

1 Maria C. Severson, Esq., SBN 173967
2 AGUIRRE & SEVERSON, LLP
3 501 West Broadway, Suite 1050
4 San Diego, CA 92101
5 Telephone: (619) 876-5364
6 Facsimile: (619) 876-5368

7 Attorneys for Plaintiff

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO

10 MICHAEL J. AGUIRRE,

11 Plaintiff,

12 v.

13 SOUTHLAND PUBLISHING
14 INCORPORATED, a California
15 Corporation; and DOES 1 TO 20, inclusive,

16 Defendants.

Case No.

COMPLAINT FOR LIBEL

17 1. Southland Publishing, Inc., (Southland) does business as San Diego City Beat
18 (City Beat). The California Secretary of State provides the following pertinent information about
19 Southland:

Entity Name:	SOUTHLAND PUBLISHING, INCORPORATED
Entity Number:	C1985739
Date Filed:	06/06/1997
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	50 S. DELACEY AVENUE, SUITE 200
Entity City, State, Zip:	PASADENA CA 91105
Agent for Service of Process:	MICHAEL FLANNERY
Agent Address:	16230 FILBERT STREET
Agent City, State, Zip:	SYLMAR CA 91105

1 2. Michael Flannery owns Southland; Bruce Ian Bolkin is its president. Flannery and
2 Bolkin are residents of Los Angeles, County. Bolkin is a California attorney and a graduate of
3 New York University School of Law. Bolkin has been fully informed that the content of the 12
4 November 2012 was false and libelous but has failed to correct it and continued to publish it on
5 the City Beat website.

6 3. David Rolland is the editor of San Diego City Beat (City Beat), and an employee
7 and agent of defendant Southland Publishing Corporation (Southland). Rolland edits the San
8 Diego City Beat stories and directs the writers who work there. Rolland is not yet named as a
9 defendant because plaintiff does not yet know if Rolland personally edited and approved of the
10 publication of the 12 November 2014 article that libeled plaintiff (described below).

11 4. Scott Peters is a resident of San Diego County, a graduate of New York University
12 School of Law, and enjoys the editorial backing of City Beat and David Rolland.

13 5. City Beat was launched in 2002, and represents to its advertisers a circulation of
14 50,000. City Beat is published on Wednesdays in San Diego, and also online at
15 <http://www.sdcitybeat.com/sandiego/>. City Beat claims to be “San Diego’s most honored
16 newsweekly-capturing more than a dozen local journalism awards.” The credibility and reach of
17 City Beat gave added adverse impact to the libelous 12 November 2014 article.

18 6. The plaintiff is Michael J. Aguirre, who is engaged in the practice of law in the
19 City of San Diego. Plaintiff Aguirre was subject to and libeled by the 12 November 2014 article
20 described below.

21 7. Doe defendants 1 through 20 were agents, officers, employees and others who
22 participated in the writing, editing and publishing a City Beat Article on 12 November 2014
23 under the headline “Carl DeMaio will not go quietly-We won’t have this curious man-child to
24 kick around anymore, or will we? The article strayed from its headline to plaintiff Michael J.
25 Aguirre:

26 “Passions spin the plot: We are betrayed by what is false within.”—
27 George Meredith

28 **

1 Former City Attorney Mike Aguirre, who many consider a close
2 second in San Diego's all-time self-promotion depth chart, once
3 called DeMaio "an Ivy League charlatan." **Aguirre frequently**
4 **considered one's academic underpinnings as an accurate**
5 **measuring stick of culpability—among council members, he**
6 **considered Peters most liable in the city's pension-**
7 **underfunding debacle because he attended Duke University.**

8 But what guys like Aguirre, Filner and DeMaio all share is an
9 unwavering belief in their own virtues, whatever the cost. Such
10 iron-clad constitutions can bring great results when targeted for the
11 greater good, but with it comes the risk of appearing blind to one's
12 own faults.

13 8. As it relates to plaintiff, the gist of the article was (1) Aguirre in his role as San
14 Diego City Attorney considered Scott Peters most liable in the city's pension-underfunding
15 debacle because he attended Duke University; (2) Aguirre's use of Scott Peter's attendance at
16 Duke University to conclude Peter's was "most liable" amongst council members for the San
17 Diego's pension underfunding debacle was based on passion and revealed something was false
18 within Aguirre; (3) Aguirre was part of a trio of who shared the common trait of having been
19 betrayed by what was false within them.

