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County of Los Angeles

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10 ARTHUR PUTT and JANET PUTT,

) Case No. 18STCV06912

11 Plaintiffs,

12 vs.

13 CBS CORPORATION, *f/k/a* VIACOM  
14 INC., *successor by merger with* CBS  
15 CORPORATION, *f/k/a* WESTINGHOUSE  
16 ELECTRIC CORPORATION;

) THIS ACTION CONSTITUTES COMPLEX  
) ASBESTOS LITIGATION – SUBJECT TO THE  
) GENERAL ORDERS CONTAINED IN FILE NO.  
) C 700000 – DEPT. 59

17 CERTAIN-TEED CORPORATION;  
18 CROWN CORK & SEAL COMPANY,  
19 INC., *individually and as successor-in-*  
20 *Interest to* MUNDET CORK

) COMPLAINT FOR PERSONAL  
) INJURY-ASBESTOS

BY FAX

21 CORPORATION;  
22 FORD MOTOR COMPANY;  
23 FOREST RIVER, INC.;  
24 FOSTER WHEELER ENERGY  
25 CORPORATION;

26 GENERAL ELECTRIC COMPANY;  
27 GENUINE PARTS COMPANY;  
28 INDUSTRIAL HOLDINGS  
CORPORATION *f/k/a* THE

CARBORUNDUM COMPANY;  
INGERSOLL-RAND COMPANY;  
JOHN CRANE INC.;  
KELLY MOORE PAINT COMPANY

INC.;  
THE PEP BOYS MANNY, MOE & JACK  
OF CALIFORNIA;  
PNEUMO ABEX LLC;



1           4.       At all times herein mentioned, each of the Defendants was the agent, servant,  
2 employee and/or joint venture of his co-Defendants, and each of them, and at all said times each  
3 Defendant was acting in the full course and scope of said agency, service, employment and/or  
4 joint venture. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
5 mentioned, all Defendants and DOES 1 through 850, inclusive, were and are corporations,  
6 partnerships, unincorporated associations, sole proprietorships and/or other business entities  
7 organized and existing under and by virtue of the laws of the State of California, or the laws of  
8 some other state or foreign jurisdiction, and that said defendants, and each of them, were and are  
9 authorized to do and are doing business in the State of California, and that said defendants have  
10 regularly conducted business in the County of Los Angeles, State of California. Defendants and  
11 each of them purposefully availed themselves of the privilege of conducting business in the State of  
12 California and invoked the rights and protections of California law: by delivering into California  
13 asbestos-containing materials, to which Plaintiff was exposed in California; by performing work  
14 within the State of California which caused Plaintiff to be exposed to asbestos-containing materials;  
15 and/or by placing into the stream of commerce asbestos-containing materials, to which Plaintiff was  
16 exposed in California, with notice, awareness and/or knowledge that said materials would be sold,  
17 distributed and delivered into California. Said asbestos-containing materials were part of a regular  
18 and substantial flow of goods into California through established channels in the stream of  
19 commerce and were not isolated, random or fortuitous sales. Defendants and each of them further  
20 availed themselves of the privilege of conducting business in the State of California and invoked the  
21 rights and protections of California law, at the time of Plaintiff's exposures, by advertising,  
22 soliciting business, and engaging in other activities in or directed to California with the purpose of  
23 serving markets in California.  
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25           5.       At all times herein mentioned, each of the named Defendants and DOES 1 through  
26 850 Inclusive, was the successor, successor in business, successor in product line or a portion  
27 thereof, parent, subsidiary, wholly or partially owned by, or the whole or partial owner of or  
28 member in an entity researching, studying, manufacturing, fabricating, designing, modifying,

1 labeling, assembling, distributing, leasing, buying, offering for sale, supplying, selling,  
2 inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-  
3 branding, manufacturing for others, packaging and advertising a certain substance, the generic  
4 name of which is asbestos, and other products and equipment containing said substance. Said  
5 entities shall hereinafter collectively be called "alternate entities." Each of the herein named  
6 Defendants is liable for the tortious conduct of each successor, successor in business, successor  
7 in product line or a portion thereof, assign, predecessor in product line or a portion thereof,  
8 parent, subsidiary, whole or partial owner, or wholly or partially owned entity, or entity that it  
9 was a member of, or funded, that researched, repaired, marketing, warranted, re-branded,  
10 manufactured for others and advertised a certain substance, the generic name of which is  
11 asbestos, and other products and equipment containing said asbestos. The following Defendants,  
12 and each of them, are liable for the acts of each and every "alternate entity", and each of them, in  
13 that there has been a virtual destruction of Plaintiffs' remedy against each such "alternate entity";  
14 Defendants, and each of them, have acquired the assets, product line, or a portion thereof, of  
15 each such "alternate entity"; Defendants, and each of them, have caused the destruction of  
16 Plaintiffs' remedy against each such "alternate entity"; each such Defendant has the ability to  
17 assume the risk-spreading role of each such "alternate entity"; and that each such Defendant  
18 enjoys the goodwill originally attached to each such "alternate entity."  
19

20 **DEFENDANT**

**ALTERNATE ENTITY**

21 CBS CORPORATION

22 WESTINGHOUSE ELECTRIC  
CORPORATION  
23 BF STURTEVANT  
VIACOM INTERNATIONAL, INC.  
24 VIACOM PLUS  
CBS CORPORATION  
25 CBS BROADCASTING INC. (fka CBS  
INC.)  
26 MARKETWATCH.COM  
27 SPORTSLINE.COM  
WESTWOOD ONE, INC.  
28 VIACOM, INC.



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**DEFENDANT**

**ALTERNATE ENTITY**

CERTAINTEED CORPORATION

KEASBY & MATTISON  
GUSTIN BACON MANUFACTURING  
CO.

CROWN CORK & SEAL COMPANY,  
INC.

CROWN, CORK & SEAL USA, INC.  
CROWN HOLDINGS, INC.  
MUNDET CORK CORPORATION

FORD MOTOR COMPANY

FORD MOTOR CREDIT COMPANY  
FORD MOTOR DEALERSHIP  
FACILITIES COMPANY  
FORD MOTOR LAND DEVELOPMENT  
CORPORATION  
FORD MOTOR LAND SERVICES  
CORPORATION  
FORD MOTOR SERVICE COMPANY  
FORD MOTOR VEHICLE ASSURANCE  
COMPANY

FOREST RIVER, INC.

