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Superior Court Of California  
County Of Los Angeles

JAN 19 2016

Sherri R. Carter, Executive Officer/Clerk  
By: Kristina Vargas, Deputy

1 MATTHEW E. HESS (STATE BAR No. 214732)  
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8 Attorney for Plaintiffs BRANDON MCWHORTER,  
9 DANIEL SCANNELL, COPPER WILLIS and  
10 SAM NEIRA

11 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF LOS ANGELES

13 **BC 6 0 7 4 8 0**

14 BRANDON McWHORTER, an individual;  
15 DANIEL SCANNELL, an individual;  
16 COOPER WILLIS, an individual; SAM  
17 NEIRA, an individual,

18 Plaintiffs,

19 vs.

20 BRONSON AVENUE PROPERTIES,  
21 LLC, a California limited liability  
22 company; JASON VOGEL, an individual;  
23 and JAMES JOHN WALLS, individually  
24 and d/b/a WALLS PROPERTY  
25 MANAGEMENT; and DOES 1 through  
26 25, inclusive,

27 Defendants.

Case No.

COMPLAINT FOR:

- (1) BREACH OF CONTRACT;
- (2) BREACH OF THE IMPLIED COVENANT OF QUIET ENJOYMENT;
- (3) BREACH OF THE IMPLIED WARRANTY OF HABITABILITY;
- (4) BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
- (5) FRAUDULENT CONCEALMENT;
- (6) NEGLIGENCE;
- (7) CONSTRUCTIVE EVICTION;
- (8) VIOLATIONS OF CITY OF LOS ANGELES RENT STABILIZATION ORDINANCE - MUNICIPAL CODE § 151.00 et seq.; and
- (9) UNFAIR COMPETITION (BUS. & PROF. C. § 17200)

FAXED

1 Plaintiffs Brandon McWhorter, Daniel Scannell, Cooper Willis and Sam Neira  
2 hereby allege as follows:

3 **SUMMARY OF THE ACTION**

4 1. This is a lawsuit brought by former residents of the multi-unit apartment  
5 complex located at 1527 – 1533 ½ North Bronson Avenue in Los Angeles, California.  
6 Defendant Bronson Avenue Properties, LLC (“BAP”) owns the building. Defendant and  
7 its principal, Jason Vogel, have devised a scheme to circumvent the Los Angeles rent  
8 control laws by turning the apartment building into an unlicensed hotel. Defendant  
9 James Walls, individually and d/b/a Walls Property Management, aided and abetted  
10 BAP and Vogel in implementing their unlawful scheme.

11 2. The apartment complex was originally built by Charlie Chaplin and, until  
12 Defendants implemented the scheme which is the subject of this Complaint, was a  
13 quiet, elegant and tasteful residential apartment complex primarily inhabited by  
14 professionals.

15 3. The complex was more than a place to live – it was a *bona fide*  
16 community. Residents regularly had communal meals in the complex’s well-tended  
17 garden and dined together several times per week.

18 4. Because the complex was such a pleasant place to live, it was inhabited  
19 by many long-term tenants. The City of Los Angeles’s strict rent control laws limited the  
20 rate at which Defendants BAP and Vogel could increase their tenants’ rent.

21 5. In order to circumvent the city’s rent-control laws, Defendants BAP and  
22 Vogel decided to turn the apartment complex into an unlicensed hotel which permits  
23 them to charge much higher rents.

24 6. To implement this scheme, Defendants stopped performing vital  
25 maintenance. Then, after the resulting sewage leaks, rats, and maggots drive the long-  
26 term tenants out, Defendants rent their apartments to tourists on a short-term,  
27 revolving-door basis by using websites such as AirBNB and Craigslist.

28



1           16. Plaintiffs are informed and believe and thereon allege that all defendants,  
2 including the fictitious Doe defendants, were at all relevant times acting as actual  
3 agents, conspirators, ostensible agents, partners and/or joint venturers and employees  
4 of all other defendants, and that all acts alleged herein occurred within the course and  
5 scope of said agency, employment, partnership, and joint venture, conspiracy or  
6 enterprise, and with the express and/or implied permission, knowledge, consent,  
7 authorization and ratification of their co-defendants; however, each of these allegations  
8 are deemed "alternative" theories whenever not doing so would result in a contradiction  
9 with the other allegations.