20 9. The factual gist of the 12 November 2014 article as it related to Aguirre was false
21 for these reasons: (1) Aguirre issued a 112 page report supported by over 200 pages of exhibits
22 showing there was substantial evidence supporting a finding that Scott Peters was one of the
23 council member's responsible for the City of San Diego pension underfunding debacle; (2) the
24 consideration given to Scott Peters' sophistication and education related to whether Peters'
25 knowingly or recklessly approved City of San Diego bond disclosures which omitted to state
26 material facts about size of the City's pension debt.

27 10. A 9 February 2005 San Diego City Attorney report issued while plaintiff was City
28 Attorney described Peters' and the other Council members' sophistication and education in
connection with whether they knowingly or recklessly violated the securities laws, a standard
practice under applicable securities laws: ¹

¹ The 112-page report discussed the relevant training for understanding the underlying complex
facts and circumstances. In determining whether a particular person had the requisite scienter to
violate fraud laws when conducting an illegal acts review under applicable audit rules AAU
317.10(a), the "level of sophistication and education" is a key factor. *United States v. Estate*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IV.
CONCLUSION

Based upon these premises, the San Diego City Attorney concludes that there is substantial evidence consistent with a finding that the Mayor and Council authorized the issuance of City bond offering and related disclosure documents, identified above, that the Mayor and City Council Members knew to be false, as set forth above. Moreover, the San Diego City Attorney concludes that there is substantial evidence consistent with a finding that the Mayor and Council authorized bond offering documents and related disclosure offering documents, for the bond offerings identified above, while they recklessly disregarded facts indicating a risk that the disclosures might be misleading, as set forth above. The San Diego City Attorney further concludes that there is substantial evidence consistent with a finding that the Mayor and Council had knowledge of facts set forth herein that brought into question the City's ability to repay the bonds sold by the City of San Diego, identified above. The City Attorney of San Diego finds that under these circumstances there is substantial evidence supporting a finding that it was reckless for the Mayor and City Council, with regard to the bond offerings identified above, to approve the related disclosures to investors without taking steps to prevent the dissemination of materially false or misleading information regarding those bonds. In this matter, such steps should have included becoming familiar with the disclosure documents and questioning the City's officials, employees, or other agents about the disclosure of the material facts.

Upon these premises the San Diego City Attorney concludes that there is substantial evidence consistent with a finding that the Mayor and City Council engaged in civil violations of federal securities laws. There is no finding of any wrongdoing by Council Member Tony Young. He was not elected to represent the Fourth Council District until 4 January 2005 and therefore there is no evidence of his involvement in any of the alleged securities law violations.

There is no finding of any wrongdoing by Council Member Michael Zucchet. He did not take office until 2 December 2002. He was not a Council Member during the period of time in which the information about the trigger and balloon payment was provided to the Council. On 3 December 2002 Mr. Zucchet did vote in favor of Item-50 (Ordinance O-2003-67), which granted Fire Fighters Local 145 members additional benefits. Those benefits consisted of (1) allowing Fire Fighters Local 145 members to "convert Annual Leave accrued after July 1, 2002 to service credit in SDCERS or extend their participation in the System's Deferred Retirement Option Plan ("DROP");" and (2) allowing the purchase of creditable service to apply towards the ten year vesting requirement. Mr. Zucchet also voted to approve municipal bond

Preservation Servs., 202 F.3d 1093, 1103 (9th Cir. Cal. 2000); *United States v. Hempfling*, 2008 U.S. Dist. LEXIS 25048 (E.D. Cal. 2008).

1 disclosure documents for some offerings. There is no finding of
2 wrongdoing by Mr. Zucchet. The remaining council members fall
along a continuum.

3 The Mayor and Council Member Scott Peters have the most
4 relevant training for understanding the underlying complex facts
5 and circumstances. Both are Phi Beta Kappa graduates with
6 economic degrees. Mayor Murphy holds a Masters of Business
7 Administration Degree from the Harvard Business School. Council
8 Member Peters is a graduate of Duke University. Mayor Murphy
9 has a law degree from Stanford University; Council Member
Peters has a law degree from New York University. Mayor
Murphy was an associate in the law firm of Luce, Forward,
Hamilton & Scripps. Council Member Peters was an associate at
the firm of Baker & McKenzie. Mayor Murphy served as a
Municipal and Superior Court Judge for 15 years. He was admitted
to practice 16 December 1975.