COACHMEN RV

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**DEFENDANT**

**ALTERNATE ENTITY**

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FOSTER WHEELER ENERGY CORPORATION

FOSTER WHEELER CONTRACTORS INC.  
FOSTER WHEELER CORPORATION  
FOSTER WHEELER DEVELOPMENT CORP.  
FOSTER WHEELER ENERGY RESOURCES INC.  
FOSTER WHEELER ENERGY SERVICES INC.  
FOSTER WHEELER ENVIRESPONSE INC.  
FOSTER WHEELER ENVIRONMENTAL CORPORATION  
FOSTER WHEELER POWER GROUP INC.  
FOSTER WHEELER POWER SYSTEMS INC.  
FOSTER WHEELER PYRO POWER INC.  
FOSTER WHEELER REALTYSERVICES INC.  
FOSTER WHEELER USA CORP.  
FOSTER WHEELER LLC

GENERAL ELECTRIC COMPANY

GENERAL ELECTRIC BROADCASTING COMPANY INC.  
GENERAL ELECTRIC CAPITAL ASSURANCE COMPANY  
GENERAL ELECTRIC PROFESSIONAL SERVICES COMPANY  
GENERAL ELECTRIC TRADING COMPANY  
MATTERN X-RAY  
HOTPOINT ELECTRIC APPLIANCE COMPANY LIMITED  
TRUMBULL ELECTRIC MANUFACTURING COMPANY  
GE INDUSTRIAL SYTEMS  
CURTIS TURBINES  
PARSONS TURBINES  
GENERAL ELECTRIC JET ENGINES  
SMITH'S AEROSPACE LLC

**DEFENDANT**

**ALTERNATE ENTITY**

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GENUINE PARTS COMPANY

NAPA

INGERSOLL-RAND COMPANY

INGERSOLL-RAND ABG  
DRESSER-RAND  
POWERWORKS  
THERMOKING  
TERRY STEAM TURBINE COMPANY  
WHITON MACHINE COMPANY  
THERMO KING CORPORATION

JOHN CRANE INC.

CRANE PACKING COMPANY  
TI GROUP PLC  
SMITHS GROUP PLC

PNEUMO ABEX LLC

ABEX CORPORATION, f/k/a PNEUMO  
ABEX CORPORATION

SOCO WEST, INC.

BRENNTAG WEST, INC.  
SOCO-LYNCH CORPORATION  
SOCO-WESTERN CHEMICAL  
CORPORATION  
STINNES-WESTERN CHEMICAL  
CORPORATION

UNION CARBIDE CORPORATION

THE DOW CHEMICAL COMPANY  
UNION CARBIDE CHEMICALS AND  
PLASTICS COMPANY, INC.  
UNION CARBIDE AND CARBON  
CORPORATION  
LINDE AIR PRODUCTS COMPANY  
NATIONAL CARBON CO. INC.  
PREST-O-LITE CO. INC.  
UNION CARBIDE COMPANY  
CARBIDE AND CARBON CHEMICALS  
CORPORATION  
BAKELITE CORPORATION  
UNION CARBIDE CONSUMER  
PRODUCTS CO.  
UNION CARBIDE MINING AND  
METALS DIVISION  
UNION CARBIDE ELECTRONICS  
DIVISION





1 packaged, and advertised a certain substance, the generic name of which is asbestos, and other  
2 products, materials and equipment containing said substance designed to utilize asbestos-  
3 containing replacement components, in that said substance proximately caused personal injuries  
4 to users, consumers, workers, bystanders, and others, including the Plaintiff herein (hereinafter  
5 collectively called “exposed persons”), while being used in a manner that was reasonably  
6 foreseeable, thereby rendering said substance unsafe and dangerous for use by and around the  
7 “exposed persons.”

8 9. Defendants, their “alternate entities”, and each of them, had a duty to exercise due  
9 care in the pursuance of the activities mentioned above and Defendants, their “alternate entities”,  
10 and each of them, breached said duty of due care.

11 10. Defendants, their “alternate entities”, and each of them, knew, or should have  
12 known, that the aforementioned asbestos and products, materials, components and equipment  
13 containing asbestos would be transported by truck, rail, ship and other common carriers, and that  
14 in the shipping process the products would break, crumble or be otherwise damaged; and/or that  
15 such products, materials, components and equipment would be used for various applications,  
16 including, but not limited to insulation, construction, plastering, fireproofing, soundproofing,  
17 automotive and/or aircraft; and further that in the course of said applications the same would be  
18 subject to various manipulation including, but not limited to, sawing, chipping, cutting,  
19 hammering, scraping, sanding, abrasion, breaking, removal and tear-out, resulting in the release  
20 of respirable airborne asbestos fibers, and that through such foreseeable use and/or handling  
21 “exposed persons”, including Plaintiff herein, would use or be in proximity of and exposed to  
22 said asbestos fibers.

23 11. Defendants, their “alternate entities”, and each of them, knew, or should have  
24 known, that the herein listed asbestos and asbestos-containing products, materials, components  
25 and equipment would be used and/or manipulated as described above, resulting in the release of  
26 airborne asbestos fibers, and that through such foreseeable use and/or manipulation “exposed  
27 persons”, including Plaintiff herein, would be in proximity to and exposed to said asbestos fibers.  
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1           12. Plaintiff ARTHUR PUTT, has used, handled, or has been otherwise exposed to  
2 asbestos and asbestos-containing products, materials, components, and equipment referred to  
3 herein in a manner that was reasonably foreseeable, as set forth in Exhibit "A", which is attached  
4 hereto and incorporated by reference herein. Plaintiff ARTHUR PUTT's exposure to asbestos  
5 and asbestos-containing products, materials, components and equipment occurred at various  
6 locations as set forth in Exhibit "A", which is attached hereto and incorporated by reference  
7 herein.

8           13. As a direct and proximate result of the acts and omissions of the Defendants, their  
9 "alternate entities", and each of them, as aforesaid, Plaintiff ARTHUR PUTT's exposure to  
10 asbestos and asbestos-containing products caused severe and permanent injury to the Plaintiff,  
11 the nature of which, along with the date of Plaintiff ARTHUR PUTT's diagnosis, are set forth in  
12 Exhibit "B", which is attached hereto and incorporated by reference herein.

13           14. As a direct and proximate result of the aforesaid acts and omissions of  
14 Defendants, their "alternate entities", and each of them, Plaintiff ARTHUR PUTT, has suffered,  
15 and continues to suffer, permanent injuries and/or future increased risk of injuries to his person,  
16 body and health, including, but not limited to, lung damage and cancer, and the physical pain,  
17 mental and emotional distress, disfigurement and impairment attendant thereto, from the effect of  
18 exposure to asbestos fibers, all to his general damage in a sum in excess of the jurisdictional limit  
19 of a limited civil case.

20           15. As a direct and proximate result of the aforesaid acts and omissions of the  
21 Defendants, their "alternate entities", and each of them, Plaintiff ARTHUR PUTT, has incurred,  
22 is presently incurring, and will incur in the future, liability for physicians, surgeons, nurses,  
23 hospital care, medicine, hospice care, X-rays and other medical treatment, the true and exact  
24 amount thereof being unknown to Plaintiffs at this time, and Plaintiff prays leave to amend this  
25 complaint accordingly when the true and exact cost thereof is ascertained.