10 **C. Alter Ego Allegations**

11           17. Plaintiffs are informed and believe and thereon allege that Defendant  
12 Bronson Avenue Properties, LLC is, and at all times herein mentioned was, the alter  
13 ego of defendant Vogel. Plaintiffs further allege that there exists, and at all times herein  
14 mentioned has existed, a unity of interest and ownership between Bronson Avenue  
15 Properties, LLC and defendant Vogel such that any separateness between them has  
16 ceased to exist, in that Defendant Vogel has managed and controlled the  
17 business of Bronson Avenue Properties, LLC to perpetrate a fraud and evade the City  
18 of Los Angeles rent control laws. Adherence to the fiction of the separate existence of  
19 Bronson Avenue Properties, LLC as an entity distinct from the individual defendants  
20 would permit an abuse of the corporate privilege and would promote injustice.

21 **D. Jurisdiction and Venue**

22           18. This Court has jurisdiction over this matter pursuant to C.C.P. § 410.10,  
23 because the acts and omissions complained of herein took place in the state of  
24 California, and because all of the parties are residents of the State of California.

25           19. Venue is proper in the County of Los Angeles pursuant to C.C.P. § 395(a)  
26 because: (1) Defendants are residents of Los Angeles County; and (2) the wrongful  
27 acts complained of herein took place in Los Angeles County.

28 ///

1 **FACTS COMMON TO ALL CAUSES OF ACTION**

2 20. Plaintiffs Brandon McWhorter, Daniel Scannell, Cooper Willis and Sam  
3 Neira are former residents of the multi-unit apartment complex located at 1527 – 1533  
4 ½ North Bronson Avenue in Los Angeles, California. Defendant Bronson Avenue  
5 Properties, LLC (“BAP”) owns that apartment building.

6 21. Like most multi-unit properties in the City of Los Angeles, the apartment  
7 building to which BAP holds title is subject to the City of Los Angeles Rent Stabilization  
8 Ordinance (RSO).

9 22. More than 52 percent of Los Angeles residents are renters, and housing  
10 stock is very scarce. In an effort to ensure that long-term renters were not driven from  
11 their homes due to rapidly rising rents, in 1978, Los Angeles enacted the RSO, Los  
12 Angeles Municipal Code (LAMC) § 151.00 *et seq.* The RSO ensures affordable rents  
13 for long-term tenants by regulating allowable rent increases. LAMC § 151.04.

14 23. Plaintiffs are former residents of the apartment building owned by  
15 Defendant, and are part of the class of persons that the RSO was intended to benefit.  
16 All of the plaintiffs herein were long-term tenants of the complex who intended to reside  
17 there for the foreseeable future.

18 24. When Plaintiffs first moved into the apartment building, it was a quiet,  
19 multi-unit property occupied by long-term residents. Shortly thereafter, Defendants VAP  
20 and Vogel began transforming the building into an unlicensed and unpermitted hotel.

21 25. Whenever a long-term resident moved out, Defendant would not re-let  
22 the apartment to another long-term tenant. Instead, Defendants would list the now-  
23 vacant apartment as a short-term vacation rental on web sites such as AirBnB and  
24 Craigslist.

25 26. Upon information and belief, by leasing the apartments as short-term  
26 rentals, Defendants were able to charge rents far in excess of those allowed by the  
27 RSO.

28

1           27. As soon as the transient vacationers began occupying some of the  
2 apartments, the character of the building rapidly changed. The transient residents were  
3 interested in a hedonistic Hollywood vacation and treated their apartments like cheap  
4 motel rooms, not like residential dwellings. On a near-constant basis, the transient  
5 residents engaged in the following behavior:

- 6           (a.) Illegal drug use;
- 7           (b.) Throwing wild, raucous, noisy parties;
- 8           (c.) Playing loud music well past midnight;
- 9           (d.) Shouting, fighting, and causing disturbances;
- 10          (e.) Smoking, drinking, and playing music in the apartment building's  
11 common areas;
- 12          (f.) Vandalizing the building and stealing outdoor furniture and property  
13 left on the outdoor spaces of other residents;
- 14          (g.) Entering the building at all hours of the day and night, and inviting  
15 unsavory characters into the building;
- 16          (h.) Taking plaintiff's assigned parking spaces.

