Plaintiff. Further,  
9 Defendants' conduct was despicable in that it was carried on by Defendants with a willful and  
10 conscious disregard of the rights or safety of others, thereby constituting malice as defined by *Civil*  
11 *Code* section 3294.

12 110. Defendants' failure to prevent harassment, discrimination and retaliation against  
13 Plaintiff was despicable, and subjected Plaintiff to cruel and unjust hardship by subjecting Plaintiff  
14 to said harassing, discriminatory and retaliatory conduct, as herein alleged, in conscious disregard  
15 of Plaintiff's rights, thereby constituting oppression as defined by *Civil Code* section 3294.

16 111. Defendants have acted in a malicious and oppressive manner by failing to prevent  
17 harassment, discrimination and retaliation against Plaintiff, entitling Plaintiff to punitive damages.

18 112. Plaintiff has incurred and continues to incur legal expenses and attorney's fees.  
19 Pursuant to *Government Code* section 12965(b), Plaintiff is entitled to recover reasonable  
20 attorney's fees and costs (including expert costs) in an amount according to proof.

21 113. The damages caused by Defendants are well in excess of the minimum subject  
22 matter jurisdictional amount of this Court and will be demonstrated according to proof.

23 WHEREFORE, Plaintiff demands judgment as hereafter set forth.

## 24 XII. SIXTH CAUSE OF ACTION

25 (Retaliation (Labor Code, §§ 98.6, 1102.5, 6310))

26 (Against Proterra Operating Company, Inc., Proterra, Inc., and DOES 1 through 20)

27 114. Plaintiff re-alleges and incorporates by reference the allegations of previous  
28 paragraphs this Complaint as though fully set forth herein.

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115. At all times mentioned herein, Defendants employed five or more persons, and *Labor Code* sections 98.6, 1102.5 and 6310 were in full force and effect and binding on Defendants. These sections require Defendants to refrain from retaliating against any employee as a result of an employee reporting a work-related injury or illness, the employee's opposition to practices forbidden by state or federal statute, or practices that violate or do not comply with a local, state, or federal rule or regulation pursuant to *Labor Code* sections 98.6(a-g), 1102.5(c) and 6310(a)(4).

116. Throughout Plaintiff's employment, Plaintiff complained to Defendant about harassment and discrimination he faced due to Plaintiff's protected class. Further, Plaintiff complained regarding Defendant's unlawful employment practices. Defendant failed to properly address Plaintiff's complaints.

117. Rather, Defendant terminated Plaintiff's employment.

118. Plaintiff believes, and based thereon alleges, that Defendants terminated Plaintiff in retaliation for Plaintiff's complaints of discrimination, harassment, and Defendant's unlawful employment practices.

119. Plaintiff's good-faith complaints to Defendants about *Labor Code* violations under *Government Code* section 12900 *et seq.*, among other things, were motivating factors in Defendants' decision to take adverse employment actions against Plaintiff and ultimately terminate Plaintiff.

120. As a proximate result of Defendants' willful, knowing, and intentional retaliation against Plaintiff, Plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits.

121. As a proximate result of Defendants' willful, knowing, and intentional unlawful actions against Plaintiff, Plaintiff has suffered and continues to suffer humiliation, emotional distress, physical pain and mental pain and anguish, all to Plaintiff's damage in a sum according to proof.

122. Defendants were aware of their obligation not to retaliate against Plaintiff based upon Plaintiff's good-faith complaints, pursuant to *Labor Code* section 1102.5. However, Defendants failed to do so. Thus, Defendants intentionally disregarded the *Labor Code* and

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1 retaliated against Plaintiff, so as to cause injury to Plaintiff. Further, Defendants' conduct was  
2 despicable in that it was carried on by Defendants with a willful and conscious disregard of the  
3 rights or safety of others, thereby constituting malice as defined by *Civil Code* section 3294.

4 123. Defendants' retaliation against Plaintiff based upon Plaintiff's good-faith  
5 complaints was despicable, and subjected Plaintiff to cruel and unjust hardship by subjecting  
6 Plaintiff to harassment, disparate treatment and wrongful employment termination, as herein  
7 alleged, in conscious disregard of Plaintiff's rights, thereby constituting oppression as defined by  
8 *Civil Code* section 3294.

9 124. Defendants have acted in a malicious and oppressive manner in their retaliation  
10 against Plaintiff for engaging in protected activity, entitling Plaintiff to punitive damages.

11 125. Plaintiff has incurred and continues to incur legal expenses and attorney's fees.  
12 Pursuant to *Government Code* section 12965(b), Plaintiff is entitled to recover reasonable  
13 attorney's fees and costs (including expert costs) in an amount according to proof.

14 126. The damages caused by Defendants are well in excess of the minimum subject  
15 matter jurisdictional amount of this Court and will be demonstrated according to proof.

16 WHEREFORE, Plaintiff demands judgment as hereafter set forth.

### 17 **XIII. SEVENTH CAUSE OF ACTION**

18 (Failure to Provide Reasonable Accommodation (Gov. Code, § 12940(m)))  
19 (Against Proterra Operating Company, Inc., Proterra, Inc., and DOES 1 through 20)

20 127. Plaintiff re-alleges and incorporates by reference the allegations of all previous  
21 paragraphs of this Complaint as though fully set forth herein.

22 128. At all times mentioned herein, Defendants employed five or more persons, and  
23 *Government Code* sections 12900 *et seq.*, were in full force and effect and binding on Defendants.  
24 These sections provide that it is an unlawful employment practice for Defendants to fail to provide  
25 a reasonable accommodation for the actual and/or perceived disability of an employee pursuant to  
26 section 12940(m)(1).

27 129. At all times relevant, Plaintiff was an employee of Defendants.

28 130. At all times relevant, Plaintiff possessed a disability which limited Plaintiff's major



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1 life activity as defined by *Government Code* section 12926(m). As such, Plaintiff is a member of a  
2 protected class within the meaning of *Government Code* sections 12900 *et seq.* At all times material  
3 hereto, Plaintiff satisfactorily performed all duties and responsibilities as required by Defendants.

4 131. Plaintiff was able to perform the essential duties of Plaintiff's position with  
5 reasonable accommodation for Plaintiff's actual and/or perceived disability.

6 132. Defendants refused to provide Plaintiff reasonable accommodation upon Plaintiff's  
7 request, in direct contravention of the FEHA, and specifically in violation of California *Government*  
8 *Code* section 12940.

9 133. Defendants failed to provide reasonable accommodation for Plaintiff's disability.  
10 Defendants' failure to provide reasonable accommodation was a substantial factor in causing  
11 Plaintiff's harm.

12 134. As a proximate cause of Defendants' willful, knowing, and intentional failure to  
13 provide reasonable accommodation, Plaintiff has sustained, and continues to sustain, substantial  
14 losses in earnings and other employee benefits.

15 135. As a direct and proximate cause of Defendants' unlawful conduct, Plaintiff has  
16 suffered and continues to suffer humiliation, emotional distress, physical pain and mental pain and  
17 anguish, all to Plaintiff's damage in a sum according to proof.

18 136. Defendants were aware of their obligation to provide reasonable accommodation,  
19 pursuant to *Government Code* section 12940(m). However, Defendants failed to do so. Thus,  
20 Defendants intentionally disregarded the *Government Code* and failed to provide Plaintiff  
21 reasonable accommodation, so as to cause injury to Plaintiff. Further, Defendants' conduct was  
22 despicable in that it was carried on by Defendants with a willful and conscious disregard of the  
23 rights or safety of others, thereby constituting malice as defined by *Civil Code* section 3294.

24 137. Defendants' failure to provide Plaintiff reasonable accommodation was despicable,  
25 and subjected Plaintiff to cruel and unjust hardship by ignoring Plaintiff's reasonable  
26 accommodation requests and terminating Plaintiff's employment, in conscious disregard of  
27 Plaintiff's rights, thereby constituting oppression as defined by *Civil Code* section 3294.

28 138. Defendants have acted in a malicious and oppressive manner due to their failure to

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1 provide Plaintiff reasonable accommodation, entitling Plaintiff to punitive damages.

2 139. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.  
3 Pursuant to *Government Code* section 12965(b), Plaintiff is entitled to recover reasonable  
4 attorneys' fees and costs (including expert costs) in an amount according to proof.

5 140. The damages caused by Defendants are well in excess of the minimum subject  
6 matter jurisdictional amount of this Court and will be demonstrated according to proof.

7 WHEREFORE, Plaintiff demands judgment as hereafter set forth.

8  
9 **XIV. EIGHTH CAUSE OF ACTION**

9 (Failure to Engage in Good Faith Interactive Process (Gov. Code, § 12940(n)))  
10 (Against Proterra Operating Company, Inc., Proterra, Inc., and DOES 1 through 20)

11 141. Plaintiff re-alleges and incorporates by reference the allegations of previous  
12 paragraphs of this Complaint as though fully set forth herein.

13 142. At all times mentioned herein, Defendants employed five or more persons, and  
14 *Government Code* sections 12900 *et seq.*, were in full force and effect and binding on Defendants.  
15 These sections provide that it is an unlawful employment practice for Defendants to fail to engage  
16 in a timely, good faith interactive process with an employee to determine effective reasonable  
17 accommodations in response to a request by an employee with a disability pursuant to section  
18 12940(n).

19 143. At all times relevant, Plaintiff was an employee of Defendants.

20 144. Plaintiff had a disability as defined by California *Government Code* section  
21 12926(m), and as such, Plaintiff is a member of a protected class within the meaning of *Government*  
22 *Code* sections 12900 *et seq.* At all times material hereto, Plaintiff satisfactorily performed  
23 Plaintiff's duties and responsibilities as required by Defendants.