26           16. Furthermore, Defendants, their "alternate entities," and each of them, continued to  
27 market and sell their asbestos and asbestos-containing products, when and after they knew such  
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1 products were probably dangerous and posed a serious risk of harm to consumers and members  
2 of the public, including Plaintiff ARTHUR PUTT, and others similarly situated. Such conduct  
3 was undertaken in conscious disregard and indifference to the health, rights, and safety of  
4 Plaintiff and others similarly situated.

5 17. In researching, manufacturing, fabricating, designing, modifying, testing or  
6 failing to test, warning or failing to warn, failing to abate, failing to provide adequate use  
7 instructions, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing,  
8 buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for  
9 installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging  
10 and advertising asbestos and asbestos-containing products, Defendants, their “alternate entities,”  
11 and each of them, had prior actual or constructive knowledge that there was a substantial risk of  
12 injury or death resulting from exposure to asbestos or asbestos-containing products, including,  
13 but not limited to, asbestosis, other lung damage, and/or cancer. Said knowledge was obtained, in  
14 part, from scientific studies performed by, at the request of, or with the assistance of, Defendants,  
15 their “alternate entities,” and each of them, and in part by scientific studies published in literature  
16 that was in Defendants’ possession and/or readily available to Defendants, and which  
17 knowledge, actual or constructive, was obtained by Defendants, their “alternate entities,” and  
18 each of them on or before 1930, and thereafter.

19 18. The above-referenced conduct of Defendants, their “alternate entities,” and each  
20 of them, was motivated by their financial interest in the continuing, uninterrupted research,  
21 design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution,  
22 lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation,  
23 repair, marketing, warranting, rebranding, manufacturing for others, packaging and/or  
24 advertising of asbestos and asbestos-containing products. In pursuance of said financial  
25 motivation, Defendants, their “alternate entities,” and each of them, consciously disregarded the  
26 safety of Plaintiff and others similarly situated. Plaintiffs, for the sake of example and by way of  
27 punishing said defendants, seek punitive damages according to proof.  
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1 including Plaintiff ARTHUR PUTT, herein, while being used in a reasonably foreseeable  
2 manner, thereby rendering the same defective, unsafe, and dangerous for use.

3 23. “Exposed persons” including Plaintiff ARTHUR PUTT, herein, did not know of  
4 the substantial danger of using said products, materials, components, and equipment. Said  
5 dangers were not readily recognizable by “exposed persons.” Said Defendants, their “alternate  
6 entities”, and each of them, further failed to adequately warn of the risks to which Plaintiff  
7 ARTHUR PUTT, and others similarly situated, were exposed.

8 24. The above-referenced asbestos and asbestos-containing products were defective  
9 and unsafe for their intended purpose in that they released asbestos fibers and asbestos-  
10 containing dust when used in an intended or reasonably foreseeable manner, and as set forth  
11 above, the inhalation of asbestos fibers and asbestos-containing dust causes serious disease  
12 and/or death. In their release of respirable asbestos fibers into the air during foreseeable use or  
13 manipulation of these products, the products failed to perform as safely as an ordinary consumer  
14 would have expected them to perform.

15 25. The products that caused personal injuries to “exposed persons,” including  
16 plaintiff, while being used in a reasonably foreseeable manner, also were defective in that the  
17 gravity of the potential harm resulting from the use of Defendants’ products as described above,  
18 and the likelihood that serious disease and/or death would occur, outweighed the cost of feasible  
19 alternative designs, including providing adequate warnings of such potential harm and/or  
20 providing adequate use instructions that eliminated the health risks inherent in the foreseeable  
21 uses of the products.

22 26. Defendants, their “alternate entities”, and each of them, placed these products into  
23 the stream of commerce with the intent that they reach the ultimate consumer in the same or  
24 substantially the same condition as when they left the Defendants’ possession; and these  
25 products did reach the Plaintiff and other “exposed persons” in the same or substantially the  
26 same condition as when they left the Defendants’ possession.  
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1           27.     As a direct and proximate result of the foregoing defects and failure to warn,  
2 Plaintiff ARTHUR PUTT, has suffered the injuries and damages alleged herein.

3           28.     In researching, manufacturing, fabricating, designing, modifying, testing or  
4 failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing,  
5 assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting,  
6 servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding,  
7 manufacturing for others, packaging and advertising asbestos and asbestos-containing products,  
8 Defendants, their “alternate entities,” and each of them, had prior knowledge that there was a  
9 substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing  
10 products, including, but not limited to, asbestosis, other lung damages and cancer. Said  
11 knowledge was obtained, in part, from scientific studies performed by, at the request of, or with  
12 the assistance of, said defendants, their “alternate entities,” and each of them, and in part by  
13 scientific studies published in literature that was in defendants’ possession and/or readily  
14 available to defendants, and which knowledge was obtained by said defendants, their “alternate  
15 entities,” and each of them on or before 1930, and thereafter.

16           29.     On or before 1930, and thereafter, said defendants, their “alternate entities” and  
17 each of them, were aware that members of the general public and other “exposed persons” who  
18 would come in contact with their asbestos and asbestos-containing products had no knowledge or  
19 information indicating that asbestos or asbestos-containing products could cause injury, and said  
20 defendants, their “alternate entities,” and each of them, knew that members of the general public  
21 and other “exposed persons” who came in contact with asbestos and asbestos-containing  
22 products would assume, and in fact did assume, that exposure to asbestos and asbestos-  
23 containing products was safe, when in fact said exposure was extremely hazardous to health and  
24 human life.

25           30.     With said knowledge, said defendants, their “alternate entities”, and each of them,  
26 opted to research, manufacture, fabricate, design, modify, label, assemble, distribute, lease, buy,  
27 offer for sale, supply, sell, inspect, service, install, contract for installation, repair, market,  
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1 warrant, rebrand, manufacture for others, package and advertise said asbestos and asbestos-  
2 containing products without attempting to protect “exposed persons” from, or warn “exposed  
3 persons” of, the high risk of injury or death resulting from exposure to asbestos and asbestos-  
4 containing products. Rather than attempting to protect “exposed persons” from, or warn  
5 “exposed persons” of, the high risk of injury or death resulting from exposure to asbestos and  
6 asbestos-containing products, defendants, their “alternate entities,” and each of them,  
7 intentionally failed to reveal their knowledge of said risk, and consciously and actively concealed  
8 and suppressed said knowledge from “exposed persons” and members of the general public, thus  
9 impliedly representing to “exposed persons” and members of the general public that asbestos and  
10 asbestos-containing products were safe for all reasonably foreseeable uses. Defendants, their  
11 “alternate entities,” and each of them, engaged in their conduct and made these implied  
12 representations with the knowledge of the falsity of said implied representations.

