

ORIGINAL

FILED

Superior Court of California
County of Los Angeles

MAR 29 2016

Sherri R. Carter, Executive Officer/Clerk
By Shaunya Bolden Deputy

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Attorneys for Plaintiffs Gruber & Gruber and
Law Offices of Howard A. Snyder

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

GRUBER & GRUBER, a California
sole proprietorship; LAW OFFICES OF
HOWARD A. SNYDER, a California
corporation,

Plaintiffs,

v.

THOMAS V. GIRARDI, an individual;
GIRARDI | KEESE, a California law
firm; and DOES 1-100, inclusive,

Defendants.

Case No.

BC 615458

COMPLAINT FOR:

1. BREACH OF CONTRACT (FEE SPLITTING AGREEMENT);
2. BREACH OF FIDUCIARY DUTY;
3. FRAUD;
4. MONEY HAD AND RECEIVED;
5. ACCOUNTING;
6. BREACH OF CONTRACT (SETTLEMENT AGREEMENT);

DEMAND FOR JURY TRIAL.

COME NOW PLAINTIFFS GRUBER & GRUBER and LAW OFFICES OF
HOWARD A. SNYDER, and as for their Complaint, complain, aver and allege as follows:

THE PARTIES

1. Plaintiff Gruber & Gruber is, and at all times relevant to this action was a law firm and a California sole proprietorship with its principal place of business in the County of Los Angeles.

2. Plaintiff Law Offices of Howard A. Snyder is, and at all times relevant to this action was, a law firm and a California corporation with its principal place of business in the County of Los Angeles. (Gruber & Gruber and the Law Offices of Howard A. Snyder are collectively referred to herein as "Plaintiffs.")

RECEIPT #: CCH45980041
DATE PAID: 03/30/16 09:21 AM
PAYMENT: \$435.00
310
CASH: \$0.00
CHECK: \$435.00
CHANGE: \$0.00
CARD: \$0.00

COMPLAINT

Spertus, Landes & Umhofer, LLP
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CIT/CASE: BC615458
LEA/JERH

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6. Plaintiffs are informed and believe, and on that basis alleges, that at all times mentioned in this Complaint, each of the defendants was the agent, co-conspirator, servant, joint venturer, partner, employee and/or employer of each of the remaining defendants and was, in doing the things complained of herein, acting within the scope of his/her/its agency, conspiracy, joint venture, partnership or employment and acting also with the full knowledge or subsequent ratification of his/her/its principals, co-conspirators, joint venturers, partners, employees or employers. Alternatively, in doing the things complained of herein, each of the defendants was acting alone and solely to further his/her/its own personal interests.

7. This Court has personal jurisdiction over Defendants because they maintain offices and/or regularly conduct business in the State of California, and/or reside in the State of California. Additionally, Defendants have entered into relationships and contracts that are the subject of this action in the State of California with Plaintiffs, and duties and obligations thereunder were to be performed in the State of California, including in Los Angeles County.

8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure section 395 because Defendants contracted to perform obligations which were to be performed in this district, and the contracts were also entered into in this district.

GENERAL ALLEGATIONS

The Avandia Cases.

9. In or about 2008 and 2009, Plaintiffs entered into written retainer agreements with approximately 160 individuals who each retained Plaintiffs to represent them in connection with claims arising from their or their loved one's use of a Type II diabetes medication called Avandia, which caused heart attacks and strokes (the "Avandia Cases"). Plaintiffs and Defendants then jointly represented the plaintiffs in the Avandia Cases and orally agreed between themselves, pursuant to a separate oral agreement solely between Plaintiffs and Defendants, to split any fee recovery equally between Plaintiffs, on the one hand, and Defendants, on the other hand. The agreements underlying the first cause of action for breach of contract are the oral fee-splitting agreements between Plaintiffs and Defendants for the Avandia Cases and the TXI Cases (described below in ¶14), and not the written retainer agreements for the underlying litigation in the Avandia and TXI Cases. The oral fee splitting agreements were consistent with Plaintiffs' and Defendants' historical practice of jointly representing plaintiffs in cases and splitting any fee recovery equally.

10. Plaintiffs performed significant work in connection with the prosecution of the Avandia Cases. These tasks included, but were not limited to, obtaining medical records, establishing proof of use of the medication and requisite injury, completing plaintiff facts sheets, and obtaining signed settlement agreements and additional information.