17           28. After the first apartment was converted into an unlicensed hotel room,  
18 these problems snowballed. The many problems caused by the transient occupants of  
19 the first apartment illegally converted to a hotel room disturbed the building's long-term  
20 residents, many of whom responded by vacating their apartments in turn. Once those  
21 residents vacated their apartments, the apartments were converted to short-term  
22 rentals, which made the problems even worse and caused even more residents to  
23 move out, and so on.

24           29. However, not all of the long-term residents were willing or able to leave  
25 the building, and Defendants were therefore unable to convert their apartments into  
26 more lucrative unlicensed hotel rooms.

27           30. Upon information and belief, Defendant BAP's principal, Jason Vogel,  
28 was able to get rid of some of the residents by notifying them, pursuant to

1 § 151.09.A.8, that he was going to move a relative or an on-site property manager into  
2 their apartments. This did not happen. Instead, once the long-term tenants of one or  
3 more of those apartment moved out, Defendants BAP and Vogel converted their  
4 apartments into AirBNB rentals.

5 31. Defendant then attempted to get rid of the rest of the building's residents  
6 by neglecting tenant complaints and failing to perform routine maintenance until  
7 conditions became intolerable. Plaintiffs Scannell and Willis are two of the residents  
8 who were evicted in this way.

9 32. First, Defendants ignored the vast majority of Plaintiffs' complaints about  
10 the problems caused by the transient unlawful hotel tenants. Plaintiffs repeatedly called  
11 and e-mailed Defendant BAP's property managers, who were employed by Defendant  
12 James Walls d/b/a Walls Property Management. The property managers were  
13 implored to address Plaintiffs' concerns, but the vast majority of their complaints fell on  
14 deaf ears and nothing was ever done.

15 33. In one incredible instance, Defendant Walls actually told Plaintiff  
16 McWhorter (in response to a maintenance request) that "there are two levels of service  
17 here – market-rate and rent controlled." He went on to say, in essence, that "rent  
18 controlled tenants won't get help until the problems are building-critical or they start  
19 paying market rate. Market-rate tenants get better service."

20 34. After Defendants began neglecting routine maintenance, the apartments  
21 inhabited by all of the Plaintiffs herein began developing holes in their ceilings and  
22 walls, apparently caused by water leaks. Defendants did not fix the holes for months.  
23 The ceiling in Plaintiff McWhorter's living room ultimately collapsed as a result of the  
24 water leaks, and he was forced to move to another apartment in the complex.

25 35. When Defendants finally fixed the holes in the ceiling of the apartment  
26 occupied by Plaintiffs Scannell and Willis, Defendants used incompetent contractors  
27 (selected and supervised by Defendant Walls) whose work was so substandard that  
28

1 the new ceiling in their kitchen actually collapsed after it was installed. Hazardous mold  
2 then began appearing in the apartment as a result of the water leaks.

3 36. Next, rats appeared in the walls and ceilings of Plaintiffs' apartments.  
4 Defendants refused to exterminate the pests, and nonchalantly stated they are "just  
5 roof rats." One of the rats died, and the stench of decay and maggot flies began  
6 invading the home of Plaintiffs Scannell and Willis. Defendants did nothing, and the  
7 smell and flies only went away when the process of decomposition had run its course.

8 37. Then a sewage backup occurred in a pipe leading from the apartment  
9 leased by Plaintiffs Scannell and Willis. Defendants' "solution" to this problem was to  
10 break away the wall covering the pipe, remove the cap, and leave the uncapped sewer  
11 pipe open to the elements. Not surprisingly, when the pipe clogged again, this time  
12 water contaminated with *urine and untreated fecal matter* began gushing into  
13 Plaintiff's backyard. When Plaintiffs Scannell and Willis complained, Defendants initially  
14 claimed that the problem was caused by "tree roots." Defendants' agents then  
15 inspected the open pipe a second time and, rather than repairing it, simply placed a  
16 brick on top of it and poured gravel over the brick.

17 38. That was the last straw for Plaintiffs Scannell and Willis. They called the  
18 City of Los Angeles, which demanded that Defendants repair the pipe within 24 hours.  
19 At that point, Messers. Scannell and Willis— having endured rats, maggots, hazardous  
20 mold, holes in the walls, a collapsed ceiling in the kitchen, and untreated sewage in the  
21 backyard – finally realized that Defendants were never going to comply with the  
22 warranty of habitability or the covenant of quiet enjoyment, and they and vacated the  
23 apartment.

