

SHORT TITLE: <p style="text-align: center; margin: 0;">Alvin Chen, et al. v. United Parcel Service, Inc., et al.</p>	CASE NUMBER:
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4. Plaintiff (name):
 is doing business under the fictitious name (specify):

 and has complied with the fictitious business name laws.
5. Each defendant named above is a natural person
- a. **except** defendant (name): United Parcel Service, Inc. c. **except** defendant (name): Valacal, Co.
- | | |
|---|---|
| (1) <input type="checkbox"/> a business organization, form unknown
(2) <input checked="" type="checkbox"/> a corporation
(3) <input type="checkbox"/> an unincorporated entity (describe):

(4) <input type="checkbox"/> a public entity (describe):
(5) <input type="checkbox"/> other (specify): | (1) <input checked="" type="checkbox"/> a business organization, form unknown
(2) <input type="checkbox"/> a corporation
(3) <input type="checkbox"/> an unincorporated entity (describe):

(4) <input type="checkbox"/> a public entity (describe):
(5) <input type="checkbox"/> other (specify): |
|---|---|
- b. **except** defendant (name): Universal Protection Service, LPd. **except** defendant (name):
- | | |
|---|--|
| (1) <input checked="" type="checkbox"/> a business organization, form unknown
(2) <input type="checkbox"/> a corporation
(3) <input type="checkbox"/> an unincorporated entity (describe):

(4) <input type="checkbox"/> a public entity (describe):
(5) <input type="checkbox"/> other (specify): | (1) <input type="checkbox"/> a business organization, form unknown
(2) <input type="checkbox"/> a corporation
(3) <input type="checkbox"/> an unincorporated entity (describe):

(4) <input type="checkbox"/> a public entity (describe):
(5) <input type="checkbox"/> other (specify): |
|---|--|
- Information about additional defendants who are not natural persons is contained in Attachment 5.
6. The true names of defendants sued as Does are unknown to plaintiff.
- a. Doe defendants (specify Doe numbers): 30 - 50 were the agents or employees of other named defendants and acted within the scope of that agency or employment.
- b. Doe defendants (specify Doe numbers): 1 - 50 are persons whose capacities are unknown to plaintiff.
7. Defendants who are joined under Code of Civil Procedure section 382 are (names):
8. This court is the proper court because
- a. at least one defendant now resides in its jurisdictional area.
 b. the principal place of business of a defendant corporation or unincorporated association is in its jurisdictional area.
 c. injury to person or damage to personal property occurred in its jurisdictional area.
 d. other (specify):
9. Plaintiff is required to comply with a claims statute, and
- a. has complied with applicable claims statutes, or
 b. is excused from complying because (specify):

SHORT TITLE: <p style="text-align: center; margin-top: 10px;">Alvin Chen, et al. v. United Parcel Service, Inc., et al.</p>	CASE NUMBER:
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10. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- a. Motor Vehicle
- b. General Negligence
- c. Intentional Tort
- d. Products Liability
- e. Premises Liability
- f. Other (specify):
 Loss of Consortium

11. Plaintiff has suffered

- a. wage loss
- b. loss of use of property
- c. hospital and medical expenses
- d. general damage
- e. property damage
- f. loss of earning capacity
- g. other damage (specify):
 Prejudgment interest pursuant to Civil Code of Sections 3288 and/or 3291.

12. The damages claimed for wrongful death and the relationships of plaintiff to the deceased are

- a. listed in Attachment 12.
- b. as follows:

13. The relief sought in this complaint is within the jurisdiction of this court.

14. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. (1) compensatory damages
 - (2) punitive damages
- The amount of damages is (in cases for personal injury or wrongful death, you must check (1)):
- (1) according to proof
 - (2) in the amount of: \$

15. The paragraphs of this complaint alleged on information and belief are as follows (specify paragraph numbers):
 All

Date: September 12, 2017

J. Kevin Morrison

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

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 FIRST **CAUSE OF ACTION—General Negligence** Page 4
 (number)

ATTACHMENT TO Complaint Cross - Complaint
 (Use a separate cause of action form for each cause of action.)