11. The Avandia Cases were resolved with a cash settlement. In violation of their legal and ethical duties, Defendants did not disclose to Plaintiffs or to Plaintiffs' and Defendants' joint clients the terms of the settlement, and Defendants have not provided or allowed for an accounting to enable Plaintiffs to determine the amounts owed under the terms of their fee-splitting agreement with Defendants and the true amount of the costs incurred by Defendants in the Avandia Cases. Plaintiffs are informed and believe, based on other publicly

1 filed lawsuits against Defendants, that Defendants' modus operandi is to conceal from their
2 clients and joint counsel the settlement agreements and terms to help facilitate Defendants'
3 misallocation and misappropriation of the settlement funds. Plaintiffs are further informed and
4 believe, based on these publicly filed lawsuits against Defendants, that it is also Defendants'
5 modus operandi to misappropriate funds that Defendants have falsely claimed as
6 reimbursements for purported costs that are either overstated, misstated, unlawful to claim as
7 costs and/or that were simply spent by Defendants for their own personal expenditures.

8 12. The lawsuits that support Plaintiffs' information and belief include the
9 following pending lawsuits: (1) a lawsuit filed on February 22, 2016, in the United States
10 District Court for the Central District of California entitled *Kranich v. Girardi, et al.*, Case No.
11 16-cv-01209-CAS-E; (2) a lawsuit filed on April 9, 2014, in the United States District Court
12 for the Central District of California entitled *Allen, et al. v. Girardi / Keese, et al.*, Case No.
13 14-cv-02721-MWF-FFM; and (3) a class action lawsuit filed on October 23, 2008, in the Los
14 Angeles Superior Court entitled *Gutierrez, et al. v. Girardi*, LASC Case No. BC400560
15 (collectively, the "Pending Lawsuits"). The Pending Lawsuits filed by former clients of
16 Defendants allege that Defendants misrepresented to their clients the amount that each client's
17 case had settled for and misappropriated settlement funds belonging to the clients. The
18 Pending Lawsuits also allege that Defendants misallocated and misappropriated funds by
19 unlawfully claiming entitlement to reimbursement for purported costs that are either
20 overstated, misstated, unlawful to claim as costs and/or that were used for the personal
21 expenditures of Defendants. Plaintiffs are informed and believe that Defendants engaged in
22 the same type of misconduct alleged in the Pending Lawsuits with respect to the settlement
23 funds for the Avandia Cases, including misconduct with respect to the amounts claimed by
24 Defendants as costs in the Avandia Cases.

25 13. In December 2013, Defendants began to distribute the settlement proceeds to
26 the clients who Plaintiffs and Defendants jointly represented. At the time of these initial
27 payments and any subsequent payments to the clients, Defendants retained their portion of the
28 attorneys' fees, but did not distribute to Plaintiffs their 50% portion of the attorneys' fees

1 earned. To date, Defendants have refused to pay Plaintiffs the 50% portion of the attorneys'
2 fees that Plaintiffs were entitled to receive pursuant to the fee splitting agreement in
3 connection with the Avandia Cases, despite Plaintiffs' demand for payment.

4 **The TXI Cases.**

5 14. In or about 2008 and 2009, Plaintiffs entered into written retainer agreements
6 with approximately 400 individuals who each retained Plaintiffs to represent them in
7 connection with claims arising from their or their loved one's personal injuries sustained from
8 exposure to toxic chemicals emanating from two TXI cement manufacturing facilities in
9 California (the "TXI Cases"). Plaintiffs and Defendants then jointly represented the plaintiffs
10 in the TXI Cases and orally agreed between themselves, pursuant to a separate oral agreement
11 solely between Plaintiffs and Defendants, to split any fee recovery equally between Plaintiffs,
12 on the one hand, and Defendants, on the other hand. The agreements underlying the first cause
13 of action for breach of contract are the oral fee-splitting agreements between Plaintiffs and
14 Defendants for the Avandia Cases (described above in ¶9) and the TXI Cases, and not the
15 written retainer agreements for the underlying litigation in the Avandia and TXI Cases. The
16 oral fee splitting agreements were consistent with Plaintiffs' and Defendants' historical
17 practice of jointly representing plaintiffs in cases and splitting any fee recovery equally.

18 15. Plaintiffs performed significant work in connection with the prosecution of the
19 TXI Cases. These tasks included, but were not limited to, publicizing the issue and notifying
20 potentially affected persons about the hazards involved, and completing or accumulating the
21 data for the plaintiff facts sheets.