13           31.     The above-referenced conduct of said defendants, their “alternate entities,” and  
14 each of them, was motivated by the financial interest of said defendants, their “alternate entities,”  
15 and each of them, in the continuing, uninterrupted research, design, modification, manufacture,  
16 fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply,  
17 sale, inspection, installation, contracting for installation, repair, marketing, warranting,  
18 rebranding, manufacturing for others, packaging and advertising of asbestos and asbestos-  
19 containing products. In pursuance of said financial motivation, said defendants, their “alternate  
20 entities,” and each of them, continued to market and sell products which they knew were  
21 dangerous to plaintiff and to the public, without adequate warnings or proper use instructions, in  
22 conscious disregard for the safety of “exposed persons.” Defendants were willing and intended  
23 to permit asbestos and asbestos-containing products to cause injury to “exposed persons” and  
24 induced persons to work with and be exposed thereto, including plaintiff.

25           32.     Defendants, their “alternate entities,” and each of them, are liable for their own  
26 fraudulent, oppressive, and malicious acts and the fraudulent, oppressive, and malicious acts of  
27 their “alternate entities,” and each of them. Defendant’s officers, directors and managing agents  
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1 participated in, authorized, expressly and impliedly ratified, and had full knowledge of, or should  
2 have known of, the acts described herein.

3 33. The herein-described conduct of said defendants, their “alternate entities,” and  
4 each of them, was and is willful, malicious, fraudulent, outrageous and in conscious disregard  
5 and indifference to the safety and health of “exposed persons”. Plaintiff, for the sake of example  
6 and by way of punishing said defendants, seeks punitive damages according to proof.

7 WHEREFORE, Plaintiff prays for judgment against Defendants, and their “alternate  
8 entities”, and each of them, as hereinafter set forth.

9  
10 **THIRD CAUSE OF ACTION**

11 **[False Representation Under Restatement of Torts Section 402-B]**

12 **AND FOR A FURTHER, THIRD, SEPARATE AND DISTINCT CAUSE OF**  
13 **ACTION FOR FALSE REPRESENTATION UNDER RESTATEMENT OF TORTS**  
14 **SECTION 402-B, PLAINTIFF COMPLAINS OF ALL DEFENDANTS, DOES 1-800**  
15 **INLCUSIVE, THEIR “ALTERNATE ENTITIES”, AND EACH OF THEM, AND**  
16 **ALLEGES AS FOLLOWS:**

17 34. Plaintiffs hereby incorporate by reference, as though fully set forth herein, each  
18 and every allegation contained in the General Allegations, First Cause of Action (Negligence),  
19 and Second Cause of Action (Strict Liability).

20 35. At the aforementioned time when defendants, their “alternate entities,”  
21 and each of them, researched, manufactured, fabricated, designed, modified, tested or failed to  
22 test, inadequately warned or failed to warn, failed to provide adequate use instructions for  
23 eliminating the health risks inherent in the use of the products , labeled, assembled, distributed,  
24 leased, bought, offered for sale, supplied, sold, inspected, serviced, installed, contracted for  
25 installation, repaired, marketed, warranted, rebranded, manufactured for others, packaged and  
26 advertised the said asbestos and asbestos-containing products, as herein above set forth, the  
27 defendants, their “alternate entities,” and each of them, expressly and impliedly represented to  
28 members of the general public, including the purchasers and users of said product, and other



1 “exposed persons,” including the Plaintiff ARTHUR PUTT, herein and his employers, that  
2 asbestos and asbestos-containing products, were of merchantable quality, and safe for the use for  
3 which they were intended.

4 36. In their selection, purchase and use of asbestos and asbestos-containing products,  
5 the purchasers and users of said asbestos and asbestos-containing products, and other “exposed  
6 persons,” including the Plaintiff ARTHUR PUTT, and Plaintiff ARTHUR PUTT’s employers,  
7 relied upon said representations of defendants, their “alternate entities,” and each of them, and  
8 relied on defendants’ lack of warnings and implied warranties of fitness of the defendants’  
9 products.

10 37. Said representations by defendants, their “alternate entities,” and each of  
11 them, were false and untrue, and defendants knew at the time they were untrue, in that the  
12 asbestos and asbestos-containing products, were not safe for their intended use, nor were they of  
13 merchantable quality as represented by defendants, their “alternate entities,” and each of them, in  
14 that asbestos and asbestos-containing products have very dangerous properties and defects  
15 whereby said products cause asbestosis, other lung damages and cancer, and have other defects  
16 that cause injury and damage to the users of said products and other “exposed persons,” thereby  
17 threatening the health and life of said persons including Plaintiff ARTHUR PUTT, herein.

18 38. As a direct and proximate result of said false representations by  
19 Defendants, their “alternate entities,” and each of them, Plaintiff ARTHUR PUTT, sustained the  
20 injuries and Plaintiffs sustained damages herein above set forth.

21 39. Defendant's officers, directors and managing agents participated in, authorized,  
22 expressly and impliedly ratified, and had full knowledge of, or should have known of, the acts of  
23 each of their “alternate entities” as set forth herein.

24 40. The herein-described conduct of said defendants, their “alternate entities,” and each  
25 of them, was and is malicious, fraudulent, outrageous and in conscious disregard and  
26 indifference to the safety and health of “exposed persons.” Plaintiffs, for the sake of example and  
27 by way of punishing said defendants, seek punitive damages according to proof.  
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1 rights of the Plaintiff ARTHUR PUTT, as provided for in the aforementioned Civil Code  
2 sections.

3 43. Since on or before 1930, the defendants, their “alternate entities,” and each  
4 of them, have known and have possessed the true facts of medical and scientific data and other  
5 knowledge which clearly indicated that the asbestos and asbestos-containing products referred to  
6 in Plaintiff’s First Cause of Action were and are hazardous to the health and safety of Plaintiff  
7 ARTHUR PUTT, and others in Plaintiff ARTHUR PUTT’s position, working in close proximity  
8 with such materials. The defendants, their “alternate entities,” and each of them, have known of  
9 the dangerous propensities of other of the aforementioned materials and products since before  
10 that time. With intent to deceive Plaintiff ARTHUR PUTT, and others in Plaintiff ARTHUR  
11 PUTT’s position, and with intent that he and such others should be and remain ignorant of such  
12 facts with intent to induce Plaintiff ARTHUR PUTT, and such others to alter his and their  
13 positions to his and their injury and/or risk and in order to gain advantages, the following acts  
14 occurred:

15 44. Defendants, their “alternate entities,” and each of them, did not label any of  
16 the aforementioned asbestos-containing materials and products regarding the hazards of such  
17 materials and products to the health and safety of Plaintiff ARTHUR PUTT, and others in  
18 Plaintiff ARTHUR PUTT’s position, working in close proximity with such materials as set forth  
19 in the Exhibit “A” hereto when certain of such materials were labeled by some, but not all, of  
20 defendants, their “alternate entities,” and each of them, herein when the knowledge of such  
21 hazards was existing and known to defendants, their “alternate entities,” and each of them, since  
22 1924. By not labeling such materials as to their said hazards, defendants, their “alternate  
23 entities,” and each of them, caused to be suggested as a fact to Plaintiff ARTHUR PUTT, that it  
24 was safe for Plaintiff ARTHUR PUTT, to work in close proximity to such materials when in fact  
25 it was not true and defendants, their "alternate entities," and each of them, did not believe it to be  
26 true;  
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1           45. Defendants, their “alternate entities,” and each of them, suppressed  
2 information relating to the danger of use of the aforementioned materials by requesting the  
3 suppression of information to the Plaintiff ARTHUR PUTT, and the general public concerning  
4 the dangerous nature of the aforementioned materials to workers, by not allowing such  
5 information to be disseminated in a manner which would have given general notice to the public  
6 and knowledge of the hazardous nature thereof when defendant, their “alternate entities,” and  
7 each of them, were bound to disclose such information;

8           46. Defendants, their “alternate entities,” and each of them, sold the  
9 aforementioned products and materials to Plaintiff ARTHUR PUTT's employer and others  
10 without advising Plaintiff ARTHUR PUTT, and others of the dangers of use of such materials to  
11 persons working in close proximity thereto when defendants, their “alternate entities,” and each  
12 of them, knew of such dangers, and had a duty to disclose such dangers all as set forth herein. By  
13 said conduct, defendants, their “alternate entities,” and each of them, caused to be positively  
14 asserted to Plaintiff ARTHUR PUTT, that which was not true and that which defendants, their  
15 “alternate entities,” and each of them, had no reasonable ground for believing to be true, to wit,  
16 that it was safe for Plaintiff ARTHUR PUTT, to work in close proximity to such materials;

17           47. Defendants, their “alternate entities,” and each of them, suppressed from  
18 Plaintiff ARTHUR PUTT, medical and scientific data and knowledge of the results of studies  
19 including, but not limited to, the information and knowledge of the contents of the Lanza report.  
20 Although bound to disclose it, defendants, their “alternate entities,” and each of them influenced  
21 A. J. Lanza to change his report, the altered version of which was published in Public Health  
22 Reports, Volume 50 at page 1 in 1935, thereby causing Plaintiff ARTHUR PUTT, and others to  
23 be and remain ignorant thereof. Defendants, their “alternate entities,” and each of them, caused  
24 Asbestos Magazine, a widely disseminated trade journal, to omit mention of danger, thereby  
25 lessening the probability of notice of danger to the users thereof;

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1           48. Defendants, their “alternate entities,” and each of them, belonged to,  
2 participated in, and financially supported the Asbestos Textile Institute and other industry  
3 organizations which, for and on behalf of defendants, their “alternate entities,” and each of them,  
4 actively promoted the suppression of information of danger to users of the aforementioned  
5 products and materials, thereby misleading Plaintiff ARTHUR PUTT, by the suggestions and  
6 deceptions set forth above in this cause of action. The Dust Control Committee, which changed  
7 its name to the Air Hygiene Committee, of the Asbestos Textile Institute was specifically  
8 enlisted to study the subject of dust control. Discussions in this committee were held many times  
9 regarding the dangers inherent in asbestos and the dangers which arise from the lack of control of  
10 dust, and such information was suppressed from public dissemination from 1946 to a date  
11 unknown to Plaintiffs at this time;

12           49. Commencing in 1930 with the study of mine and mill workers at Asbestos  
13 and Thetford mines in Quebec, Canada, and the study of workers at Raybestos-Manhattan plants  
14 in Manheim and Charleston, South Carolina, defendants, their “alternate entities,” and each of  
15 them, knew and possessed medical and scientific information of the connection between  
16 inhalation of asbestos fibers and asbestosis, which information was disseminated through the  
17 Asbestos Textile Institute and other industry organizations to all other defendants, their  
18 “alternate entities,” and each of them, herein. Between 1942 and 1950, the defendants, their  
19 “alternate entities,” and each of them, acquired medical and scientific information of the  
20 connection between inhalation of asbestos fibers and cancer, which information was  
21 disseminated through the Asbestos Textile Institute and other industry organizations to defendant  
22 herein. Thereby, defendants, their “alternate entities,” and each of them, suggested to the public  
23 as a fact that which is not true and disseminated other facts likely to mislead Plaintiff ARTHUR  
24 PUTT Such facts did mislead Plaintiff ARTHUR PUTT, and others by withholding the afore-  
25 described medical and scientific data and other knowledge and by not giving Plaintiff ARTHUR  
26 PUTT, the true facts concerning such knowledge of danger, which defendants, their “alternate  
27 entities,” and each of them, were bound to disclose;  
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1           50. Defendants, their “alternate entities,” and each of them, failed to warn  
2 Plaintiff ARTHUR PUTT, and others of the nature of said materials which were dangerous when  
3 breathed and which could cause pathological effects without noticeable trauma, despite the fact  
4 that defendants, their “alternate entities,” and each of them, possessed knowledge and were under  
5 a duty to disclose that said materials were dangerous and a threat to the health of persons coming  
6 into contact therewith;

7           51. Defendants, their “alternate entities,” and each of them, failed to provide  
8 Plaintiff ARTHUR PUTT, with information concerning adequate protective masks and other  
9 equipment devised to be used when applying and installing the products of the defendants, and  
10 each of them, despite knowing that such protective measures were necessary, and that they were  
11 under a duty to disclose that such materials were dangerous and would result in injury to the  
12 Plaintiff ARTHUR PUTT, and others applying and installing such material;

13           52. Defendants, their “alternate entities,” and each of them, when under a duty  
14 to so disclose, concealed from Plaintiff ARTHUR PUTT, the true nature of the industrial  
15 exposure of Plaintiff ARTHUR PUTT, and knew that Plaintiff ARTHUR PUTT, and anyone  
16 similarly situated, upon inhalation of asbestos would, in time, develop irreversible conditions of  
17 pneumoconiosis, asbestosis and/or cancer. Defendants, their “alternate entities,” and each of  
18 them, also concealed from Plaintiff ARTHUR PUTT, and others that harmful materials to which  
19 they were exposed would cause pathological effects without noticeable trauma;

20           53. Defendants, their “alternate entities,” and each of them, failed to provide  
21 information of the true nature of the hazards of asbestos materials and that exposure to these  
22 materials would cause pathological effects without noticeable trauma to the public, including  
23 buyers, users, and physicians employed by Plaintiff ARTHUR PUTT, and Plaintiff ARTHUR  
24 PUTT's employers so that said physicians could examine, diagnose and treat Plaintiff ARTHUR  
25 PUTT, and others who were exposed to asbestos, despite the fact that defendants, their “alternate  
26 entities,” and each of them, were under a duty to so inform and said failure was misleading; and  
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1           54. Defendants, their “alternate entities,” and each of them, failed to provide adequate  
2 information to physicians and surgeons retained by Plaintiff ARTHUR PUTT’s employers and  
3 their predecessor companies, for purposes of making physical examinations of Plaintiff  
4 ARTHUR PUTT, and other employees as to the true nature of the risk of such materials and  
5 exposure thereto when they in fact possessed such information and had a duty to disclose it.