GN-1. Plaintiff (name): Alvin Chen

alleges that defendant (name): United Parcel Service, Inc., Universal Protection Service, LP (dba Allied Universal Security Services), Valacal, Co., and

Does 1 to 50

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant negligently caused the damage to plaintiff
 on (date): June 14, 2017
 at (place): UPS Facility - 320 San Bruno Avenue, San Francisco, CA 94103

(description of reasons for liability):
 See Attachment GN-1

Attachment GN-1

1
2 Defendants, and each of them, owned, leased, occupied, operated, managed, supervised, and/or
3 controlled a United Parcel Service, Inc. ("UPS") distribution facility located at 320 San Bruno
4 Avenue, San Francisco, CA 94103 ("Subject Premises"). Defendant Universal Protection Service,
5 LP dba Allied Universal Security Services ("ALLIED UNIVERSAL") contracted and/or agreed
6 to provide security services and working metal detection systems at the Subject Premises, which
7 included, but was not limited to, monitoring safe and secure access to the Subject Premises,
8 providing working metal detection systems and monitoring the metal detection systems at the
9 Subject Premises that UPS's customers, invitees, and employees were required to pass through to
10 access the Subject Premises.

11 As a result of the negligence, carelessness, and/or recklessness of Defendants, and each of them,
12 on June 14, 2017, UPS employee Jimmy Chanh Lam ("LAM") was allowed to enter the Subject
13 Premises after passing through a metal detection system monitored by Defendant ALLIED
14 UNIVERSAL at an entrance to the Subject Premises that was controlled by Defendants UPS,
15 Valacal Co. ("VALACAL"), ALLIED UNIVERSAL, and DOES 1 through 30. When LAM
16 passed through the metal detection system, he was carrying or possessing firearms and
17 ammunition, the presence of which set off the alarm(s) of the metal detection system monitored
18 by Defendant ALLIED UNIVERSAL. After LAM passed through the metal detection system and
19 set off the alarm(s) of the metal detection system, Defendants ALLIED UNIVERSAL, and DOES
20 1 through 50, negligently, carelessly and/or recklessly allowed LAM to enter the Subject Premises.
21 Once LAM had entered the Subject Premises, LAM proceeded to shoot and injure Plaintiff ALVIN
22 CHEN and four other people, three of them fatally.

23 Defendants ALLIED UNIVERSAL, DOES 1 through 50, and each of them, owed a duty of
24 reasonable care toward UPS's customers, invitees, and employees to provide safe and secure
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This page may be used with any Judicial Council form or any other paper filed with the court.

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1 access to the Subject Premises and properly functioning metal detection systems at the Subject
2 Premises.

3 Defendants ALLIED UNIVERSAL, DOES 1 through 50, and each of them, breached said duty in
4 that they negligently, carelessly and/or recklessly failed to properly operate, maintain, repair,
5 inspect, and/or service the metal detection systems at the Subject Premises, thereby creating a risk
6 of injury to Plaintiff and others at the Subject Premises.

7 The negligence, carelessness, and/or recklessness of Defendants, and each of them, were the legal
8 (proximate) cause and a substantial factor in the personal injuries suffered by Plaintiff. If
9 Defendants, and each of them, had not previously authorized and/or condoned persons who were
10 in possession of weapons, including firearms and ammunition, to access the Subject Premises, and
11 had prevented LAM from entering the Subject Premises on the date of the shooting incident after
12 passing through a metal detection system with guns and ammunition which set off the alarm(s) of
13 the metal detection system, Plaintiff ALVIN CHEN would not have been shot and injured.
14 Defendants, and each of them, unreasonably increased the risks to Plaintiff and others over and
15 above those inherent in working as a driver for UPS by authorizing and/or condoning weapons,
16 including firearms and ammunition, to be brought onto the Subject Premises. The negligence,
17 carelessness, and/or recklessness of Defendants, and each of them, were a substantial factor in
18 causing the personal injuries and severe emotional distress to Plaintiff ALVIN CHEN.

19 UPS's employees previously complained about the safety of the workplace at UPS because of the
20 presence of weapons, including firearms and ammunition, and because of the presence of
21 unauthorized individuals being allowed to enter the Subject Premises. At the time of the subject
22 shooting incident, UPS knew or, through the exercise of reasonable care, should have known, that
23 the Subject Premises was not a safe and secure workplace, and that because of the presence of
24 weapons, including firearms and ammunition, and because of the presence of unauthorized
25 individuals being allowed to enter the Subject Premises, UPS's customers, invitees, and employees
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Alvin Chen, et al. v. United Parcel Service, Inc., et al.

1 were unnecessarily exposed to an increased risk of harm and/or injury. Plaintiff, by filing this
 2 complaint hereby reiterates those complaints and/or concerns for their ongoing safety, and the
 3 safety of UPS's customers, invitees, and employees.