22 16. The TXI Cases were resolved with a cash settlement. In violation of their legal
23 and ethical duties, Defendants did not disclose to Plaintiffs or to Plaintiffs' and Defendants'
24 joint clients the terms of the settlement, and Defendants have not provided or allowed for an
25 accounting to enable Plaintiffs to determine the amounts owed under the terms of their fee-
26 splitting agreement with Defendants and the true amount of the costs incurred by Defendants
27 in the TXI Cases. Plaintiffs are informed and believe, based on the Pending Lawsuits
28 discussed above, that Defendants concealed this information to facilitate their misallocation

1 and misappropriation of the settlement funds belonging to the parties' joint clients and the
2 attorneys' fees owed to Plaintiffs. Plaintiffs' are informed and believe, based on the Pending
3 Lawsuits, that Defendants engaged in the same type of misconduct alleged in these other
4 lawsuits with respect to the settlement funds for the TXI Cases, including misconduct with
5 respect to the amounts claimed by Defendants as costs in the TXI Cases.

6 17. In 2015, Defendants began to distribute the settlement proceeds to the clients
7 who Plaintiffs and Defendants jointly represented. At the time of these initial payments and
8 any subsequent payments to the clients, Defendants retained their portion of the attorneys'
9 fees, but did not distribute to Plaintiffs their 50% portion of the attorneys' fees earned. To
10 date, Defendants have refused to pay Plaintiffs the 50% portion of the attorneys' fees that
11 Plaintiffs were entitled to receive pursuant to the fee splitting agreement in connection with the
12 TXI Cases, despite Plaintiffs' demand for payment.

13 **Defendants' Settlement Agreement With Plaintiffs.**

14 18. On September 9, 2015, Defendant Girardi wrote a letter to Daniel Gruber, the
15 principal of Plaintiff Gruber & Gruber, in which Defendant Girardi requested that Mr. Gruber
16 make an offer to resolve the issue of Defendants' non-payment of fees to Plaintiffs. On
17 September 16, 2015, Mr. Gruber made a settlement offer on behalf of Plaintiffs, based on the
18 agreement to split fees equally, and demanded in writing that Defendants pay \$5,850,000 in
19 fees owed to Plaintiffs. This amount was the minimum that Plaintiffs believed was owed,
20 however, Plaintiffs have yet to perform a full and complete accounting of the underlying
21 settlements and distributions to the clients and Defendants that are at issue, and the amount
22 owed may therefore exceed the settlement offer of \$5,850,000.

23 19. On September 29, 2015, Defendant Girardi confirmed in writing the 50-50 split
24 and made a written counter-offer in the amount of \$4,410,000, which Mr. Gruber accepted in
25 writing on behalf of Plaintiffs on October 2, 2015. In an effort to resolve the issue of non-
26 payment, Plaintiffs had agreed to compromise their claim, even though in this action Plaintiffs
27 are now seeking to recover the full amount owed under the fee splitting agreement, which
28 exceeds \$4,410,000.

20. On October 5, 2015, Defendant Girardi repudiated the settlement agreement. On October 8, 2015, Mr. Gruber wrote a letter to Defendant Girardi in which he reminded Defendant Girardi that he had made an offer to settle the fee dispute, which was accepted, and that he subsequently repudiated the agreement. On October 19, 2015, Defendant Girardi sent another letter to Mr. Gruber confirming his repudiation of the settlement agreement. To date, Defendants have not paid any of the settlement amount to Plaintiffs, despite Plaintiffs' acceptance of Defendants' settlement offer.

FIRST CAUSE OF ACTION

(Breach of Contract (Fee Splitting Agreement) – Against All Defendants)

21. Plaintiffs re-allege and incorporate herein by this reference each and every allegation set forth in paragraphs 1 through 20 of this Complaint as though set forth fully herein.

22. Plaintiffs and Defendants orally agreed to jointly represent plaintiffs in the Avandia and TXI Cases and split any fee recovery equally between Plaintiffs and Defendants. The agreements underlying this cause of action are the oral fee-splitting agreements between Plaintiffs and Defendants for the Avandia Cases and the TXI Cases, and not the written retainer agreements for the underlying litigation in the Avandia and TXI Cases

23. Plaintiffs performed as required by jointly representing, with Defendants, plaintiffs in the Avandia and TXI Cases.

24. Defendants breached the agreement by refusing to pay Plaintiffs the 50% portion of the attorneys' fees that Plaintiffs were entitled to receive in connection with the Avandia and TXI Cases.