10 Mr. Peters had considerably less experience than Mayor Murphy,
11 having practiced in the field of environmental law before his
12 election to the Council in December 2000. He was admitted to
13 practice in California on 6 June 1989. At the other end of spectrum
14 is Council Member Donna Frye. Council Member Frye has no
15 advanced degrees in business or law. She has no expert training in
16 law or business. Although she voted in earlier Closed Sessions to
17 extend more benefits and to continue the underfunding she was the
18 only council member to vote against extending those benefits when
19 it went to a later public vote. She also voted against the ballpark
20 bonds offering documents. Council Member Toni Atkins also has
21 no expert training in law or business.

22 However, Ms. Atkins voted to underfund the pension system and
23 to exchange benefits for a waiver of the trigger and balloon
24 payments. Between these two points stand Council Members Brian
25 Maienschein, Jim Madaffer, and Ralph Inzunza. Council Member
26 Maienschein is an attorney but he had a community based practice.
27 Council Members Madaffer and Inzunza have no relevant expert
28 training. Council Member Madaffer attended Grossmont College
and San Diego State University. Council Member Inzunza is a
graduate of San Diego State University but his area of expertise is
Latin American Studies. Two former Council persons participated
in the matters addressed in this report. They are former Council
Members Byron Wear and George Stevens. Neither of these
Council Members had expert training in law or business.

KPMG has cited to the conclusion reached in the 16 September
2004 report of the City's outside counsel that any attempt to
conceal the SDCERS funding situation would have been an
exercise in futility. The San Diego City Attorney concludes in this
Second Interim Report that there is substantial evidence consistent
with a finding that the Mayor and City Council did attempt to
conceal and did conceal the 11 October 2004 and 29 October 2004
KPMG letters to San Diego Assistant City Attorney re: City of San
Diego Fiscal Year 2003 Audit granting of pension benefits in
exchange for the waiver of the trigger and balloon payments. The

1 City Attorney of San Diego further concludes that there is
2 substantial evidence consistent with a finding that the Mayor and
3 City Council concealed the other aspects of the underfunding,
trigger, balloon payments, wrongful accounting and funding
practices as set forth in this report.

4 Finally, the San Diego City Attorney concludes that there is
5 substantial evidence consistent with a finding that the Mayor and
6 City Council engaged in the alleged wrongful conduct either
7 knowingly or recklessly. The San Diego City Attorney has
8 investigated the issues raised by KPMG in their correspondence of
9 11 October 2004 and 29 October 2004 and related writings. This
10 investigation has been conducted to resolve the federal securities
11 law issues raised in those writings. Additional City Attorney
reports will address other possible illegal acts and other
responsible parties, if and when requested by KPMG. Finally, it
should be stressed that much of the evidence set forth in this report
was made available to the investigation only because the Mayor
and Council made the honorable decision to waive the
confidentiality privileges held by the City. They did this knowing
that it would put them at risk.

12 11. As soon as plaintiff became aware of the 12 November 2014 article, plaintiff
13 demanded a correction by City Beat at its place of business as provided under Civil Code § 48a.
14 The demand for correction gave written notice specifying the statements claimed to be libelous
15 and demanding the same be corrected. The notice and demand was served within 20 days after
16 plaintiff had knowledge of the 12 November 2014 publication in City Beat.

17 12. City Beat has a history of allowing Peters to use City Beat to publish his version of
18 events relating to Peters' role in the pension debacle and securities scandal. For example, on 30
19 November 2011, City Beat published an interview Rolland had with Peters (which Peters
20 published on his website)² under the headline: "**In a Q&A, the former City Council president**
21 **talks taxes, Republicans, Occupy Wall Street, Obama, immigration and more By David**
22 **Rolland,**" *November 30, 2011*, David Rolland wrote:

23 Peters, a lawyer by trade who lives in La Jolla, spent eight years on the City
24 Council and was the council's first president. We interviewed him on Nov. 21, and
25 **he demonstrated how he'll field and deflect questions during the campaign**
about the city's pension mess and securities scandal that blew up during his
tenure.