4 Defendants UPS, DOES 1 through 50, and each of them, negligently, carelessly and/or recklessly
 5 investigated, researched, hired, employed, contracted, retained, supervised, controlled, instructed,
 6 and/or trained LAM. Defendants UPS, DOES 1 through 50, and each of them, knew or should
 7 have known that because of LAM's previous conduct he posed a serious risk of injury to himself
 8 and others. If Defendants UPS, DOES 1 through 50, and each of them had not failed to properly
 9 investigate, research, hire, employ, contract, retain, supervise, control, instruct, and/or train LAM,
 10 LAM would not have been allowed to enter the Subject Premises on the date of the subject shooting
 11 incident, Plaintiff ALVIN CHEN would not have been shot and injured. The negligence,
 12 carelessness and/or recklessness of Defendants UPS, DOES 1 through 50, and each of them, was
 13 the legal (proximate) cause of the personal injuries and severe emotional distress to Plaintiff
 14 ALVIN CHEN.

15 Defendants ALLIED UNIVERSAL, DOES 1 through 50, and each of them, negligently, carelessly
 16 and/or recklessly investigated, researched, hired, employed, leased, contracted, retained,
 17 supervised, controlled, instructed, and trained the security guards who worked at the Subject
 18 Premises. If Defendants ALLIED UNIVERSAL, DOES 1 through 50, and each of them had not
 19 failed to properly investigate, research, hire, employ, contract, retain, supervise, control, instruct,
 20 and/or train the security guards who worked at the Subject Premises, and specifically the security
 21 guard posted at the entrance on the date of the subject shooting incident through which LAM
 22 entered the Subject Premises, LAM would not have been allowed to enter the Subject Premises on
 23 the date of the subject shooting incident, Plaintiff ALVIN CHEN would not have been shot and
 24 injured. The negligence, carelessness and/or recklessness of Defendants ALLIED UNIVERSAL,
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DOES 1 through 50, and each of them, were the legal (proximate) cause of the shooting of, and resulting personal injuries and severe emotional distress to Plaintiff ALVIN CHEN.

At all times relevant herein, Defendants, and each of them, were the agent, partner, joint venturer, alter ego, successor in interest, representative, servant, lessee, licensee, employee and/or co-conspirator of each of the other Defendants, and were at all times mentioned herein acting within the course and scope of said agency and employment, and that all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and/or consent of Defendants, and each of them, and each Defendant authorized, condoned and/or ratified the conduct of all other Defendants, and was at all times mentioned herein acting within the course and scope of said agency and employment, joint venture, authority, authorization, and/or ratification. Each of the members of the joint venture and the joint venture itself, are responsible for the wrongful conduct of a member acting in furtherance of the venture.

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SHORT TITLE: <p style="text-align: center;">Alvin Chen, et al. v. United Parcel Service, Inc., et al.</p>	CASE NUMBER:
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SECOND **CAUSE OF ACTION—Premises Liability** Page 9
 (number)

ATTACHMENT TO Complaint Cross - Complaint
 (Use a separate cause of action form for each cause of action.)

Prem.L-1. Plaintiff (name): Alvin Chen
 alleges the acts of defendants were the legal (proximate) cause of damages to plaintiff.
 On (date): June 14, 2017 plaintiff was injured on the following premises in the following
 fashion (description of premises and circumstances of injury):
 See Attachment Prem. L-1

Prem.L-2. **Count One—Negligence** The defendants who negligently owned, maintained, managed and operated the described premises were (names): United Parcel Service, Inc., Universal Protection Service, LP (dba Allied Universal Security Services), Valacal, Co., and

Does 1 to 30

Prem.L-3. **Count Two—Willful Failure to Warn** [Civil Code section 846] The defendant owners who willfully or maliciously failed to guard or warn against a dangerous condition, use, structure, or activity were (names):

Does _____ to _____

Plaintiff, a recreational user, was an invited guest a paying guest.

Prem.L-4. **Count Three—Dangerous Condition of Public Property** The defendants who owned public property on which a dangerous condition existed were (names):

Does _____ to _____

- a. The defendant public entity had actual constructive notice of the existence of the dangerous condition in sufficient time prior to the injury to have corrected it.
- b. The condition was created by employees of the defendant public entity.