25. As a direct and proximate result of Defendants' breach of the fee splitting agreements in the Avandia and TXI Cases, Plaintiffs have been damaged in amount to be proven at trial that is in excess of the jurisdictional limits.

WHEREFORE, Plaintiffs pray for judgment against all Defendants, and each of them, as more fully set forth below.

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SECOND CAUSE OF ACTION

(Breach of Fiduciary Duty – Against All Defendants)

26. Plaintiffs re-allege and incorporate herein by this reference each and every allegation set forth in paragraphs 1 through 25 of this Complaint as though set forth fully herein.

27. Plaintiffs and Defendants had a fiduciary relationship that was established when the parties orally agreed to jointly represent plaintiffs in the Avandia and TXI Cases and split any fee recovery equally between Plaintiffs and Defendants. As a result of this fiduciary relationship, Defendants had a duty to act with the utmost good faith for the benefit of Plaintiffs with respect to those matters connected to the fiduciary relationship. Defendants' duty of good faith and duty to disclose material facts required Defendants not to conceal the Avandia and TXI settlements or their terms from Plaintiffs and to distribute the fee recovery equally between Plaintiffs and Defendants. Defendants further had a fiduciary duty not to misstate the true amount of costs incurred by Defendants, and not to misappropriate those settlement funds misallocated by Defendants as costs.

28. Defendants breached their fiduciary duties by not disclosing to Plaintiffs the Avandia and TXI settlement agreements or their terms, and by not distributing to Plaintiffs the amounts to which they were entitled under the fee-splitting agreement. Defendants further breached their fiduciary duty to act with the utmost good faith for the benefit of Plaintiffs by misallocating certain settlement proceeds as costs and misappropriating those purported costs, and by not disclosing the true amount of the costs incurred by Defendants.

29. As a direct and proximate result of Defendants' breach of their fiduciary duties, Plaintiffs have been damaged in amount to be proven at trial that is in excess of the jurisdictional limits.

30. In doing these acts, Defendants acted with oppression, fraud, or malice as defined by California Civil Code section 3294(c), and Plaintiffs are therefore entitled to punitive and/or exemplary damages.

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1 WHEREFORE, Plaintiffs pray for judgment against all Defendants, and each of them,
2 as more fully set forth below.

3 **THIRD CAUSE OF ACTION**

4 **(Fraud – Against All Defendants)**

5 31. Plaintiffs re-allege and incorporate herein by this reference each and every
6 allegation set forth in paragraphs 1 through 30 of this Complaint as though set forth fully
7 herein.

8 32. Defendants knowingly made false representations to Plaintiffs and made
9 promises without any intent to perform the promises when Plaintiffs represented and promised
10 to Defendants that they would split any fee recovery equally between Plaintiffs, on the one
11 hand, and Defendants, on the other hand, with respect to the Avandia and TXI Cases. At the
12 time of making the representations and promises, Defendants had no intention of paying
13 Plaintiffs the full and accurate amount owed under the fee splitting agreement. Defendants'
14 fraudulent intent not to pay Plaintiffs the full amount owed is evidenced by the allegations in
15 the Pending Lawsuits, establishing that it is Defendants' modus operandi to conceal the true
16 amounts of the settlements and the costs incurred by Defendants for the purpose of
17 misallocating and misappropriating settlement funds belonging to Defendants' clients and joint
18 counsel.

19 33. It was justifiable for Plaintiffs to rely on Defendants' representations and
20 promises that they would split any fee recovery equally because Plaintiffs and Defendants had
21 previously agreed in other cases to split any fee recovery equally, which Defendants
22 performed. Consequently, Plaintiffs had no reason to suspect at the time the fee splitting
23 agreements were made in the Avandia and TXI Cases, that Defendants had no intention of
24 fully honoring the agreements with regard to the Avandia and TXI Cases. It was also
25 justifiable for Plaintiffs to rely on Defendants' representations and promises because
26 Defendant Girardi is an attorney and a member of the State Bar, and prior to learning of the
27 Pending Lawsuits that exposed Defendants Girardi's misconduct, it was justifiable for
28

1 Plaintiffs to presume that Defendants Girardi would not breach the legal and ethical duties to
2 his clients and joint counsel that he in fact breached.