24 145. Defendants were aware that Plaintiff required accommodations as Plaintiff  
25 informed Defendants of Plaintiff's disability. Plaintiff requested that Defendants make reasonable  
26 accommodation for Plaintiff's disability so that Plaintiff would be able to perform Plaintiff's  
27 essential job requirements.

28 146. Plaintiff was willing to participate in an interactive process to determine whether



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1 reasonable accommodation could be made so that Plaintiff would be able to perform the essential  
2 job requirements.

3 147. Defendants failed to participate in a timely good-faith interactive process with  
4 Plaintiff to determine whether reasonable accommodation could be made.

5 148. As a result of Defendants' failure to engage in a good faith interactive process,  
6 Plaintiff was harmed.

7 149. As a proximate cause of Defendants' willful, knowing, and intentional failure to  
8 engage in a good faith interactive process, Plaintiff has sustained, and continues to sustain,  
9 substantial losses in earnings and other employee benefits.

10 150. As a direct and proximate cause of Defendants' unlawful conduct, Plaintiff has  
11 suffered and continues to suffer humiliation, emotional distress, physical pain and mental pain and  
12 anguish, all to Plaintiff's damage in a sum according to proof.

13 151. Defendants were aware of their obligation to engage in a good faith interactive  
14 process so as to determine reasonable accommodation for Plaintiff, pursuant to *Government Code*  
15 section 12940(n). However, Defendants failed to do so. Thus, Defendants intentionally disregarded  
16 the *Government Code* and failed to engage in a good faith interactive process so as to determine  
17 reasonable accommodation for Plaintiff, so as to cause injury to Plaintiff. Further, Defendants'  
18 conduct was despicable in that it was carried on by Defendants with a willful and conscious  
19 disregard of the rights or safety of others, thereby constituting malice as defined by *Civil Code*  
20 section 3294.

21 152. Defendants' failure to engage in a good faith interactive process was despicable,  
22 and subjected Plaintiff to cruel and unjust hardship by failing to determine reasonable  
23 accommodation for Plaintiff, risking further harm to Plaintiff, as herein alleged, in conscious  
24 disregard of Plaintiff's rights, thereby constituting oppression as defined by *Civil Code* section  
25 3294.

26 153. Defendants have acted in a malicious and oppressive manner by failing to engage  
27 in a good faith interactive process to determine reasonable accommodation for Plaintiff, entitling  
28 Plaintiff to punitive damages.

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154. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to *Government Code* section 12965(b), Plaintiff is entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

155. The damages caused by Defendants are well in excess of the minimum subject matter jurisdictional amount of this Court and will be demonstrated according to proof.

WHEREFORE, Plaintiff demands judgment as hereafter set forth.

#### XV. NINTH CAUSE OF ACTION

(Unfair and Unlawful Business Practices (Bus. & Prof. Code, §§ 17200 *et seq.*))  
(Against Proterra Operating Company, Inc., Proterra, Inc., and DOES 1 through 20)

156. Plaintiff re-alleges and incorporates by reference the allegations of previous paragraphs of this Complaint as though fully set forth herein.

157. Plaintiff, on behalf of herself, brings these claims pursuant to *Business & Professions Code* sections 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of *California Code of Civil Procedure* section 1021.5.

158. Plaintiff is a "person who has suffered injury in fact and has lost money or property as a result of such unfair competition" within the meaning of *Business & Professions Code* section 17204, in that he has been deprived of wages, and therefore has standing to bring this cause for injunctive relief, restitution, and other appropriate equitable relief.

159. *Business & Professions Code* sections 17200 *et seq.*, prohibit unlawful and unfair business practices.

160. Wage and hour laws express fundamental public policies. Providing employees with wages is also a fundamental public policy of this state and of the United States. *California Labor Code* section 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law abiding employers and their employees from competitors who lower their cost by failing to comply with minimum labor standards,

THE LAW OFFICES OF GAVRIEL T. GABRIEL  
8255 FIRESTONE BLVD., SUITE 209  
DOWNEY, CA 90241

1 including failing to properly compensate employees.

2 161. Defendants, beginning at an exact date unknown to Plaintiff, but at least since the  
3 date four years prior to the filing of this suit, have committed acts of unfair competition as defined  
4 by the Unfair Business Practice Act, and have violated statutes of public policies. Through the  
5 conduct alleged in this Complaint, Defendants have acted contrary to these public policies, have  
6 violated specific provisions of the *Labor Code*, and have engaged in other unlawful and unfair  
7 business practices in violation of *Business & Professions Code* section 17200 *et seq.*, depriving  
8 Plaintiff and all interested persons, of the benefits and privileges guaranteed to all employees under  
9 law.

10 162. The conduct of said Defendants as alleged herein, constitutes unfair competition in  
11 violation of section 17200 of the *Business & Professions Code*, in that Defendants have violated  
12 FEHA and *Labor Code* sections 201, 203, 226, 226.7, 510, 1102.5 and 1194.

13 163. Defendants, by engaging in the conduct herein alleged, and either knew, or in the  
14 exercise of reasonable care, should have known that such conduct was unlawful and a violation of  
15 section 17200 of the *Business & Professions Code*.

16 164. Unless restrained by this Court, Defendants will continue to engage in the unlawful  
17 conduct as alleged above. Pursuant to *Business & Professions Code* sections 17200 *et seq.*, this  
18 Court should make such orders or judgments, including the appointment of a receiver, as may be  
19 necessary, to prevent unlawful employment practices by Defendants, their agents or employees, of  
20 any unlawful or deceptive practice prohibited by the *Business & Professions Code*, including but  
21 not limited to, restitution which may be necessary to restore Plaintiff and other similarly situated  
22 employees, the wages Defendants have unlawfully failed to pay.

23 165. Plaintiff's success in this action will enforce important rights affecting the public  
24 interest, and in that regard, Plaintiff sues on behalf of the general public as well as Plaintiff and  
25 others similarly situated. Plaintiff is entitled to restitution, civil penalties, declaratory and injunctive  
26 relief, and all other equitable remedies owing to Plaintiff.

27 166. The action is seeking to vindicate a public right, and it would be against the interests  
28 of justice to penalize Plaintiff by forcing her to pay attorneys' fees from the recovery in this action.

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1 An award of attorneys' fees is appropriate pursuant to *Code of Civil Procedure* section 1021.5 and  
2 otherwise. The damages caused by Defendants are well in excess of the minimum subject matter  
3 jurisdictional amount of this Court and will be demonstrated according to proof.

4 WHEREFORE, Plaintiff demands judgment as hereafter set forth.

5  
6 **XVI. TENTH CAUSE OF ACTION**  
(Wrongful Termination (In Violation of Public Policy))  
7 (Against Proterra Operating Company, Inc., Proterra, Inc., and DOES 1 through 20)

8 167. Plaintiff re-alleges and incorporates by reference the allegations of previous  
9 paragraphs of this Complaint as though fully set forth herein.

10 168. At all times herein mentioned in this Complaint, California *Government Code*  
11 sections 12940 *et seq.*, and California Constitution Article 1, section 8, were in full force and effect  
12 and were binding on the Defendants and the Defendants were subject to their terms, and therefore  
13 Defendants were required to refrain from violations of public policy, including discrimination on  
14 the account of Plaintiff's protected class and good-faith complaints, among other things.

15 169. At all times relevant, Plaintiff was an employee of Defendants.

16 170. Defendant terminated Plaintiff's employment.

17 171. Plaintiff's protected class as well as good-faith complaints regarding discrimination  
18 and harassment were substantial motivating reasons for Defendants' decision to terminate Plaintiff.  
19 As a result of Defendants' wrongful termination of Plaintiff, Plaintiff has been harmed.

20 172. As a direct result of the harassing, discriminatory and retaliatory acts by  
21 Defendants, Plaintiff was terminated in direct violation of public policy. Defendants knew or  
22 reasonably should have known of the intolerable discriminatory acts and conditions and of their  
23 impact on Plaintiff.

24 173. As a proximate result of Defendants' willful, knowing, and intentional misconduct,  
25 Plaintiff has sustained and continues to sustain substantial losses of earnings and other employment  
26 benefits.

27 174. As a proximate result of Defendants' willful, knowing, and intentional misconduct,  
28 Plaintiff has suffered and continues to suffer humiliation, emotional distress, physical pain and

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DOWNEY, CA 90241

1 mental pain and anguish, all to Plaintiff's damage in a sum according to proof.

2 175. Defendants were aware of their obligation not to wrongfully terminate Plaintiff  
3 based upon Plaintiff's protected class and good-faith complaints, pursuant to Public Policy.  
4 However, Defendants failed to do so. Thus, Defendants intentionally disregarded Public Policy and  
5 wrongfully terminated Plaintiff, so as to cause injury to Plaintiff. Further, Defendants' conduct was  
6 despicable in that it was carried on by Defendants with a willful and conscious disregard of the  
7 rights or safety of others, thereby constituting malice as defined by *Civil Code* section 3294.

8 176. Defendants' wrongful termination of Plaintiff's employment was despicable, and  
9 subjected Plaintiff to cruel and unjust hardship, as herein alleged, in conscious disregard of  
10 Plaintiff's rights, thereby constituting oppression as defined by *Civil Code* section 3294.

11 177. Defendants' wrongful termination of Plaintiff's employment was fraudulent in that  
12 Defendants intentionally misrepresented their reason for Plaintiff's termination. Said  
13 misrepresentation was made by Defendants in order to deprive Plaintiff of legal rights or otherwise  
14 cause Plaintiff's injury. Plaintiff believes and alleges that he was terminated due to Plaintiff's  
15 protected class and good-faith complaints. Defendants' misrepresentation of their reason for  
16 Plaintiff's termination thereby constitutes fraud as defined by *Civil Code* section 3294.

17 178. Defendants have acted in a malicious, oppressive and fraudulent manner in their  
18 wrongful termination of Plaintiff, entitling Plaintiff to punitive damages.