26 **Let's get a big one out of the way.** You were on the City Council in 2002 and
27 cast votes to under-fund the pension system and enhance retirement benefits for
city employees. You were also deemed negligent by the Securities and Exchange

28 ² <http://www.scottpeters.com/in-the-news/scott-peters-thinks-he-can-take-down-brian-bilbray>

1 Commission.

2 No, by Arthur Levitt, a consultant working for the city. We hired Arthur Levitt. I
3 think that's very important. I don't want to re-litigate all those years, but it wasn't
4 the SEC; it was Arthur Levitt. And, by the way, let me just say that I think that's a
5 great experience for working in Congress. I had not intended to be a pension
6 reformer when I went to the City Council. I wanted to clean up the beaches and
7 bays and finish the highway and build the parks. And we did make mistakes early
8 on. And that's why we tried so hard to fix them. So, we impaneled the Pension
9 Reform Commission, and we hired two outside consultants—the council and the
10 mayor—to tell us what we did wrong and how to fix it. And then we took those
11 steps that were recommended and made a ton of corrections, so that by the time we
12 left, what the SEC said, through its monitor Stan Keller, was that San Diego was a
13 model for other cities undertaking pension reform.

9 (Note: Rolland allowed Peters to leave readers with the impression Peters only made “mistakes
10 early on” Peters “tried so hard to fix them” and Peters and the Council set up a committee and
11 hired consultants to tell Peters and the Council “what we did wrong.” The duly elected City
12 Attorney told Peters what was done was wrong in the 112-page City Attorney Report of 9
13 February 2005, about which Rolland asked not a single question)

14 13. After receiving the demand for correction Southland, neither Bolkin, nor Rolland
15 caused a correction to be published. Instead, the libelous 12 November 2014 remains on the City
16 Beat website.

17 14. Doe defendants, as Southland's agents, officers and employees, published the 12
18 November 2014 publication libeling Aguirre, knowing the gist of the article as it related to
19 Aguirre was false, or with a reckless disregard about whether it was false.

20 15. As a proximate result of the 12 November 2014 article, plaintiff has suffered loss
21 of his reputation, shame, and embarrassment all to his general damage.

22 16. As a proximate result of the 12 November 2014 article, plaintiff has suffered
23 special damage including loss of his trade and profession.

24 17. The 12 November 2012 article was published with malice with the intent of
25 discrediting plaintiff and curing favor with Scott Peters.

26 PRAYER


27 WHEREFORE, plaintiff prays judgment [against defendants, and each of them,] as
28 follows:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. For general damages according to proof;
2. For special damages according to proof;
3. For punitive damages;
4. For costs of suit incurred herein;
5. For such other and further relief as the court may deem proper.

AGUIRRE & SEVERSON, LLP

Dated: 5 December 2014



Maria C. Severson, Esquire
Attorneys for Plaintiff

**SUMMONS
(CITACION JUDICIAL)**

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

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

SOUTHLAND PUBLISHING INCORPORATED, a California Corporation; and DOES 1 to 20, inclusive

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

MICHAEL J. AGUIRRE

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

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

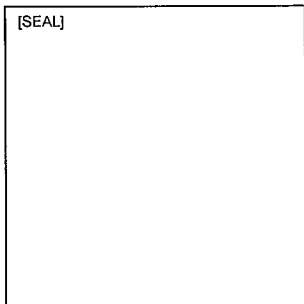
The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of California
County of San Diego-Central District-Hall of Justice
330 West Broadway, San Diego, CA 92101

CASE NUMBER:
(Número del Caso):

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):
Maria C. Severson, SBN 173967, 501 West Broadway, Suite 1050, San Diego, CA 92101, (619) 876-5364

DATE: _____ Clerk, by _____, 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)).



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: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Maria C. Severson, Esq., SBN 173967 AGUIRRE & SEVERSON, LLP 501 West Broadway, Suite 1050 San Diego, CA 92101 TELEPHONE NO.: (619) 876-5364 FAX NO.: ATTORNEY FOR (Name): Plaintiff Michael J. Aguirre		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central District-Hall of Justice		
CASE NAME: Michael J. Aguirre v. Southland Publishing Incorporated, 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)	CASE NUMBER: JUDGE: DEPT:
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		

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 checked="" 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 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): **One (1)**
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: December 5, 2014
 Maria C. Severson

(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