3 34. As a direct and proximate result of Defendants' fraud, Plaintiffs have been
4 damaged in amount to be proven at trial that is in excess of the jurisdictional limits.

5 35. In doing these acts, Defendants acted with oppression, fraud, or malice as
6 defined by California Civil Code section 3294(c), and Plaintiffs are therefore entitled to
7 punitive and/or exemplary damages.

8 WHEREFORE, Plaintiffs pray for judgment against all Defendants, and each of them,
9 as more fully set forth below.

10 **FOURTH CAUSE OF ACTION**

11 **(Money Had And Received – Against All Defendants)**

12 36. Plaintiffs re-allege and incorporate herein by this reference each and every
13 allegation set forth in paragraphs 1 through 35 of this Complaint as though set forth fully
14 herein.

15 37. Defendants received money that was intended to be used for the benefit of
16 Plaintiffs.

17 38. The money that Defendants received was not used for the benefit of Plaintiffs,
18 and Defendants have not given the money to Plaintiffs.

19 39. Accordingly, Plaintiffs are entitled to recover the money received by
20 Defendants to which Plaintiffs are entitled, the amount of which is to be proven at trial, and is
21 in excess of the jurisdictional limit.

22 WHEREFORE, Plaintiffs pray for judgment against all Defendants, and each of them,
23 as more fully set forth below.

24 **FIFTH CAUSE OF ACTION**

25 **(Accounting – Against All Defendants)**

26 40. Plaintiffs re-allege and incorporate herein by this reference each and every
27 allegation set forth in paragraphs 1 through 39 of this Complaint as though set forth fully
28 herein.

1 41. Plaintiffs and Defendants orally agreed to jointly represent plaintiffs in the
2 Avandia and TXI Cases and split any fee recovery equally between Plaintiffs and Defendants.
3 A fiduciary relationship existed between Plaintiffs and Defendants that required Defendants to
4 act with the utmost good faith for the benefit of Plaintiffs with respect to the parties' fee-
5 splitting agreement.

6 42. Defendants recovered fees paid in the Avandia and TXI Cases pursuant to the
7 settlement agreements in those cases, and 50% of those attorneys' fees are the rightful property
8 of Plaintiffs, under Plaintiffs' and Defendants' agreement to split any fee recovery equally
9 between Plaintiffs and Defendants.

10 43. The amount of money due from Defendants is unknown to Plaintiffs and cannot
11 be ascertained without an accounting of the settlement amounts received by Defendants and
12 disbursed by Defendants to the parties' clients, the costs actually incurred by Defendants in
13 connection with the Avandia and TXI Cases, and the attorneys' fees and costs reimbursements
14 received by Defendants in connection with the Avandia and TXI Cases, therefore making an
15 accounting necessary.

16 WHEREFORE, Plaintiffs pray for judgment against all Defendants, and each of them,
17 as more fully set forth below.

18 **SIXTH CAUSE OF ACTION**

19 **(Breach of Contract (Settlement Agreement) – Against All Defendants)**

20 44. Plaintiffs re-allege and incorporate herein by this reference each and every
21 allegation set forth in paragraphs 1 through 43 of this Complaint as though set forth fully
22 herein.

23 45. Plaintiffs and Defendants entered into a settlement agreement to resolve the
24 non-payment of fees claims underlying the first cause of action for breach of the fee splitting
25 agreements. On September 29, 2015, Defendants offered in writing to settle the fees claims
26 for \$4,410,000. On October 2, 2015, Plaintiffs accepted the offer in writing. As
27 consideration, the Plaintiffs had agreed to compromise and resolve claims for non-payment of
28 fees in exchange for payment of money.

1 46. On October 5 and 19, 2015, Defendants breached the settlement agreement by
2 repudiating it.

3 47. As a direct and proximate result of Defendants' breach of the settlement
4 agreement, Plaintiffs have been damaged, and, at a minimum, in the alternative to the damages
5 sought in connection with the first cause of action for breach of contract, Plaintiffs are entitled
6 to the benefit of their bargain with respect to the agreement to settle those claims, and are
7 therefore entitled to recover damages in the amount of \$4,410,000, plus interest, for
8 Defendants' breach of the settlement agreement.