19 179. Plaintiff has incurred and continues to incur legal expenses and attorney's fees.  
20 Pursuant to *Government Code* section 12965(b), Plaintiff is entitled to recover reasonable attorney's  
21 fees and costs (including expert costs) in an amount according to proof.

22 180. The damages caused by Defendants are well in excess of the minimum subject  
23 matter jurisdictional amount of this Court and will be demonstrated according to proof.

24 WHEREFORE, Plaintiff demands judgment as hereafter set forth.

## 25 XVII. PRAYER FOR RELIEF

26 WHEREFORE, Plaintiff prays for judgment, against Defendants, and each of them, as  
27 follows:

28 ***ON ALL CAUSES OF ACTION***

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8255 FIRESTONE BLVD., SUITE 209  
DOWNEY, CA 90241

1. For general damages according to proof but no less than \$3,000,000.00;
2. For special damages according to proof but no less than \$3,000,000.00;
3. For punitive damages in an amount appropriate to punish Defendants and deter others from engaging in similar misconduct on appropriate legal causes of action;
4. For compensatory damages according to proof;
5. For penalties of no less than \$200,000.00;
6. For prejudgment interest;
7. For costs of suit, including attorneys' fees; and
8. For such other relief as the Court deems just and proper.

DATED: January 16, 2024

THE LAW OFFICES OF GAVRIL T. GABRIEL

By:



Gavril T. Gabriel, Esq.  
Athina Kotsia, Esq.  
Nikolaos Kefallonitis, Esq.  
Attorneys for PLAINTIFF, JORGE SANCHEZ

DEMAND FOR JURY TRIAL

NOTICE IS HEREBY GIVEN that Plaintiff, JORGE SANCHEZ, hereby demands trial by jury in the above-entitled matter.

DATED: January 16, 2024

THE LAW OFFICES OF GAVRIL T. GABRIEL

By:



Gavril T. Gabriel, Esq.

Athina Kotsia, Esq.

Nikolaos Kefallonitis, Esq.

Attorneys for PLAINTIFF, JORGE SANCHEZ

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# EXHIBIT “A”

"EXHIBIT A" ATTACHED TO COMPLAINT



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

## Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

January 11, 2024

Jorge Sanchez

RE: **Notice to Complainant**  
CRD Matter Number: 202312-23055522  
Right to Sue: Sanchez / PROTERRA OPERATING COMPANY, INC. et al.

Dear Jorge Sanchez:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

**Pursuant to Government Code section 12962, CRD will not serve these documents on the employer.** You must serve the complaint separately, to all named respondents. If you do not have an attorney, you must serve the complaint yourself. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department

STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

**Civil Rights Department**

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800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

January 11, 2024

**RE: Notice of Filing of Discrimination Complaint**

CRD Matter Number: 202312-23055522

Right to Sue: Sanchez / PROTERRA OPERATING COMPANY, INC. et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department

STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

**Civil Rights Department**

KEVIN KISH, DIRECTOR

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January 11, 2024

Jorge Sanchez

**RE: Notice of Case Closure and Right to Sue**

CRD Matter Number: 202312-23055522

Right to Sue: Sanchez / PROTERRA OPERATING COMPANY, INC. et al.

Dear Jorge Sanchez:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective January 11, 2024 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days

STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

## Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION  
BEFORE THE STATE OF CALIFORNIA  
Civil Rights Department  
Under the California Fair Employment and Housing Act  
(Gov. Code, § 12900 et seq.)**

**In the Matter of the Complaint of**

Jorge Sanchez

CRD No. 202312-23055522

Complainant,

vs.

PROTERRA OPERATING COMPANY, INC.  
1815 ROLLINS RD.  
BURLINGAME, CA 94010

Rikki Rodriguez  
383 Cheryl Lane  
City of Industry, CA 91789

Nick Marquez  
383 Cheryl Lane  
City of Industry 91789, CA 91789

PROTERRA, INC.  
1 Whitlee Court  
Greenville, SC 29607

Respondents

1. Respondent **PROTERRA OPERATING COMPANY, INC.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Rikki Rodriguez** individual as Co-Respondent(s).  
Complainant is naming **Nick Marquez** individual as Co-Respondent(s).  
Complainant is naming **PROTERRA, INC.** business as Co-Respondent(s).

3. Complainant **Jorge Sanchez**, resides in the City of , State of .

4. Complainant alleges that on or about **February 11, 2021**, respondent took the following adverse actions:

-1-

*Complaint – CRD No. 202312-23055522*

Date Filed: January 11, 2024

CRD-ENF 80 RS (Revised 12/22)

1 **Complainant was harassed** because of complainant's association with a member of a  
 2 protected class, disability (physical, intellectual/developmental, mental health/psychiatric),  
 3 family care and medical leave (cfra) related to serious health condition of employee or family  
 member, child bonding, or military exigencies.

4 **Complainant was discriminated against** because of complainant's association with a  
 5 member of a protected class, disability (physical, intellectual/developmental, mental  
 6 health/psychiatric), family care and medical leave (cfra) related to serious health condition of  
 7 employee or family member, child bonding, or military exigencies and as a result of the  
 discrimination was terminated, reprimanded, denied work opportunities or assignments,  
 8 denied accommodation for a disability, denied employer paid health care while on family  
 care and medical leave (cfra), denied family care and medical leave (cfra) related to serious  
 health condition of employee or family member, child bonding, or military exigencies.

9 **Complainant experienced retaliation** because complainant reported or resisted any form  
 10 of discrimination or harassment, requested or used a disability-related accommodation,  
 participated as a witness in a discrimination or harassment complaint, requested or used  
 11 family care and medical leave (cfra) related to serious health condition of employee or family  
 member, child bonding, or military exigencies and as a result was terminated, reprimanded,  
 12 denied work opportunities or assignments, denied accommodation for a disability, denied  
 employer paid health care while on family care and medical leave (cfra), denied family care  
 and medical leave (cfra) related to serious health condition of employee or family member,  
 13 child bonding, or military exigencies.

14 **Additional Complaint Details:** On January 11, 2021, Proterra Inc. and Proterra Operating  
 15 Company, Inc. (hereafter "Defendants" or "Proterra") hired Plaintiff Mr. Jorge Sanchez  
 (hereafter "Plaintiff" or "Mr. Sanchez") as a Battery Assembler. Plaintiff's daily duties  
 16 consisted of lining batteries and helping with the enclosure where they build the blocks of  
 positive and negative charge. His job was to make sure the batteries were built in a uniform  
 17 manner on the conveyer belt. Plaintiff looked for any damages and from there jotted down  
 what needed to be fixed.

18 It was Plaintiff's understanding that every employee is entitled to 24 hours of PTO  
 regardless of the amount of time they have actually worked for Defendant. Based thereon,  
 19 on January 12, 2021, Plaintiff called HR Representative Ms. Rikki Rodriguez and requested  
 to use one of his PTO on that day because he was unable to attend work. Plaintiff's request  
 20 was granted by Ms. Rodriguez.

21 On January 14, 2021, Plaintiff needed to take his partner, who was 5-month-old  
 pregnant at that time, to the hospital due to contractions. Because of the urgency of the  
 22 situation Plaintiff did not have time to notify his supervisor, Mr. Nick Marquez, of this.  
 However, Plaintiff contacted Mr. Marquez on the same day, explained to Mr. Marquez what  
 23 happened with his partner and why he needed to get her to the hospital. Mr. Marquez  
 acknowledged the situation, assured Plaintiff that he was not going to get written up and  
 24 told him that he could still come to work for the rest of the day, even though Plaintiff  
 proposed to Mr. Marquez that Plaintiff could use his PTO for that day if that would work

25  
 26 -2-

27 *Complaint – CRD No. 202312-23055522*

28 Date Filed: January 11, 2024

1 better for Mr. Marquez. Eventually, Plaintiff went to work on that day and worked for  
approximately three to five hours.

2 On January 19, 2021, Plaintiff became aware that one of his coworkers' spouse had  
3 contracted Covid. The name of that co-worker is Louis. Plaintiff worked with Louis in the  
4 same facility, which was a relatively very small location, and the 6-feet distance requirement  
could not be complied with because of the placement of the equipment. Because Plaintiff  
was working in a very close distance with Louis, he was inevitably exposed to Covid. On the  
same day, Louis was sent home.

5 On January 20, 2021, Plaintiff went to get tested for Covid and waited for the results.  
6 On the same date, Plaintiff agreed with Mr. Marquez and Ms. Rodriguez that Plaintiff would  
report back to work if the test results were negative and as soon as Plaintiff felt better.  
7 Proterra's Covid exposure policy, as explained in writing, states that if someone experiences  
8 Covid symptoms, fever or chills, cough, sore throat, fatigue, runny or stuffy nose, muscle or  
body aches, headache and loss of taste, then they were required to stay at home. Plaintiff  
received his negative test result on the night of January 21, 2021.

9 Although Plaintiff tested negative, he did not go to work on January 22, 2021,  
10 because he was still experiencing Covid symptoms, fever, fatigue, body aches and  
headaches; and there was an agreement between Plaintiff, Mr. Marquez and Ms. Rodriguez  
11 that he would come back to work once he obtained a negative Covid test result and feel  
better. However, on January 22, 2021, Plaintiff received a call from Ms. Rodriguez stating  
12 that Plaintiff would receive an unexcused absence as he did not call them to report the  
absence. On the same day, Plaintiff spoke with his Case Manager, Armando. Although  
13 Plaintiff explained to him the entire background regarding the specific occasions that caused  
Plaintiff not go to work, Armando did not seem to understand Plaintiff's explanations. During  
14 his quarantine period, Plaintiff was still placed on the work schedule. Both Mr. Marquez and  
Ms. Rodriguez still expected him to come back to work even though he was under  
15 quarantine. Both expected him to call every morning to let them know if he was going to  
work because they had him on schedule every day. They insisted that he was third  
16 exposure even though Plaintiff was advised that he was second exposure.