Prem.L-5. a. **Allegations about Other Defendants** The defendants who were the agents and employees of the other defendants and acted within the scope of the agency were (names): United Parcel Service, Inc., Universal Protection Service, LP (dba Allied Universal Security Services), Valacal, Co., and

Does 30 to 50

- b. The defendants who are liable to plaintiffs for other reasons and the reasons for their liability are described in attachment Prem.L-5.b as follows (names): Plaintiffs are informed and believe and thereon allege that Defendants 1 - 50 are negligently or otherwise responsible in some manner for the occurrences herein alleged and Plaintiffs' damages were legally caused by their conduct.

Attachment Prem.L-1

Defendants, and each of them, owned, leased, occupied, operated, managed, supervised, and/or controlled a United Parcel Service, Inc. ("UPS") distribution facility located at 320 San Bruno Avenue, San Francisco, CA 94103 ("Subject Premises"). Defendant Universal Protection Service, LP dba Allied Universal Security Services ("ALLIED UNIVERSAL") contracted and/or agreed to provide security services and working metal detection systems at the Subject Premises, which included, but was not limited to, monitoring safe and secure access to the Subject Premises, providing working metal detection systems and monitoring the metal detection systems at the Subject Premises that UPS's customers, invitees, and employees were required to pass through to access the Subject Premises.

On June 14, 2017, UPS employee Jimmy Chanh Lam ("LAM") was allowed to enter the Subject Premises after passing through a metal detection system monitored by Defendant ALLIED UNIVERSAL at an entrance to the Subject Premises that was controlled by Defendants UPS, Valacal Co. ("VALACAL"), ALLIED UNIVERSAL, and DOES 1 through 30. When LAM passed through the metal detection system, he was carrying or possessing firearms and ammunition, the presence of which set off the alarm(s) of the metal detection system monitored by Defendant ALLIED UNIVERSAL. After LAM passed through the metal detection system and set off the alarm(s) of the metal detection system, Defendant ALLIED UNIVERSAL, and DOES 1 through 50, negligently, carelessly and/or recklessly allowed LAM to enter the Subject Premises. Once LAM had entered the Subject Premises, LAM proceeded to shoot and injure Plaintiff ALVIN CHEN and four others, three of them fatally.

Defendants, and each of them, owed a duty of reasonable care toward Plaintiff ALVIN CHEN and others to prevent persons from gaining access to the Subject Premises who were in possession of weapons, including firearms and ammunition. Defendants, and each of them, were negligent, careless and/or reckless in the use, monitoring and/or control of the Subject Premises because they failed to monitor, control, prevent, notify, and/or warn others of potentially dangerous access to

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1 the Subject Premises by Lam and others, who were in possession of firearms and ammunition,
 2 thereby creating a risk of injury or death to UPS's customers, invitees, and employees accessing
 3 the Subject Premises, all of which was a substantial factor in causing the shooting of, and resulting
 4 personal injuries and severe emotional distress to Plaintiff.

5 At the time of the subject shooting incident, Defendants knew or, through the exercise of
 6 reasonable care, should have known, that they had authorized and/or condoned persons to gain
 7 access to the Subject Premises who were in possession of weapons, including firearms and
 8 ammunition, thereby creating an unsafe and dangerous condition at the Subject Premises. Despite
 9 their ratification, knowledge, permission, encouragement, authorization, and/or consent of this
 10 unsafe condition, Defendants failed to correct it, protect against its harm, or give adequate warning
 11 of the condition to UPS's customers, invitees, and employees, including Plaintiff. Had Defendants,
 12 and each of them, corrected the unsafe condition, prevented persons in possession of weapons,
 13 including firearms and ammunition, from accessing the Subject Premises, or given adequate
 14 warning of the condition to UPS's customers, invitees, and employees, Plaintiff ALVIN CHEN
 15 would not have been shot and injured. Defendants' negligence was a substantial factor in causing
 16 the shooting of, and resulting personal injuries and severe emotional distress to Plaintiff.