24 39. Plaintiff McWhorter also became fed up with the deteriorating conditions  
25 and vacated his apartment.

26 40. In some instances, Defendants' wrongdoing went beyond mere neglect –  
27 Defendants began actively provoking long-term residents in an attempt to drive them  
28 out of their rent-controlled apartments. For example, after Defendant Walls Property



1 Management began managing the complex, Defendants hired contractors to rip out the  
2 complex's pleasant and well-tended communal gardens and shrubs and pave them  
3 over to provide additional parking for AirBNB renters. Defendants then moved the  
4 complex's trash dumpster from its old location to a new one, which was located directly  
5 outside the front door of the apartment occupied by one of the complex's most long-  
6 term tenants. Sometimes Defendants would not pay the bill and the dumpster would  
7 not be emptied for two to three weeks. As a result, the noxious odor of rotting garbage  
8 would suffuse the long-term tenant's apartment.

9 41. Defendants' plan to violate the rent control laws succeeded, because as  
10 soon as Plaintiffs vacated their rent-controlled apartments, Defendants converted them  
11 into AirBNB rentals.

12 42. Upon information and belief, Defendant Jason Vogel has engaged in a  
13 pattern of similar conduct in order to illegally convert other rent-controlled Los Angeles  
14 apartments that he owns to unlicensed AirBNB hotels, including but not limited to:

- 15 (a.) 2076 N. Commonwealth Avenue;
- 16 (b.) 1005 N. Serrano; and
- 17 (c.) 1511 N. Hoover.

18 **FIRST CAUSE OF ACTION**

19 **BREACH OF CONTRACT**

20 **(By All Plaintiffs Against Defendants BAP and Vogel)**

21 43. Paragraphs 1 through 42 are hereby incorporated by reference.

22 44. Plaintiffs and Defendant BAP entered into a written lease, the material  
23 terms of which required Plaintiffs to pay rent, and required Defendant BAP to permit  
24 Plaintiffs to occupy residential apartments in a residential apartment complex owned by  
25 BAP, and to maintain those units.

26 45. Plaintiffs did all, or substantially all, of the significant things that the  
27 contract required them to do, or were excused from doing those things.

28







1 into his residential lease, and renewed the lease thereafter, will be ascertained in  
2 discovery.

3 75. Defendant Vogel negotiated the lease agreements on behalf of BAP.

4 76. When the parties entered into and renewed into the residential lease  
5 agreements, BAP and Vogel failed to disclose certain facts that were known only to  
6 them, and that Plaintiffs could not have discovered, namely that (1) Defendants were in  
7 the process of converting Plaintiff's apartment complex into an unlicensed hotel; and  
8 (2) Defendants did not intend to adequately repair or maintain Plaintiffs' apartments.

9 77. Plaintiffs did not know of these concealed facts.

10 78. Defendants intended to deceive Plaintiffs by concealing these material  
11 facts.

12 79. Plaintiffs would not have entered into the leases, or renewed them, if they  
13 had known of the concealed facts.

14 80. Defendants' concealment was a substantial factor in causing Plaintiffs'  
15 harm.

16 81. Defendants' conduct was extreme, outrageous, and in willful derogation  
17 of Plaintiffs' rights. Therefore, punitive damages should be awarded to Plaintiffs to  
18 punish Defendants and deter others from similar misconduct.

19 **SIXTH CAUSE OF ACTION**

20 **NEGLIGENCE**

21 **(By Plaintiffs McWhorter, Scannell and Willis Against**  
22 **Defendants BAP and Vogel)**

23 82. Paragraphs 1 to 81 set forth above are hereby incorporated by reference.

24 83. Defendants owed Plaintiffs a duty of care in operating, leasing, and  
25 maintaining the residential apartment complex where Plaintiffs resided.

26 84. Defendants breached that duty for the reasons stated in ¶¶ 26-39, *supra*.

27 85. Plaintiffs were harmed as a result of Defendants' negligence.  
28

1 86. Defendants' negligence was a substantial factor in causing Plaintiffs'  
2 harm.