17 Plaintiff received a Corrective Action Form with a Final Warning on or around  
January 26, 2021. Plaintiff disputed the "Final Warning" because Plaintiff had not received  
18 any write ups, oral or written warnings or any other kind of corrective action before this "last  
and final." This was the first time Plaintiff received any disciplinary action. Citing the absence  
19 of any previous warnings, Defendant's decision to issue a Corrective Action Form with a  
Final Warning is groundless. Plaintiff asked Mr. Marquez and Ms. Rodriguez how it was  
20 possible that he received a final warning when he did not receive a first or second warning.  
However, he received no response. When Plaintiff returned to work, he checked his points  
21 on an app and noticed that he got accumulated around 4-5 points. Some of those points  
were accumulated while Plaintiff was on quarantine. According to company policy if  
someone gets accumulated 8 points total, they can be terminated.

22 On February 2, 2021, Plaintiff was not feeling well because he was experiencing  
23 headaches. Therefore, Plaintiff asked Mr. Marquez if he could leave earlier from work on  
that day. Mr. Marquez approved Plaintiff's request and thus Plaintiff was allowed to leave  
24 work three hours earlier than scheduled.

25 On February 3, 2021, after work, Plaintiff was involved in a car accident and promptly  
informed Mr. Marquez and Ms. Rodriguez. The whole process for reporting the accident was



1 not concluded until late at night and as a result Plaintiff was not able to sleep. Therefore,  
2 Plaintiff was excused from work the following day. On Friday, Saturday, and Monday there  
3 was no work scheduled. Indeed, General Manager Sidney had sent an e-mail to all of  
4 Proterra's employees, including Plaintiff, that the whole department would be closed on  
5 February 5, 2021, because some of the materials needed to be used for the company's  
6 operations had not yet been delivered.

7 On Thursday, February 11, 2021, Mr. Sanchez was called into the office for a  
8 meeting with Erica (Senior Representative HR), Mr. Marquez and Ms. Rodriguez. They  
9 informed him that he was being terminated because he had accumulated too many points  
10 (over 8) for absence/tardiness without showing the relevant record showing the points  
11 accumulated.

12 As a result of said harassment, discrimination, retaliation and wrongful termination,  
13 Plaintiff has been harmed. Plaintiff seeks economic and non-economic damages, in addition  
14 to interest, attorney's fees and costs.



1 VERIFICATION

2 I, **ATHINA KOTSIA**, am the **Attorney** in the above-entitled complaint. I have read the  
3 foregoing complaint and know the contents thereof. The matters alleged are based  
4 on information and belief, which I believe to be true.

5 On January 11, 2024, I declare under penalty of perjury under the laws of the State of  
6 California that the foregoing is true and correct.

DOWNEY, CA

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Complaint – CRD No. 202312-23055522

Date Filed: January 11, 2024

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Violeta Viladeris, am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is:

8255 Firestone Blvd., Suite 209  
Downey, CA 90241

On January 13, 2024, I served the foregoing document described as:

**RIGHT TO SUE: JORGE SANCHEZ / PROTERRA OPERATING COMPANY, INC**  
on all interested parties in this action by placing ☒ a true copy ☐ the original thereof enclosed in an email and sealed envelope(s) at Downey, California, addressed as follows:

**Proterra Operating Company, Inc**  
1815 Rollins Rd.  
Burlingame, CA 94010

**Erin Haggerty**  
*Agent for Service of Process of:*  
**Proterra Operating Company, Inc**  
1325 J St. Suite 1550  
Sacramento, CA 95814

☒ **BY REGULAR MAIL:** I deposited such envelope in the mail at Downey, California. The envelope was mailed with postage thereon fully prepaid. 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 Downey, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

☐ **BY OVERNIGHT DELIVERY:** I deposited such envelope for collection and delivery by Fed Ex, with delivery fees paid or provided for in accordance with ordinary business practices. I am "readily familiar" with the firm's practice of collection and processing packages for overnight delivery by Fed Ex. They are deposited with a facility regularly maintained by Fed Ex for receipt on the same day in the ordinary course of business.

☐ **BY ELECTRONIC TRANSMISSION:** Pursuant to an agreement between the parties to accept service via electronic transmission, I transmitted a PDF version of this document by electronic mail to the party(s) identified on the attached service list using the e-mail address(es) indicated.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 13, 2024, at Downey, California.

*Violeta Viladeris*

Violeta Viladeris  
vviladeris@gtglaw.org



## Superior Court of California, County of Los Angeles

### ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

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

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

#### What is ADR?

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

#### Advantages of ADR

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

#### Disadvantages of ADR

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

#### Main Types of ADR

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

#### **Mediation may be appropriate when the parties**

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

#### **Mediation may not be appropriate when the parties**

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

### How to Arrange Mediation in Los Angeles County

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

**a. The Civil Mediation Vendor Resource List**

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

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, [janet@adrservices.com](mailto:janet@adrservices.com)  
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager [info@mediationLA.org](mailto:info@mediationLA.org)  
(833) 476-9145

**These organizations cannot accept every case and they may decline cases at their discretion.** They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at [www.lacourt.org/ADR.Res.List](http://www.lacourt.org/ADR.Res.List)

**NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.**

**b. Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.

<https://dcba.lacounty.gov/countywidedrp/>

**Online Dispute Resolution (ODR).** Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <https://my.lacourt.org/odr/>

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

**3. Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit

<https://www.courts.ca.gov/programs-adr.htm>

**4. Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <https://www.lacourt.org/division/civil/CI0047.aspx>

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

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

<p align="center"><b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b></p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Pomona Courthouse South 400 Civic Center Plaza, Pomona, CA 91766</p>	<p align="center"><b>FILED</b> Superior Court of California County of Los Angeles <b>01/16/2024</b></p>
<p align="center"><b>NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE</b></p>	<p align="center">David W. Slayton, Executive Officer / Clerk of Court By: <u>C. Garcia</u> Deputy</p>
<p>Your case is assigned for all purposes to the judicial officer indicated below.</p>	<p>CASE NUMBER: <b>24PSCV00147</b></p>

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓ Christian R. Gullon	O					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**

on 01/17/2024  
(Date)

By C. Garcia, Deputy Clerk

### **INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

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

#### **APPLICATION**

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

#### **PRIORITY OVER OTHER RULES**

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

#### **CHALLENGE TO ASSIGNED JUDGE**

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

#### **TIME STANDARDS**

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

#### **COMPLAINTS**

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

#### **CROSS-COMPLAINTS**

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

#### **STATUS CONFERENCE**

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

#### **FINAL STATUS CONFERENCE**

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

#### **SANCTIONS**

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

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

#### **Class Actions**

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

#### **\*Provisionally Complex Cases**

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



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Gavril T. Gabriel [296433]/Athina Kotsia [330608]/Nikolaos Kefallonitis [343734] The Law Offices of Gavril T. Gabriel, 8255 Firestone Blvd., Suite 209, Downey, CA 90241		<b>FOR COURT USE ONLY</b>  Electronically FILED by Superior Court of California, County of Los Angeles 1/16/2024 5:39 PM David W. Slayton, Executive Officer/Clerk of Court, By C. Garcia, Deputy Clerk	
TELEPHONE NO.: (562) 758-8210 FAX NO. (Optional): (562) 758-8219 E-MAIL ADDRESS: GGabriel@gtglaw.org/AKotsia@gtglaw.org/NKefallonitis@gtglaw.org ATTORNEY FOR (Name): Plaintiff, Jorge Sanchez			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 400 Civic Center Plaza MAILING ADDRESS: (same as above) CITY AND ZIP CODE: Pomona, 91766 BRANCH NAME: Pomona Courthouse South			
CASE NAME: Jorge Sanchez v. Proterra Inc.			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>24PSCV00147</b>
		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:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <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) <b>Non-PI/PD/WD (Other) Tort</b> <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) <b>Employment</b> <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <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) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <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)	<b>Provisionally Complex Civil Litigation</b> (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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): TEN (10)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 16, 2024

Gavril T. Gabriel/Athina Kotsia/Nikolaos Kefallonitis

(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

**CIVIL CASE COVER SHEET**

## 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

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)</b>
Auto (22)-Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)	Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	Construction Defect (10)
<b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>	Contract/Warranty Breach-Seller Plaintiff (not fraud or negligence)	Claims Involving Mass Tort (40)
Asbestos (04)	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Asbestos Property Damage	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos Personal Injury/Wrongful Death	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Product Liability (not asbestos or toxic/environmental) (24)	Collection Case-Seller Plaintiff	<b>Enforcement of Judgment</b>
Medical Malpractice (45)	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Medical Malpractice-Physicians & Surgeons	Insurance Coverage (not provisionally complex) (18)	Abstract of Judgment (Out of County)
Other Professional Health Care Malpractice	Auto Subrogation	Confession of Judgment (non-domestic relations)
Other PI/PD/WD (23)	Other Coverage	Sister State Judgment
Premises Liability (e.g., slip and fall)	Other Contract (37)	Administrative Agency Award (not unpaid taxes)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Intentional Infliction of Emotional Distress	Other Contract Dispute	Other Enforcement of Judgment Case
Negligent Infliction of Emotional Distress	<b>Real Property</b>	<b>Miscellaneous Civil Complaint</b>
Other PI/PD/WD	Eminent Domain/Inverse Condemnation (14)	RICO (27)
<b>Non-PI/PD/WD (Other) Tort</b>	Wrongful Eviction (33)	Other Complaint (not specified above) (42)
Business Tort/Unfair Business Practice (07)	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Writ of Possession of Real Property	Injunctive Relief Only (non-harassment)
Defamation (e.g., slander, libel) (13)	Mortgage Foreclosure	Mechanics Lien
Fraud (16)	Quiet Title	Other Commercial Complaint Case (non-tort/non-complex)
Intellectual Property (19)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Other Civil Complaint (non-tort/non-complex)
Professional Negligence (25)	<b>Unlawful Detainer</b>	<b>Miscellaneous Civil Petition</b>
Legal Malpractice	Commercial (31)	Partnership and Corporate Governance (21)
Other Professional Malpractice (not medical or legal)	Residential (32)	Other Petition (not specified above) (43)
Other Non-PI/PD/WD Tort (35)	Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Civil Harassment
<b>Employment</b>	<b>Judicial Review</b>	Workplace Violence
Wrongful Termination (36)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Other Employment (15)	Petition Re: Arbitration Award (11)	Election Contest
	Writ of Mandate (02)	Petition for Name Change
	Writ-Administrative Mandamus	Petition for Relief From Late Claim
	Writ-Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ-Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal-Labor Commissioner Appeals	