6           55. Defendants, their “alternate entities,” and each of them, willfully failed and omitted  
7 to complete and file First Report of Occupational Injury of Illness regarding Plaintiff ARTHUR  
8 PUTT's injuries, as required by law, and did willfully fail and omit to file report of injury and  
9 occupational disease with the State of California. Plaintiff ARTHUR PUTT, was in the class of  
10 persons with respect to whom a duty was owed to file such reports and who would have been  
11 protected thereby if the fact of danger from products complained of had become known.

12           56. Defendants, their “alternate entities,” and each of them, having such  
13 aforementioned knowledge, and the duty to inform Plaintiff ARTHUR PUTT, about the  
14 true facts, and knowing the Plaintiff ARTHUR PUTT, did not possess such knowledge and  
15 would breathe such material innocently, acted falsely and fraudulently and with full intent to  
16 cause Plaintiff ARTHUR PUTT, to remain unaware of the true facts and to induce Plaintiff  
17 ARTHUR PUTT, to work in a dangerous environment, all in violation of Sections 1708, 1709,  
18 and 1710 of the Civil Code of the State of California.

19           57. Defendants, their “alternate entities,” and each of them, and their officers, directors  
20 and managing agents participated in, authorized, expressly and impliedly ratified, and had full  
21 knowledge of, or should have known of, each of the acts set forth herein.

22           58. Defendants, their “alternate entities,” and each of them, are liable for the  
23 fraudulent, oppressive, and malicious acts of their “alternate entities,” and each of them, and  
24 each defendant's officers, directors and managing agents participated in, authorized, expressly  
25 and impliedly ratified, and had full knowledge of, or should have known of, the acts of each of  
26 their “alternate entities” as set forth herein.  
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1 herein, and others, who were insured by MET LIFE. This exposure to said asbestos or asbestos-  
2 related products caused plaintiff's asbestos-related disease and the injuries that plaintiff seeks  
3 redress for herein.

4 65. MET LIFE aided and abetted defendants named herein and others in the suppression  
5 and misrepresentation of the hazards of exposure to asbestos.

6 66. As a direct and proximate result of said conduct, plaintiff remained  
7 ignorant and uninformed of the hazards of asbestos, failed to take precautions, and was thereby  
8 exposed to, inhaled, ingested or otherwise absorbed amounts of asbestos fibers sufficient to  
9 cause plaintiff to develop the asbestos disease specified herein. As a direct and proximate result  
10 of said disease, plaintiff has suffered disability, disfigurement, pain, suffering, mental anguish,  
11 lost wages, lost benefits, and has incurred medical costs related thereto.

12 67. MET LIFE knew that the conduct of its insured defendants named herein and others  
13 constituted a breach of its duties to its insureds' workers and end users of its insureds' products.  
14 MET LIFE gave substantial assistance to certain defendants named herein and others in  
15 committing batteries on said workers and end users, including plaintiff, through MET LIFE's  
16 conduct described above.

17 WHEREFORE, Plaintiff prays for judgment as is hereinafter set forth.

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**SIXTH CAUSE OF ACTION**

**(Loss of Consortium)**

**AND AS FOR A FURTHER, SIXTH SEPARATE, AND DISTINCT CAUSE OF ACTION FOR LOSS OF CONSORTIUM, PLAINTIFF JANET PUTT COMPLAINS OF ALL DEFENDANTS, DOES 1-850 INCLUSIVE, THEIR “ALTERNATE ENTITIES”, AND EACH OF THEM, AND ALLEGES AS FOLLOWS:**

68. Plaintiff JANET PUTT incorporates by reference as if fully set forth herein, the General Allegations and each and every paragraph of the First through Fifth Causes of Action herein.

69. Plaintiffs ARTHUR PUTT and JANET PUTT were married on November 27, 1983, and at all times relevant to this action were, and are now, husband and wife.

70. Prior to Plaintiff ARTHUR PUTT’s injuries as alleged, he was able and did perform duties as a spouse. Subsequent to the injuries and as a proximate result thereof, Plaintiff ARTHUR PUTT, has been unable to perform the necessary duties as a spouse and the work and services usually performed in the care, maintenance, and management of the family home, and he will be unable to perform such work, service and duties in the future. As a proximate result thereof, Plaintiff JANET PUTT has been permanently deprived and will be deprived of the consortium of her spouse, including the performance of duties, all to his damage, in an amount presently unknown but which will be proved at the time of trial.

71. Plaintiff JANET PUTT’s discovery of this cause of her loss of consortium, as herein alleged, first occurred within one year of the date this Complaint was filed.

72. As a direct and proximate result of the acts of Defendants, their “alternate entities”, and each of them, and the severe injuries caused thereby to Plaintiff ARTHUR PUTT, as set forth in this complaint, Plaintiff JANET PUTT has suffered, and for a long period of time will continue to suffer, loss of consortium, including, but not limited, loss of services, marital relations, society, comfort, companionship, love and affection of said spouse, and has suffered severe mental and emotional distress and general nervousness as a result thereof.

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WHEREFORE, Plaintiff prays for judgment against Defendants, and their “alternate entities”, and each of them, as hereinafter set forth.

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**PRAYER**

WHEREFORE, Plaintiffs pray for judgment against Defendants, their “alternate entities”, and each of them, in an amount to be proved at trial in each individual case, as follows:

Plaintiff ARTHUR PUTT:

- 1. For Plaintiff’s general damages according to proof;
- 2. For Plaintiff’s medical and related expenses according to proof;
- 3. For Plaintiff’s loss of income, wages, benefits and earning potential according to proof.

Plaintiff JANET PUTT:

- 4. For Plaintiff’s damages for loss of consortium and/or society according to proof.

Plaintiffs ARTHUR PUTT and JANET PUTT:

- 5. For Plaintiffs’ cost of suit herein;
- 6. For exemplary or punitive damages according to proof; and,
- 7. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided in C.C.P. § 998, C.C.P. § 1032, and related provisions of law.