3 **SEVENTH CAUSE OF ACTION**

4 **CONSTRUCTIVE EVICTION**

5 **(By All Plaintiffs Against Defendants BAP and Vogel)**

6 87. Paragraphs 1 to 86 set forth above are hereby incorporated by reference.

7 88. At all times pertinent hereto, Plaintiffs had the right to peaceably possess  
8 their apartments.

9 89. Defendants' acts and omissions interfered with Plaintiffs' right to  
10 possession for the reasons stated in ¶¶ 26-39, *supra*.

11 90. As a direct and proximate result of Defendants' acts and omissions,  
12 Plaintiffs were forced to vacate their apartments and surrender possession thereof.

13 **EIGHTH CAUSE OF ACTION**

14 **UNFAIR COMPETITION – BUS. & PROF. C. § 17200**

15 **(By All Plaintiffs Against All Defendants)**

16 91. Paragraphs 1 to 90 set forth above are hereby incorporated by reference.

17 92. The acts and omissions of Defendants were unlawful, unfair and  
18 fraudulent for the reasons described above.

19 93. Plaintiffs suffered actual injury to their business and property as a result  
20 of Defendants' acts and omissions.

21 **PRAYER FOR RELIEF**

22 WHEREFORE Plaintiff respectfully requests that this Court grant him the  
23 following relief:

24 **On the First Cause of Action**

25 1. Actual damages in an amount according to proof at the time of trial.

26 **On the Second Cause of Action**

27 1. Actual damages in an amount according to proof at the time of trial.

28 ///

1 On the Third Cause of Action

- 2 1. Actual damages in an amount according to proof at the time of trial.

3 On the Fourth Cause of Action

- 4 1. Actual damages in an amount according to proof at the time of trial.

5 On the Fifth Cause of Action

- 6 1. Actual damages in an amount according to proof at the time of trial; and  
7 2. Punitive damages in an amount according to proof at the time of trial.

8 On the Sixth Cause of Action

- 9 1. Actual damages in an amount according to proof at the time of trial.

10 On the Seventh Cause of Action

- 11 1. Actual damages in an amount according to proof at the time of trial; and  
12 2. Punitive damages in an amount according to proof at the time of trial.

13 On the Eighth Cause of Action

- 14 1. Restitution in an amount according to proof at the time of trial; and  
15 2. An injunction prohibiting Defendants from offering residential apartments  
16 for rent as as unlicensed, unpermitted hotel rooms.

17 ///

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1 On All Causes of Action

- 2 1. Prejudgment interest.  
3 2. Cost of this action;  
4 3. Reasonable attorneys' fees pursuant to Civil Code § 1942.4(b)(2) and the  
5 lease; and  
6 4. Such other and further relief as this Court may deem just and proper.

7  
8 Respectfully submitted,

9 Dated: January 19, 2016

**MATTHEW E. HESS**  
**ATTORNEY AT LAW**

10  
11 By: 

Matthew E. Hess, Esq.  
Attorney for Plaintiffs BRANDON  
MCWHORTER, DANIEL SCANNELL,  
COPPER WILLIS and SAM NEIRA



**SUMMONS  
(CITACION JUDICIAL)**

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Superior Court Of California  
County Of Los Angeles

JAN 19 2016

Sherri R. Carter, Executive Officer/Clerk  
By: Kristina Vargas, Deputy

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

BRONSON AVENUE PROPERTIES, LLC, a California limited liability company; JASON VOGEL, an individual; *additonal parties attached.*

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

BRANDON MCWHORTER, an individual; DANIEL SCANNELL, an individual; COPPER WILLIS, an individual; SAM NEIRA, an individual

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

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](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 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tenga 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): Superior Court of Los Angeles County  
Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, California  
90012

CASE NUMBER:  
(Número del Caso): **BC 6 0 7 4 8 0**

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):  
Matthew E. Hess, Esq., 1801 Century Park East, 24th Floor, Los Angeles, CA 90067, Tel. (310) 751-7544

DATE: **SHERRI R. CARTER** Clerk, by **Kristina Vargas**, Deputy  
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)  
**JAN 19 2016**

**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):

SHORT TITLE: MCWHORTER v. BRONSON AVENUE PROPERTIES, LLC	CASE NUMBER:
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**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

JAMES JOHN WALLS, individually and d/b/a WALLS PROPERTY MANAGEMENT; and DOES 1 through 25, inclusive

COPY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Matthew E. Hess, Esq. (State Bar No. 214732)  
MATTHEW E. HESS, ATTORNEY AT LAW  
1801 Century Park East, 24th Floor, Los Angeles, CA 90067  
TELEPHONE NO.: (310) 751-7544 FAX NO.: (310) 464-0397  
ATTORNEY FOR (Name): Plaintiffs Brandon McWhorter et al.