17 UPS's employees previously complained about the safety of the workplace at UPS because of the
 18 presence of weapons, including firearms and ammunition, and because of the presence of
 19 unauthorized individuals being allowed to enter the Subject Premises. At the time of the subject
 20 shooting incident, UPS knew or, through the exercise of reasonable care, should have known, that
 21 the Subject Premises was not a safe and secure workplace, and that because of the presence of
 22 weapons, including firearms and ammunition, and because of the presence of unauthorized
 23 individuals being allowed to enter the Subject Premises, UPS's customers, invitees, and employees
 24 were unnecessarily exposed to an increased risk of harm and/or injury. Plaintiff, by filing this
 25 complaint hereby reiterates those concerns for their ongoing safety, and the safety of UPS's
 26 customers, invitees, and employees.
 27

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1 Defendants ALLIED UNIVERSAL, DOES 1 through 50, and each of them, contracted and/or
 2 agreed to provide security services and working metal detection systems at the Subject Premises,
 3 which included, but was not limited to, monitoring safe and secure access to the Subject Premises,
 4 providing working metal detection systems and monitoring metal detection systems at the Subject
 5 Premises that UPS customers, invitees, and employees were required to pass through to access the
 6 Subject Premises. By voluntarily contracting and/or agreeing to these undertakings, Defendant
 7 ALLIED UNIVERSAL had a duty to exercise reasonable care in monitoring safe and secure access
 8 to the Subject Premises, providing working metal detection systems and monitoring metal
 9 detection systems at the Subject Premises. UPS's customers, invitees, and employees, including
 10 Plaintiffs, reasonably relied upon Defendant ALLIED UNIVERSAL to monitor safe and secure
 11 access to the Subject Premises, to provide working metal detection systems and monitor the metal
 12 detection systems at the Subject Premises. Defendant ALLIED UNIVERSAL negligently,
 13 carelessly and/or recklessly allowed LAM to enter the Subject Premises and shoot Plaintiff ALVIN
 14 CHEN and four others. Defendants' negligence was a substantial factor in causing the shooting of,
 15 and resulting personal injuries and severe emotional distress to Plaintiff ALVIN CHEN.

16 At all times relevant herein, Defendants, and each of them, were the agent, partner, joint venturer,
 17 alter ego, successor in interest, representative, servant, lessee, licensee, employee and/or co-
 18 conspirator of each of the other Defendants, and were at all times mentioned herein acting within
 19 the course and scope of said agency and employment, and that all acts or omissions alleged herein
 20 were duly committed with the ratification, knowledge, permission, encouragement, authorization,
 21 and/or consent of Defendants, and each of them, and each Defendant authorized, condoned and/or
 22 ratified the conduct of all other Defendants, and were at all times mentioned herein acting within
 23 the course and scope of said agency and employment, joint venture, authority, authorization, and/or
 24 ratification. Each of the members of the joint venture and the joint venture itself, are responsible
 25 for the wrongful conduct of a member acting in furtherance of the venture.
 26
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SHORT TITLE:

CASE NUMBER:

Alvin Chen, et al. v. United Parcel Service, Inc., et al.

THIRD CAUSE OF ACTION

Loss of Consortium

Plaintiff KRYSTAL YEUNG complains of Defendants, and each of them, and for cause of action alleges:

1. Plaintiff refers to all of the allegations contained in the First and Second Causes of Action, and by such reference incorporates the same herein as though fully realleged and set forth herein in detail.
2. That at all times herein mentioned, Plaintiff KRYSTAL YEUNG was and is the wife of Plaintiff ALVIN CHEN.
3. That as a direct and legal result of the negligence and carelessness of Defendants, and each of them, Plaintiff KRYSTAL YEUNG has been deprived of the consortium, conjugal society, comfort, affection, companionship, moral and emotional support, physical assistance and enjoyment of sexual relations of her husband, ALVIN CHEN, and continues to be deprived thereof for an indefinite time in the future, all to her general damages in an amount in excess of the jurisdictional minimum of this Court.

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
J. Kevin Morrison, Esq. (SBN# 160531)
Joshua D. White (SBN # 246164)
Jones Clifford, LLP
1390 Market Street, Suite 1200, San Francisco, CA 94102
TELEPHONE NO.: (415) 431-5310 FAX NO.: (415) 431-2266

FOR COURT USE ONLY

FILED
San Francisco County Superior Court

SEP 12 2017

CLERK OF THE COURT

BY:  Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
STREET ADDRESS: 400 McAllister Street
MAILING ADDRESS: 400 McAllister Street
CITY AND ZIP CODE: San Francisco 94102
BRANCH NAME: Civic Center Courthouse

CASE NAME:
Alvin Chen, et al. v. United Parcel Service, Inc., et al.

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:
CGC-17-561245
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)	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)	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)
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 checked="" type="checkbox"/> Other PI/PD/WD (23)	Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)
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)	Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	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)	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 checked="" 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 checked="" 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): THREE (3)
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: September 12, 2017
J. Kevin Morrison, 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 "collection's 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