SHORT TITLE Sanchez v. Proterra Inc.	CASE NUMBER 24PSCV00147
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION****(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

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

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

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

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

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

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE Sanchez v. Proterra Inc.	CASE NUMBER 24PSCV00147
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Other Personal Injury/ Property Damage/ Wrongful Death		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	<input checked="" type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE Sanchez v. Proterra Inc.	CASE NUMBER 24PSCV00147
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/ Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
		<input type="checkbox"/> 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE Sanchez v. Proterra Inc.	CASE NUMBER 24PSCV00147
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2003 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9

SHORT TITLE Sanchez v. Proterra Inc.	CASE NUMBER 24PSCV00147
---	----------------------------

**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS: 383 Cheryl Lane
CITY: City of Industry	STATE: CA	ZIP CODE: 91789	

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

Dated: 01/16/2024

  
(SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (10/22).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

**EXHIBIT 2**

Injunction Letter Dated July 23, 2024



Lindsay Sklar  
Counsel

1251 Avenue of the Americas  
New York, New York

T: 646.414.6883  
F: 973.597.2400  
E: [lsklar@lowenstein.com](mailto:lsklar@lowenstein.com)

July 23, 2024

**VIA EMAIL**

The Law Offices of Gavril T. Gabriel  
Gavril T. Gabriel, Esq.  
Athina Kotsia, Esq.  
Nikolaos Kefallonitis, Esq.  
8255 Firestone Blvd., Suite 209  
Downey, California  
Email: [GGabriel@gtglaw.org](mailto:GGabriel@gtglaw.org)  
[AKotsia@gtglaw.org](mailto:AKotsia@gtglaw.org)  
[NKefallonitis@gtglaw.org](mailto:NKefallonitis@gtglaw.org)

**Re: *Jorge Sanchez v. Proterra Operating Company, Inc., Proterra Inc, et. al*, Case no. 24PSCV00127  
*In re Prodigy Investments Holdings, Inc. (f/k/a/ Proterra Inc.)*; United States Bankruptcy Court for the District of Delaware; Case No. 23-11120-BLS**

Counsel:

This firm is counsel to the PTR A Distribution Trust (the “Trust”) in the Chapter 11 Cases (as defined below) of Prodigy Investments Holdings, Inc. (f/k/a Proterra Inc.), and its debtor affiliate Proterra Operating Company, Inc. (together, the “Debtors”). We write in connection with the above referenced case pending in the Superior Court of the State of California, County of Los Angeles-Pomona Courthouse South (the “Matter”). As outlined in further detail herein, continued prosecution of the Matter is barred by the Plan Injunction (as defined below). As a result, you are charged with taking all steps necessary to dismiss the Matter by no later than **August 1, 2024**.

**Background**

On August 7, 2023 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), jointly administered under the caption *In re Prodigy Investments Holdings, Inc. (f/k/a/ Proterra Inc.)*, Case No. 23-11120-BLS (the “Chapter 11 Cases”).<sup>1</sup>

On September 5, 2023, the Bankruptcy Court entered an order [Docket No. 187] (the “Bar Date Order”) establishing the deadline for parties holding claims against the Debtors that arose before the Petition Date to file proofs of claim (“Proofs of Claim”). Under the Bar Date Order, the

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<sup>1</sup> Copies of the Bankruptcy Court documents referenced herein are available free of charge at <https://www.kccllc.net/proterra>.



deadline to file Proofs of Claim for general unsecured claims was November 13, 2023 (the “Bar Date”) as also established by the Notice of Entry of Bar Date Order [Docket No. 344]. The Bar Date Order provides that any claimant that is required to file a Proof of Claim, but that fails to do so properly by the applicable Bar Date, shall not be treated as a creditor of the Debtors and therefore shall not be entitled to a distribution under the Plan. See Bar Date Order ¶ 15.

The Bankruptcy Court entered orders approving and authorizing the Debtors’ sale of substantially all of their assets, including the sale of the Debtors’ (i) transit and battery lease assets free and clear of all liens, claims and encumbrances to Phoenix Motor, Inc. [Docket No. 833] that closed on January 9, 2024, and (ii) powered assets free and clear of all liens, claims and encumbrances to Volvo Battery Solutions LLC [Docket No. 664]. The sale of the transit lease assets closed on January 11, 2024 [Docket No. 879] while the sale of the battery lease assets closed on February 7, 2024 [Docket No. 1010]. The sale of the powered assets closed on February 1, 2024 [Docket No. 968].

On March 6, 2024, the Bankruptcy Court entered its *Order Confirming the Fifth Amended Joint Chapter 11 Plan of Reorganization of Proterra Inc. and its Debtor Affiliate* (the “Confirmation Order”) [Docket No. 1180], confirming the *Debtors’ Fifth Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (the “Plan”) [Docket No. 1154] pursuant to section 1129 of the Bankruptcy Code and approving all documents included in the Plan Supplement<sup>2</sup> necessary to implement the Plan, including the Distribution Trust Agreement (the “DTA”) [Docket No. 1076].

Pursuant to the Confirmation Order, upon the Effective Date of the Plan, MHR Advisory Group, LLC, by and through Steven Balasiano, Esq., was appointed as the Distribution Trustee (the “Distribution Trustee”) of the Trust. The Confirmation Order further approved the DTA and the terms thereof and authorized the Distribution Trustee to enter into and perform under the DTA. See Confirmation Order, ¶ 29.

On March 13, 2024 (the “Effective Date”), the Plan was declared effective. See *Notice of (I) Entry of Confirmation Order, (II) Occurrence of Effective Date, and (III) Final Deadlines for Filing Certain Claims* [Docket No. 1208]. On the Effective Date, pursuant to sections 1141(b) and 1141(c) of the Bankruptcy Code and except as otherwise provided in the Plan, the assets of the respective Debtors’ estates were transferred to and vested in the Distribution Trust. See Confirmation Order, ¶ 83.

### **The Plan Injunction**

Please be advised that the Plan provides for the discharge of all claims arising prior to the Effective Date of the Plan, in exchange for the treatment of such claims set forth in the Plan. Pursuant to the Plan and Confirmation Order, confirmation of the Plan serves as a broad permanent injunction against all entities who have held, hold, or may hold claims against or interest in the Debtors, the Trust, or the Estates that arose prior to the Effective date. The Plan enjoins such persons or entities from:

<sup>2</sup> Capitalized terms not defined herein shall have the same meanings as ascribed to them in the Plan.



(a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such claims or interests; (d) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Entity has, on or before the Effective Date, asserted such setoff right in a document filed with the Bankruptcy Court (i.e., a timely filed motion or proof of claim) explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan. (the “Plan Injunction”). See Plan, at page 75; Plan, Article IX.E.

## Conclusion

Accordingly, based on the Plan Injunction, which controls, and since Mr. Sanchez failed to file a proof of claim by the bar date in the Chapter 11 Cases, any claim Mr. Sanchez may have asserted against the Debtors and/or the Trust has been discharged, and Mr. Sanchez is enjoined from taking action in connection with this Matter or any other legal action against the Debtors, the Distribution Trust, and the Debtors’ estates. Therefore, you are charged to take all steps necessary to dismiss the Matter by no later than **August 1, 2024**.

Any efforts to proceed with legal action against the Debtors relating to this Matter will be considered a violation of the Plan Injunction and the Bankruptcy Court’s Confirmation Order. The Trust reserves any and all rights, including the right to seek damages for any willful violation of the Confirmation Order. Please be guided accordingly.

Sincerely,

/s/ Lindsay Sklar  
Lindsay Sklar, Esq.

**EXHIBIT 3**

Email Communications with Sanchez's Counsel

**From:** [Priya.Singh@gtlaw.com](mailto:Priya.Singh@gtlaw.com)  
**To:** [akotsia@gtglaw.org](mailto:akotsia@gtglaw.org); [GGabriel@gtglaw.org](mailto:GGabriel@gtglaw.org); [nkefallonitis@gtglaw.org](mailto:nkefallonitis@gtglaw.org)  
**Cc:** [sdavoodi@gtglaw.org](mailto:sdavoodi@gtglaw.org); [kcooper@gtglaw.org](mailto:kcooper@gtglaw.org); [bcuaron@gtglaw.org](mailto:bcuaron@gtglaw.org); [eellingson@gtglaw.org](mailto:eellingson@gtglaw.org); [kgarcia@gtglaw.org](mailto:kgarcia@gtglaw.org); [Ron.Holland@gtlaw.com](mailto:Ron.Holland@gtlaw.com); [KMoynihn@lowenstein.com](mailto:KMoynihn@lowenstein.com)  
**Subject:** RE: Jorge Sanchez v. Proterra Inc. (Case No. 24PSCV00147)  
**Attachments:** [image002.jpg](#)  
[image001.png](#)

---

Counsel,

Is there any update on this?