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County Of Los Angeles

JAN 19 2016

Sherril R. Carter, Executive Officer/Clerk  
By: Kristina Vargas, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
STREET ADDRESS: 111 N. Hill Street  
MAILING ADDRESS: 111 N. Hill Street  
CITY AND ZIP CODE: Los Angeles 90012  
BRANCH NAME: Central District - Stanley Mosk Courthouse

CASE NAME:  
MCWHORTER v. BRONSON AVENUE PROPERTIES LLC

CIVIL CASE COVER SHEET  
 Unlimited (Amount demanded exceeds \$25,000)  Limited (Amount demanded is \$25,000 or less)

Complex Case Designation  
 Counter  Joinder  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: BC 6 0 7 4 8 0  
JUDGE:  
DEPT:

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

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

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

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify): 9 - Breach of Contract, Breach of Implied Covenant of Quiet Enjoyment, etc

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 19, 2016  
Matthew E. Hess, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

## CASE TYPES AND EXAMPLES

## Auto Tort

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

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

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

## Non-PI/PD/WD (Other) Tort

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

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

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

## Real Property

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

## Unlawful Detainer

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

## Judicial Review

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

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

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

## Enforcement of Judgment

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

## Miscellaneous Civil Complaint

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

## Miscellaneous Civil Petition

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

SHORT TITLE:

MCWHORTER v. BRONSON AVENUE PROPERTIES LLC

CASE NUMBER

BC 6 0 7 4 8 0

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

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

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL <sup>3</sup>  HOURS/  DAYS

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

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

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

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

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

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Class actions must be filed in the Stanley Mosk Courthouse, central district.</li> <li>2. May be filed in central (other county, or no bodily injury/property damage).</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ol> | <ol style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office</li> </ol> |
|---|---|

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

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Auto Tort</b>	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 2, 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 2, 4.
<b>Other Personal Injury/ Property Damage/ Wrongful Death Tort</b>	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 2, 3, 4, 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4.
<input type="checkbox"/> A7240 Other Professional Health Care Malpractice		1, 4.	
<b>Other Personal Injury Property Damage Wrongful Death (23)</b>	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4.	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4.	

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

SHORT TITLE: <b>MCWHORTER v. BRONSON AVENUE PROPERTIES LLC</b>	CASE NUMBER
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	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
<b>Provisionally Complex Litigation</b>	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
<b>Miscellaneous Civil Complaints</b>	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)		1., 2., 8.	
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1., 2., 8.	
<b>Miscellaneous Civil Petitions</b>	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
<input type="checkbox"/> A6100 Other Civil Petition	2., 9.		

SHORT TITLE: <b>MCWHORTER v. BRONSON AVENUE PROPERTIES LLC</b>	CASE NUMBER
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**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <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.			ADDRESS: 1527 N. Bronson Avenue
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012	

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

Dated: January 19, 2016

  
 \_\_\_\_\_  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.



SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
 NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE (NON-CLASS ACTION)  
 Case Number \_\_\_\_\_