Dated: December 3, 2018

SIMMONS HANLY CONROY

By:   
 Crystal G. Foley  
 Attorneys for Plaintiffs

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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand trial by jury as to all issues so triable.

Dated: December 3, 2018

SIMMONS HANLY CONROY

By:   
Crystal G. Foley  
Attorneys for Plaintiffs



**EXHIBIT "A"**

1  
2 Plaintiff ARTHUR PUTT's exposure to asbestos and asbestos-containing products  
3 occurred at various locations within the States of California and Indiana, including, but not  
4 limited to:

<u>Employer</u>	<u>Location</u>	<u>Job Title</u>	<u>Dates of Exposure</u>
Mobil Oil Service Stations	Long Beach, CA; Monrovia, CA; La Puente, CA; and Hacienda Heights, CA	Mechanic/ Manager	Approx. 1966-1970
Standard Oil Service Stations	Fort Wayne, IN	Mechanic/ Manager	Approx. 1975-1976
Parkmaster RV Center	Fort Wayne, IN	Mechanic	Approx. 1976-1978

13 **NON-OCCUPATIONAL EXPOSURE**

14 Friction

15  
16 Between approximately 1962 and 1995, Plaintiff ARTHUR PUTT regularly performed  
17 automotive repairs on his vehicles as well as vehicles belonging to family, and friends, at his  
18 residences in Indiana and California. This work included but was not limited to brake and clutch  
19 replacements.  
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**EXHIBIT "B"**

1  
2 Plaintiff ARTHUR PUTT's exposure to asbestos and asbestos-containing products caused  
3 severe and permanent injury to Plaintiff including, but not limited to, breathing difficulties,  
4 asbestosis, malignant mesothelioma, lung and/or other cancer, and/or other lung damage.

5 Plaintiff ARTHUR PUTT was diagnosed with malignant mesothelioma on or about June  
6 6, 2018, and subsequently thereto, became aware that the same was wrongfully caused.  
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RECEIVED  
LOS ANGELES SUPERIOR COURT

DEC 03 2018

PRELIMINARY FACT SHEET  
(PERSONAL INJURY COMPLAINT)

S. DREW

BY FAX

I. BACKGROUND INFORMATION

Name: Arthur Putt

Address: 974 Kyker Ferry Road City: Kodak State: TN

Number of years at present address: 10 Number of years living in current state: 10

Date of Birth: February 12, 1939

Based on the current facts, do plaintiff(s) intend on filing a motion for preference?

Yes  No  Do Not Know

Have you received, or have you applied for, Medicare benefits or Social Security Disability benefits?

Yes  No

Have you ever resided in California?  Yes  No. If YES, provide cities in California where you resided and the dates you resided in each city.

City Monrovia, CA Dates Approx. 1966-1970 and 1974-1975

II. EXPOSURE

Date of First Claimed Asbestos Exposure: 1966 Date of Last Claimed Asbestos Exposure 1995

For each asbestos-containing product to which you claim you were exposed, please provide the following information (fill in the chart): See attachment.

Defendant	Product at Issue	Date(s) of Exposure	Employer	Location of Exposure	Type of Exposure (Direct Occupational, Para-Occupational or Non-Occupational)

Have you ever served in the military?  Yes  No

If yes:

- (a) Identify the branch of service: U.S. Army; and U.S. Air Force
- (b) Identify the dates of service: Approx. 1956-1960; and Approx. 1960-1962
- (c) Identify the rank and title: Plaintiffs' investigation and discovery are continuing.

**III. MEDICAL HISTORY**

1. Which of the following diseases have you been diagnosed with? Check all that apply:

- Mesothelioma (pleural)
- Mesothelioma (peritoneal)
- Lung Cancer – Squamous Cell/Adenocarcinoma/Small Cell/Other (circle one)
- Asbestosis
- Pleural Disease
- Other Specify: \_\_\_\_\_

2. Date of diagnosis and name of diagnosing doctor (per disease, if more than one): \_\_\_\_\_  
Approx. June 6, 2018; Laurentia Nodit, M.D. at University of Tennessee Medical Center

3. Does any pathology material exist for the individual claiming an asbestos-related injury?  
 Yes  No  
If YES, please identify what material exists and where it is presently located: \_\_\_\_\_  
Tissue at University of Tennessee Medical Center

4. Have you ever smoked?  Yes  No  
If YES, state years and quantity smoked: Approx. 1957-1971; 2 ppd



**Attachment to PFS for Arthur Putt**

**II. Exposure**

<b>Defendant</b>	<b>Product at Issue</b>	<b>Date(s) of Exposure</b>	<b>Employer</b>	<b>Location of Exposure</b>	<b>Type of Exposure (Direct Occupational, Para-Occupational or Non-Occupational)</b>
Ford Motor Company	Friction materials	Approx. 1966-70	Mobil Oil Service Stations	Long Beach, CA; Monrovia, CA; La Puente, CA; Hacienda Heights, CA	Direct Occupational
		Approx. 1975-76	Standard Oil Service Stations	Fort Wayne, IN	Direct Occupational
		Approx. 1976-78	Parkmaster RV Center	Fort Wayne, IN	Direct Occupational
		Approx. 1962-95	N/A	Plaintiff's residences in CA and IN	Non-Occupational
Forest River, Inc.	Friction materials	Approx. 1976-78	Parkmaster RV Center	Fort Wayne, IN	Direct Occupational
Genuine Parts Company	Friction materials	Approx. 1966-70	Mobil Oil Service Stations	Long Beach, CA; Monrovia, CA; La Puente, CA; Hacienda Heights, CA	Direct Occupational
		Approx. 1975-76	Standard Oil Service Stations	Fort Wayne, IN	Direct Occupational
		Approx. 1976-78	Parkmaster RV Center	Fort Wayne, IN	Direct Occupational
		Approx. 1962-95	N/A	Plaintiff's residences in CA and IN	Non-Occupational
The Pep Boys Manny, Moe & Jack of California	Friction materials	Approx. 1966-70	Mobil Oil Service Stations	Long Beach, CA; Monrovia, CA; La Puente, CA; Hacienda Heights, CA	Direct Occupational

<b>Defendant</b>	<b>Product at Issue</b>	<b>Date(s) of Exposure</b>	<b>Employer</b>	<b>Location of Exposure</b>	<b>Type of Exposure (Direct Occupational, Para-Occupational or Non-Occupational)</b>
Pneumo Abex LLC	Friction materials	Approx. 1966-70	Mobil Oil Service Stations	Long Beach, CA; Monrovia, CA; La Puente, CA; Hacienda Heights, CA	Direct Occupational
		Approx. 1975-76	Standard Oil Service Stations	Fort Wayne, IN	Direct Occupational
		Approx. 1976-78	Parkmaster RV Center	Fort Wayne, IN	Direct Occupational
		Approx. 1962-95	N/A	Plaintiff's residences in CA and IN	Non-Occupational