Thank you,

**Priya Singh**  
Associate

Greenberg Traurig, LLP  
101 2nd Street | Suite 2200 | San Francisco, CA 94105-3668  
T +1 415.590.5122  
[Priya.Singh@gtlaw.com](mailto:Priya.Singh@gtlaw.com) | [www.gtlaw.com](http://www.gtlaw.com) | [View GT Biography](#)



---

**From:** Athina Kotsia <[akotsia@gtglaw.org](mailto:akotsia@gtglaw.org)>  
**Sent:** Thursday, November 21, 2024 5:00 PM  
**To:** Singh, Priya (Assoc-SFO-Labor-EmpLaw) <[Priya.Singh@gtlaw.com](mailto:Priya.Singh@gtlaw.com)>; Gavril Gabriel <[GGabriel@gtglaw.org](mailto:GGabriel@gtglaw.org)>; Nikolaos Kefallonitis <[nkefallonitis@gtglaw.org](mailto:nkefallonitis@gtglaw.org)>  
**Cc:** Sherri Davoodi <[sdavoodi@gtglaw.org](mailto:sdavoodi@gtglaw.org)>; Kaytlin Cooper <[kcooper@gtglaw.org](mailto:kcooper@gtglaw.org)>; Brian Cuaron <[bcuaron@gtglaw.org](mailto:bcuaron@gtglaw.org)>; Erin Ellingson <[eellingson@gtglaw.org](mailto:eellingson@gtglaw.org)>; Kelly Garcia <[kgarcia@gtglaw.org](mailto:kgarcia@gtglaw.org)>; Holland, Ron (Shld-SFO-Labor-EmpLaw) <[Ron.Holland@gtlaw.com](mailto:Ron.Holland@gtlaw.com)>; KMoynihn@lowenstein.com  
**Subject:** Re: Jorge Sanchez v. Proterra Inc. (Case No. 24PSCV00147)

Counsel,

Our office is preparing a motion to be relieved as counsel in this matter. You will receive the papers in the next few days.

Best,  
Athina

signature\_792271539



**To All Recipients:** This E-Mail, including attachments, is covered by the *Electronic Communications Privacy Act* (18 U.S.C. § 2510 et seq.) and is confidential and legally privileged. It is intended for the designated recipients only. If you are not the intended recipient, you are strictly prohibited from printing, copying, forwarding or saving this E-Mail, including attachments, and any use whatsoever by unintended recipients is not authorized and unlawful. If you have received this E-mail in error, please notify the sender and promptly delete the message.

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**To All Counsel:** The contents of this e-mail, including any attachments, in connection with potential or actual settlement negotiations are not admissible in any litigation or arbitration proceedings, and the provisions of *California Evidence Code* §§ 1152 and 1154 and *Federal Rules of Evidence* § 408 are expressly invoked.

---

**From:** [Priya.Singh@gtlaw.com](mailto:Priya.Singh@gtlaw.com) <[Priya.Singh@gtlaw.com](mailto:Priya.Singh@gtlaw.com)>

**Date:** Thursday, November 21, 2024 at 4:43 PM

**To:** Athina Kotsia <[akotsia@gtglaw.org](mailto:akotsia@gtglaw.org)>, Gavril Gabriel <[GGabriel@gtglaw.org](mailto:GGabriel@gtglaw.org)>, Nikolaos Kefallonitis <[nkefallonitis@gtglaw.org](mailto:nkefallonitis@gtglaw.org)>

**Cc:** Sherri Davoodi <[sdavoodi@gtglaw.org](mailto:sdavoodi@gtglaw.org)>, Kaytlin Cooper <[kcooper@gtglaw.org](mailto:kcooper@gtglaw.org)>, Brian Cuaron <[bcuaron@gtglaw.org](mailto:bcuaron@gtglaw.org)>, Erin Ellingson <[eellingson@gtglaw.org](mailto:eellingson@gtglaw.org)>, Kelly Garcia <[kgarcia@gtglaw.org](mailto:kgarcia@gtglaw.org)>, [Ron.Holland@gtlaw.com](mailto:Ron.Holland@gtlaw.com) <[Ron.Holland@gtlaw.com](mailto:Ron.Holland@gtlaw.com)>, [KMoynihan@lowenstein.com](mailto:KMoynihan@lowenstein.com) <[KMoynihan@lowenstein.com](mailto:KMoynihan@lowenstein.com)>

**Subject:** RE: Jorge Sanchez v. Proterra Inc. (Case No. 24PSCV00147)

Counsel,

Once more we are following up on this matter. Given that we have been requesting this information/status update for months, we need to begin considering taking appropriate action in the bankruptcy matter. Please provide us a status update by EOD tomorrow.

Thank you,

**Priya Singh**  
Associate

Greenberg Traurig, LLP  
101 2nd Street | Suite 2200 | San Francisco, CA 94105-3668  
T +1 415.590.5122  
[Priya.Singh@gtlaw.com](mailto:Priya.Singh@gtlaw.com) | [www.gtlaw.com](http://www.gtlaw.com) | [View GT Biography](#)




---

**From:** Singh, Priya (Assoc-SFO-Labor-EmpLaw)

**Sent:** Thursday, November 14, 2024 2:00 PM

**To:** 'Athina Kotsia' <[akotsia@gtglaw.org](mailto:akotsia@gtglaw.org)>; 'Gavril Gabriel' <[GGabriel@gtglaw.org](mailto:GGabriel@gtglaw.org)>; 'Nikolaos Kefallonitis' <[nkefallonitis@gtglaw.org](mailto:nkefallonitis@gtglaw.org)>

**Cc:** 'Sherri Davoodi' <[sdavoodi@gtglaw.org](mailto:sdavoodi@gtglaw.org)>; 'Kaytlin Cooper' <[kcooper@gtglaw.org](mailto:kcooper@gtglaw.org)>; 'Brian Cuaron' <[bcuaron@gtglaw.org](mailto:bcuaron@gtglaw.org)>; 'Erin Ellingson' <[eellingson@gtglaw.org](mailto:eellingson@gtglaw.org)>; 'Kelly Garcia' <[kgarcia@gtglaw.org](mailto:kgarcia@gtglaw.org)>; Holland, Ron (Shld-SFO-Labor-EmpLaw) <[Ron.Holland@gtlaw.com](mailto:Ron.Holland@gtlaw.com)>; 'Moynihan, Kelly E.' <[KMoynihan@lowenstein.com](mailto:KMoynihan@lowenstein.com)>

**Subject:** RE: Jorge Sanchez v. Proterra Inc. (Case No. 24PSCV00147)

Counsel,

Can you please provide us with a status update on this matter? We have been attempting to get a response since July to no avail.

Thank you,

**Priya Singh**  
Associate

Greenberg Traurig, LLP  
101 2nd Street | Suite 2200 | San Francisco, CA 94105-3668  
T +1 415.590.5122  
[Priya.Singh@gtlaw.com](mailto:Priya.Singh@gtlaw.com) | [www.gtlaw.com](http://www.gtlaw.com) | [View GT Biography](#)



---

**From:** Singh, Priya (Assoc-SFO-Labor-EmpLaw)  
**Sent:** Tuesday, November 12, 2024 7:39 AM  
**To:** 'Athina Kotsia' <[akotsia@gtglaw.org](mailto:akotsia@gtglaw.org)>; 'Gavril Gabriel' <[GGabriel@gtglaw.org](mailto:GGabriel@gtglaw.org)>; 'Nikolaos Kefallonitis' <[nkefallonitis@gtglaw.org](mailto:nkefallonitis@gtglaw.org)>  
**Cc:** 'Sherri Davoodi' <[sdavoodi@gtglaw.org](mailto:sdavoodi@gtglaw.org)>; 'Kaytlin Cooper' <[kcooper@gtglaw.org](mailto:kcooper@gtglaw.org)>; 'Brian Cuaron' <[bcuaron@gtglaw.org](mailto:bcuaron@gtglaw.org)>; 'Erin Ellingson' <[eellingson@gtglaw.org](mailto:eellingson@gtglaw.org)>; 'Kelly Garcia' <[kgarcia@gtglaw.org](mailto:kgarcia@gtglaw.org)>; Holland, Ron (Shld-SFO-Labor-EmpLaw) <[Ron.Holland@gtlaw.com](mailto:Ron.Holland@gtlaw.com)>; Moynihan, Kelly E. <[KMoynihan@lowenstein.com](mailto:KMoynihan@lowenstein.com)>  
**Subject:** RE: Jorge Sanchez v. Proterra Inc. (Case No. 24PSCV00147)

Counsel,

Given the court's direction at the last CMC, can you please provide us information as to whether you are agreeable to dismiss Proterra from this action? We would appreciate a response on this.

Thank you,

**Priya Singh**  
Associate

Greenberg Traurig, LLP  
101 2nd Street | Suite 2200 | San Francisco, CA 94105-3668  
T +1 415.590.5122  
[Priya.Singh@gtlaw.com](mailto:Priya.Singh@gtlaw.com) | [www.gtlaw.com](http://www.gtlaw.com) | [View GT Biography](#)



---

**From:** Singh, Priya (Assoc-SFO-Labor-EmpLaw)  
**Sent:** Wednesday, October 9, 2024 1:17 PM  
**To:** 'Athina Kotsia' <[akotsia@gtglaw.org](mailto:akotsia@gtglaw.org)>; 'Gavril Gabriel' <[GGabriel@gtglaw.org](mailto:GGabriel@gtglaw.org)>; 'Nikolaos Kefallonitis' <[nkefallonitis@gtglaw.org](mailto:nkefallonitis@gtglaw.org)>  
**Cc:** 'Sherri Davoodi' <[sdavoodi@gtglaw.org](mailto:sdavoodi@gtglaw.org)>; 'Kaytlin Cooper' <[kcooper@gtglaw.org](mailto:kcooper@gtglaw.org)>; 'Brian Cuaron' <[bcuaron@gtglaw.org](mailto:bcuaron@gtglaw.org)>; 'Erin Ellingson' <[eellingson@gtglaw.org](mailto:eellingson@gtglaw.org)>; 'Kelly Garcia' <[kgarcia@gtglaw.org](mailto:kgarcia@gtglaw.org)>; Holland, Ron (Shld-SFO-Labor-EmpLaw) <[Ron.Holland@gtlaw.com](mailto:Ron.Holland@gtlaw.com)>  
**Subject:** RE: Jorge Sanchez v. Proterra Inc. (Case No. 24PSCV00147)

Counsel,

Following up on this.