BC 607480

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

Your case is assigned for all purposes to the judge indicated below. There is more information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Kevin C. Brazile	1	534	Hon. Elizabeth Allen White	48	506
Hon. Barbara A. Meiers	12	636	Hon. Deirdre Hill	49	509
Hon. Terry A. Green	14	300	Hon. Teresa A. Beaudet	50	508
Hon. Richard Fruin	15	307	Hon. Michael J. Raphael	51	511
Hon. Rita Miller	16	306	Hon. Susan Bryant-Deason	52	510
Hon. Richard E. Rico	17	309	Hon. Steven J. Kleifield	53	513
Hon. Stephanie Bowick	19	311	Hon. Ernest M. Hiroshige	54	512
Hon. Dalila Corral Lyons	20	310	Hon. Malcolm H. Mackey	55	515
Hon. Robert L. Hess	24	314	Hon. Michael Johnson	56	514
Hon. Yvette M. Palazuelos	28	318	Hon. Rolf M. Treu	58	516
Hon. Barbara Scheper	30	400	Hon. Gregory Keosian	61	732
Hon. Samantha Jessner	31	407	Hon. Michael L. Stern	62	600
Hon. Daniel S. Murphy	32	406	Hon. Mark Mooney	68	617
Hon. Michael P. Linfield	34	408	Hon. William F. Fahey	69	621
Hon. Gregory Alarcon	36	410	Hon. Suzanne G. Bruguera	71	729
Hon. Marc Marmaro	37	413	Hon. Ruth Ann Kwan	72	731
Hon. Maureen Duffy-Lewis	38	412	Hon. Rafael Ongkeko	73	733
Hon. Elizabeth Feffer	39	415	Hon. Teresa Sanchez-Gordon	74	735
Hon. Michelle R. Rosenblatt	40	414	Hon. Gail Ruderman Feuer	78	730
Hon. Holly E. Kendig	42	416			
Hon. Mel Red Recana	45	529	Hon. Emile H. Elias	324	CCW
Hon. Frederick C. Shaller	46	500	*Provisionally Complex Non-class Action Cases Assignment is Pending Complex Determination	324	CCW
Hon. Debre K. Weintraub	47	507			

**\*Complex**

All non-class action cases designated as provisionally complex are forwarded to the Supervising Judge of the Complex Litigation Program located in the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005), for complex/non-complex determination pursuant to Local Rule 3.3(k). This procedure is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on JAN 19 2016 **SHERRI R. CARTER**, Executive Officer/Clerk  
 By Kristina Vargas, Deputy Clerk

## INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

### APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

### PRIORITY OVER OTHER RULES

The Chapter Three 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 Individual Calendaring Court 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 of filing.

**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.

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 at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 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 Eight 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 the party.

**This is not a complete delineation of the 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 absolutely imperative.**

## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

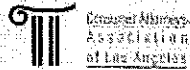


Superior Court of California  
County of Los Angeles

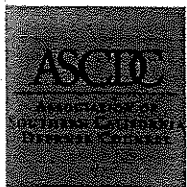


Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association  
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		CASE NUMBER:
<b>STIPULATION – DISCOVERY RESOLUTION</b>		

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
  - a. The party requesting the Informal Discovery Conference will:
    - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
    - ii. Include a brief summary of the dispute and specify the relief requested; and
    - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
  - b. Any Answer to a Request for Informal Discovery Conference must:
    - i. Also be filed on the approved form (copy attached);
    - ii. Include a brief summary of why the requested relief should be denied;

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- iii. Be filed within two (2) court days of receipt of the Request; and
  - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
  - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
  - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
  5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
  6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
  7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
  8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

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**The following parties stipulate:**

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

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COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>		CASE NUMBER:

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
  - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
  - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
  - c. Exchange of names and contact information of witnesses;
  - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
  - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
  - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
  - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lacourt.org](http://www.lacourt.org) under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ for the complaint, and \_\_\_\_\_ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at [www.lacourt.org](http://www.lacourt.org) under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".  
(INSERT DATE) (INSERT DATE)
  3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:		
	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		
	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		
	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:		
	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:		
	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)



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COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:
  - Request for Informal Discovery Conference
  - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, **briefly** describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, **briefly** describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

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COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>		CASE NUMBER:

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least \_\_\_\_ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
  - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
  - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

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\_\_\_\_\_ (TYPE OR PRINT NAME)

Date:

\_\_\_\_\_ (TYPE OR PRINT NAME)

➤ \_\_\_\_\_ (ATTORNEY FOR PLAINTIFF)

➤ \_\_\_\_\_ (ATTORNEY FOR DEFENDANT)

➤ \_\_\_\_\_ (ATTORNEY FOR DEFENDANT)

➤ \_\_\_\_\_ (ATTORNEY FOR DEFENDANT)

➤ \_\_\_\_\_ (ATTORNEY FOR \_\_\_\_\_)

➤ \_\_\_\_\_ (ATTORNEY FOR \_\_\_\_\_)

➤ \_\_\_\_\_ (ATTORNEY FOR \_\_\_\_\_)

**THE COURT SO ORDERS.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDICIAL OFFICER