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Crystal G. Foley (SBN 224627)</b> <b>SIMMONS HANLY CONROY</b> 100 N. Pacific Coast Highway, Suite 1350 El Segundo, CA 90245 TELEPHONE NO.: 310-322-3555 FAX NO.: 310-322-3655 ATTORNEY FOR (Name): <b>Plaintiffs</b>		<b>FOR COURT USE ONLY</b>  <b>CONFORMED COPY ORIGINAL FILED</b> Superior Court of California County of Los Angeles  <b>DEC 03 2018</b>  Sherri R. Carter, Executive Officer/Clerk of Court By: Steven Drew, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>Los Angeles</b> STREET ADDRESS: <b>111 N. Hill Street</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>Los Angeles, CA 90012</b> BRANCH NAME: <b>Stanley Mosk</b>		CASE NUMBER: <div style="font-size: 2em; font-weight: bold; text-align: center;">18STCV06912</div> JUDGE: DEPT:
CASE NAME: <b>Arthur Putt and Janet Putt v. CBS Corporation, et al.</b>		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> 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:

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

a. <input checked="" type="checkbox"/> Large number of separately represented parties	d. <input checked="" type="checkbox"/> Large number of witnesses
b. <input checked="" 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 checked="" 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): **Six (6)**

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 3, 2018**  
**Crystal G. Foley (SBN 224627)**  
 (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 P/IPD/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 P/IPD/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 P/IPD/WD

#### Non-P/IPD/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-P/IPD/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: <b>Arthur Putt and Janet Putt v. CBS Corporation, et al.</b>	CASE NUMBER: <b>188T CV 06912</b>
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## CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

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

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

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

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

### Applicable Reasons for Choosing Court Filing Location (Column C)

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.</li> <li>2. Permissive filing in central district.</li> <li>3. Location where cause of action arose.</li> <li>4. Mandatory personal injury filing in North District.</li> <li>5. Location where performance required or defendant resides.</li> <li>6. Location of property or permanently garaged vehicle.</li> </ul> | <ul style="list-style-type: none"> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office.</li> <li>11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).</li> </ul> |
|--|---|

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
<b>Auto Tort</b>	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (48)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
<b>Other Personal Injury/ Property Damage/ Wrongful Death Tort</b>	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	1, 11
		<input checked="" type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
	Product Liability (24)	<input type="checkbox"/> A7280 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
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, 11 1, 4, 11 1, 4, 11 1, 4, 11	

SHORT TITLE: Arthur Putt and Janet Putt v. CBS Corporation, et al.

CASE NUMBER

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Non-Personal Injury/ Property Damage/ Wrongful Death Tort</b>	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 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	1, 2, 3
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3	
<b>Employment</b>	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10
<b>Contract</b>	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	5, 11
<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)		5, 6, 11	
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5	
	<input type="checkbox"/> A6031 Tortious interference	1, 2, 3, 5	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9	
<b>Real Property</b>	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
<input type="checkbox"/> A6032 Quiet Title		2, 6	
<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2, 6	
<b>Unlawful Detainer</b>	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE:

Arthur Putt and Janet Putt v. CBS Corporation, et al.

CASE NUMBER

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

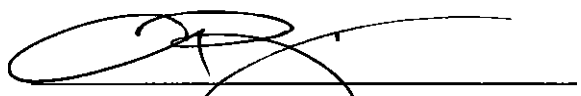
SHORT TITLE Arthur Putt and Janet Putt v. CBS Corporation, et al.	CASE NUMBER
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

<b>REASON:</b> <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input checked="" type="checkbox"/> 11.			<b>ADDRESS:</b> 818 W. Seventh Street
<b>CITY:</b> Los Angeles	<b>STATE:</b> CA	<b>ZIP CODE:</b> 90017	

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

Dated: December 3, 2018

  
 (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. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
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.

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b>	<small>Reserved for Clerk's File Stamp</small>
<small>COURTHOUSE ADDRESS:</small> Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	<b>FILED</b> Superior Court of California County of Los Angeles <b>12/03/2018</b> Sherri R. Carter, Executive Officer / Clerk of Court By: <u>Steve Drew</u> Deputy
<b>NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE</b>	
Your case is assigned for all purposes to the judicial officer indicated below.	<small>CASE NUMBER:</small> <b>18STCV06912</b>

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

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Brian S. Currey	15					

Given to the Plaintiff/Cross-Complainant/Attorney of Record Sherri R. Carter, Executive Officer / Clerk of Court  
on 12/03/2018 (Date) By Steve Drew, Deputy Clerk



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

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

### **APPLICATION**

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

### **PRIORITY OVER OTHER RULES**

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

### **CHALLENGE TO ASSIGNED JUDGE**

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

### **TIME STANDARDS**

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

### **COMPLAINTS**

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

### **CROSS-COMPLAINTS**

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

### **STATUS CONFERENCE**

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

### **FINAL STATUS CONFERENCE**

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

### **SANCTIONS**

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

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

### **Class Actions**

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

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

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

## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California  
County of Los Angeles



Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

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

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

◆ Los Angeles County Bar Association Litigation Section ◆

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

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

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

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

**The parties agree that:**

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

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

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

The following parties stipulate:

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

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

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

**The parties agree that:**

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



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

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

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

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY.		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)			CASE NUMBER.

1. This document relates to:

- Request for Informal Discovery Conference  
 Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

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

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

**The parties agree that:**

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

SHORT TITLE:	CASE NUMBER
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**The following parties stipulate:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**THE COURT SO ORDERS.**

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

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



# Superior Court of California County of Los Angeles



## ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.

### **Advantages of ADR**

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

### **Disadvantages of ADR - ADR may not be suitable for every dispute.**

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

### **The Most Common Types of ADR**

- **Mediation**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

- **Mediation is particularly effective when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.**
- **Mediation may not be effective when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.**

- **Arbitration**

In arbitration, a neutral person called an “arbitrator” hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either “binding” or “non-binding.” Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator’s decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator’s decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

- **Mandatory Settlement Conference (MSC)**

**Settlement Conferences are appropriate in any case where settlement is an option. Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.**

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to [mscdept18@lacourt.org](mailto:mscdept18@lacourt.org).

## **Additional Information**

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs ([www.dca.ca.gov](http://www.dca.ca.gov)) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for “mediators; or “arbitrators.”

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at <http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

<http://css.lacounty.gov/programs/dispute-resolution-program-drp/>

**County of Los Angeles Dispute Resolution Program  
3175 West 6th Street, Room 406  
Los Angeles, CA 90020-1798  
TEL: (213) 738-2621  
FAX: (213) 386-3995**