9 WHEREFORE, Plaintiffs pray for judgment against all Defendants, and each of them,
10 as more fully set forth below.

11 **PRAYER FOR RELIEF**

12 Wherefore, Plaintiffs pray for judgment against Defendants, and each of them, as
13 follows:

14 **FIRST CAUSE OF ACTION**

15 **(Breach of Contract (Fee Splitting Agreement) – Against All Defendants)**

- 16 1. For compensatory damages and other special, general and consequential
17 damages according to proof;
- 18 2. For specific performance of the agreement;
- 19 3. For an award of interest, including prejudgment interest, according to law;
- 20 4. For an award of costs of suit;
- 21 5. For such other and further relief as this Court deems just and proper.

22 **SECOND CAUSE OF ACTION**

23 **(Breach of Fiduciary Duty – Against All Defendants)**

- 24 1. For compensatory damages and other special, general and consequential
25 damages according to proof;
- 26 2. For punitive and exemplary damages;
- 27 3. For a constructive trust for the benefit of Plaintiffs;
- 28 4. For an award of interest, including prejudgment interest, according to law;

1 5. For an award of costs of suit;

2 6. For such other and further relief as this Court deems just and proper.

3 **THIRD CAUSE OF ACTION**

4 **(Fraud – Against All Defendants)**

5 1. For compensatory damages and other special, general and consequential
6 damages according to proof;

7 2. For punitive and exemplary damages;

8 3. For a constructive trust for the benefit of Plaintiffs;

9 4. For an award of interest, including prejudgment interest, according to law;

10 5. For an award of costs of suit;

11 6. For such other and further relief as this Court deems just and proper.

12 **FOURTH CAUSE OF ACTION**

13 **(Money Had And Received – Against All Defendants)**

14 1. For return of the money had and received by Defendants;

15 2. For a constructive trust for the benefit of Plaintiffs;

16 3. For an award of interest, including prejudgment interest, according to law;

17 4. For an award of costs of suit;

18 5. For such other and further relief as this Court deems just and proper.

19 **FIFTH CAUSE OF ACTION**

20 **(Accounting – Against the All Defendants)**

21 1. For an accounting;

22 2. For an award of costs of suit;

23 3. For such other and further relief as this Court deems just and proper.

24 **SIXTH CAUSE OF ACTION**

25 **(Breach of Contract (Settlement Agreement) – Against All Defendants)**

26 1. For compensatory damages and other special, general and consequential
27 damages according to proof;

28 2. For specific performance of the agreement;

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3. For an award of interest, including prejudgment interest, according to law;
4. For an award of costs of suit;
5. For such other and further relief as this Court deems just and proper.

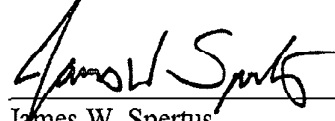
DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial.

Dated: March 29, 2016

SPERTUS, LANDES & UMHOFFER, LLP


By:



James W. Spertus

Ezra D. Landes

Attorneys for Plaintiffs Gruber & Gruber and
Law Offices of Howard A. Snyder

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): James W. Spertus (SBN 159825) Ezra D. Landes (SBN 253052) Spertus, Landes & Umhofer, LLP 1990 S. Bundy Dr. Ste 705, Los Angeles, CA 90025 TELEPHONE NO.: (310) 826-4700 FAX NO.: (310) 826-4711 ATTORNEY FOR (Name): Plaintiffs Gruber & Gruber, Law Ofcs. Howard A. Snyder		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles MAR 29 2016 Sherri R. Carter, Executive Officer/Clerk By:  Deputy Shaunya Bolden	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: Stanley Mosk Courthouse MAILING ADDRESS: 111 North Hill St. CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District			
CASE NAME: Gruber & Gruber, et al. v. Girardi, et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: BC 615458 JUDGE: DEPT:	

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

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

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | 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): 5: Breach of Contract/Fiduciary Duty, Fraud, Money Had&Rec, Accounting
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: March 29, 2016
 Ezra D. Landes

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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: Gruber & Gruber, et al. v. Girardi, et al.

CASE NUMBER

**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 5 ☐ HOURS/ ☒ DAYS

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

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

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

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

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

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

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

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

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Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<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.
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.
Breach of Contract/ Warranty (06) (not insurance)	<input 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 checked="" 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.
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-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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

SHORT TITLE:

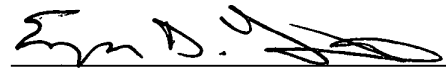
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

REASON: 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 checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 1126 Wilshire Blvd.
CITY: Los Angeles	STATE: CA	ZIP CODE: 90017	

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: March 29, 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.