Thank you,

**Priya Singh**  
Associate

Greenberg Traurig, LLP  
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T +1 415.590.5122  
[Priya.Singh@gtlaw.com](mailto:Priya.Singh@gtlaw.com) | [www.gtlaw.com](http://www.gtlaw.com) | [View GT Biography](#)



---

**From:** Singh, Priya (Assoc-SFO-Labor-EmpLaw)  
**Sent:** Monday, October 7, 2024 9:27 AM  
**To:** 'Athina Kotsia' <[akotsia@gtglaw.org](mailto:akotsia@gtglaw.org)>; Gavril Gabriel <[GGabriel@gtglaw.org](mailto:GGabriel@gtglaw.org)>; Nikolaos Kefallonitis <[nkefallonitis@gtglaw.org](mailto:nkefallonitis@gtglaw.org)>  
**Cc:** Sherri Davoodi <[sdavoodi@gtglaw.org](mailto:sdavoodi@gtglaw.org)>; Kaytlin Cooper <[kcooper@gtglaw.org](mailto:kcooper@gtglaw.org)>; Brian Cuaron <[bcuaron@gtglaw.org](mailto:bcuaron@gtglaw.org)>; Erin Ellingson <[eellingson@gtglaw.org](mailto:eellingson@gtglaw.org)>; Kelly Garcia <[kgarcia@gtglaw.org](mailto:kgarcia@gtglaw.org)>; Holland, Ron (Shld-SFO-Labor-EmpLaw) <[Ron.Holland@gtlaw.com](mailto:Ron.Holland@gtlaw.com)>  
**Subject:** RE: Jorge Sanchez v. Proterra Inc. (Case No. 24PSCV00147)

Counsel,

Can you please advise on the status of the below?

Thank you,

**Priya Singh**  
Associate

Greenberg Traurig, LLP  
101 2nd Street | Suite 2200 | San Francisco, CA 94105-3668  
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[Priya.Singh@gtlaw.com](mailto:Priya.Singh@gtlaw.com) | [www.gtlaw.com](http://www.gtlaw.com) | [View GT Biography](#)



---

**From:** Athina Kotsia <[akotsia@gtglaw.org](mailto:akotsia@gtglaw.org)>  
**Sent:** Tuesday, August 13, 2024 6:03 PM  
**To:** Singh, Priya (Assoc-SFO-Labor-EmpLaw) <[Priya.Singh@gtlaw.com](mailto:Priya.Singh@gtlaw.com)>; Gavril Gabriel <[GGabriel@gtglaw.org](mailto:GGabriel@gtglaw.org)>; Nikolaos Kefallonitis <[nkefallonitis@gtglaw.org](mailto:nkefallonitis@gtglaw.org)>  
**Cc:** Sherri Davoodi <[sdavoodi@gtglaw.org](mailto:sdavoodi@gtglaw.org)>; Kaytlin Cooper <[kcooper@gtglaw.org](mailto:kcooper@gtglaw.org)>; Brian Cuaron <[bcuaron@gtglaw.org](mailto:bcuaron@gtglaw.org)>; Erin Ellingson <[eellingson@gtglaw.org](mailto:eellingson@gtglaw.org)>; Kelly Garcia <[kgarcia@gtglaw.org](mailto:kgarcia@gtglaw.org)>; Holland, Ron (Shld-SFO-Labor-EmpLaw) <[Ron.Holland@gtlaw.com](mailto:Ron.Holland@gtlaw.com)>  
**Subject:** Re: Jorge Sanchez v. Proterra Inc. (Case No. 24PSCV00147)

**\*EXTERNAL TO GT\***

Counsel,

We are consulting with a bankruptcy attorney. We'll get back to you as soon as possible.

Best regards,  
Athina

signature\_792271539



**To All Recipients:** This E-Mail, including attachments, is covered by the *Electronic Communications Privacy Act* (18 U.S.C. § 2510 et seq.) and is confidential and legally privileged. It is intended for the designated recipients only. If you are not the intended recipient, you are strictly prohibited from printing, copying, forwarding or saving this E-Mail, including attachments, and any use whatsoever by unintended recipients is not authorized and unlawful. If you have received this E-mail in error, please notify the sender and promptly delete the message.

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**To All Counsel:** The contents of this e-mail, including any attachments, in connection with potential or actual settlement negotiations are not admissible in any litigation or arbitration proceedings, and the provisions of *California Evidence Code* §§ 1152 and 1154 and *Federal Rules of Evidence* § 408 are expressly invoked.

---

**From:** [Priya.Singh@gtlaw.com](mailto:Priya.Singh@gtlaw.com) <[Priya.Singh@gtlaw.com](mailto:Priya.Singh@gtlaw.com)>

**Date:** Wednesday, August 7, 2024 at 7:23 AM

**To:** Gavril Gabriel <[GGabriel@gtglaw.org](mailto:GGabriel@gtglaw.org)>, Nikolaos Kefallonitis <[nkefallonitis@gtglaw.org](mailto:nkefallonitis@gtglaw.org)>

**Cc:** Sherri Davoodi <[sdavoodi@gtglaw.org](mailto:sdavoodi@gtglaw.org)>, Athina Kotsia <[akotsia@gtglaw.org](mailto:akotsia@gtglaw.org)>, Sherri Davoodi <[sdavoodi@gtglaw.org](mailto:sdavoodi@gtglaw.org)>, Kaytlin Cooper <[kcooper@gtglaw.org](mailto:kcooper@gtglaw.org)>, Brian Cuaron <[bcuaron@gtglaw.org](mailto:bcuaron@gtglaw.org)>, Erin Ellingson <[eeellingson@gtglaw.org](mailto:eeellingson@gtglaw.org)>, Kelly Garcia <[kgarcia@gtglaw.org](mailto:kgarcia@gtglaw.org)>, Kelly Garcia <[kgarcia@gtglaw.org](mailto:kgarcia@gtglaw.org)>, [Ron.Holland@gtlaw.com](mailto:Ron.Holland@gtlaw.com) <[Ron.Holland@gtlaw.com](mailto:Ron.Holland@gtlaw.com)>

**Subject:** RE: Jorge Sanchez v. Proterra Inc. (Case No. 24PSCV00147)

Counsel,

Can you please let us know the status of this?

Thank you,

**Priya Singh**  
Associate

Greenberg Traurig, LLP  
101 2nd Street | Suite 2200 | San Francisco, CA 94105-3668  
T +1 415.590.5122  
[Priya.Singh@gtlaw.com](mailto:Priya.Singh@gtlaw.com) | [www.gtlaw.com](http://www.gtlaw.com) | [View GT Biography](#)



**From:** Singh, Priya (Assoc-SFO-Labor-EmpLaw)

**Sent:** Wednesday, July 31, 2024 5:36 PM

**To:** 'GGabriel@gtglaw.org' <[GGabriel@gtglaw.org](mailto:GGabriel@gtglaw.org)>; 'nkefallonitis@gtglaw.org' <[nkefallonitis@gtglaw.org](mailto:nkefallonitis@gtglaw.org)>

**Cc:** 'sdavoodi@gtglaw.org' <[sdavoodi@gtglaw.org](mailto:sdavoodi@gtglaw.org)>; 'akotsia@gtglaw.org' <[akotsia@gtglaw.org](mailto:akotsia@gtglaw.org)>;

'sdavoodi@gtglaw.org' <[sdavoodi@gtglaw.org](mailto:sdavoodi@gtglaw.org)>; 'kcooper@gtglaw.org' <[kcooper@gtglaw.org](mailto:kcooper@gtglaw.org)>;

'bcuaron@gtglaw.org' <[bcuaron@gtglaw.org](mailto:bcuaron@gtglaw.org)>; 'eellingson@gtglaw.org' <[eellingson@gtglaw.org](mailto:eellingson@gtglaw.org)>;

'kgarcia@gtglaw.org' <[kgarcia@gtglaw.org](mailto:kgarcia@gtglaw.org)>; 'kgarcia@gtglaw.org' <[kgarcia@gtglaw.org](mailto:kgarcia@gtglaw.org)>; Holland, Ron (Shld-SFO-Labor-EmpLaw) <[Ron.Holland@gtglaw.com](mailto:Ron.Holland@gtglaw.com)>

**Subject:** RE: Jorge Sanchez v. Proterra Inc. (Case No. 24PSCV00147)

Counsel,

We are following up on the status of this.

Best,

**Priya Singh**

Associate

Greenberg Traurig, LLP

101 2nd Street | Suite 2200 | San Francisco, CA 94105-3668

T +1 415.590.5122

[Priya.Singh@gtglaw.com](mailto:Priya.Singh@gtglaw.com) | [www.gtglaw.com](http://www.gtglaw.com) | [View GT Biography](#)



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**From:** Singh, Priya (Assoc-SFO-Labor-EmpLaw)

**Sent:** Monday, July 29, 2024 12:37 PM

**To:** 'GGabriel@gtglaw.org' <[GGabriel@gtglaw.org](mailto:GGabriel@gtglaw.org)>; 'nkefallonitis@gtglaw.org' <[nkefallonitis@gtglaw.org](mailto:nkefallonitis@gtglaw.org)>

**Cc:** 'sdavoodi@gtglaw.org' <[sdavoodi@gtglaw.org](mailto:sdavoodi@gtglaw.org)>; 'akotsia@gtglaw.org' <[akotsia@gtglaw.org](mailto:akotsia@gtglaw.org)>;

'sdavoodi@gtglaw.org' <[sdavoodi@gtglaw.org](mailto:sdavoodi@gtglaw.org)>; 'kcooper@gtglaw.org' <[kcooper@gtglaw.org](mailto:kcooper@gtglaw.org)>;

'bcuaron@gtglaw.org' <[bcuaron@gtglaw.org](mailto:bcuaron@gtglaw.org)>; 'eellingson@gtglaw.org' <[eellingson@gtglaw.org](mailto:eellingson@gtglaw.org)>;

'kgarcia@gtglaw.org' <[kgarcia@gtglaw.org](mailto:kgarcia@gtglaw.org)>; 'kgarcia@gtglaw.org' <[kgarcia@gtglaw.org](mailto:kgarcia@gtglaw.org)>; Holland, Ron (Shld-SFO-Labor-EmpLaw) <[Ron.Holland@gtglaw.com](mailto:Ron.Holland@gtglaw.com)>

**Subject:** Jorge Sanchez v. Proterra Inc. (Case No. 24PSCV00147)

Counsel,

As you may know, we represent Defendant Proterra Operating Company, Inc., in this matter. In response to the Complaint, we filed a Notice of Bankruptcy with the Superior Court which effectively stayed the case. It has come to our attention that counsel for the PTR A Distribution Trust ("PTR A") recently sent you an update on the status of the bankruptcy and requested you dismiss the case in accordance with the Bankruptcy Plan Injunction. We write to confirm whether you received the correspondence from the PTR A Trust and if you have an update on whether your client will dismiss his case by the pending deadline of August 1, 2024.

Pursuant to the correspondence from the PTR A, the Plan Injunction provides for the discharge of all claims arising prior to March 13, 2024 of the Plan, in exchange for the treatment of such claims. The Plan also serves as a *broad permanent injunction* against all entities who have held, hold, or may hold claims against or interest in the Debtors, the Trust, or the Estates that arose prior to March 13, 2024, including those who commence or continue a matter. As such, because your client failed to file a proof of claim in the Chapter 11 Cases, he is enjoined from taking any action against the Defendant in this matter and was requested to dismiss his case prior to August 1, 2024. Notably, failing to do so can result in sanctions and potential punitive damages.



Accordingly, can you please provide us a status update on this request and whether your client will dismiss this claim by August 1, 2024?

If you have any questions, please let us know and we can connect you with counsel for the PTRS Distribution Trust.

Best,

**Priya Singh**

Associate

Greenberg Traurig, LLP

101 2nd Street | Suite 2200 | San Francisco, CA 94105-3668

T +1 415.590.5122

[Priya.Singh@gtlaw.com](mailto:Priya.Singh@gtlaw.com) | [www.gtlaw.com](http://www.gtlaw.com) | [View GT Biography](#)



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**EXHIBIT 4**

Declaration of Gavril T. Gabriel  
in Support of Attorney's Motion to Be Relieved as Counsel

MC-052

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address) Gavril T. Gabriel, Esq. [SBN: 296433] The Law Offices of Gavril T. Gabriel 8255 Firestone Blvd., Suite 209, Downey, CA 90241 GGabriel@GTGLaw.Org TELEPHONE NO.: 562-758-8210 FAX NO.: 562-758-8219 ATTORNEY FOR (Name): Plaintiff, Jorge Sanchez		FOR COURT USE ONLY	
NAME OF COURT: Superior Court of California, County of Los Angeles STREET ADDRESS: 400 Civic Center Plaza MAILING ADDRESS: Same as Above CITY AND ZIP CODE: Pomona 91766 BRANCH NAME: Pomona Courthouse South			
CASE NAME: Jorge Sanchez v. Proterra Inc.		CASE NUMBER: 24PSCV00147	
DECLARATION IN SUPPORT OF ATTORNEY'S MOTION TO BE RELIEVED AS COUNSEL—CIVIL		HEARING DATE: January 15, 2025 DEPT.: 0 TIME: 10:00 a.m. BEFORE HON.: Christian Gullon DATE ACTION FILED: January 16, 2024 TRIAL DATE: None Set	

- Attorney and Represented Party.** Attorney (name): Gavril T. Gabriel is presently counsel of record for (name of party): Jorge Sanchez in the above-captioned action or proceeding.
- Reasons for Motion.** Attorney makes this motion to be relieved as counsel under Code of Civil Procedure section 284(2) instead of filing a consent under section 284(1) for the following reasons (describe):

There has been an irreconcilable breakdown in the attorney-client relationship, followed by a breakdown in communication. Plaintiff has not been returning Counsel's phone calls or emails for months after several attempts to contact him. Counsel is unable to communicate with Plaintiff. Counsel is no longer able to effectively represent Plaintiff because of the breakdown in communication. Plaintiff's Counsel is amenable to doing an in camera review to explain the situation and breakdown.

☐ Continued on Attachment 2.

### 3. Service

#### a. Attorney has

- ☐ personally served the client with copies of the motion papers filed with this declaration. A copy of the proof of service will be filed with the court at least 5 days before the hearing.
- ☒ served the client by mail at the client's last known address with copies of the motion papers served with this declaration.

#### b. If the client has been served by mail at the client's last known address, attorney has

- ☒ confirmed within the past 30 days that the address is current
  - ☐ by mail, return receipt requested.
  - ☐ by telephone.
  - ☐ by conversation.
  - ☒ by other means (specify):

Plaintiff's Counsel called Plaintiff's wife and confirmed Plaintiff's last known address by telephone.

(Continued on reverse)

Page 1 of 2

MC-052

CASE NAME:

Jorge Sanchez v. Proterra Inc.

CASE NUMBER:

24PSCV00147

3. b. (2) ☐ been unable to confirm that the address is current or to locate a more current address for the client after making the following efforts:

- (a) ☐ mailing the motion papers to the client's last known address, return receipt requested.  
 (b) ☐ calling the client's last known telephone number or numbers.  
 (c) ☐ contacting persons familiar with the client (*specify*):  
 (d) ☐ conducting a search (*describe*):  
 (e) ☐ other (*specify*):

- c. Even if attorney has been unable to serve the client with the moving papers, the court should grant attorney's motion to be relieved as counsel of record (*explain*):

4. The next hearing scheduled in this action or proceeding

- a. ☐ is not yet set.  
 b. ☒ is set as follows (*specify the date, time, and place*):  
 1/22/2025, at 9:00 a.m. in Department O at 400 Civic Center Plaza, Pomona, CA 91766  
 c. ☐ concerns (*describe the subject matter of the hearing*):  
 Status Conference

☐ Continued on Attachment 4.

5. The following additional hearings and other proceedings (including discovery matters) are presently scheduled in this case (*for each, describe the date, time, place, and subject matter*):

☐ Continued on Attachment 5.

6. Trial in this action or proceeding

- a. ☒ is not yet set.  
 b. ☐ is set as follows (*specify the date, time, and place*):

7. **Other.** Other matters that the court should consider in determining whether to grant this motion are the following (*explain*):

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

Date: November , 2024

Gavril T. Gabriel

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

8. Number of pages attached: \_\_\_\_\_

# 2024-11-27 4035.01 Motion to be Relieved as Counsel 2

Final Audit Report

2024-11-27

Created:	2024-11-27
By:	Kelly Garcia (kgarcia@gtglaw.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzNG_q3SPHTt6_5NWRwbVGyXC_8D2VlgE

## "2024-11-27 4035.01 Motion to be Relieved as Counsel 2" History

-  Document created by Kelly Garcia (kgarcia@gtglaw.org)  
2024-11-27 - 6:09:31 PM GMT
-  Document emailed to GGabriel@GTGLaw.Org (GGabriel@GTGLaw.Org) for signature  
2024-11-27 - 6:09:36 PM GMT
-  Email viewed by GGabriel@GTGLaw.Org (GGabriel@GTGLaw.Org)  
2024-11-27 - 6:09:54 PM GMT
-  Document e-signed by GGabriel@GTGLaw.Org (GGabriel@GTGLaw.Org)  
Signature Date: 2024-11-27 - 6:10:06 PM GMT - Time Source: server
-  Agreement completed.  
2024-11-27 - 6:10:06 PM GMT

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Kelly Garcia, am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is:

8255 Firestone Blvd., Suite 209  
Downey, CA. 90241

On November 27, 2024, I served the foregoing document described as:

**DECLARATION IN SUPPORT OF ATTORNEY'S MOTION TO BE RELIEVED AS  
COUNSEL - CIVIL**

on all interested parties in this action by placing ☒ a true copy ☐ the original thereof enclosed in an email at Downey, California, addressed as follows:

Priya Singh, Esq.  
priya.singh@gtlaw.com

Ronald Holland, Esq.  
ron.holland@gtlaw.com

GREENBERG TRAURIG, LLP  
101 2nd Street, Suite 2200  
San Francisco, CA 94105-3668

Jorge Sanchez  
js7781613@gmail.com  
3115 N. Arrowhead Ave.  
San Bernardino, CA 92405

*Attorneys for Defendants Proterra, Inc.,  
and Proterra Operating Company, Inc.*

*Plaintiff*

☒ **BY ELECTRONIC TRANSMISSION:** Pursuant to an agreement between the parties to accept service via electronic transmission, I transmitted a PDF version of this document by electronic mail to the party(ies) identified on the attached service list using the e-mail address(es) indicated.

☒ **BY REGULAR MAIL:** I deposited such envelope in the mail at Downey, California. The envelope was mailed with postage thereon fully prepaid. 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 Downey, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

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

Executed on November 27, 2024

Kelly Garcia  
Kelly Garcia  
Paralegal